



Ministry
of Defence

LEOC - AJAX Team

Contract No: 704884450

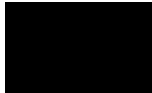
For:

Repair of Hit & Detection Equipment

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

Team Name and address:

MOD ABBEY WOOD (SOUTH)
LEOC-AJAX

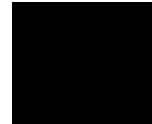


E-mail Address: [REDACTED]
Telephone Number: [REDACTED]
Facsimile Number: [REDACTED]

And

Contractor Name and address:

M S INSTRUMENTS LIMITED



E-mail Address: [REDACTED]
Telephone Number: [REDACTED]
Facsimile Number: [REDACTED]

Standardised Contracting Terms

SC1A (Edn 05/22)

1 Definitions - In the Contract:

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

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

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

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and

- signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
 - d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
 - e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
 - f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
 - g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the

- avoidance of doubt, including Sensitive Information;
- (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

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

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under clause 5;
 - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Data for Hazardous Contractor Deliverables

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

- Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
 - e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
 - f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
 - g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

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

11 Marking of Contractor Deliverables

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

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

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

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

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

18 Insolvency

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

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

- (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

General Conditions

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 113 (Edn. 02/17) - Diversion Orders

DEFCON 117 (SC1) (Edn. 12/16) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 129J (SC1) (Edn. 06/17) - The Use Of The Electronic Business Delivery Form

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

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

DEFCON 532A (SC1) (Edn. 05/21) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 532A (Edn. 05/21) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 538 (Edn. 06/02) - Severability

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

DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records

DEFCON 624 (SC1) (Edn. 12/16) - Use of Asbestos

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

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

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

DEFCON 694 (SC1) (Edn. 07/21) - Accounting For Property of the Authority

Intellectual Property Rights

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Not with standing any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

DEFCON 707 (Edn. 04/22) - Rights in Technical Data

Payment Terms

DEFCON 534

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

Quality Assurance Conditions

AQAP 2131 NATO Quality Requirements for Final Inspection. Edition C Version 1

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

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

DEFCON 627 (Edn. 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

21 The special conditions that apply to this Contract are:

21.1 Onsite Technical Support

In the event that the goods at Schedule of Requirement (SOR) Lines 1-5 are delivered to Kirkcudbright with a fault or should present a fault following use, the Contractor will be expected to repair any equipment 'onsite' at the Kirkcudbright Training Centre to enable the scheduled Live Fire Trials to continue. The Contractor will not be expected to remain present for the duration of Live Fire Trials following any repair activity undertaken. Live Fire Trials are expected to take place from early September to November 2022.

The Contractor shall not attend Kirkcudbright to undertake any repair activity without formal authorisation from the Authority's Commercial Officer. Any agreed visit to repair goods will be priced in accordance with the Contract Schedule of Requirements and a Purchase Order created by the Authority on CP&F/Exostar to enable the Contractor to invoice accordingly following acceptance of repair.

During the contract term, the Authority shall not be obliged to exercise the option for Onsite Technical Support at SOR Line 7.

22 The processes that apply to this Contract are:

Not used

PURCHASE ORDER

SC1A PO
(Edn 02/22)**Contract No:** 704884450**Contract Name:** Repair of Hit & Detection Equipment**Dated:** 24/08/2022

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name: M S Instruments Limited Registered Address: 	Refer to Quality Assurance Conditions at Clause 20

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Not applicable Address: Not applicable	Select method of transport of Deliverables To be Delivered by the Contractor [Special Instructions] In accordance with Schedule of Requirements To be Collected by the Authority [Special Instructions] Not applicable Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: Subject: Not applicable Frequency: Not applicable Location: Not applicable	The Contractor is required to submit the following Reports: Subject: Not applicable Frequency: Not applicable Method of Delivery: Not applicable Delivery Address: Not applicable

Payment (Clause 14)

Payment is to be enabled by CP&F.

Forms and Documentation

Forms can be obtained from the following websites:

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

(Registration is required).

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

<https://www.dstan.mod.uk/>
(Registration is required).

The MOD Forms and Documentation referred to in the Conditions are available free of charge from:

Ministry of Defence, Forms and Pubs
Commodity Management

(Tel. [REDACTED] Fax: [REDACTED])

Applications via email:

[REDACTED]

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

Supply of Hazardous Deliverables (Clause 9)

A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:

a. The Commercial Officer detailed in the Purchase Order, and

b. [REDACTED]

by the following date:

or if only hardcopy is available to the addresses below:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
MOD Abbey Wood (North)
[REDACTED]

Contractor Sensitive Information (Clause 5). Not to be published.

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Description of Contractor's Sensitive Information:

[REDACTED]

Cross reference to location of Sensitive Information:

[REDACTED]

Explanation of Sensitivity:

<p>██████████</p>
<p>Details of potential harm resulting from disclosure:</p> <p>██████████</p>
<p>Period of Confidence (if Applicable):</p> <p>██████████</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: ██████████</p> <p>Position: Managing Director</p> <p>Address: ██████████</p> <p>Telephone Number: ██████████</p> <p>E-mail Address: ██████████</p>

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 90 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>Name (Block Capitals): ██████████</p> <p>Position: Managing Director For and on behalf of the Contractor</p> <p>Authorised Signatory</p> <p>< Original Signed ></p> <p>Date: 01/09/2022</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): ██████████</p> <p>Position: Commercial Officer For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>< Original Signed ></p> <p>Date: 07/09/2022</p>
<p>C) Effective Date of Contract: 07/09/2022</p> <p>Contract will expire upon completion of authority trials in March 2023. Payment will made following goods delivery and acceptance by the Authority and authorised on CP&F/Exostar.</p>	

OFFICIAL-SENSITIVE

SCHEDULE OF REQUIREMENTS FOR THE REPAIR OF HIT & DETECTION EQUIPMENT

Deliverables									
Item No	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Price Per Item inc. packaging and delivery	Total Price inc. packaging and delivery
1	Refer to Annex C Appendix 1	Refer to Annex C Appendix 1	Inspection and Repair of Acoustic Target Type 541-700AS Serial Number 68 (Refer to Annex C Appendix 1)	XY	Manufacturer Standard Packing		1		
2	Refer to Annex C Appendix 1	Refer to Annex C Appendix 1	Inspection and Repair of Acoustic Target Type 541-700AS Serial Number 69 (Refer to Annex C Appendix 1)	XY	Manufacturer Standard Packing		1		
3	Refer to Annex C Appendix 1	Refer to Annex C Appendix 1	Inspection and Repair of Meteorological Station Type 574 001AS Serial Number 23 (Refer to Annex C Appendix 1)	XY	Manufacturer Standard Packing		1		
4	Refer to Annex C Appendix 1	Refer to Annex C Appendix 1	Inspection, Repair & Calibration of Meteorological Station Type 574 001AS Serial Number 24 (Refer to Annex C Appendix 1)	XY	Manufacturer Standard Packing		1		
5	Refer to Annex C Appendix 1	Refer to Annex C Appendix 1	Inspection and Repair of Meteorological Station Type 574 001AS Serial Number 25 (Refer to Annex C Appendix 1)	XY	Manufacturer Standard Packing		1		
6	Not known	Not known	Supply of Portable Appliance Testing (P.A.T.) of Battery Charges Type 210-020AS including IEC Mains Cables	XY	Manufacturer Standard Packing		4		
7	Not applicable	Not applicable	Contract Option: Onsite Technical Support at Kirkcudbright Training Centre during Live Fire Trials during FY22/23 (due Sept-Nov 22 or March 23)	XY	Not applicable	FY22/23	Per visit		To be added to Purchase Order if required
Total Firm Price Ex VAT									£ 33,634.72

Item No	Consignee Address (XY code only)
1-3, & 5-6	FAO: [REDACTED], Lethality Engineer, AJAX Portfolio - AJAX Lethality Ministry of Defence, Kirkcudbright Training Centre, [REDACTED]
4	FAO [REDACTED], GFE Manager/Technical Buyer General Dynamics Land Systems UK Ltd, [REDACTED]

Schedule 1 - Additional Definitions of Contract

Not used

Schedule 2 - Notification of IPR Restrictions (iaw Clause 7)

DEFFORM 711 (Edn 4/22)

Ministry of Defence
DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR)
RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. ITT/Contract Number		704884450			
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights	
1	Acoustic Target Type 541-700AS	541-700AS	Product is the design of MS Instruments Ltd	MS Instruments Ltd	
2	Meteorological Station Type 574- 001AS	541-001AS	Product is the design of MS Instruments Ltd	MS Instruments Ltd	

Please continue on additional sheets where necessary

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

Not provided

DEFFORM 711 (Edn 04/22)
Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.

OFFICIAL-SENSITIVE

Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.
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DEFFORM 711 (Edn 04/22)

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles. Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

- 1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
- 2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
- 3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
- 4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit

http://aof.uwh.dif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc

contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

CONTRACT ANNEXES**Annex A - Security Aspects Letter****Date of Issue:** 17/08/2022**For the attention of:** MS Instruments Limited
**ITT/CONTRACT NUMBER & TITLE: 704884450 REPAIR OF HIT & DETECTION EQUIPMENT**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition [Annex A Support Doc (O_OS UK Security Conditions)] outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Undertake inspection, repair and re-calibration of acoustic range and met stations	OFFICIAL-SENSITIVE
Where identified, any equipment that requires the Original Equipment Manufacturer (OEM) calibration to be sent by MS Instruments (MSI) to the OEM	OFFICIAL-SENSITIVE
The MSI equipment to be returned to the Ministry of Defence upon completion of repair and recalibration.	OFFICIAL-SENSITIVE
The work to be carried out by MSI is covered under contract 704884450.	OFFICIAL-SENSITIVE

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract.
4. Will you please confirm that:
 - a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

- b. The definition is fully understood.
 - c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]
 - d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.
- 5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.
 - 6. Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.
 - 7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

[REDACTED]

AJAX GFE Support Manager

Copy via email to:

[REDACTED]

- UKStratComDD-CyDR-CySAAS-021

Annex B - Statement of Good Standing

The Statement Relating To Good Standing

Contract Title: Repair of Hit & Detection Equipment

Contract Number: 704884450

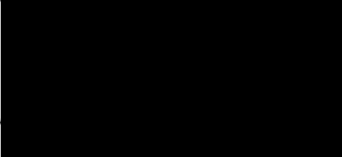
1. We confirm, to the best of our knowledge and belief, that ***M S Instruments Ltd*** including their directors or any other person who has powers of representation, decision or control of ***M S Instruments Ltd*** have not been convicted of any of the following offences:
 - a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
 - c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
 - d. the offence of bribery;
 - e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
 - f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
 - g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
 - h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
 - i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
 - k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

* including amendments to the legislation

2. ***M S Instruments Ltd*** further confirms to the best of our knowledge and belief that they:
 - a. being an individual, are a person in respect of whom a debt relief order has not been made, are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or do not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate, or are not the subject of any similar procedure under the law of any other state;
 - b. being a partnership constituted under Scots law, have not granted a trust deed or become otherwise apparently insolvent, or are not the subject of a petition presented

- for sequestration of their estate;
- c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 have not passed a resolution or are not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or are not the subject of similar procedures under the law of any other state;
 - d. have not been convicted of a criminal offence relating to the conduct of their business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
 - e. have not committed an act of grave misconduct in the course of their business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
 - f. have not been told by a contracting authority, that the Potential Provider does not possess the reliability necessary to exclude risks to the security of the United Kingdom*;
 - g. have fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;
 - h. have fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.	
Organisation's name	MS Instruments Ltd
Signed (By Director of the Organisation or equivalent)	
Name	
Position	Managing Director
Date	01/09/22

Annex C - Statement of Work

This document defines the Inspection & Repair (including Repair by Replacement) requirements of the Ministry of Defence (MoD), Defence Equipment and Support (DE&S), AJAX Programme, hereby referred to as the Authority. These services are for the Equipment detailed at Appendix 1 below

All work shall be performed in accordance with the Terms and Conditions, including Annexes, of the Contract and to the satisfaction of the Authority.

REQUIREMENT

The contractor shall:

- 1) Undertake an inspection of each item supplied to the Contractor as Government Furnished Equipment (GFE) by the Authority to determine what repairs are necessary to return the 'kits' to MATCON A1 serviceable condition. The Authority defines Material Condition (MATCON) codes as below, extracted from the Stores System 3 (SS3) Data Code Book.

Code	Name	Explanation
A1	Serviceable – unqualified	Stocks which are fit for issue without qualification (routine or pre-issue checks or tests expected)
A2	Serviceable – qualified	Stocks which are fit, but have certain limitations on issue, including part-worn
E0	Repairable, Unspecified, Unserviceable	In a condition requiring repair at an unspecified level

- 2) Advise the Authority of the material condition of each GFE item and their recommendation of action by submitting an Initial Inspection Report that includes as a minimum the following information:
 - a) Particulars of the GFE Item (e.g. Description, Serial Number, Manufacturers Part Number (MPN), and if available NATO Stock Number (NSN*) etc)
 - b) Material condition of each GFE item
 - c) The Contractors recommendation for repair/repair by replacement for each GFE item (e.g. what needs to happen to return the item/kit to at least A1 serviceable condition)
 - e) Provide details of any items that are deemed Beyond Economic Repair and thus are defined as Repair by Replacement as they cannot be rectified and brought up to an A1 serviceable condition
 - f) Provide details on warranty and any recommended support for new items going forward
- 3) Conduct all necessary repairs/ replacements as agreed by Authority to return the item/kit to A1 standard including, if necessary, installation of any software/firmware updates i.e. security patches to ensure that these items are compatible with current OEM standard.
- 4) Contractor to conduct Third Party Calibration/Adjustment for Meteorological Station Type 574-001AS for Serial Number 24 only to OEM standard.
- 5) In the event that the delivered goods at SOR Lines 1-5 are delivered to Kirkcudbright with a fault, the Contractor will be expected to repair any equipment 'onsite' at the Kirkcudbright Training Centre to enable the scheduled Live Fire Trials to continue. Live

Fire Trials are expected to take place from early September to November 2022. The Contractor will not be expected to remain present for the duration of Live Fire Trials following any repair activity undertaken.

- 5.1) The Contractor shall not attend Kirkcudbright for any repair activity without formal notification from the Authority's Commercial Officer. Any agreed visit to repair goods will be priced in accordance with the Contract Schedule of Requirements and Purchase Order created to enable the Contractor to invoice the Authority accordingly.
- 6) *If the GFE Items are not already codified with a NATO Stock Number (NSN) or have UK interest applied on CSIS (Codification Support Information System), the Contractor shall provide all the necessary information as required by the Authority in order for the Authority to undertake this exercise.

BEYOND ECONOMIC REPAIR (BER) / REPAIR BY REPLACEMENT

If an item is considered to be BER on initial inspection by the Contractor, the Inspection Report will be annotated accordingly and reported to the Authority who will detail the actions to be taken.

Should any equipment be deemed BER whilst undergoing repair by the Contractor, or their Sub-Contractor, the Authority are to be informed by the Contractor and no further action is to be taken until direction is given from the Authority.

BER shall be defined as when the repair cost would exceed 75% of the replacement purchase price.

SERIAL NUMBERS

All GFE items returned to the Authority following repair shall be appropriately marked, including Barcode labelling, in accordance with DEFCON 129, DEFCON 644, DEFSTAN 81-041 (Part 6) and NATO Standardisation Agreement (STANAG) 4329 for barcode labelling.

PACKAGING

All GFE items returned to the Authority following repair shall be packaged in manufacturers standard packing/retail trade pack, unless otherwise stated on the Schedule of Requirements, in accordance with DEFCON 129, DEFSTAN 81-041 (Part 6) and NATO Standardisation Agreement (STANAG) 4329 for barcode labelling.

The Contractor is to provide adequate preservation and packaging to protect the quality and prevent loss, deterioration, degradation or substitution of the items during transit from the Contractor's place of manufacture to the Authority's point of delivery and including periods of storage when items are not in use.

DELIVERY

All GFE items returned to the Authority following repair should be delivered in accordance with the instructions as stated in the Schedule of Requirements of the Terms and Conditions of the Contract.

For any items that are to be imported into the UK, should it be applicable, the Authority will issue an appropriate Customs Clearance Document covering the goods to be imported. The Certificate is to accompany items imported into the UK and is to be presented to HM Customs and Excise at the time of import. The items must fall within a defined list of CN (Combined Nomenclature) codes. European Council (EC) Regulation 150/2003 sets out the rules that apply in respect of import duty on certain weapons and military equipment imported into the

EU. Further information about end-use authorisation and import of goods under end-use can be found on the Customs website at www.hmce.gov.uk

**APPENDIX 1 TO ANNEX C
GOVERNMENT FURNISHED EQUIPMENT (GFE) FOR REPAIR**

Item Description	NATO Stock No (NSN)	Item Part No/MPN	Serial No	Quantity
Acoustic Target Type 541-700AS	TBC	541-700AS	68	1
Acoustic Target Type 541-700AS	TBC	541-700AS	69	1
Meteorological Station Type 574 001AS	TBC	574-001AS	23	1
Meteorological Station Type 574 001AS	TBC	574-001AS	24	1
Meteorological Station Type 574 001AS	TBC	574-001AS	25	1

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract	Not applicable	Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.	Not applicable	Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Payment Condition 14.c	Payment		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Defence Equipment & Support, MOD Abbey Wood South, LEOC-AJAX, [REDACTED]

Email: [REDACTED] ☎☎ [REDACTED]

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

Name: [REDACTED]

Address: Defence Equipment & Support, MOD Abbey Wood South, LEOC-AJAX, [REDACTED]

Email: [REDACTED] ☎☎ [REDACTED]

3. Packaging Design Authority Organisation & point of contact:

Not applicable

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

☎☎ Not applicable

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

Branch/Name: Not applicable

☎☎ Not applicable

(b) U.I.N. Not applicable

5. Drawings/Specifications are available from Not applicable

6. Intentionally Blank

7. Quality Assurance Representative: [REDACTED]

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

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

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, [REDACTED]

☎☎ [REDACTED]

2. For all other enquiries contact DES Fin FA-AMET Policy, [REDACTED]

☎☎ [REDACTED]

9. Consignment Instructions The items are to be consigned as follows: In accordance with Schedule of Requirements

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, [REDACTED]

Air Freight Centre

IMPORTS ☎☎ [REDACTED] Fax [REDACTED]

EXPORTS ☎☎ [REDACTED] Fax [REDACTED]

Surface Freight Centre

IMPORTS ☎☎ [REDACTED] Fax [REDACTED]
EXPORTS ☎☎ [REDACTED] Fax [REDACTED]

B. JSCS

JSCS Helpdesk No. [REDACTED] (select option 2, then option 3)

JSCS Fax No. [REDACTED]

Users requiring an account to use the MOD Freight Collection Service should contact [REDACTED] in the first instance.

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, [REDACTED]

☎☎ [REDACTED] Fax: [REDACTED]

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, [REDACTED] (Tel.

[REDACTED] Fax: [REDACTED])

Applications via fax or email: [REDACTED]

***NOTE**

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

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

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