



Ministry
of Defence

Iain McLean
Def Comrcl CC-HOCS 3a

Level 2, Kentigern House
65 Brown Street
Glasgow, G2 8EX

Tel: 0141 224 2681
Email: iain.mclean118@mod.gov.uk

3SDL Limited
Malvern Hills Science Park
Geraldine Road
Malvern
WR14 3SZ

Your Reference:

Our Reference:
700002072

Date:
7 March 2019

Dear Sirs,

Contract Number 700002072 for the Provision and Delivery of Cyber Resilience Training Course

1. The Authority hereby accepts your Tender reference: **700002072** dated **29 January 2019**.
2. For your convenience, the Terms and Conditions of the Contract which will result from this acceptance are attached.
3. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form BX177, which is available from the website (<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>) (search for DBS Finance payments: nominate a bank form) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
4. Please acknowledge this by completing sections B and C in the table overleaf, signing both copies of this letter at section B and returning one to the address above.

Yours faithfully,

Iain McLean
Def Comrcl CC-HOCS 3a

Offer and Acceptance

Section A) Acceptance

Acceptance of Tender **700002072** constitutes acceptance by the Authority of your company's tender **700002072** for the supply of the Deliverables.

Signed by:

Name (Block Capitals): IAIN MCLEAN

Position: Commercial Manager

For and on behalf of the Authority

Authorised Signatory 

Date¹:

Section B) Confirmation of Receipt

I acknowledge receipt of the Authority's Contract letter no. **700002072**.

Signed by:

Name (Block Capitals):

Position:

For and on behalf of

Authorised Signatory

Date:

Section C) Tier 1 Sub-Contractor data:²

Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location Of work.....	SME ...Yes / No

¹ The date of unqualified acceptance by signature is the effective date of the Contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including sub-contractors (Tier 1). SMEs are defined by the EU on http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm

Please reply to the Commercial Branch named in the heading quoting the Contract Number on all correspondence.



Ministry
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PURCHASE ORDER

Contract No: 700002072

Contract Name: THE PROVISION OF CYBER RESILIENCE TRAINING COURSE

(INCLUDING OPTION OF ADDITIONAL COURSE)

Dated: 11 January 2018

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £106,047) (Edn 12/16)

Contractor	Quality Assurance Requirement (Clause 8)
Name: 3SDL Limited Registered Address: Malvern Hills Science Park, Malvern, WR14 3SZ	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contactor [Special Instructions] <input type="checkbox"/> To be Collected by the Authority [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<p>The Contractor shall be required to attend the following meetings:</p> <p>Subject:</p> <p>Frequency:</p> <p>Location:</p>	<p>The Contractor is required to submit the following Reports: Subject:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

Payment (Clause 14)
<p>Payment is to be enabled by CP&F.</p>

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>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)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

DEFFORM 111

(Edn 11/16)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: DefComrclCC-HOCS3a

Address: Kentigern House, Rm 2.1.02, 65 Brown Street, Glasgow, G2 8EX

Email: DefComrclCC-HOCS3a@mod.uk

☎ +44 (0)141 224 2681

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

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

Name:

Address: 4.F MOD Main Building, Whitehall, London, SW1A 2HB

Email: Stephen.Phillips888@mod.gov.uk

☎

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

☎

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

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

☎

(b) U.I.N.

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

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>**6. Intentionally Blank****12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCCLS-OpsFormsandPubs@mod.uk**7. Quality Assurance Representative:**

Name:

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

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

NOTE

Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Contractor Commercially Sensitive Information (Clause 5). Not to be published.
Description of Contractor's Commercially Sensitive Information:
Cross reference to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for _____ days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to £106,047) (Edn 12/16).</p> <p>Name (Block Capitals): Position: For and on behalf of the Contractor</p> <p>Authorised Signatory Date:</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): Position: For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>Date:</p>
<p>C) Effective Date of Contract:</p>	

SCHEDULE OF REQUIREMENTS FOR THE PROVISION AND DELIVERY OF CYBER RESILIENCE TRAINING COURSE

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	N/A	The provision and delivery of Cyber Resilience Training Course- March 2019	XY	EA	Mar 19	1		
2 (Option only)	N/A	N/A	The provision and delivery of Cyber Resilience Training Course- Late 2019 / Early 2020 (Option only)	XY	EA	Tbc (Option only)	1		
									Total Firm Price

Item Number	Consignee Address (XY code only)
1	Defence Academy, Shrivenham

CYBER RESILIENCE TRAINING COURSE – SOR

Background

The importance of cyber security resilience and the vulnerability of a range of countries across Europe and Central Asia to both state based and non-state based cyber threats have become increasingly clear in MOD's defence engagement over the past year. In the Western Balkans especially, recent high level political engagement has raised concerns that hostile states may seek to exploit inadequate or non-existent cyber security infrastructure for its own political ends. Indeed, in Montenegro, the penetration and deactivation of the MOD's IT systems formed part of an alleged coup attempt against the incumbent government in 2016.

Our cyber security engagements in the Western Balkans, Central Asia and South Caucasus are therefore primarily a resilience building exercise. From the relatively low starting point in cyber security resilience this training initiative will aim to support the targeted countries (Albania, Bosnia and Herzegovina, Kosovo, Serbia, Macedonia, Montenegro, Azerbaijan, Georgia, Kazakhstan and Kyrgyzstan) in: building a solid knowledge base of cyber threats; putting in place robust cyber security strategies; and showcase UK best practice. This will all be achieved with a view to developing a longer-term cyber security relationship with the region. This course is coherent with other cyber security and resilience initiatives in the regions, especially the Western Balkans, funded by the UK.

Objectives

- To provide the training course delegates with a clear understanding of how an effective cyber organisation works through sharing UK best practice.
- To ensure delegates understand how and what type of cyber-attacks occur, the impacts they have, and how to protect and build resilience into their organisation.
- To ensure delegates recognise the value of a cyber security strategy and how best to develop and implement such a strategy.
- To provide delegates with a set of objectives to take forward delivery of cyber resilience in their respective organisations.
- Provide MOD Wider Europe Policy (WEP) with recommendations for how each organisation and country can best take forward cyber resilience plans.

What is being delivered?

The course will last for one week (5 days: 0900 – 1700 Mon-Thurs, 0900 - 1600 on Friday, with breaks) for up to ten countries from Western Balkans, Central Asia and South Caucasus being represented (final list is still to be confirmed). Each country will be offered 2 places and delegates may be either military and civilian, and will be ranked Colonel or Lieutenant Colonel, or an equivalent civilian status or grade. WEP will endeavour to advise the provider

of the course delegates at least one month prior to the start of the course, although some may not be confirmed until closer to the start date.

The course will be delivered in English; no translation facilities will be provided and the selection of course delegates will take into account their English language abilities. However, English will not be the first language of the delegates so it will be important that the course is delivered in an interactive, hands-on manner to enable the delegates to fully engage in the course.

The targeted countries will be at different levels of building their cyber resilience, the provider will need to take this into consideration when developing a programme. The course provider should work with UK Government cyber experts (including National Cyber Security Centre (NCSC) and MOD Cyber and Space Policy) to illustrate UK best practice in identifying different cyber threats and how to counter them. The provider should also emphasise that a key part of cyber resilience is that an effective cyber security strategy needs to be a whole of government (not just Defence) effort (which will link in with HMG activity at national levels). There should be a focus on organisational, governance and personnel issues as much as on more technical aspects. The course content should be agreed between the provider and WEP at least one month prior to the commencement of the course.

There should be a significant practical element to the course, ideally whereby participants can work on a scenario devised by the provider, to reinforce the taught elements. The course provider should encourage the delegates to work together with the other represented countries in order to develop greater interoperability and collective resilience, as well as effective working relationships. Please note that no computer facilities will be provided in the teaching room.

Following the course

Following the conclusion of the course the provider should provide a short written report to WEP that:

- outlines the current cyber capabilities for each organisation represented by the delegates and, where the delegates have knowledge and insight, information about the wider cyber resilience architecture at a pan-governmental level;
- provides recommendations for how each organisation and, if sufficient information is available, country can best take forward cyber resilience plans; and
- provides recommendations on possible course improvements, including feedback from delegates.

Required Timescale

In addition to the week-long task of delivering the actual course, time will be required to develop and confirm the course content and produce appropriate materials. The dates for the course will be 25 – 29 March 2019. Access to the teaching room will be possible for set-up on the afternoon of 24 March if required.

Reporting Arrangements

The logistics and management of the course will be run by the Wider Europe Policy team from the Ministry of Defence.

The report outlining the recommendations should be delivered to WEP no later than one month after the completion of the course.

Security

The course will be held at the Defence Academy, Shrivenham. The course provider's members of staff will, like everyone else on the site, be subject to MOD security controls. MOD WEP staff will be present throughout the course.

The course will be at the unclassified level.



Ministry
of Defence

**MOD Terms and Conditions for Less
Complex Requirements
(up to £118,133)**

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the purchase order;

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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

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

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

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

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

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

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

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out

therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
- (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

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

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

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

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

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

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

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

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

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

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

**20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:
DEFCON 531 (SC1)**

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions of Contract