



**Ministry
of Defence**

UKMFTS Team

Contract No: UKMFTS/2016/10

**For:
Engine Usage Monitoring System
(EUMS) Support to Adour Mk151-
01 and Mk151-02 Engines**

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

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A	GENERAL CONTRACT PROVISIONS.....	4
	A1. Interpretation	4
	A2. Amendments to Contract	4
	A3. Precedence	4
	A4. Severability	5
	A5. Assignment of Contract	5
	A6. Waiver	5
	b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.	5
	A7. Third Party Rights	5
	A8. Governing Law	5
	A9. Entire Agreement	6
	A10. Disclosure of Information	6
	A11. Publicity and Communications with the Media	7
	A12. Protection of Personal Data	8
	A13. Transparency	8
	A14. Equality	8
	A15. Child Labour and Employment Law	8
	A16. Change of Control of Contractor	9
	A17. Termination for Insolvency	10
	A18. Corrupt Gifts	11
	A19. Consequences of Termination	12
	A20. Dispute Resolution	12
	A21. Termination for Convenience	12
	A22. Contractor's Records	13
	A23. Duration of Contract	13
	A24. Contractor's Warranties	13
B	THE CONTRACTOR DELIVERABLES.....	13
	B1. Supply of Contractor Deliverables and Quality Assurance	13
	B2. Environmental Requirements	14
	B3. Force Majeure	14
C	PRICE	14
	C1. Contract Price	14
D	INTELLECTUAL PROPERTY	15
	D1. Third Party Intellectual Property – Rights and Restrictions	15
E	FACILITIES AND ASSETS.....	18
	E1. Access to Contractor's Premises	18
F	DELIVERY	18
	F1. Authority's Remedies for Breach of Contract	18
G	PAYMENT AND RECEIPTS	19
	G1. Payment	19
	G2. Value Added Tax	20
	G3. Error! Bookmark not defined.	
H	CONTRACT ADMINISTRATION	20
	H1. Progress Monitoring, Meetings and Reports	20
	H2. Authority Representatives	20
	H3. Notices	21

The Schedules that apply to this Contract are:

Schedule 1	Definitions of Contract
Schedule 2	Schedule of Requirements
Schedule 3	Contract Data Sheet Annex A to Schedule 3 – DEFFORM 111
Schedule 4	NOT USED
Schedule 5	NOT USED
Schedule 6	Contractor's Commercially Sensitive Information Form

MOD Conditions for the Provision of Services: Engine Usage Monitoring System (EUMS) Support to Adour Mk151-01 and Mk151-02 Engines

Contract No: UKMFTS/2016/10

A General Contract Provisions

A1. Interpretation

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the terms of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

A2. Amendments to Contract

- a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

A3. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Sections A - H of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements);
 - (3) the remaining Schedules; and

(4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A3.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A3.a. 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 will be referred to the dispute resolution procedure in accordance with condition A20 (Dispute Resolution).

A4. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

A5. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party not to be unreasonably withheld.

A6. Waiver

a. 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.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

A7. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

This Agreement shall be governed by, and construed in accordance with the laws of England and Wales. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

A8. Governing Law

a. The Contract shall be considered as a contract made in England and subject to the Laws of England and Wales.

b. Subject to clause A20 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England and Wales to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A8 and for the enforcement of any judgment, order or award given under English jurisdiction.

A9. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

A10. Disclosure of Information

- a. Subject to clauses A10.d, A10.e, A10.h and A13 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor and Authority shall take all reasonable precautions necessary to ensure that all Information disclosed to either Party under or in connection with the Contract:
 - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. Each Party shall ensure that its employees are aware of the arrangements for discharging the obligations at clauses A10.a and A10.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses A10.a and A10.b shall not apply to any Information to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

- (1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
- (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A10.f above, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations and having taken due consideration of any concerns raised by the Contractor. i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

A11. Publicity and Communications with the Media

The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

A12. Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

A13. Transparency

- a. Subject to clause A13.b but notwithstanding condition A10, 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 A13.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, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor's Commercially Sensitive Information).
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A13.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 and having taken due consideration of any concerns raised by the Contractor.
- d. For the avoidance of doubt, nothing in this condition A13 shall affect the Contractor's rights at law.

A14. Equality

- a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.
- b. Without prejudice to the generality of the obligation in clause A14.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.
- c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A14 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.
- d. The Contractor agrees to take reasonable efforts to reflect this condition A14 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A14 in their subcontracts that they enter into to satisfy the requirements of the Contract.

A15. Child Labour and Employment Law

- a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.
- b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

A16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause A16c, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. For the purposes of this Condition 'control' means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:
- (1) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
 - (2) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor.
 - (3) and a change of control occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor.
- c. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
- Mergers & Acquisitions Section
Supplier Relations Team
Poplar 1 # 2119
MOD Abbey Wood,
Bristol,
BS34 8JH
- d. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.
- e. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause A161a. The Authority shall act reasonably in exercising its right of termination under this Condition.
- f. If the Authority exercises its right to terminate in accordance with clause A16e 5 the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 6A16f must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.
- g. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

A17. Termination for Insolvency

a. The Authority may summarily determine the Contract, without compensation to the Contractor, by giving written notice of such determination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- (7) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England

- (8) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- (9) the court making an administration order in relation to the company; or
- (10) the presentation of a petition for the winding-up of the company unless it is withdrawn within 3 working days from the date on which the Contractor is notified of the presentation; or
- (11) the company passing a resolution that the company shall be wound-up; or
- (12) the court making an order that the company shall be wound-up; or
- (13) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in sub-Clauses (9) to (14) inclusive above.

b. Such determination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

A18. Corrupt Gifts

- a. By the acceptance of this Contract, the Contractor warrants that it has not participated in any conduct in connection with this Contract that violates Meggitt's Ethics and Business Conduct Policy, its Code of Conduct and its Anti-Corruption Policy (available at www.meggitt.com).
- b. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown;
or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter 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.
- c. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Prevention of Corruption Acts 1889 -1916 or under sub sections 108 -109 of the Anti-Terrorism, Crime and Security Act 2001 before those Acts or sub sections are revoked, or an 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, the Authority shall be entitled:
- (1) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (2) to recover from the Contractor any other direct loss sustained in consequence of any material breach of this Condition that was the sole and direct failure of Contractor,
- d. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than for that of material breach, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract or the part thereof affecting the Authority, 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.
- e. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.
- f. Any significant or material failure by Meggitt to comply with Meggitt's comparable ethics policy may be considered a material breach.

A19. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

A20. 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 A20.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A20.b shall be governed by the Arbitration Act 1996 under the Rules of the London Court of International Arbitration by one arbitrator appointed in accordance with such Rules. Such arbitration shall take place in the English language in London. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

A21. Termination for Convenience

- a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.
- b. In the event that the Authority exercises its rights in accordance with clause A21.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.
- c. The Authority's total liability under clause A21.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.
- d. The Authority will pay any sums which have been paid by the Contractor and supply chain to carry out the Authority's requirements
- e. The Authority will pay the cost of any work, materials purchased by the Contractor including initial costs and preparatory expenses allocable thereto, and not otherwise used by the Contractor.
- f. The Authority will pay any non-recurring engineering participation fees, development contributions, and project investment costs including price discounts and free-of-charge equipment not paid by the Authority or recovered by the Contractor under the order.
- g. The Authority will pay the costs of settling and paying claims arising out of the termination of work under subcontracts as provided above

The above shall be subject to reasonable and demonstrable evidence.

A22. Contractor's Records

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A10 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

- (1) the end of the Contract term;
- (2) termination of the Contract; or
- (3) the final payment,

whichever occurs latest.

A23. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

A24. Contractor's Warranties

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
- (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

B The Contractor Deliverables

B1. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;

- (2) comply with all applicable Legislation; and
 - (3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

B2. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

B3. Force Majeure

a. 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 results from a 'Force Majeure Event'. For the purposes of this Contract a Force Majeure Event includes, but is not limited to:

- (1) acts of God;
- (2) acts of Government;
- (3) acts of nature;
- (4) war;
- (5) hostilities;
- (6) fire at any of the Contractor's premises or those of its suppliers.

b. The Contractor shall immediately notify the Authority in writing, where possible, 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.

c. 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, reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract where possible.

d. The Force Majeure Event clause will not relieve the Authority of its obligation to pay the Contractor, but the Contractor will not be entitled to additional payment for the extension of time.'

C Price

C1. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

D Intellectual Property

D1. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything Delivered under the Contract and, where appropriate, the notification shall include such Information as is required by **Section 2 of the Defence Contracts Act 1958**;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

b. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify, defend and hold harmless the Authority, its officers, agents and employees from and against any and all claims, losses, liabilities, damages and costs (including reasonable attorneys' fees and court costs) in respect of any claim, demand, threat, suit or proceeding of third party's patent infringement, by any third party for Products delivered hereunder, except where the claim arises as a consequence of Contractor's compliance with specifications or designs furnished by Authority, or as a result of Contractor's modification to product, or Authority's combination of Contractor's otherwise non-infringing product with another product provided that the Authority promptly notifies Contractor in writing of any third party claim in connection with the foregoing and makes no admissions without Contractor's prior written consent. This clause shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall indemnify, defend and hold harmless the Authority and its officers, agents and employees from and against any and all claims, losses, liabilities, damages and costs (including reasonable attorneys' fees and court costs) in respect of any claim, demand, threat, suit or proceeding of third party's patent infringement, by any third party for Products delivered hereunder, except where the claim arises as a consequence of Contractor's compliance with specifications or designs furnished by Authority, or as a result of Contractor's modification to product, or Authority's combination of Contractor's otherwise non-infringing product with another product provided that the Authority promptly notifies Contractor in writing of any third party claim in connection with the foregoing and makes no admissions without Contractor's prior written consent. This includes:

(1) infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the parties in performing the Contract;

(3) provision to either party of any information or material which either of the parties do not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) The Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

E Facilities And Assets

E1. Access to Contractor's Premises

The Contractor shall provide to the Authority's Representatives following reasonable prior notice and subject to the Contractor's security clearance requirements, all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

F Delivery

F1. Authority's Remedies for Breach of Contract

a. If the Contractor commits a material breach of any of its obligations under the Contract which is incapable of remedy the Authority shall have the right to exercise one or more of the following remedies:

b. where the Contractor fails to remedy, where it is capable of remedy, or persists in any material breach of any of its obligations under the Contract (save as to payment) after having been required in writing to provide a plan to remedy or desist from such breach within a period of thirty (30) days of receipt of notice of default may terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority.

c. refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

d. give the Contractor the opportunity at the Contractor's expense and at the Contractor's sole discretion to carry out such remedial services as is necessary to correct the Contractor's failure or otherwise to rectify the material breach within the Authority-specified time limits;

e. claim direct damages as have been sustained as a result solely of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in carrying out any work that may be required to make the Contractor Deliverables comply with the Contract.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to clause F1.a or for any other lawful reason, the Authority shall also have the right to require the Contractor to transfer any completed Products or such partially completed Products and materials that the Contractor has produced or acquired solely for the terminated portion of the Contract. Payment for completed Product delivered to and accepted by the Buyer shall be at Contract Price and payment made at the time of delivery. Payment for Support work not yet paid for shall be agreed upon by the Parties

d. The Authority's rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

G Payment And Receipts

G1. Payment

a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P, by MOD Form 640, or by AG173. Payment may only be made using P2P where the Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).

b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further information where payment is to be made outside of the UK.

c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using P2P, submit a properly completed DEFFORM 129J, in accordance with the instructions shown therein and in the explanatory notes;

(2) where payment is to be made using a MOD Form 640, submit the appropriate coloured copy of the MOD Form 640 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or

(3) where payment is to be made using an AG173, submit a properly completed AG173 (or AG210, as appropriate) to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).

d. Upon receipt of the AG173 (or AG210, as appropriate), the Authority shall:

(1) approve payment by entering the relevant details into P2P to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173/AG210, and returning it to the Contractor; or

(2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.

e. The Contractor shall submit a claim for payment to DBS Finance by either:

(1) using a properly prepared message structure and format for invoice payment using P2P in accordance with the arrangements set out, or referenced in DEFFORM 30; or

(2) forwarding the completed AG173 / AG210 signed by the Authority, together with a properly completed DAB Form 10.

f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

g. Where using the AG173 (or AG210), the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 (or AG210) from the Authority showing payment approval

in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.

h. The approval of payment by the Authority under clause G1.d 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 condition F1 or otherwise.

G2. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the provision of any Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

H Contract Administration

H1. Progress Monitoring, Meetings and Reports

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

H2. Authority Representatives

a. Any reference to the Authority in respect of:

- (1) the giving of consent;

- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition H2.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

H3. 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 Schedule 3 (Contract Data Sheet);
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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.

Schedule 1 - Definitions of Contract

Core Definitions

AG173	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
AG210	means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;
Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of clause H2.b;
Business Day	means any day excluding: <ol style="list-style-type: none">Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andsuch periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ol style="list-style-type: none">Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);

Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;
Contractor	means the person who, by the Contract, undertakes to provide the Contractor Deliverables, 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;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
DAB Form 10	means the MOD invoice summary form;
DBS Finance	means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
MOD Form 640	means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
P2P	means the MOD electronic ordering, receipting and payment system;

Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 2 (Schedule of Requirements) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
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.

Appendix A to Schedule 1 – Core+ Definitions of Contract

Core+ Definitions

Articles	means the Contractor Deliverables (goods and / or the services), including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract);
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
CPET	means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Diversion Order	means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Employee	shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. (This definition only applies to the narrative condition “Security Measures”);
Evidence	means either: <ol style="list-style-type: none">a. an invoice or delivery note from the timber supplier or subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
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;

Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the contract documents are issued by the Authority shall apply;
Military Level Packaging	Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;
Military Packaging Accreditation Scheme (MPAS)	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk ;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging Designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Overseas	shall mean non UK or Foreign
Packaging	Verb. The operations involved in the preparation of materiel for: transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

Recycled Timber

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber;
- b. post-consumer reclaimed wood and wood fibre, and driftwood;
- c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

STANAG 4329

means the publication NATO Standard Bar Code Symbologies which can be sourced from Information at www.dstan.mod.uk/faqs.html;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - STATEMENT OF REQUIREMENTS (SoR)

1. Introduction

- a. The Statement of Requirement confirms the requirement for UKMFTS for provision of support of the capture and processing of flight data information from EUMS systems currently installed on Hawk T MK1/1A Aircraft and additional tasks as detailed in Annex 1 Table 1.

2. Services Required

- a. The contractor will ensure that the monitoring systems are serviceable to capture flight data. The objective is to ensure that as many of the monitored sorties flown produce useable data as per Annex 1 Table 2.
- b. Provision of the service will be enabled by:
 - (1) Data Screening and Transmission;
 - (2) Fault Identification and Rectification;
 - (3) Fault Investigation (initial and further investigations, rectification and replacement components);
 - (4) Support provision to ensure that software provided for on-site replay and packaging is available for use (see Annex 2- "Assumptions").
 - (5) On-site support in the form of technical assistance;
 - (6) One Training or refresher training course (maximum 1 working day) to aircraft operators, maintainers and Data Processing Cells at a location agreed with the Authority

3. Additional Work

- a. The Contractor shall perform additional work authorised by the Authority as per Annex 3 ("Additional Work").

4. Price and Payment

- a. The Firm Price includes Items 1, 2, 4 and 5 and Initial Investigation under item 6 as detailed in Table 1 at Annex 1. The Authority shall pay monthly in arrears sums (Contract Payments).
- b. The Authority and the Contractor shall comply with the Electronic Transaction Agreement DEFFORM 30 ("Electronic Transaction Agreement") as referenced under Clause G1.a Payment of the Terms and Conditions.
- c. For Items 3, 7, 8 and additional activity required for Item 6, price is in accordance with DEFCON 127. Payment will be upon completion of Authority tasks in accordance with Annex 3 ("Additional Work").

5. Issue of Government Stores

- a. The Authority and the Contractor will comply with the terms in Annex 5 ("Issue of Government Stores") for the duration of the Contract. The Contractor is to review the Tables at Annex 5 ("MOD Owned Contract Support Equipment held by Meggitt Avionics") and confirm their validity.

6. Quality Assurance

- a. A Quality Plan, in accordance with AQAP 2105- NATO requirements, shall be submitted for acceptance by the Authority within one month of the Contract start.
- b. The Contractor shall be compliant with AQAP 2210 Edition 1- NATO Supplementary

Software Quality Assurance Requirements to AQAP 2110 shall apply.

- c. The Contractor shall be compliant with AQAP 2105- NATO requirements for deliverable quality plans edition 2.
- d. The Contractor shall be compliant with DEFSTAN 05-61, Part 1, Issue 5- Quality Assurance Procedural Requirements- Concessions.
- e. The Contractor shall be compliant with DEFSTAN 05-57, Issue 5- Configuration Management for Defence Materiel.
- f. The Contractor shall be compliant with DEFSTAN 05-99, Issue 4- Managing Government Furnished Equipment in Industry.15. The Contractor shall be compliant with MAA RA 5600- Procedures for the Procurement of Aircraft Engines and their Accessories, Specifically RA5617 Fault Reporting of GFE at Contractor premises.

ANNEX 1**Table 1 Provision of Services**

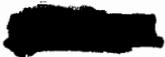
Item NO	Description	Firm Price £ (VAT Ex)
1	Provision of support for all on-board monitoring systems for Hawk T Mk 1 Aircraft.	
2	Screening of monitored sorties and dispatch of data to processing agency.	Included in the Price at Item NO 1
3	Carry out diagnosis and repairs of on-board recording equipment faults.	In accordance with DEFCON 127
4	Provide on call support to equipment users.	Included in the Price at Item NO 1
5	Provide system training as specified in the statement of work.	Included in the Price at Item NO 1
6	Provide on base first line support for equipment faults.	Initial Investigation included in the price at Item 1, further investigation to be priced in accordance with DEFCON 127
7	Additional tasks such as, but not limited to, work outside of parent operating base	In accordance with DEFCON 127
8	New purchases such as, but not limited to, replacement data cards	In accordance with DEFCON 127

Table 2 Platforms/Aircraft Sorties

The number of platforms embodied with engine monitoring equipment is as follows

	YEAR 1	YEAR 2
Hawk T Mk1 EUMS Capable Fleet (maximum)	4	4
EUMS aircraft sorties per year (maximum)	350	350

ANNEX 2

Assumptions

The service will be provided during 0800 to 1630 Monday to Thursday, and 0800 to 1300 Friday. If necessary to avoid disruption to essential operations, on-site support work may involve an extended working day.

- a. System Boundary. EUMS System Boundary is defined as the EUMS-specific equipment to include DAU, SSR, Transducers and amplifiers. It excludes aircraft wiring.
- b. Desktop Replay. The EUMS SSR Desktop Replay, p/n 612/1/52867 is at the following issue of software at operator bases:
 - i. Modem Add-Ons at issue 2.5.
 - ii. Desktop Replay at issue 6.0.

The above standard shall be maintained on existing Desktop Replay System PC's, using the appropriate operating system.

ANNEX 3

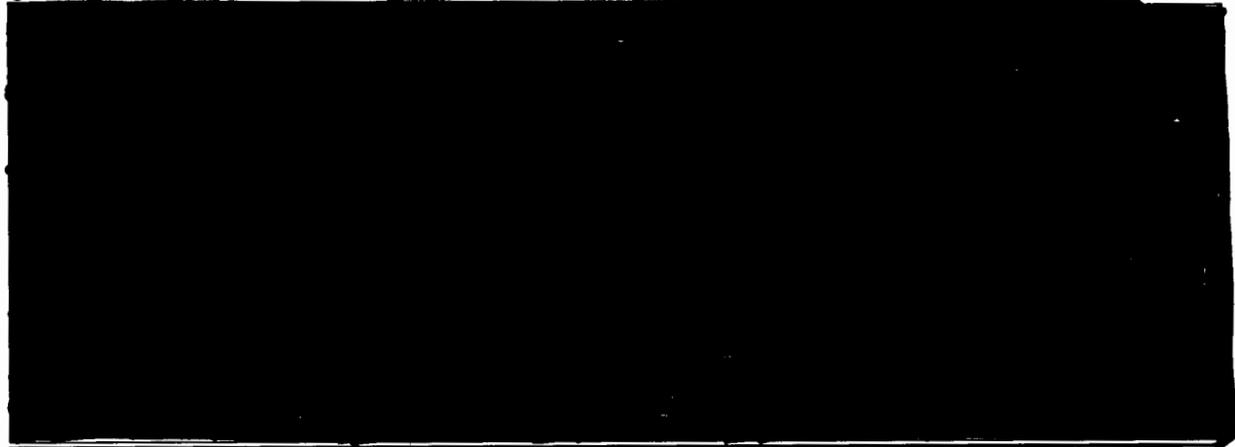
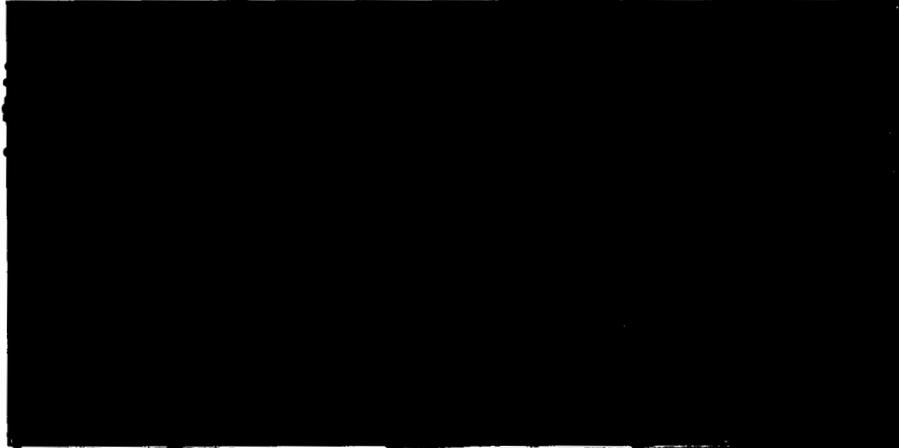
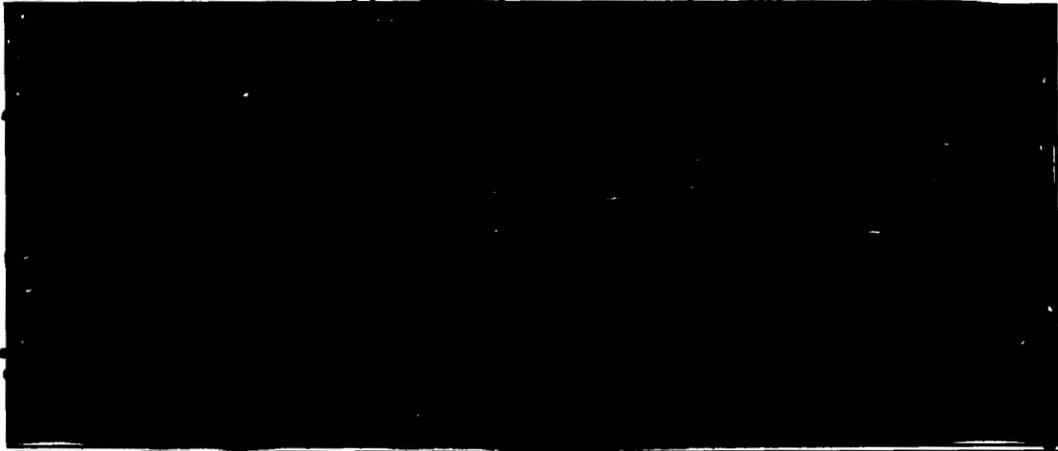
Authorisation of Additional Work

- a. Any additional tasks that may be required shall be authorised by the Authority using the series of tasking forms at Schedule B to the Contract using the procedure outlined at paras's b to d below. The Authority's representative for this purpose shall be the PMB detailed at (c) of "**Scope and Duration of Contract**" above. Each tasking form submitted by the Contractor for approval shall bear a separate and unique serial number, commencing with serial number JPT/EUMS/001.
- b. Part A. Task authorisation shall be initiated by the PMB. A brief description of the required task will be given on Part A of the forms and forwarded to the Contractor for consideration.
- c. Part B. On receipt of a signed Part A of a task form, the contractor shall complete the details of the task and submit it, together with an appropriate FIRM price quotation, on Part B of the forms to the PMB detailed at (c) of "**Scope and Duration of Contract**" above for approval. The Contractor shall provide a price breakdown of the task detailing the hours estimated to undertake the task and using the agreed FIRM hourly rates inclusive of overheads and profit, any materiel etc. that have been used to form the quotation, as detailed at "**Price and Payment**" below. Submission by the Contractor of a completed Part B of a task form shall constitute a firm price quotation in accordance with DEFCON 127. Signature on the form by the PMB shall constitute acceptance of that task. The Contractor undertakes to provide, on request, all such information as will support his quotation. No work shall be undertaken until the Part B has been fully authorised by the PMB and the quotation has been authorised by Commercial. Any work undertaken prior to Authority approval will be entirely at the Contractors own risk.
- d. Part C. On completion of each task the Contractor shall complete Part C and submit to the PMB for approval and signature that the work has been satisfactorily completed. The Contractor undertakes to provide, on request, such information (in a format to be agreed with the PMB), as will confirm satisfactory completion of the work.

ANNEX 4 – Not Used

ANNEX 5

MOD owned Contract Support Equipment held by Meggitt Avionics



Schedule 3 - Contract Data Sheet for Contract No: UKMFTS/2016/10

<p>Condition A9 Governing Law</p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause A9.d shall apply</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause A9.g (if applicable) are as follows:</p>
<p>Condition A22 Termination for Convenience</p>	<p>The Notice period for terminating the Contract shall be Business Days.</p>
<p>Condition A24 Contract Period</p>	<p>The Contract expiry date shall be: 30 Nov 2018</p>
<p>Clause B1.b.(1) Contractor's Obligations – Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within one month of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>see Schedule 2 – Statement of Requirements</p>

<p>Condition C1 Contract Price (Excl. Vat)</p>	<p>All Statement of Requirement line items shall be Firm Price other than those stated below:</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p> <p>Line Items Clause K refers</p>
<p>Clause G1.a Payment</p>	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference: ACT/ACGS1/MEGGITT AVIONICS/DEFFORM30 (Edn 01/07)CORP</p> <p>Date: 20th May 2010</p>
<p>Clause G1.c.(2) and G1.c.(3) Payment (for Schedule of Requirements items)</p>	<p>Payment is to be enabled by:</p> <p>Line Items 1-8 P2P Refers</p> <p>Line Items N/A MOD Form 640 refers</p> <p>Line Items N/A AG173 refers</p> <p>(Address to which MOD Form 640 or AG173/AG210 (approval for payment) should be sent if different from Consignee):</p>
<p>Clause H1.a Progress Monitoring</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: see Schedule 2 (Statement of Requirements)</p> <p>Frequency: see Schedule 2 (Statement of Requirements)</p> <p>Location: see Schedule 2 (Statement of Requirements)</p>
<p>Clause H1.b Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: see Schedule 2 (Statement of Requirements)</p> <p>Frequency: see Schedule 2 (Statement of Requirements)</p> <p>Content: see Schedule 2 (Statement of Requirements) (to include but not be limited to: costs incurred to date against work undertaken)</p> <p>Method of Delivery: see Schedule 2 (Statement of Requirements)</p> <p>Delivery Address: see Schedule 2 (Statement of Requirements)</p>
<p>Clause H2.b Authority's Representatives</p>	<p>The Authority's Representatives for the Contract are as follows:</p> <p>Commercial: DES UKMFTS-AJTSCM2</p> <p>Project Manager: DES UKMFTS-Hawk-PROJ-Mgr</p> <p>Payment: DES UKMFTS-Hawk-PROJ-Mgr</p>
<p>Clause H3.a.(3) Notices</p>	<p>Notices served under the Contract shall be sent to the following</p>

	<p>address:</p> <p>Authority: DES UKMFTS-AJTSCM2 #7001 DE&S Abbey Wood Bristol BS34 8JH</p> <p>Contractor: Meggitt (UK) Ltd trading as Meggitt Avionics, Units 2-5 Titchfield Park, 20-26 Barnes Wallis Road, Fareham, Hampshire. PO15 5TT</p>
<p>Clause H3.a.(5) Notices</p>	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
<p>Other Addresses and Other Information (Covers forms and publications addresses and official use information)</p>	<p>See Annex A to Schedule 3 (DEFFORM 111)</p>

Appendix - Addresses and Other Information

1. Commercial Officer

UKMFTS AJTSCM2
#7001
MoD Abbey Wood, Bristol, BS34 8JH

Tel: 030 679 81047

Email: DES UKMFTS-AJTSCM2@mod.uk

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available)
UKMFTS-HAWK-PROJ-Mgr
#7001
MoD Abbey Wood, Bristol, BS34 8JH

Tel: 030 679 87425

Email: DES UKMFTS-HAWK-PROJ-Mgr@mod.uk

3. Packaging Design Authority

Not Applicable

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

**4. (a) Supply / Support Management Branch or Order Manager:
Not Applicable**

Tel No:

(b) U.I.N.

**5. Drawings/Specifications are available from
See Box 2****6. For contracts containing DEFCON 5, mauve Copies of MOD
Form 640 are to be sent to
Not Applicable**

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

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].

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:

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 Arncott

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

Applications via fax or email: DESLCSSL-

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 DEFORMs can be obtained from the MOD Internet Site:

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

**Schedule 6 - Contractor's Commercially Sensitive Information Form
(i.a.w Condition A14)**

Contract No: UKMFTS/2016/10

Description of Contractor's Commercially Sensitive Information:

Meggitt Avionics proposal reference 160916dc-ukmod_108589 dated 16th September 2016

- Pricing contained within our proposal

Cross Reference(s) to location of sensitive information:

Meggitt Avionics proposal reference 160916dc-ukmod_108589 dated 16th September 2016 (all information contained above)

Explanation of Sensitivity:

Commercial in Confidence

Details of potential harm resulting from disclosure:

Loss of competitiveness, loss of business through risk and disclosure of proprietary information

Period of Confidence (if applicable): Perpetual

Contact Details for Transparency / Freedom of Information matters:

Name:

Position: Head of Commercial

Address: Meggitt Avionics, Units 2-5 Titchfield Park, 20-26 Barnes Wallis Road, Segensworth East, Fareham, Hants PO15 5TT, UK

Telephone Number: 00 (44) 1489 483300

Email Address: