

CBRN Delivery Team

Draft Contract No: CBRN/00243

For:

PATSY Below Neck System, Aircrew CBR Undergarment, Socks and Gloves

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| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland  Team Name and address:    CBRN Commercial  REDACTED  REDACTED  REDACTED  Email Address: REDACTED  Telephone Number: REDACTED  Facsimile Number: N/A | And  Contractor Name and Address  Email Address:  Telephone Number:  Facsimile Number: |

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**General Conditions**

**1. General**

#### The defined terms in the Contract shall be as set out in Schedule 1.

#### The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

#### 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.

#### 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 Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

**2. Duration of Contract**

#### This Contract comes into effect on the Effective Date of Contract *(to be inserted at Contract Award)* 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.

**3. 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.

**4. Governing Law**

#### Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

#### Subject to clause 4.d and 40 (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 to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

#### Subject to clause 4.d 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 condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

#### If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

1. Clause 4.a, 4.b and 4.c shall be amended to read:

#### “The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

#### Subject to condition 40 (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 Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

#### Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

1. Clause 40.b shall be amended to read:

#### “In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

#### Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

#### Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

#### Where the Contractor’s place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the

#### Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

**5. Precedence**

#### 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. Conditions 1 - 44 (and 45 - 47, if included in this Contract) 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) and Schedule 8 (Acceptance Procedure);
3. the remaining Schedules; and
4. any other documents expressly referred to in the Contract.

#### If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.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 5.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 40 (Dispute Resolution).

**6.** **Amendments to Contract**

#### Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.

#### 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 provisions of Schedule 4 (Contract Change Control Procedure) shall apply. 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 6.a above has been issued.

**7. Variations to Specification**

#### The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.

#### Any variations that cause a change to:

1. fit, form, function or characteristics of the Contractor Deliverables;
2. the cost;
3. Delivery Dates;
4. the period required for the production or completion; or
5. other work caused by the alteration, shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

**8. Authority Representatives**

#### 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 8.

#### 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.

#### 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 6 (Amendments to Contract).

**9. Severability**

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

1. 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
2. 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.

**10. Waiver**

#### 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.

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

**11. 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.

**12. 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.

**13. Transparency**

#### Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), 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.

#### Before publishing the Transparency Information to the general public in accordance with clause 13.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 5 – Contractor’s Commercially Sensitive Information.

#### The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.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.

#### For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor’s rights at law.

**14. Disclosure of Information**

#### Subject to clauses 14.d, 14.e, 14.h and condition 13 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.

#### The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority 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.

#### The Contractor shall ensure that its employees are aware of the Contractor’s arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

#### Clauses 14.and 14.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:
4. 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;
5. 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;
6. 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
7. 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.
8. 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.
9. The Authority may disclose the Information:
10. 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;

1. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
2. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
3. 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;
4. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
5. 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.
6. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
7. 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.
8. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

**15. 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.

**16. Change of Control of Contractor**

#### The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. 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.

#### Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

***REDACTED***

***REDACTED***

***REDACTED***

***REDACTED***

***REDACTED***

***REDACTED***

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.

#### 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 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

#### If the Authority exercises its right to terminate in accordance with clause 16.c 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 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority’s sole discretion.

#### 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.

**17. 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.

**18. Contractor's Records**

#### The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition 14 (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.

**19. Notices**

#### 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.

#### 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:
4. 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
5. 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.

**20. Progress Monitoring, Meetings and Reports**

#### 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.

#### 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.

**21. Supply of Contractor Deliverables and Quality Assurance**

#### 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.

#### The Contractor shall:

1. comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;
2. and discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

#### The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

#### 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;
3. and 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.

**22. Marking of Contractor Deliverables**

#### The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

1. in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements);
2. where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in Schedule 3 (Contract Data Sheet), or in the absence of such requirement they shall be marked as month (letters) and year (last two figures); and
3. ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

**23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

#### Packaging responsibilities are as follows:

1. The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
2. The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
3. The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
4. Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

#### The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:

1. The Contractor shall provide Packaging which:
2. will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
3. is labelled to enable the contents to be identified without need to breach the package; and
4. is compliant with statutory requirements and this Condition.
5. The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
6. reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
7. Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
8. for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

#### The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

1. The Health and Safety At Work Act 1974 (as amended);
2. The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
3. The REACH Regulations 2007 (as amended); and
4. The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

#### The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

1. The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
2. The Air Navigation Order.

#### As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

#### The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:

1. Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although nonregistered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
2. The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

***REDACTED***

***REDACTED***

***REDACTED***

***REDACTED***

***REDACTED***

1. The MPAS Documentation is also available on the DStan website.
2. MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
3. The Contractor shall ensure a search of the SPIS index (the ‘SPIN’) is carried out to establish the SPIS status of each requirement (using DEFFORM 129a ‘Application for Packaging Designs or their Status’).
4. New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
5. Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
6. All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
7. Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if unregistered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
8. The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

#### Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:

1. If the Contractor or their subcontractor is the PDA they shall:
2. On receipt of instructions received from the Authority’s representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
3. Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
4. a list of all SPIS which have been prepared or revised against the Contract; and
5. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
6. Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
7. Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
8. Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
9. Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).

#### If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

#### In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

1. If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
2. Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
3. Each consignment package shall be marked with details as follows:
4. name and address of consignor;
5. name and address of consignee (as stated in the Contract or order);
6. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii) transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g., railway station, where that mode of transport is used;

1. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.

1. If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
2. description of the Contractor Deliverable;
3. the full thirteen digit NATO Stock Number (NSN);
4. the PPQ;
5. maker's part / catalogue, serial and / or batch number, as appropriate;
6. the Contract and order number when applicable;
7. the words “Trade Package” in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
8. shelf life of item where applicable;
9. for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
10. any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
11. any additional markings specified in the Contract.

#### Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

1. the full 13-digit NSN;
2. denomination of quantity (D of Q);
3. actual quantity (quantity in package);
4. manufacturer's serial number and / or batch number, if one has been allocated; and
5. the CP&F-generated unique order identifier.

#### Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

#### The requirements for the consignment of aggregated packages are as follows:

1. With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
2. Two adjacent sides of the outer container shall be clearly marked to show the following:
3. class group number;
4. name and address of consignor;
5. name and address of consignee (as stated on the Contract or Order);
6. destination if it differs from the consignee's address, normally either:
7. delivery destination / address; or
8. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
9. where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3,

2/3, 3/3;

1. the CP&F-generated shipping label; and
2. any statutory hazard markings and any handling markings.

#### Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).

#### The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

#### All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

#### In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor’s Records).

#### This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.

#### Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

#### General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO tandardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk>

#### Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

#### In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

**24. Supply of Hazardous Materials or Substances in Contractor Deliverables**

#### The Contractor shall provide to the Authority:

1. for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
2. for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.
3. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

#### If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

1. the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and
2. the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

#### If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

#### The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

#### If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

#### If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

1. activity;
2. the substance and form (including any isotope);

#### If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

#### Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor’s statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority’s Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

1. Hard copies to be sent to:

Hazardous Stores Information System (HSIS),

Defence Safety Authority (DSA),

Movement Transport Safety Regulator (MTSR),

***REDACTED***

***REDACTED***

***REDACTED***

1. Emails to be sent to:

***REDACTED***

#### Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

**25. Timber and Wood-Derived Products**

#### All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

1. shall comply with the Contract Specification; and
2. must originate either:
3. from a Legal and Sustainable source; or
4. from a FLEGT-licensed or equivalent source.

#### In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

1. identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
2. mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
3. safeguarding the basic labour rights and health and safety of forest workers.

#### If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract complies with the requirements of clause 25.a or 25.b or both.

#### The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority’s inspection within fourteen (14) days of the Authority’s request.

#### If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

#### The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor’s Records).

#### Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

1. a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
2. an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

#### The Authority reserves the right to decide, except where in the Authority’s opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:

1. verify the forest source of the timber or wood; and
2. assess whether the source meets the relevant criteria of clause 25.b.

#### The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).

#### The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority’s Representative (Commercial).

#### The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).

#### The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

1. companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation’s UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
2. sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, “Guidelines for Regulating Wood Packaging Material in International Trade”, Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

**26. Certificate of Conformity**

#### Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority’s Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

#### The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor’s Records).

#### The Information provided on the CofC shall include:

1. Contractor’s name and address;
2. Contractor unique CofC number;
3. Contract number and where applicable Contract amendment number;
4. details of any approved concessions;
5. acquirer name and organisation;
6. Delivery address;
7. Contract Item Number from Schedule 2 (Schedule of Requirements);
8. description of Contractor Deliverable, including part number, specification and configuration status;
9. identification marks, batch and serial numbers in accordance with the Specification;
10. quantities;
11. a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

(i) Exceptions or additions to the above are to be documented.

#### Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

**27. Access to Contractor's Premises**

#### The Contractor shall provide to the Authority’s Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor’s progress and quality standards in performing the Contract.

**28. Delivery / Collection**

#### Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

#### Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

1. contact the Authority’s Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
2. comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
3. ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
4. be responsible for all costs of Delivery; and
5. Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

#### Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

1. contact the Authority’s Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
2. comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
3. ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
4. ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
5. in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority’s Representative (Transport).

#### Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

1. on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
2. on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

**29. Acceptance**

#### Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

1. the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor’s ownership; or
2. the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

**30. Rejection**

* + - 1. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor’s risk and cost.
      2. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within twenty (30) Business Days.

**31. Diversion Orders**

* + - 1. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
      2. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
      3. The Authority reserves the right to cancel the Diversion Order.
      4. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
      5. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority’s Commercial Officer with an appropriate explanation.
      6. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority’s Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

**32. Self-to-Self Delivery**

* + - 1. Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor (‘self-to-self delivery’), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

**Licences and Intellectual Property**

**33. Import and Export Licences**

a) If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b) When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter “HM Government”); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c) If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d) Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority’s representative.

e) During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor’s subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties’ organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f) Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g) Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h) Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i) Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j) The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k) The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

(1) a non-UK export licence, authorisation or exemption; or

(2) any other related transfer or export control, that imposes or will impose end use, end user or retransfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l) If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverables and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m) If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n) During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority’s ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o) For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority’s ability to use, disclose, re-transfer or reexport an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p) Where following receipt of materiel from a subcontractor or any of its other supplier’s, restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 5 business days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 5 business days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q) If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r) In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.t will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s) The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t) In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure:

u) Where:

(1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or

(2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate; the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

(3)

v) Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information

**34. Third Party Intellectual Property – Rights and Restrictions**

* + - 1. The Contractor and, where applicable any Subcontractor, 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 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.
   * + 1. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
       2. 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 the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:
4. the Authority has made or makes an admission of any sort relevant to such question;
5. the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
6. 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;
7. 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.
   * + 1. The indemnity in clause 34.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.
       2. 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.
       3. 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 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.
       4. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
8. 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
9. 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.
   * + 1. 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.
       2. 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.
       3. 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:
10. 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
11. any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
    * + 1. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.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:
12. 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
13. authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
    * + 1. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
14. 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 to be supplied under the Contract or otherwise in the performance of the Contract;
15. misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
16. provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
    * + 1. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
17. 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;
18. 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.
    * + 1. The general authorisation and indemnity is:
19. clauses 34.a – 34.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;
20. 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;
21. 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;
22. 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;
23. following a notification under clause 34.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;
24. 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.
    * + 1. 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.
        2. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

**Pricing and Payment**

**35. Contract Price**

* + - 1. 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).
      2. Subject to condition 35.a 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.

**36. Payment and Recovery of Sums Due**

* + - 1. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b the Contractor will be required to register their details (Supplier onboarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
      2. Where the Contractor submits an invoice to the Authority in accordance with clause 36a, the Authority will consider and verify that invoice in a timely fashion.
      3. 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.
      4. Where the Authority fails to comply with clause 36a 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 36c after a reasonable time has passed.
      5. 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.
      6. 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.

**37. Value Added Tax**

* + - 1. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
      2. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
      3. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority’s Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority’s Representative (Commercial) of the Authority’s VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. 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 HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
      4. Where supply of 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. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
      5. 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 within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
      6. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor’s input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
      7. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor’s advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

**38. Debt Factoring**

* + - 1. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party (“the Assignee”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 (“the Act”)). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

1. reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.d;
2. all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
3. the Authority receiving notification under both clauses 38.b and 38.c(2).
   * + 1. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
       2. The Contractor shall ensure that the Assignee:
4. is made aware of the Authority’s continuing rights under clauses 38.a(1) and 38.a(2); and
5. notifies the Authority of the Assignee’s contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
   * + 1. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

**39. Subcontracting and Prompt Payment**

* + - 1. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor’s obligations, duties or liabilities under the Contract.
      2. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:

1. providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
2. providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
3. providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
4. requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

**Termination**

**40. Dispute Resolution**

* + - 1. 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.
      2. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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.
      3. 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.

**41. Termination for Insolvency or Corrupt Gifts, Insolvency**

* + - 1. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination 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 three (3) Business 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. where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
7. he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
8. execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
9. the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
10. the court making an award of sequestration in relation to the Contractor’s estates. Where the Contractor is a company registered in England:
11. the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
12. the court making an administration order in relation to the company; or
13. the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
14. the company passing a resolution that the company shall be wound-up; or
15. the court making an order that the company shall be wound-up; or
16. 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 clauses 41.a(9) to 41.a(14) inclusive above.   
    * + 1. Such termination 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.

Corrupt Gifts

* + - 1. 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;
2. 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

1. 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.
   * + 1. 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 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:
3. to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
4. to recover from the Contractor the amount or value of any such gift, consideration or commission; and
5. to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
   * + 1. In exercising its rights or remedies under this condition, the Authority shall:
6. 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;
7. give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
8. 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;
9. 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.
   * + 1. 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.

**42. Termination for Convenience**

* + - 1. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
      2. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

1. not start work on any element of the Contractor Deliverables not yet started;
2. complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
3. as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
4. terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
   * + 1. Where this condition applies (and subject always to the Contractor’s compliance with any direction given by the Authority under clause 42.b):
5. The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
6. in the possession of the Contractor at the date of termination; and
7. provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with

the agreement of the Authority, choose to retain;

1. the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
2. all such unused and undamaged materiel; and
3. Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
4. in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
   * + 1. The Authority shall (subject to clause 42.e below and to the Contractor’s compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
5. the Contractor taking all reasonable steps to mitigate such loss; and
6. the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
   * + 1. The Authority’s total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
       2. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
7. the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
8. the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
9. the Contractor’s right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
   * + 1. Claims for payment under this condition shall be submitted in accordance with the Authority’s direction.

**43. Material Breach**

* + - 1. 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.
      2. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:

1. carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
2. obtaining the Contractor Deliverable in substitution from another supplier.

**44. Consequences of Termination**

* + - 1. 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.

# Additional Conditions

**45. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:**

# DEFCON5J (Edn.12/17) - Unique Identifiers (Where used in conjunction with contracts for services, Clause 4 of the DEFCON shall not apply.)

# DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information (For application see CDR at Annex D1 to Schedule 9)

# DEFCON 21 (Edn. 10/04) – Retention of Records (For application see CDR at Annex D1 to Schedule 9)

# DEFCON 23 SC2 (Edn 11/17) - Special Jigs, Tooling and Test Equipment

# DEFCON 76 (Edn 11/17) - Contractor's Personnel at Government Establishments

# DEFCON 82 SC2 (Edn 11/17) - Special Procedures for Initial Spares

# DEFCON 90 (Edn.11/06) - Copyright

# DEFCON 117 (Edn 11/17) - Supply of Information for NATO Codification Purposes

# DEFCON 532B (Edn 05/18) - Protection of Personal Data

# DEFCON 611 SC2 (Edn 02/16) - Issued Property

# DEFCON 624 SC2 (Edn 11/17) - Use of Asbestos

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

# DEFCON 647 SC2 (Edn 11/17)– Financial Management Information

# DEFCON 658 SC2 (Edn 11/17) – Cyber

# DEFCON659A (Edn.02/17) - Security Measures

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

# DEFCON 684 (Edn 01/04) - Limitation upon Claims In Respect Of Aviation Products

# DEFCON 694 SC2 (Edn 08/18) - Accounting For Property of the Authority

* 1. **The special conditions that apply to this contract are: ascertained**
  2. **Release of Payment**

1. Items 1, 2, 3, 4, 7 & 8: Subject to condition 47.1, payment for Items 1, 2, 3, 4, 7 & 8 of the Schedule of Requirements shall only be after Deliverables have been delivered and accepted in accordance with the Terms & Conditions of the Contract, Statement of Work at Annex A2 to the Contract and the Delivery Plan at Annex G to the Contract. Following delivery (and acceptance), the Contractor shall submit an invoice via Contracting Purchasing & Finance (CP&F) against the relevant Purchase Order (PO) which the Authority’s Project Manager shall verify. Once Verified the Invoice will be processed by Defence Business Service Finance (DBS) who will release payment. Suppliers must be set up with ExoStar in order to receive PO’s and process invoices.
2. Items 5 & 6: Subject to condition 47.1, payment for Items 5 & 6 of the Schedule of Requirements shall be made upon satisfactory delivery as specified in the CP&F Demand Order. The Contractor shall submit claims via CP&F against which the Authority’s Project Manager shall verify. Once Verified the Invoice will be processed by DBS Finance who will release payment. Suppliers are expected to be set up with ExoStar in order to receive PO’s and process invoices.  
   1. **Call-Off Arrangement**
      * 1. A Limit of Liability will be set for Line Items 5 & 6 of the Schedule of Requirements. “Limit of Liability” means the maximum value of orders the Authority may demand against the respective Line Items of the Schedule of Requirements. The Authority will not be bound to order any articles against these Limits of Liability(Lol) for the duration of the Contract.
        2. The Authority will place orders via TAF (Annex F to draft Contract) with the Contractor against Line Items 5 & 6 by submitting a Demand Order via the CP&F system. Only those firm prices detailed at Schedule 2 will be used for the pricing of orders placed under these Line items.
        3. Spend against the Lol will be monitored via the Commercial Manager and CP&F to ensure it is not exceeded per year.
        4. The Contractor must inform MOD when 75% of the Lol has been reached per year.
   2. **Gainshare**
      * 1. The Authority and the Contractor shall during the period of the Contract identify all possible areas for Gainshare. Gainshare is defined as working together to derive mutual advantage where there is a benefit to both the Authority and the Contractor.
        2. Any Gainshare proposal shall be raised using the Change Proposal form (Gainshare Agreement) at Annex E to Schedule 9.
        3. Any Gainshare identified shall be considered in line with the Framework Agreement at Annex E to Schedule 9.
        4. All savings achieved as a result of a Gainshare agreement shall be shared, in a ratio to be agreed between both parties, subject to the following:

Any non-recurring costs incurred during investigation and subsequent implementation of any agreed Gainshare arrangement shall be offset against the agreed savings.

* + - 1. Any non-recurring costs incurred by the Contractor during investigation of a proposed Gainshare which has been approved by the Authority during a quarterly Progress Meeting, but where it is later decided by the Authority not to proceed with the Gainshare, shall be allowed as a genuine charge to the Contract,
      2. Any non-recurring costs incurred by the Contractor during investigation of a proposed Gainshare which has been approved by the Authority during a quarterly Progress Meeting, but where it is later decided by mutual agreement not to proceed with the Gainshare, shall be shared in a ratio to be agreed between both parties.
      3. The Authority may at his discretion, request the Contractor to provide a quotation for non- recurring costs incurred.
      4. The Contractor shall not claim any profit when recovering non- recurring costs under a Gainshare proposal.
  1. **Copyright**
     + 1. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.
       2. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
       3. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing from the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
       4. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:

1. to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;
   * + - 1. to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;
         2. to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;
         3. to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.
       1. Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause 46.4 above.
       2. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third-party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.
       3. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
       4. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
       5. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.
   1. **Exercise of Options**
      * 1. The option period detailed below is subject to FIXED pricing in line with the Variation of Price clause 47.3, should the option periods be exercised.
        2. In addition to the quantity detailed in the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable options to purchase additional years of supply and support as set out below, in accordance with the Terms and Conditions set out in this Contract or any such subsequent Contract or Contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.
           1. Up to an additional three years of In Service Support in accordance with the Statement of Work.
        3. The Authority shall have the right to exercise the options during the Contract, subject to the Authority exercising the option no later than three calendar months prior to the commencement period of the option or within such further period as corresponds to the aggregate of any period(s):
           1. of delay in the delivery programme whether constituting any breach of the Contract or;
           2. for the duration of which the Authority is prevented from exercising any such option by reason of any other breach of the Contract by the Contractor.
        4. The Authority shall have the right to exercise the options by notifying the Contractor in the form of a contract amendment. Only the Authority’s Commercial Officer or their authorised representative is authorised to exercise the options.
        5. Options will be implemented in either monthly or yearly increments subject to the work involved, to be confirmed at the time of option exercise.
2. **The special processes that apply to this contract are:**
   1. **Contractor Performance Measurement and Incentivisation**
      * 1. Claims for payment are subject to an agreed incentivisation arrangement. The Contractor agrees to the delivery requirements for all Items listed in the Schedule of Requirements (Schedule 2) in accordance with the Key Performance Indicators (KPIs) at Annex B to the Contract. In the event that during any performance review period the Contractor fails to meet his obligations, the Authority is entitled to the retention of a percentage of payment due to the Contractor in accordance with Annex B. The retention figure represents the diminished value of the service received in the event of a failure against the KPIs.
        2. The Contractor’s performance under the Contract shall be monitored by the Authority and measured following each delivery. The Authority shall assess the Contractor's performance against the KPIs in accordance with Annex B as either having met or not met his performance target.
        3. The aim of KPI measurement is to capture effectively the key outputs of the Contract and to provide the Authority with an objective and realistic measurement of the Contractor’s performance and to provide an incentivisation mechanism which encourages high performance and continuous improvement.
        4. The KPIs and PIs identified at Annex B are jointly agreed between the Authority and the Contractor and are deemed to be objectives against which performance can be assessed. The agreed KPIs and PIs shall be applicable for the duration of the Contract unless formally amended.
        5. The Authority shall be responsible for measuring the KPIs, evaluating performance against all KPIs following each delivery. Payment will not be made until any performance credits have been deducted to reflect poor performance where it occurs. The KPIs will be managed in accordance with the process set out at Annex B.
        6. If the Contractor should score ‘Red’ for a KPI on 2 or more occasions in a rolling 12-month period the Authority may, by notice in writing to the Contractor, terminate the Contract with immediate effect in accordance with clause 40, or set a new date for achievement of the KPI.
        7. The Authority will require the Contractor to submit a recovery plan when the contractor scores Amber against a KPI, and where applicable update this against a red KPI. which, if found acceptable to the Authority, will agree a new date for successful achievement of the respective delivery . The Authority reserves the right not to reset the KPI to green.
        8. The Authority must formally respond to this plan within five (5) working days.
        9. Under a red KPI or 2 amber KPI’s within a 6 month period, if the recovery plan is not acceptable to the Authority, then the Authority reserves the right to terminate the Contract with immediate effect.
        10. In the event that the Authority accepts the Contractor’s recovery plan, the Contractor shall work to the recovery plan as if it were the date originally specified in the Contract deliverables. If the Contractor fails to meet the new date for achievement of the deliverable identified in his recovery plan, then the Authority reserves the right to terminate the Contract with immediate effect.
        11. The Authority shall use the results collated over the duration of the contract for the KPIs as a performance measurement tool and may communicate the results to the Supplier Relations Team (SRT) and the Supplier Relations Group – (SRG) for use by other Ministry of Defence personnel and other government departments where required.
   2. **Tasking Procedure – Applicable to Items 5 & 6 of the Schedule of Requirements**
      * 1. Part A of the Tasking Approval Form
        2. The Task Approval Form at Annex F1 shall be used to authorise ad-hoc support activities under the Contract. The Authority’s Project Manager shall define the content of the work required and shall issue a Task Approval Form. The Task Approval Form shall identify the individual priority of the Task. The Contractor shall be advised by the Authority’s Project Manager of the Task Number to be used.
        3. Part B of the Tasking Approval Form
        4. The Contractor shall complete part 2 of the Task Approval Form giving details of how he will carry out the work specified in Part 1 and provide a firm price quotation for the task. The Contractor shall give a breakdown by labour grade, man-hours and any other costs, utilising the agreed rates at Annex F2. Part B shall be returned within 5 Business days of receipt by the Contractor.
        5. Part B1 of the Tasking Approval Form
        6. The Contractor shall identify, in his task proposal, any work which he will be required to conduct away from his premises.
        7. The Contractor may claim accommodation of up to a maximum of £90 per night per person, on production of evidence of actual expenditure. Payment in excess of £90 will require the prior written approval of the Authority’s Project Manager or his nominated representative. Meals shall be up to a maximum of £20.00per person (if not included in the overnight accommodation costs). Subsistence shall be variable (dependent upon UK or Overseas) up to a maximum of £10.00 per person.
        8. UK: Car journeys using the Contractor’s own vehicle will be paid at a maximum of Twenty-Six (26) pence per mile. The Contractor shall produce a signed certificate detailing the number of miles travelled and confirming that the claim relates solely to travel in connection with the performance of the Contract. Claims relating to vehicle insurance are inadmissible. All rates quoted for Air Travel within the UK shall be at the most economical class.
        9. The Authority will only pay fees for Contractors personnel which it has accepted as assigned to a Project and as identified in the Tasking Form as part of the Contractors proposal (or any amendment thereof). All maximum values shall continue for the term of the Contract.
        10. For any quotation submitted, the Authority reserves the right to demand evidence of receipts against which any claim has been made and shall, if the total value of the receipts is found to be disproportionately lower than the claim submitted, invoice the Contractor by DAB1 the difference between estimates/rates listed at Annex F2 and actuals.
        11. Part C to the Tasking Approval Form
        12. Subject to approval and acceptance of the Part B of the Task Approval Form by the Authority, the Contractor shall proceed with the agreed work accordingly.
        13. If it is decided not to proceed with any specific task, the Authority shall so advise the Contractor in writing.
   3. **Variation of Price**
      * 1. Variation of Price is applicable to option years 6 – 8 only.
        2. The prices stated in the Schedule of Requirements are FIXED at Contract Award price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased.  Any such variation shall be calculated in accordance with the following formula:

V = P (a+b(Oi/O0)) - P

*Where:*

V represents the variation of price

P represents the FIXED price as stated in the Schedule of Requirements

O represents the index K38D - *Other manufactured goods.*

O0 represents the average OUTPUT Price Index figure for the base period **Jan 2025** to **Jan 2026**.

Oi represents the average OUTPUT Price Index figure for the period **Jan 2025** to **Jan 2026**.

a represents the Non-Variable Element (NVE) = of 0.1

b represents the Variable Element of = 0.9

a+b=1

* + - 1. The Index referred to in Clause 47.3b above shall be taken from the following Tables:
      2. OUTPUT Price Index - e.g. ONS Publication MM22 Table 2 'Price Indices of UK OUTPUT: All Manufacturing and Selected Industries', or, Table 4 'Price Indices of Products Manufactured in the UK'.
      3. Indices published with a ‘B’ or ‘F’ marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an ‘F’ marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
      4. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
      5. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.
      6. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy.  Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
      7. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
      8. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor.  Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
      9. Claims under this Condition shall be submitted to the Bill Paying Branch, certified to the effect that the “requirements of this Clause 47.3 have been met.
  1. **Release to Service**
     + 1. In accordance with line item 1a of the Schedule of Requirements, the Contractor is required to deliver 5 complete size rolls of BNS equipment and an additional 18 sets that meet the dimensions of the DSTL and QQ Manikins to support Qualification and Integration Trials within three (3) months of Contract Award, to support Release to Service (RTS).
       2. In accordance with this condition, delivery by the Contractor for line 1b of the Schedule of Requirements shall only be after Deliverables of item 1a have been delivered and accepted. Acceptance of deliverables under the contact shall be in writing to the satisfaction of the Authority’s Project Manager in accordance with the SOW.
       3. Item 1b of the Schedule of Requirements will not be accepted by the Authority until successful completion of Release to Service, at which point the Contractor will be notified in writing by the Authority that delivery in accordance with the agreed Delivery Schedule can begin.
       4. Release to Service is anticipated for completion six (6) months post Contract Award, however this is subject to change and will be confirmed by the Authority at the earliest date.

**Schedule 1 - Definitions of Contract**

|  |  |
| --- | --- |
| **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 when DEFCONs are added to these Conditions**); |
|  |  |
| **Authority** | means the Secretary of State for Defence acting on behalf of the Crown; |
|  |  |
| **Authority’sRepresentative(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 condition 8; |
|  |  |
| **Business Day** | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
|  |  |
| **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: |
|  | 1. Government Department; |
|  | 1. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); |
|  | 1. Non-Ministerial Department; or |
|  | 1. Executive Agency; |
| **Collect** | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly; |
|  |  |
| **Commercial Packaging** | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
|  |  |
| **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 Deliverablesare to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order; |
|  |  |
| **Consignor** | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
|  |  |
| **Contract** | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract); |
|  |  |
| **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 supply 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** | means the Information listed in the completed Schedule 5 |
| **Sensitive Information** | (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 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; |
|  |  |
| **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 |
|  | 1. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; |
|  | 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; |
|  |  |
| **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 |
|  |  |
| **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; |
|  |  |
| **Dangerous Goods** | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: |
|  | 1. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); |
|  | 1. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); |
|  | 1. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); |
|  | 1. International Maritime Dangerous Goods (IMDG) Code; |
|  | 1. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; |
|  | 1. International Air Transport Association (IATA) Dangerous Goods Regulations. |
|  |  |
| **DBS Finance** | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
|  |  |
| **DEFFORM** | means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>; |
|  |  |
|  |  |
| **DEF STAN** | means Defence Standards which can be accessed at [https://www.dstan.mod.uk](http://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 condition 28 and Delivered and Delivery shall be construed accordingly; |
|  |  |
| **DeliveryDate** | 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; |
|  |  |
| **Denomination of Quantity** | means the quantity or measure by which an item of material is |
| **(D of Q)** | managed; |
|  |  |
| **Design Right(s)** | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988; |
|  |  |
| **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); |
|  |  |
| **EffectiveDate of Contract** | means the date specified on the Authority’s acceptance letter; |
|  |  |
| **Evidence** | means either: |
|  | 1. 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; or |
|  | 1. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET; |
|  |  |
| **Firm Price** | means a price (excluding VAT) which is not subject to variation; |
|  |  |
| **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; |
|  |  |
| **Government Furnished** | is a generic term for any MOD asset such as equipment, |
| **Assets (GFA)** | information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
|  |  |
| **Hazardous Contractor** | means a Contractor Deliverable or a component of a Contractor |
| **Deliverable** | 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 “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, 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”; |
|  |  |
| **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; |
|  |  |
| **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; |
|  |  |
| **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; |
|  |  |
| **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. |
|  |  |
| **Military Level Packaging (MLP)** | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.; |
|  |  |
| **Military Packager** | is a MOD sponsored scheme to certify military Packaging |
| **Approval Scheme (MPAS)** | designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).; |
|  |  |
| **Military Packaging Level (MPL)** | shall have the meaning described in Def Stan 81-041 (Part 1).; |
|  |  |
| **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 inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949; |
|  |  |
| **Notices** | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract; |
|  |  |
| **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** | shall mean the organisation that is responsible for the original |
| **(PDA)** | 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.; |
|  |  |
| **Parties** | means the Contractor and the Authority, and Party shall be construed accordingly; |
|  |  |
| **Primary Packaging Quantity** | means the quantity of an item of material to be contained in an |
| **(PPQ)** | individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).; |
|  |  |
| **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: |
|  | 1. pre-consumer reclaimed wood and wood fibre and industrial by-products; |
|  | 1. post-consumer reclaimed wood and wood fibre, and driftwood; |
|  | 1. reclaimed timber abandoned or confiscated at least ten years previously; |
|  | it excludes sawmill co-products; |
|  |  |
| **Safety Data Sheet** | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).; |
|  |  |
| **Schedule of Requirements** | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable; |
|  |  |
| **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; |
|  |  |
| **Specification** | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements); |
|  |  |
| **STANAG4329** | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.html); |
|  |  |
| **Subcontractor** | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly |
|  |  |
| **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; |
|  |  |
| **TransparencyInformation** | 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; |
|  |  |
| **Virgin Timber** | means Timber and Wood-Derived Products that do not include Recycled Timber. |

**Schedule 2 - Schedule of Requirements for Contract No:** **CBRN/00243**

**For** **the supply of a below neck CBR Protective Clothing System for Aircrew**

*Notes to Tenderers:*

*\*This document will be updated prior to issue of Contract, where dates state ‘agreed at Contract Award (CA)*

\*\* All Prices are to be Firm (Non-moveable, non-revisable) and ex VAT)

| **Contractor Deliverables** | | | | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Item Number** | **MOD Stock Reference No.** | **Part No.** (where applicable) | **Specification** | **Consignee Address Code \*** | **Packaging Requirements inc. PPQ and DofQ** | **Delivery Date** | **Total Qty** | **Price (£) Ex VAT** | |
| **Per Item** | **Total inc. packaging**  **(and delivery if specified in Schedule 3 (Contract Data Sheet))** |
| 1 |  |  | Supply of full PATSY BNS (Undergarment, Socks, Gloves)  (In accordance with Work Packages 2 & 3 of the SOW Annex A)  Acceptance of deliverables under the contact shall be to the satisfaction of the Authority’s Project Manager  in accordance with the SOW. |  | In accordance with Work Package 6 of the SOW at Annex A to the Contract | **Item 1a:**  Work Package 2.2a delivered **REDACTED** agreed at Contract Award. | **To support RTS:**  Delivery of **REDACTED** Below Neck System plus **REDACTED** of DSTL lab sizing in accordance with SOW ref 2.2a no later than **REDACTED** | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| **Item 1b:**  Work Package 3.1a as agreed **REDACTED** in accordance with the SOW Annex A. | **Delivery Dependant on achieving RTS:**  Delivery of **REDACTED** BNS ref 3.1a no later than **REDACTED**  Delivery of **REDACTED** BNS ref 3.1a no later than **REDACTED** | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| 2 |  |  | Initial Training for the full PATSY BNS (In accordance with Work Packages 2 & 5 of the SOW Annex A)  Acceptance of deliverables under the contact shall be to the satisfaction of the Authority’s Project Manager  in accordance with the SOW. |  |  | Work Package 2.1a delivered **REDACTED**  Work Package 5.1a delivery **REDACTED**  Work Package 5.2a delivery **REDACTED** | Representation at estimated **REDACTED** ref 2.1a  Delivery of **REDACTED** off Training Course ref 5.1a  Delivery of **REDACTED** set of Training Documentation ref 5.2a. | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| 3 |  |  | In Service Support  (Years 1 – 5)  (In accordance with Work Packages 1 of the SOW Annex A)  Acceptance of deliverables under the contact shall be to the satisfaction of the Authority’s Project Manager  in accordance with the SOW. |  | N/A | Work Package  1.2b **REDACTED**  Work Package 1.3a **REDACTED** | (In accordance with Work Package1 of the SOW Annex A) | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| 4 |  |  | Reporting  (Years 1 – 5)  (In accordance with Work Packages 1, 4, 6, 7 & 8 of the SOW Annex A)  Acceptance of deliverables under the contact shall be to the satisfaction of the Authority’s Project Manager  in accordance with the SOW. |  | N/A | Work package 1.1a within **REDACTED** of Contract Award  Work package 1.1b (and associated documents - 4.1a,4.3a & b, 6.1a, 6.2a, 6.3a, 7.1a & 8.1a) **REDACTED** of Contract Award  Work package 1.2a delivered **REDACTED** from of CA.  Work Package 1.3b **REDACTED** from CA.  1.4a **REDACTED** CA.  Work package 4.2a iaw work package 3 of the SOW delivered **REDACTED** | (In accordance with Work Packages 1, 4, 6, 7 & 8 of the SOW Annex A) | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| 5 |  |  | Ad Hoc Spares (Consumable)  (In accordance with Work Package 3 of the SOW Annex A) |  | As per TAF agreement  (refer to Annex F for guidance)  Inaccordance with Work Package 6 of the Statement of Work at Annex A to the Draft Contract | As per agreed Lead times in Schedule 2.1 and agreed via Demand Order. | TBA | As Annex D (Consumable Spares Pricing) | *Authority to define*  *Limit of Liability at*  *Contract Award* |
| 6 |  |  | Ad Hoc Support (In accordance with Work Package 4 of the SOW Annex A) |  | As per TAF agreement  (refer to Annex F for guidance) | TBA | TBA | As Per Annex D (Labour Rates) | *Authority to define*  *Limit of Liability at*  *Contract Award* |
| 7 |  |  | OPTION – On-going In-Service Support (Years 6-8)  (In accordance with Work Package 1 of the SOW Annex A) | N/A | N/A | Work package 1.2b. | N/A | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| 8 |  |  | OPTION – On-going reporting (Years 6-8)  (In accordance with Work Package 1 of the SOW Annex A)  Payment will be made in accordance with the Delivery Schedule at Annex G. | N/A | N/A | Work packages 1.2a. | N/A | [Tenderer to insert Firm price] | [Tenderer to insert Firm price] |
| **Total Firm Price Ex. VAT (Excluding Limits of Liability, Including Option Years)** | | | | | | | | | **[Tenderer to insert Firm price]** |
| ***Total Firm Price Ex. VAT (Including Limits of Liability* & Option Years*)*** | | | | | | | | | *Authority to complete at Contract Award once Limit of Liability defined* |

| **Item Number** | **Consignee Address (XY code only)** |
| --- | --- |
|  |  |

**\***(as detailed in DEFFORM 96)

Schedule 3 Contract Data Sheet for Contract No: CBRN/00243

|  |
| --- |
| **General Conditions** |
| **Condition 2 – Duration of Contract:** |
| The initial Contract expiry date shall be: 5 years from Contract [start date *-to be updated at Contract Award]*  *Option to extend for up to 3 years.* |
| **Condition 4 – Governing Law:** |
| Contract to be governed and construed in accordance with:  English Law  Scots Law  Clause 4.d shall apply *(one must be chosen)*  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 4.g (if applicable) are as follows: |
| **Condition 8 – Authority’s Representative:** |
| The Authority’s Representatives for the Contract are as follows:  Commercial: Emily Barrow (as per DEFFORM 111)  Project Manager: Nigel Smith (as per DEFFORM 111) |
| **Condition 19 – Notices:** |
| Notices served under the Contract shall be sent to the following address:  Authority: Emily Barrow *(as per DEFFORM 111)*  Notices can be sent by electronic mail? |
| **Clause 20.a – Progress Meetings:** |
| The Contractor shall be required but not limited to attend the following meetings:  **Type****:**   * Project Boards (PB). * Capability Integration Working Groups (CIWG). * Project Safety and Environmental Committees (PSEC) * Supportability and Training Working Groups (S&TWG) * Integrated Test Evaluation and Acceptance Working Group (ITEAWG)   **Frequency:**  **REDACTED** Contract Award (CA)  *Known dates to be added at CA.*  Location: **REDACTED**  Meeting minutes must be provided to the Authority within five working days following all progress meetings. Acceptance in writing by the Authority and Contractor must be obtained. |
| **Clause 20.b – Progress Reports:** |
| **The Contractor is required to submit but not limited to the following Reports:**   * Project Schedule. * Delivery Plan. * Quality Plan. * In Service Support (TMLP)   **Frequency:**  **In accordance with the acceptance criteria stated within the SOW.**  Reports shall be delivered to the following address:  Project Manager: **REDACTED** *(as per DEFFORM 111)*  The Authority may request additional reporting which will be requested in accordance with the Draft Contract Annex F. |
| **Supply of Contractor Deliverables** | |
| **Condition 21 – Quality Assurance:** | |
| Is a Deliverable Quality Plan required for this Contract?  *(tick as appropriate)*  If required the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within **REDACTED** 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.  **Other Quality Assurance Requirements:**  It is required that the preferred contractor is working to the following (or equivalent) standards; AQAP 2110, AQAP 2105 (Quality Plan Standards), DefStan 05-61 Pt9. | |
| **Condition 22 – Marking of Contractor Deliverables:** | |
| **Special Marking requirements:**  To be confirmed | |
| **Condition 24 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:** | |
| A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) Defence Safety Authority – **REDACTED**  to be Delivered within 3 months of CA in accordance with the SOW. | |
| **Condition 25 – Timber and Wood-Derived Products** | |
| A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)  to be Delivered by the following date: Tender return. | |
| **Condition 26 – Certificate of Conformity:** | |
| Is a Certificate of Conformity required for this Contract?  Applicable to Line Items: As stated in the SOW (Line 4.2)  If required does the Contractor Deliverables require Traceability throughout the Supply Chain?  Applicable to Line Items: As stated in the SOW (Line 4.2) | |
| **Clause 28.b – Delivery by the Contractor:** (in accordance with Condition 28 above) | |
| The following Line Items are to be Delivered by the Contractor  Line Items 2.2, 3.1, 3.2  Special Delivery Instructions:  To be reported if necessary. | |
| **Clause 28.c – Collection by the Authority:** (in accordance with Condition 28 above) | |
| The following Line Items are to be Collected by the Authority:  N/A  Special Collection Instructions:  N/A    Each consignment is to be accompanied by a DEFFORM 129J.  Consignor details (in accordance with 28.c.(4)):  Line Items:       Address:  Line Items:       Address:  Consignee details (in accordance with condition 23):  Line Items:       Address:  Line Items:       Address: | |
| **Condition 30 – Rejection:** | |
| The default time limit for rejection of the Contractor Deliverables is twenty (20) calendar days unless otherwise specified here: | |
| N/A | |
| **Condition 32 – Self-to-Self Delivery:** | |
| Self to Self-Delivery required:  If required, Delivery address applicable:  N/A at this time | |

|  |
| --- |
| **Pricing and Payment** |
| **Condition 35 – Contract Price:** |
| All Schedule 2 line items shall be Firm Price other than those stated below:  Line Items 1, 2, 3, 4, 7 & 8 Clause 48 refers |

|  |
| --- |
| **Termination** |
| **Condition 42 – Termination for Convenience** |
| The Notice period for terminating the Contract shall be twenty (20) calendar days unless otherwise specified here: |
| N/A |

|  |
| --- |
| **Other Addresses and Other Information** (forms and publications addresses and official use information) |
| See Annex A to Schedule 3 (DEFFORM 111) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **DEFFORM 111**  **(Edn 11/17)**  **Appendix - Addresses and Other Information** | | | | |
|  | 1. **Commercial Officer:**   Name: **REDACTED**  Address:  **REDACTED**  Email: **REDACTED**  🕿 **REDACTED** |  | **8. Public Accounting Authority:**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – **REDACTED**  🕿 **REDACTED**  2. For all other enquiries contact DES Fin FA-AMET Policy, **REDACTED**  🕿 **REDACTED** |  |
|  | | | | |
|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):   Name: **REDACTED**  Address: **REDACTED**    Email: **REDACTED**  🕿 **REDACTED** |  | **9. Consignment Instructions:**  The items are to be consigned as follows:    See Schedule of Requirements |  |
|  | | | | |
|  | 1. **Packaging Design Authority:**   Organisation and point of contact:  **REDACTED**  **REDACTED**  **REDACTED**  Email: **REDACTED**  🕿 **REDACTED** |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:  A**. DSCOM**, **REDACTED**  Air Freight Centre  IMPORTS 🕿 **REDACTED**  EXPORTS 🕿 **REDACTED**  Surface Freight Centre  IMPORTS 🕿 **REDACTED**  EXPORTS 🕿 **REDACTED**  B. **JSCS**  JSCS Helpdesk 🕿 **REDACTED** Fax No **REDACTED** www.freightcollection.com |  |
|  | | |
|  | 1. **(a) Supply/Support Management Branch or Order Manager**   **Branch/Name:**  Refer to details in box 2.    🕿  **(b) U.I.N.** |  |
|  | | | | |
|  | 1. **Drawings/Specifications are available from:**   See box 2. |  | **11. The Invoice Paying Authority:**  **REDACTED** 🕿 **REDACTED**  **REDACTED**  **REDACTED**  **REDACTED** Fax **REDACTED**  **REDACTED** **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
|  | | |
|  | 1. **Intentionally Left Blank** |  |
|  | | | | |
|  | 1. **Quality Assurance Representative:**     **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] |  | **12. Forms and Documentation are available through \*:**  Ministry of Defence, Forms and Pubs Commodity **REDACTED**  **REDACTED**  **REDACTED**  **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 Intranet site requests should be submitted through the Commercial Officer named in Section 1. |  |
|  | | | | |
|  | | | | |

Schedule 4 - Contract Change Process Procedure (i.a.w. clause 6.b)  
for Contract No: CBRN/00243

**1. Authority Changes**

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a " Change") in accordance with this Schedule 4.

**2. Notice of Change**

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

**3. Contractor Change Proposal**

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

* + - * 1. the effect of the Change on the Contractor’s obligations under the Contract;
        2. a detailed breakdown of any costs which result from the Change;
        3. the programme for implementing the Change;
        4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
        5. such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
   1. evaluate the Contractor Change Proposal;
   2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
      * 1. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
           1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
           2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
        2. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
        3. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

**5. Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor’s Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: CBRN/00243**

|  |
| --- |
| CONTRACT NO: CBRN/00243 |
| Description of Contractor’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

**Schedule 6 – Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No:** **CBRN/00243**

**Hazardous Contractor Deliverables, Materials or Substances**

**Statement by the Contractor**

Contract No: CBRN/00243

Contract Title: PATSY (CBR Below Neck System)

Contractor:

Date of Contract:

**[Insert at Contract Award]**

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:     ) attached in accordance with condition 24.

Contractor’s Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

**REDACTED**

**REDACTED**

**REDACTED**

Schedule 7 – Timber and Wood - Derived Products Supplied under the Contract:

Data Requirements for Contract Num: CBRN/00243

The following information is provided in respect of Clause condition 25 (Timber and Wood – Derived Products):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule of Requirements item and timber product type** | **Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence** | **Volume of timber Delivered to the Authority with other evidence** | **Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy** | ***Total volume of timber Delivered to the Authority under the Contract*** |
|  |  |  |  |  |

Schedule 8 - Acceptance Procedure (iaw condition 29) for Contract No: CBRN/00243

Acceptance of deliverables under the contact shall be to the satisfaction of the Authority’s Project Manager, in accordance with the following:

1. Terms and Conditions of the Contract
2. Systems Requirement Document (SRD) at Annex A1 - REDACTED
3. Statement of Work (SOW) at Annex A2

**Schedule 9 - Contract Annexes**

* Annex A1 System Requirements Document (SRD) – **REDACTED in its entirety due to the sensitivity of information contained.**
* Appendix 1 to SRD – Anthropometry Report - **REDACTED in its entirety due to the sensitivity of information contained.**
* Appendix 2 to SRD – Interface Control Document - **REDACTED in its entirety due to the sensitivity of information contained.**
* Appendix 3 to SRD – DEFSTAN 05-134 - **REDACTED**
* Appendix 4a & 4b RAFCAM Undressing Document - **REDACTED in its entirety due to the sensitivity of information contained.**
* Annex A2 Statement of Work (SOW)
* Appendix 1 to SOW – Contract Data Requirements List
* Annex B Key Performance Indicators (KPI’s)
* Annex C Shipping Form Design (DEFFORM 129J)
* Annex A to DEFFORM 129J – Shipping Form Attributes
* Annex D1 Contract Data Requirement (CDR) (DEFFORM 315)
* Annex D2 Contract Data Requirement List (CDRL)
* Annex E1 Gainshare Framework
* Annex E2 Gainshare Change Proposal Form (Parts A – C)
* Annex F1 Tasking Approval Forms (Parts A – C)
* Annex F2 Man Day Rates
* Annex G Delivery Plan
* Annex H NOT USED
* Annex I GFE List (if required)
* Annex J Security Aspects Letter (SAL)

**System Requirements Document (SRD**)

**REDACTED in its entirety due to the sensitivity of information contained.**

**Statement of Work (SOW)**

| **ITEM No** | **WORK CATEGORY** | **STATEMENT OF REQUIREMENT** | **REQUIREMENTS GUIDANCE** | **CONTRACT DELIVERABLES** | **ACCEPTANCE CRITERIA** | **REMARKS** |
| --- | --- | --- | --- | --- | --- | --- |
| **1** | **Programme Management** | | | | | |
| 1.1 | Programme Management -  Through Life Management (TLMP) | The contractor shall produce a Through Life Management Plan (TLMP):  The Contractor shall develop, deliver, maintain and update as necessary all information that defines the provision and support of the PATSY Below Neck System. | The TLMP is to contain the strategic management information relating to the delivery, management and control of the project throughout the Contract. This shall cover all aspects of planning, implementing, monitoring and delivery and support of the PATSY systems.  The provision and support of the PATSY Below Neck System shall be defined in the Contractors Through Life Management Plan (TLMP) kept under configuration control (iaw Defstan 05-57, which must include (but not limited to) the following:   * Project Delivery Schedule * Quality Plan (iaw Defstan 05-61 and include consideration of Def Stan 05-135 - Avoidance of Counterfeit material)   - The Quality Plan is to be tailored to the PATSY BNS Equipment, and contain the quality procedures required to maintain the requirement throughout the service contract.   * Through Life Support Plan (Including Obsolescence iaw Section 7 and Disposal iaw Section 8) | 1. A Project Delivery Schedule delivered at **REDACTED** 2. A TLMP delivered at **REDACTED** [BNS-1]   Both delivered via **REDACTED** in PDF or Microsoft Word format delivered to **REDACTED** | A Through Life Management Plan as detailed in the requirements guidance column to be approved and accepted by the Authority’s Project Manager.  The PM will inform the Contractor of his acceptance of the TLMP within 10 Working days of receipt  TLMP to be reviewed Quarterly iaw Section 1.2 | The Contractor will be expected to demonstrate that it is adhering to the principles set out in the TLMP in the management of this contract. |
| 1.2 | Contract Management progress reports and meetings | The Contractor shall produce a periodic report detailing the progress of the contract and shall host meetings to discuss said progress report with the Authority | Publish a progress report, contents to include but not constrained to:   1. Progress against project delivery schedule 2. Status of TLMP including items listed in section 1.1 3. Plan for support of events iaw section 1.3 of this SOW 4. Plan for support of Trials iaw section 2.1 | 1. Periodic Progress report **REDACTED**, first report due **REDACTED** delivered to **REDACTED** 2. A **REDACTED** progress meeting, held alternately at the Contractors premises and via a teleconference. First meeting **REDACTED**. | Acceptance of the Progress report by the Authority acknowledging progress is in accordance with schedule and this SOW.  Acceptance confirmed in writing by the PM within 10 working days of receipt. | The Contractor has dependencies on the Authority as to when meetings iaw section 1.3 are called and trials schedule iaw section 2.1.  Min notice required for attendance at meetings *is 10 working days.* |
| 1.3 | Programme Management - Stakeholder and Acceptance Management | The Contractor shall support the Authority at stakeholder meetings to support the acceptance of the PATSY Below Neck System. | The provision of support by the Contractor will require attendance at the following (but not limited to) Stakeholder meetings:   * Project Boards (PB) * Capability Integration Working Groups (CIWG) * Project Safety and Environmental Committees (PSEC) * Supportability and Training Working Groups (S&TWG) * Integrated Test Evaluation and Acceptance Working Group (ITEAWG) | 1. Representation by a suitably qualified, experienced and empowered, Contractors representative to: 2. Attend meetings as detailed in the requirements guidance and remarks. 3. Prepare for meetings – Review Agenda, identify items requiring input, liaise with PM to agree support required against agenda (telecon or e-mail) and complete actions as placed at meetings in time frames to be agreed at each meeting. | Evidence presented to and accepted by the Authority’s PM of actions placed on the Contractor at subject meetings have been staffed and completed to the satisfaction of the Authority’s PM.  Acceptance confirmed in writing by the PM within 10 working days of receipt.  Such actions to be captured in the progress report and reported at the progress meeting iaw Section 1.2 of this SOW. | Meetings will be held in **REDACTED** at either **REDACTED**), or other location (**REDACTED**) as best suits the business (to be confirmed at least 10 working prior to meeting date where possible) to be transacted and be of a maximum of 4 hours duration each:   * PB held **REDACTED** * CIWG held **REDACTED** * PSEC held **REDACTED** * ITEAWG **REDACTED** (coincident with C&IWG)   Note: This is an indicative schedule to generate Level of effort and appropriate T&S |
| 1.4 | Programme Management - Declaration of Design Performance (DDP) or Form 100 | The Contractor shall develop, deliver, maintain and update as necessary the DDP or Form 100 for the PATSY Below Neck System.  Demonstrate that the delivered ensembles comply with the PATSY SRD. | The provision of a DDP or Form 100 to provide design certification for the Below Neck System, that will be required to be updated as necessary during Trials and final Release to Service. | 1. Delivery of a DDP or Form 100 [BNS-2] to **REDACTED**.   The DDP or Form 100 must be updated throughout the Qualification and Platform Integration Programme to capture the evidence for each trials event that the build standard of the trials equipment conforms to the latest configuration. Thereafter up-issue as required through-life. | DDP or Form 100 that demonstrates to the Authority that the delivered BNS provides the required functionality compliant with the SRD.  DDP or Form 100 must be reviewed, and accepted by the Authority’s PM within the agreed timeframe (see remarks). | Schedule for delivery of DDP/Form 100 is dependent upon the Trials programme (section 2.1 of this SOW). An outline schedule will be agreed at CA but will be subject to review at Progress meeting in section 1.2. |
| **2** | **Trials and Demonstration** | | | | | |
| 2.1 | Demonstration - Support to trials | The Contractor shall be represented at Qualification and Integration Trials. | Provision of support to Equipment Level Qualification and Platform Level Integration Trials is required to:  Provide advice on the fitting and use of the Below Neck System.  Observe and record any shortfalls in the Below Neck System so that they can be addressed by the Contractor. | 1. The Contractor must provide representation at PATSY Qualification and Integration Trials [BNS-3]   The Contractor must attend qualification testing events or platform ground integration trials including a one day under water escape trial.  Trials programme and requirement for attendance to be briefed and agreed at project meetings identified in Section 1.3 of this SOW covering up to 8 platform types. | Support to trials undertaken as agreed, and reported to the Authority’s PM, as having been undertaken satisfactorily. | The Trials will take place at **REDACTED**  Estimated level of effort – **REDACTED** trials (for pricing and T&S estimates)  The Authority will aim to give a minimum of 10 working days notice of the requirement to support a trials event.  I.a.w Section 1.4 of this SoW a DDP/Form 100 is to be available to support flight clearance at the earliest opportunity post CA. |
| 2.2 | Trials Equipment | The Contractor shall deliver **REDACTED** x size rolls of BNS Equipment (including Undergarment, Socks, Gloves) to support Qualification and Integration Trials. An additional **REDACTED** sets that meet the dimensions of the DSTL and QQ Manikins (See remarks)  All equipment must be delivered in accordance with line item 6. | Required to support Qualification and Integration testing during D&M phase.  Timing of Qualification and Integration Trials to be determined by **REDACTED**. | 1. The Contractor shall deliver **REDACTED** complete size rolls of BNS equipment to support Qualification and Integration Trials and an additional **REDACTED** that meet the dimensions of the DSTL and QQ Manikins [BNS-4] by **REDACTED** 2. Each BNS set is to consist of Undergarment, Socks and Gloves. Size roll to be proposed by the Contractor in Tender response to meet the sizing requirements for trials subjects (and manikins). | Trials staff (**REDACTED**) will be tasked by the Authority to confirm that equipment as delivered, conforms to the requirement, the sizing specifications and is fit for purpose for the scheduled test events. | Some laboratory based qualification trials will use manikins, for which sizing will be provided to allow appropriate size roll to be determined.  Dstl Lab sizing (DEFFORM 47 section D2.51)  QQ Lab sizing (DEFFORM 47 section D2.58)  2.2a is to support Release to Service therefore 3.1a is dependent on this deliverable. |
| **3** | **Supply** | | | | | |
| **3.1.** | Supply  Initial Equipment Delivery | The Contractor shall supply the Authority with sufficient Below Neck Systems to equip **REDACTED** Aircrew (**REDACTED**), total **REDACTED**. | The Authority requires a total of **REDACTED** Below Neck Systems to establish the PATSY Capability.  Scaling across Undergarment sizing, Sock sizing and Gloves sizing to be iaw QinetiQ EMEA/AS/Spec181025/1 dated 8 Aug 18 “**Anthropometry report[[1]](#footnote-1)**  definition document for Project PATSY CBR protective system”.  The Authority requires the Contractor to undertake an initial delivery of **REDACTED** Below Neck Systems to meet Initial Operating Capability (IOC). The delivery profile to be agreed with the Authority at **REDACTED**. | 1. Provision of **REDACTED** Below Neck Systems [BNS-5] comprising of: 2. CBR Undergarment 3. CBR Flying Gloves 4. CBR Socks   Size roll to be proposed by the Contractor against the Anthropometric data set as supplied with the Tender Pack.  The Contractor is responsible for defining the delivery schedule including size and frequency of batch deliveries at **REDACTED**. | The Below Neck Systems shall be delivered to the Authorities Joint Supply Chain (address specified in the contract).  The supply standard of the Below Neck System must be as specified in the extant DDP or Form 100 iaw SOW item 1.4. | Scaled at **REDACTED** per equipped aircrew.  Initial Delivery cannot take place until the Authority confirms RTS which is anticipated to be **REDACTED**. The Programme Delivery Schedule should take into consideration RTS timescales.  Initial supply of **REDACTED** sets to support declaration of IOC (**REDACTED**) Between IOC and FOC (**REDACTED**) balance of a further **REDACTED** sets.  See section 2.2 above for delivery of Items to support Trials programme |
| 3.2 | Supply  Maintenance of stock levels | The Contractor, when tasked by Task Approval Form (TAF), shall provide to the Authority with Below Neck Systems or Below Neck System Components. | The Authority requires a re-supply of Below Neck Systems on demand to maintain the PATSY Capability.  The Authority will task the Contractor, stating the number of Below Neck Systems or components required by size via a TAF with a required delivery date. | 1. Below Neck Systems or system components comprising of: 2. CBR Undergarment 3. CBR Gloves 4. CBR Socks   (Or Below Neck System components) as tasked by the Authority. | The Below Neck Systems shall be delivered to the Authority’s Joint Supply Chain address specified in the contract.  The supply standard of the Below Neck System should be as specified in the extant DDP or Form 100. | Current planning assumptions based on crew turnover and likely usage indicate a requirement for **REDACTED** Below Neck Systems per year.    Assumed re-supply rate will also be dependent on the shelf life of the product. |
| **4** | **In Service Support** | | | | | |
| 4.1 | In Service Support – Technical Information | The Contractor shall act as the Design Authority (DA) for the PATSY Below Neck System and maintain technical information under configuration control.  Such information as the Authority required for by Operators, Maintainers and Supply Chain Managers to manage the PATSY BNS through life. | As DA for the PATSY Below Neck System, the Contractor shall maintain the information required to manage the PATSY BNS Through Life Support iaw Defstan 00-600 Issue 3.  Information should include but not be limited to: unpacking systems from packaging they are delivered /stored in, sizing, operation, maintenance, periodic inspection requirements, disposal instructions.  Any additional information that the Contractor considers to be required by the Authority to manage the BNS stock, including but not limited to, identification within the Support Plan of key subcontractors/suppliers, their financial standing, capacity and capabilities and any associated risks. | 1. Either as a Through Life Support Plan [BNS-6] or within the structure of another document as specified by the Contractor, which shall provide technical information for the PATSY BNS as required by this section.   Delivered iaw item 1. | Evidence that Technical information for the PATSY BNS including deliverables is provided in a format acceptable to the Authority. | Precise format and relationship between TLMP and TLSP to be agreed with Authority prior to CA. It is the Authorities intention that the burden placed on the Contractor for maintenance of these products to discharge its role as the DA is minimised consistent with PATSY BNS being a COTS product. |
| 4.2 | Technical Publications - Certificate of Conformity | The Contractor shall provide the Authority with a Certificate of Conformity (CofC) to confirm the Technical Information and Data provided is ‘technically accurate in respect of the source material supplied and is therefore safe to use’. | Defence Logistics Framework (DLF) details the requirement for a Certificate of Conformity for Commercial Off The Shelf manuals. Although the Technical Information and Data to be supplied to the Authority will be destined for inclusion in an Air Publication the Authority still requires the Certificate of Conformity. | 1. Certificate of Conformity [BNS-7]   Delivered as a PDF to **REDACTED**, delivery date **REDACTED** | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority’s PM. |  |
| 4.3 | Product Safety Data Sheet | The Contractor shall comply with legislation for the provision of safety information regarding any hazardous material associated with the PATSY Below Neck System. | DEFSTAN 00-56 covers Safety management requirements for Defence Systems  DEFCON 68 covers the Supply of Data for Hazardous Articles, Materials and Substances.  JSP 515 provides policy details on the Hazardous Stores Information System | 1. A completed Safety Data Sheet (SDS) [BNS-10] for any hazardous material associated with the PATSY Below Neck System. 2. A completed DEFFORM 68 [BNS-11] for the PATSY Below Neck System.   Delivered as a PDF and required at **REDACTED**. | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority’s PM.  Acceptance confirmed in writing by the PM within 10 working days of receipt. | Deliverable is required to Inform the PATSY Safety Case |
| 4.4 | In Service Support – Ad Hoc Support | As the Design Authority (DA) for the PATSY Below Neck System the Contractor shall provide technical support to the Authority for Failure investigations, Post design Services and other Ad Hoc technical tasks as required. | As DA for the PATSY Below Neck System the Contractor shall maintain the capability to carry out Designer tasks priced and authorised in accordance with the Tasking Procedure defined in the Contract. Tasks may include but not be limited to:   1. Failure Investigations using the MoD Form 760 / 760A / 761 process that meets the requirements of MAA Regulatory Article 4307. The results of such Investigations will be reviewed by a Sentencing Panel that would require Contractor attendance. 2. Post Design Services (PDS) Investigations.   c. Other: The contractor shall provide Other Ad Hoc services as required by the Authority, in support of PATSY system(s). | 1. The Authority shall issue a Tasking Approval Form (TAF) to the Contractor in the format of Annex F to the Draft Contract.   Deliverables to be defined by each specific Task.  The Contractor shall undertake no work that will attract a charge until Part B of the TAF has been agreed and accepted by the Authority and Part C completed. | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority as defined in each individual TAF.  Acceptance confirmed in writing by the PM within 10 working days of receipt. |  |
| **5** | **Training Support** | | | | | |
| 5.1 | Training Support | The Contractor shall develop and provide the Authority with Training for designated training staff to facilitate use of the Below Neck System. | The Training delivered shall provide the Authority with knowledge on how the Below Neck System should be stored, donned, doffed, used, maintained and disposed of.  PATSY Training is delivered by the **REDACTED** whose staff will be the target Audience for this training, along with Safety Equipment staff from **REDACTED** whose units will be operating the PATSY capability. | 1. **REDACTED** Training Course for Trainers [BNS-8]   Satisfactory delivery of training at date **REDACTED**.  Prior to IOC declaration the contractor shall deliver update training to **REDACTED** staff to cover any differences in the product as a result of Integration trials. | Content and quality of deliverable meet the satisfaction of the Authority’s PM.  Acceptance confirmed in writing by the PM within 10 working days of receipt. | See 4.1 above  “Train the trainer” sessions with **REDACTED** Staff and Safety Equipment staff from APED Equipped units. |
| 5.2 | Training Support - Documentation | The Contractor shall develop, deliver and maintain accurate information and data to facilitate the development of a coherent Training Course for the PATSY System as a whole.  The solution is required to be compliant with the Defence Systems Approach to Training (DSAT). | DLF details the Defence Systems Approach to Training (DSAT).  JSP 822 provides key points of policy and guidance of the provision and management of Training and Training Equipment. | 1. Training Information and Data [BNS-9]   Delivered in an editable Word version, soft copy to enable the Authority to update training documentation with relevant PATSY BNS system instructions and information.  Delivery date **REDACTED** | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority.  (If the product delivered at section 4.1 (technical information can be demonstrated to fulfil this requirement then separate documentation is not required). | The Authority will require an update to the APED Training course to accommodate the new BNS and will require the BNS Contractor to support this effort by inputting to the Training Needs Analysis. |
| **6** | **Packaging, Handling, Storage and Transportation (PHS&T) and Codification** | | | | | |
| 6.1 | Packaging, | The Contractor shall develop, deliver and maintain Packaging instructions for the PATSY BNS system. | DLF (Defence Logistics Framework) defines the policies and processes for Packaging and provides guidance on PHS&T.  DEFCON 129 details the requirements for Packaging. | 1. The Contractor shall Package and Label the Below Neck System for delivery to the Authority in accordance with the System Requirements. 2. Provide proposals for Packaging and labelling in a PHS&T recommendation report [BNS-14] delivered electronically in PDF to the Authority’s PM by **REDACTED** | Packaging and labelling proposals in the PHS&T recommendation report reviewed and accepted by the authority | PATSY BNS provides a contingent capability and must have a significant shelf life. When called upon for use articles should be capable of being quickly and easily removed form packaging and prepared for use with minimal risk of damage that may adversely affect performance. |
| 6.2 | Handling, Storage, and Transportation | The Contractor shall develop, deliver and maintain Handling, Storage and Transportation, instructions for the PATSY BNS system. | Handling Storage and Transportation guidance is provided in the DLF, and are to conform with requirements to deliver stores into the Defence Fulfilment Centre (DFC) managed by LEIDOS | 1. Provide proposals for Handling, Storage and Transportation in a PHS&T recommendation report (see 6.1) | Handling, Storage and Transportation proposals in the PHS&T recommendation report reviewed and  accepted by the authority. | Through the APED Project the Authority has experience of working with LEIDOS to place stores in the DFC. |
| 6.3 | Codification | The Contractor shall undertake Codification of the BNS product range. | The Contractor is to complete the codification of their product range such that each component (undergarment, socks, gloves) is codified by product type and size. The Contractor shall provide all necessary information required by the codification bureau to obtain NSNs for its product range as delivered into Project PATSY. Where, as a COTS product such codification has already been undertaken these NSNs may be maintained in use to fulfil the PATSY requirement. | 1. A complete set of NSNs for all components and sizes of the PATSY BNS delivered to the Authority’s PM by **REDACTED**. [BNS-15] | The Authority will confirm with the Codification bureau that all essential information has been received where new NSNs have been created and will complete a 100% check of NSNs provided by the Contractor to confirm all components and sizes of PATSY BNS articles are codified. |  |
| **7** | **Obsolescence Management** | | | | | |
| 7.1 | Obsolescence Management - information | The Contractor shall manage obsolescence issues for the PATSY Below Neck System iaw IEC 62402;20071. | DLF provides key points of policy and guidance concerning the Management of Obsolescence.  The system or components may become obsolete. The Contractor shall propose solutions for addressing issues, to be agreed with the Authority. | 1. Obsolescence Management Plan [BNS-12] for the Below Neck System.   Required in PDF delivered to the Authority’s PM **REDACTED** | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority’s PM.  Acceptance confirmed in writing by the PM within 10 working days of receipt. | Obsolescence management plan may be included in the TLMP (section 1) as determined by the Contractor and agreed by the Authority. |
| **8** | **Disposal and Termination** | | | | | |
| 8.1 | Disposal and Termination | The Contractor shall develop Disposal Instructions in the form of a plan that defines how the PATSY Below Neck System can be economically, safely and sustainably disposed. | DLF provides key points of policy and guidance concerning the Disposal of Material. | 1. A Disposal plan [BNS-13]   Required in PDF delivered to the Authority’s PM **REDACTED** | Content and quality of deliverable in the quantities agreed within the agreed lead times to meet the satisfaction of the Authority’s PM.  Acceptance confirmed in writing by the PM within 10 working days of receipt. | The Authority complies with international, national and MOD legislation and policies to ensure the safe disposal of items and waste.  This is applicable through life and may for a part of the TLMP (section 1) as determined by the Contractor in agreement with the Authority. |
|  | **End** | | | | | |

**Contract Data Requirements List**

| CDRL No | TITLE | FORMAT | WHEN DELIVERED | SOW CROSS REFERENCE |
| --- | --- | --- | --- | --- |
| BNS-1 | Through Life Management Plan | PDF/word | **REDACTED** | 1.1 |
| BNS-2 | Declaration of Design Performance or Form 100 | PDF/Word | **REDACTED** | 1.4 |
| BNS-3 | Representation at trials including training for Trials staff | Attendance | **REDACTED** | 2.1 |
| BNS-4 | Systems for trials | Equipment | **REDACTED** | 2.2 |
| BNS-5 | Operational systems | Equipment | **REDACTED** | 3.1 |
| BNS-6 | Through Life Support Plan | PDF/word | **REDACTED** | 4.1 |
| BNS-7 | Certificate of Conformity | PDF/Word | **REDACTED** | 4.2 |
| BNS-8 | Training for Trainers | Attendance | **REDACTED** | 5.1 |
| BNS-9 | Training information and Data | Word | **REDACTED** | 5.2 |
| BNS-10 | Safety Data Sheet | PDF/Word | **REDACTED** | 4.3 |
| BNS-11 | DEFFORM 68 | PDF/Word | **REDACTED** | 4.3 |
| BNS-12 | Obsolescence Management Pan | PDF/Word | **REDACTED** | 7.1 |
| BNS-13 | Disposal Plan | PDF/Word | **REDACTED** | 8.1 |
| BNS-14 | Packaging (PHS&T) Recommendation Report | PDF/Word | **REDACTED** | 6.1 |
| BNS-15 | Codification | PDF/Word | **REDACTED** | 6.3 |

**Key Performance Indicators**

|  |  |
| --- | --- |
| **KPI 1** | |
| Description | Delivery of Key Deliverables |
| Type | Key Performance Indicator |
| Linked to: Item 1a of the Schedule of Requirements.  All deliverables should be in accordance with the requirements set out in the Statement of Work at Annex A2 to the Contract. | PI 1.1 – Supply of Size Rolls of the Below Neck Systems plus sets of DSTL lab sizing in full (Undergarment, Socks, Gloves) in accordance with the quantities, dates, lead times and location specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| Data source | Contractor Dashboard Report and CMP |
| Data Owner (Output) | **REDACTED** as per DEFORM 111. |
| Monitoring frequency | Continuous |
| Reporting frequency | On Delivery |
| **Performance Criteria** | |
| **Green** | Of the PIs stated above, the Contractor shall be scored Green where he delivers:   * All units in accordance with the contracted date specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| **Amber** | Of the PIs stated above, the Contractor shall be scored Amber where he delivers:   * One or more units between 1 – 14 calendar days over the agreed delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| **Red** | Of the PIs stated above, the Contractor shall be scored Red where he delivers:   * One or more units 15+ calendar days over the agreed the delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). |

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI 2** | | | |
| Description | | | Delivery of Key Deliverables |
| Type | | | Key Performance Indicator |
| Linked to: Items 1b & 2 of the Schedule of Requirements.  All deliverables should be in accordance with the requirements set out in the Statement of Work at Annex A2 to the Contract. | | | PI 2.1 – Supply of the full PATSY BNS (Undergarment, Socks, Gloves) in accordance with the quantities, dates, lead times and location specified within the Schedule of Requirements and the Statement of Work (Annex A).  PI 2.2 – Supply of the PATSY BNS (Undergarment, Socks, Gloves) for trialling in accordance with the quantities, dates, lead times and location specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| Data source | | | Contractor Dashboard Report and CMP |
| Data Owner (Output) | | | **REDACTED** as per DEFORM 111. |
| Monitoring frequency | | | Continuous |
| Reporting frequency | | | On Delivery |
| **Performance Criteria** | | | |
| **Green** | | | Of the PIs stated above, the Contractor shall be scored Green where he delivers:   * All units in accordance with the contracted date specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| **Amber** | | | Of the PIs stated above, the Contractor shall be scored Amber where he delivers:   * One or more units between 1 – 14 calendar days over the agreed delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| **Red** | | | Of the PIs stated above, the Contractor shall be scored Red where he delivers:   * One or more units 15+ calendar days over the agreed the delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). |
| Impact/Consequence | | | If the Contractor scores ‘Amber’ during one reporting period for this KPI, the Authority shall provide the Contractor with the opportunity to rectify issues. A recovery plan will be requested where the Contractor scores “Amber” against a KPI. The Contractor shall provide the Authority with its Recovery Plan within 5 working days from the day of the missed KPI.  If the Contractor scores ‘Amber’ for this KPI, the Authority shall permanently retain 2.5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Amber’ for this KPI on four or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  If the Contractor scores ‘Red’ for this KPI, the Authority shall permanently retain 5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Red’ for this KPI on two or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  A breach shall result in written notification being sent to the Contractor with the Authority’s intended course of action. The Contractor shall respond to this notification within 1 working day of receipt. |
| **KPI 3** | | | |
| Description | | Submission of Contract Documentation and Training | |
| Type | | Key Performance Indicator. | |
| Linked to: Items 2, 3, 4, 7 & 8 of the Schedule of Requirements.  All deliverables should be in accordance with the requirements set out in the Statement of Work at Annex A2 to the Contract. | | PI 3.1 – All Initial Contract Set-Up Deliverables (reports, plans, documents and certificates etc.) delivered by the date specified within the Schedule of Requirements and the Statement of Work (Annex A).  PI 3.2 – Training, Training plan, documentation and courseware supplied, training courses delivered in accordance with the Schedule of Requirements and the Statement of Work (Annex A).  PI 3.3 – Accurate submission of all other Information Documents required throughout the Contract in accordance with the Schedule of Requirements and the Statement of Work (Annex A). | |
| Data source | | Contractor Dashboard Report and CMP | |
| Data Owner (Output) | | **REDACTED** as per DEFORM 111. | |
| Monitoring frequency | | Continuous | |
| Reporting frequency | | On Delivery | |
| **Performance Criteria** | | | |
| **Green** | Of the PIs stated above, the Contractor shall be scored Green where he delivers:  All units in accordance with the contracted date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| **Amber** | Of the PIs stated above, the Contractor shall be scored Amber where he delivers:  One or more units between 1 – 14 calendar days over the agreed delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| **Red** | Of the PIs stated above, the Contractor shall be scored Red where he delivers:  One or more units 15+ calendar days over the agreed the delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| Impact/Consequence | If the Contractor scores ‘Amber’ during one reporting period for this KPI, the Authority shall provide the Contractor with the opportunity to rectify issues. A recovery plan will be requested where the Contractor scores “Amber” against a KPI. The Contractor shall provide the Authority with its Recovery Plan within 5 working days from the day of the missed KPI.  If the Contractor scores ‘Amber’ for this KPI, the Authority shall permanently retain 2.5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Amber’ for this KPI on four or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  If the Contractor scores ‘Red’ for this KPI, the Authority shall permanently retain 5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Red’ for this KPI on two or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  A breach shall result in written notification being sent to the Contractor with the Authority’s intended course of action. The Contractor shall respond to this notification within 1 working day of receipt. | | |
| **KPI 4** | | | |
| Description | | Delivery of Ad-hoc Supplies | |
| Type | | Key Performance Indicator. | |
| Linked to: Item 5 of the Schedule of Requirements.  All deliverables should be in accordance with the requirements set out in the Statement of Work at Annex A2 to the Contract. | | PI 4.1 – Supply and Delivery of specified quantities placed via a TAF in accordance with the lead times agreed in schedule 2.1 (Ad-hoc Consumables). | |
| Data source | | Contractor Dashboard Report and CMP | |
| Data Owner (Output) | | **REDACTED** as per DEFORM 111. | |
| Monitoring frequency | | Continuous | |
| Reporting frequency | | On Delivery | |
| **Performance Criteria** | | | |
| **Green** | Of the PIs stated above, the Contractor shall be scored Green where he delivers:  All units in accordance with the contracted date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| **Amber** | Of the PIs stated above, the Contractor shall be scored Amber where he delivers:  One or more units between 1 – 14 calendar days over the agreed delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| **Red** | Of the PIs stated above, the Contractor shall be scored Red where he delivers:  One or more units 15+ calendar days over the agreed the delivery date specified within the Schedule of Requirements and the Statement of Work (Annex A). | | |
| Impact/Consequence | If the Contractor scores ‘Amber’ during one reporting period for this KPI, the Authority shall provide the Contractor with the opportunity to rectify issues. A recovery plan will be requested where the Contractor scores “Amber” against a KPI. The Contractor shall provide the Authority with its Recovery Plan within 5 working days from the day of the missed KPI.  If the Contractor scores ‘Amber’ for this KPI, the Authority shall permanently retain 2.5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Amber’ for this KPI on four or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  If the Contractor scores ‘Red’ for this KPI, the Authority shall permanently retain 5% against the payment due for the relevant delivery.  Additionally, if the Contractor scores ‘Red’ for this KPI on two or more occasions during a rolling twelve-month period, it shall constitute a material breach by the Contractor and the Authority shall have the right, (but not the obligation) to terminate the contract in accordance with Clause 43 DEFCON 514 of the Contract.  A breach shall result in written notification being sent to the Contractor with the Authority’s intended course of action. The Contractor shall respond to this notification within 1 working day of receipt. | | |

**Shipping Form Design** (DEFFORM 129J)

Use the following design and complete the fields in accordance with Annex A:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | **DEFFORM 129J Edn 09/17** | | | | | | |
| **From:** |  | | | **Unique Identifier:** | | |  |
| **REDACTED**  **REDACTED**  **REDACTED**  **REDACTED** | | | |  | | | |
| 823456-8234/823458234/82349245 | | | |
|  | | | |
| **Via:** |  | | | **To:** | |  | |
|  | | | |  | |
|  | |
|  | |
| **Demand / Task Reference:** | | | | | |  |  |
|  | | |  |  | | |  |
|  | | |  | | | |  |
|  |  | |  | \*BC278787\* | | |  |
| **Description:** | | |  | | |  |  |
|  | | |  | | |  |  |
|  |  | |  |  | |  |  |
| **RDD:** |  | | **SPC:** |  | | **UN Haz Code:** | |
|  |  | |  |  | |  |  |
| **Date Shipped:** | | | **Batch Number:** | | | **Piece Number:** | |
|  |  | |  | |  |  |  |
|  |  | |  | |  |  |  |
| **Weight:** | | | **Dimensions:** | | |  |  |
|  |  | |  |  | | |  |
| **NSN:** |  | |  |  | |  |  |
|  |  | |  |  | |  |  |
|  | \*5120996260953\* | | | | | |  |
|  |  | | | | | |  |
| **IMC/DMC:** | | **D of Q:** | | | | **Qty in Package:** | |
|  |  |  | |  | |  |  |
|  |  |  | |  | | **Total this Delivery:** | |
|  |  |  | |  | |  |  |

NB Four fields have been completed for illustration purposes only.

Shipping Form Attributes

The following table details the shipping form fields.

| **Field** | **Field Name** | **Field Description** | | | **Field Size** | **Data Type** | **Format** | **Mandatory for:** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| A | **From** | Details of the supplier providing the Goods or Service. | | | 256 | alphanumeric |  | Goods & Services |
| B | **Unique Identifier**  (UOI, URRI or EUPI) | **Unique Order Identifier (UOI)** Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non inventory Purchase Orders | | The identifier that CP&F uses to uniquely identify a specific shipment within a Purchase Order Line.  These fields are joined together in the UOI.  This field should be provided in both Bar Code Symbology 39 and human readable text. | 30 | Alphanumeric and  Bar Code Symbology 39 | The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character ‘/’  If the PO Number is for a **Blanket Purchase Agreement (BPA)** then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character ‘-’.  Example of a UOI for a BPA:  *123456-1234/12345/1234*  If the PO Number is for a **Standard PO** and **Contract Purchase Agreement (CPA)** then the format of the Number is: Numeric  Example of a UOI for a Standard PO or CPA: *23456/12345/1234* | Goods & Services |
| **Unique Receipt Reference Identifier (URRI)** Produced by CP&F for Inventory Orders | | An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number. | 6 | This attribute is provided in both Bar Code 39 and human readable text format. | 5 or 6 alphanumeric in the following formats:  For deliveries to Sea: Sxxxxxa e.g. S1234AA  For deliveries to Land: Lxxxxxa e.g. L1234BA  For deliveries to Air: xxxxxA e.g. 12345A | Goods and Services |
| **Electronic Business Capability Unique Package Identifier (EUPI)** | | An alphanumeric sequence generated by the supplier. | 12 | alphanumeric |  | Goods |
| C | **Via** | Intermediate Address responsible for forwarding the package to the final destination.  The address to which the supplier should send the delivery if filled in. | | | 256 | alphanumeric |  | Goods and Services |
| D | **To** | The **Final Address** to which the package shall be delivered or, in the case of a service, the address of the receipting authority.  Unit name  Delivery Address 1  Delivery Address 2  Delivery Address 3  Delivery Address 4  Delivery Address 5  Delivery Address Post Code  Country | | | 256 | alphanumeric |  | Goods and Services |
| E | **Demand / Task Reference** | Orders from CP&F (Where the Unique Identifier is either the UOI or URRI)  Inventory Orders from CP&F (where the Unique Identifier is the URRI) | **Contract Number** identifying the MoD contract placed on a supplier responsible for the supply of specific goods  *And if an inventory order*  **Order Number** identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract.  This attribute is provided in both Bar Code 39 and human readable test format. | | 12  20 | alphanumeric  alphanumeric & Barcode 39 |  | Goods and Services  Goods |
| Non CP&F electronic Orders (Where the Unique Identifier is the EUPI) | Demand Date + Serial Number +  Line number + UIN | | 8+5+6+6 | alphanumeric | DDMMYYYY + 12345678 + 12345 + 123456 + 123456 | Goods |
| F | **Description** | Description of the item or service as defined in the contract. | | | 240 | alphanumeric |  | Goods and Services |
| G | **RDD** | Required Delivery Date (RDD) that the package is required at the demander’s point of delivery. | | | 8 | numeric | DD/MM/YYYY | Goods |
| H | **SPC** | The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain. | | | 2 | numeric |  | Goods |
| J | **UN Haz Code** | UN Hazard Class. Denotes the potential hazard of the items within the package  References: DEFCON 68 and DEFCON 129 | | | 2 | alphanumeric |  | Goods |
| K | **Date Shipped** | Date package dispatched from the supplier or service provided. | | | 8 | Numeric | DD/MM/YYYY | Goods and Services |
| L | **Batch Number** | Batch Production Number indicated on the goods if required | | |  |  |  | Goods |
| M | **Piece Number** | The specific number of the package as a constituent of a number of packages delivered to complete one order.  i.e. 1 of 1, 2 of 2 or 4 of 10 | | | 6 | alphanumeric |  | Goods |
| N | **Weight** | The gross weight of the package in metric format. | | | 8 | numeric |  | Goods |
| P | **Dimensions** | The size of the package in L x B x H in metric format | | | 15 | alphanumeric |  | Goods |
| Q | **NSN** | The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system.  This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format. | | | 13 | numeric & Barcode 39 |  | Goods |
| R | **IMC/DMC** | The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager | | | 6 | alphanumeric |  | Goods |
| S | **DofQ** | Denomination of Quantity of the items in the package | | | 2 | alphanumeric |  | Goods |
| T | **Qty in Package** | The total quantity of the item contained within the package | | | 7 | numeric |  | Goods |
| T | **Total This Delivery** | The total quantity of the item being delivered for a specific order shipment | | | 9 | numeric |  | Goods |

**Ministry of Defence**

**CONTRACT DATA REQUIREMENTS (CDR)**

**Table 1**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT/Contract Number  CBRN/00243 | 2. CDR Number  001 | 3. Data Category  Operation and maintenance | 4. Contract Delivery Date  In Accordance with Statement of Work at Annex A |
| 5. Equipment/Equipment Subsystem Description  PATSY Below Neck System (Undergarment, Socks & Gloves) and all associated parts, accessories, spares/consumables, inclusive of training systems and training materials. | | 6. General Description of Data Deliverable  Operating & Maintenance Information in accordance with Def Stan 00-600 issue 3.  (TLMP, Technical Information/Through Life Support Plan, Declaration of Design performance, Certificate of Conformity, Safety Data, Training documentation, PHST report etc.) | |
| 7. Purpose for which data is required  Operation and maintenance of the equipment by or for the Services.  Undertake competitive procurements for Operation and maintenance of equipment in the event of Contract termination or following Contract expiry. | | 8. Intellectual Property Rights  a. Applicable DEFCONs  DEFCON 16 (Edn 10/04) – Repair & Maintenance Information  DEFCON 21 (Edn 10/04) - Retention of Records  b. Special IP Conditions  N/A | |
| 9. Update/Further Submission Requirements  Updates delivered to the Authority’s Project Manager as appropriate, in accordance with the Statement of Work at Annex A. | | | |
| 10. Medium of Delivery  Hard Copy and Electronic. | | 11. Number of Copies  2 bound, hard-copies.  1 soft copy in two formats: MS Word and Adobe PDF | |

**Notes:** Tenderers may list any background Intellectual Property (IP) associated with this requirement if they require. Please use Appendix 1 to this document to list any IP and submit this as part of the Tender Response.

|  |  |
| --- | --- |
| **Description** | |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| 7. |  |

**Ministry of Defence**

**Design Rights and Patents**

**(Sub-Contractor’s Agreement)**

THIS AGREEMENT is made the day of 19

BETWEEN

whose registered office is at:

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with (hereinafter called "the main contractor") a contract bearing the reference number (hereinafter called "the main contract") for the design and development of the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.

2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.

3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

DEFFORM 177 (Edn 3/80)

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor

(in capacity of )

Signed on behalf of

The Secretary of

State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

To be

inserted as

appropriate

------------------------------------------------------------------------------------------------------------------------------

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

DEFCON 90 Copyright

except that:

(i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.

(ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.

(iii) Where "Contract" is stated "sub-contract" shall be substituted.

(iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.

(v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

1. **GAINSHARE FRAMEWORK**
2. The Contractor and the Authority throughout the duration of the Contract seek to establish a better mutual understanding and insight into each party’s longer-term plans, aims and objectives, as the basis for developing a pro-active longer-term relationship. As a result, the Contractor and the Authority shall identify and promote opportunities to improve performance in terms of time, cost and quality throughout the life of the Contract.
3. The Contractor and the Authority recognise that the potential for mutual advantage is the key to Gainsharing. The gain, benefit or advantage to be shared will not necessarily be financial, though financial benefits are likely to feature strongly in the identification of potential Gainshare ideas. However, where financial benefits are identified the Authority may not wish to take these in the form of a lower Contract value but in the form of increased capability or early delivery.
4. The Contractor and the Authority are committed to the continuing investigation of potential Gainshare opportunities within the Contract.
5. Gainshare opportunities will initially be submitted to the Authority’s Commercial Officer, at Box 1 of DEFFORM 111 at Annex A to Schedule 3, at the start of each quarter following Contract commencement.
6. All Gainshare proposals shall be dealt with in accordance with the following Code of Practice:
7. The Authority shall:
   1. Acknowledge all Gainshare proposals within 10 working days, with a statement to follow within a further 10 working days that either the proposal will be further considered, according to this Code of Practice, and by whom, or it will not be further considered, or asking for further information to allow proper consideration;
   2. Ensure that all Gainshare Proposals are given full and fair consideration at an appropriate level by staff who possess the appropriate technical skills;
   3. Provide a full response for taking forward ideas, which are accepted, within three months of the Gainshare proposal (or essential follow up information) being provided.

Gainshare Change Proposal Form (Parts A – C)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **GAINSHARE CHANGE PROPOSAL FORM** | | | | | | | | |
| Project Title | |  | | | Contract Number | |  | |
| Serial No |  | | Issue | |  | Date | |  |
| 1.Change Required | | | | | | | | |
| 2. Equipment/Sub System affected | | | | | | | | |
| 3. Reason for change: (Change in; requirement, technology, legislation, gainshare etc) | | | | | | | | |
| 4. Preparation Cost       \*Firm Price | | | |  | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 5. Nature of study to be undertaken (Complete this only if required) | | | | | |
| Estimated number of weeks for study |  | \*Firm Price for study |  | Latest Approval Date |  |

|  |  |
| --- | --- |
| Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contracts Manager for the Contractor  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Project Manager for the Contractor  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Authority to Proceed with study | |
| Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Commercial Manager for CBRN DT  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Project Manager for CBRN DT  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| 6. Result of study and recommended changes, to include study reference: (Complete only if required) | |
| 7. Total Value of changes broken down into demonstration, production and CLS | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Demonstration       \*Firm Price | Production       \*Firm Price | | | CLS \* Firm Price | |
| 8. Areas of SRD affected: | | | | | |
| 9. Effect of change on Demonstration and Production including effect on programme or system delivery: | | | | | |
| 10. Consequential effects of the proposed change on the following: All must be completed | | | | | |
| System Performance Including Key User Requirements | |  | Modification Kits | |  |
| System | |  | Modelling | |  |
| Interface | |  | Software | |  |
| Weight including Centre of Gravity | |  | Items supplied by MOD | |  |
| Configuration control | |  | Test and Trials | |  |
| Interchangeability/Interoperability | |  | Maintenance | |  |
| Spares | |  | NATO Reference No | |  |
| Tools and Test Equipment | |  | Safety | |  |
| Technical Publications | |  | Reliability | |  |
| Modification Leaflet required | |  | Other Contractors | |  |
| Test Specifications | |  | Post Production Support | |  |
| Installation | |  | Life Cycle Costs | |  |
| Packaging, Handling Storage & Transportation | |  | Other (provide details below) | |  |
| 11. Additional consequential effects identified as Others above | | | | | |

|  |  |  |
| --- | --- | --- |
| 12. Detail of consequential effects annotated Yes above. If there is insufficient space available in this box please include references to additional documents and attach them to this change proposal form. | | |
| 13. Details of materials made surplus by this change proposal, include details of cost: | | |
| 14. Date authorisation required to maintain validity of this Change Proposal | |  |
| 15. Further remarks/explanation (complete only if necessary) | | |
| Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Contracts Manager for the Contractor  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Project Manager for the Contractor  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Technical Concurrence:  Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Project Manager for CBRN DT  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | |

|  |  |  |
| --- | --- | --- |
| 16. Remarks | | |
| 17. Liability Determination CONTRACTOR/MOD/DISPUTED (delete as appropriate) | |  |
| Contractual Approval:  Signed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Commercial Manager for CBRN DT  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | |

**REGISTER OF GAINSHARE PROPOSALS**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PROJECT:** | | | **CONTRACT NUMBER:** | | | | | |
| Serial No | Issue No | Description of Change Required | | Date Issued | Date Study  Approved | Date Study  Complete | Date of Approval | Value |
|  |  |  | |  |  |  |  |  |
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**TASK APPROVAL FORM – PART A**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Requisition No.:** |  | **LPC:** |  | **Contract Line** |
| **PO Number:** |  | **Goods or Services:** |  |  |
| **UIN:** |  | **VAT Code:** |  |  |
| **RAC:** |  | **VAT Category:** |  |  |

**PROPOSAL (To be completed by MOD Task Sponsor)**

|  |  |  |  |
| --- | --- | --- | --- |
| **ENABLING CONTRACT No.** | | **TAF No.** | **ISSUE No.** |
|  | |  |  |
| **CONTRACTOR** | | **TASK TITLE** | |
|  |  |  |  |
| **INTRODUCTION/BACKGROUND** | | | |
|  | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **TECHNICAL REQUIRMENTS** | | | |
| **Item** | **NSN No.** | **Product Description** | **Quantity Required** |
| Item No. 1 |  |  |  |
| Item No. 2 |  |  |  |
| Item No. 3 |  |  |  |
| Item No. 4 |  |  |  |
| Transport & Packaging |  |  |  |
| **ADDITONAL QUALITY REQUIRMENTS & STANDARDS** | | **PACKAGING/CONSIGNMENT** | |
|  | |  | |
| **SUBMARINE FIRST LEVEL ITEMS QUALITY ASSURANCE REQUIREMENTS** | | **TIMESCALE/COMPLETION DATE** | |
|  | |  | |

**TASK APPROVAL FORM – PART B**

(All Prices are to be Firm (Non-moveable, non-revisable) and ex VAT)

|  |
| --- |
| **Supplier Reference:** |
| **RESPONSE (To be completed by the Contractor)**  **A SEPARATE PART B1 BREAKDOWN IS TO BE COMPLETED FOR EACH ITEM LISTED AT PART A** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed** | **Name** | **Post** | **Date** |
|  |  |  |  |

|  |  |  |
| --- | --- | --- |
| **ENABLING CONTRACT No.** | **TAF No.** | **ISSUE No.** |
| **TASK TITLE** | **MOD TASK SPONSOR** | |
|  |  | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **NSN** | **Description** | **Firm Price (Ex VAT)** |
| Item No. 1 |  |  | £0.00 |
| Item No. 2 |  |  | £0.00 |
| Item No. 3 |  |  | £0.00 |
| Item No. 4 |  |  | £0.00 |
| **TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM (Materials + Labour + Subsistence +Travel)** | | | **£0.00** |

|  |  |
| --- | --- |
| **TIMESCALE/COMPLETION DATE** |  |
| **VALIDITY OF QUOTATION** |  |
| **OVERSEAS EXPENDITURE (is to be detailed separately in accordance with DEFCON 528)** | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for Company** | **Name** | **Position** | **Date** |
|  |  |  |  |

**TASK APPROVAL FORM – PART C**

(All Prices are to be Firm (Non-moveable, non-revisable) and ex VAT)

**MINISTRY APPROVALS**

|  |  |  |
| --- | --- | --- |
| **ENABLING CONTRACT No.** | **TAF No.** | **ISSUE NUMBER** |
|  |  |  |
| **TASK TITLE** | | |
|  | | |

**TECHNICAL APPROVAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **It is confirmed that the Man-hours and Materials quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.** | | | |
| **Signed** | **Name** | **Post** | **Date** |
|  |  |  |  |

**FINANCIAL CONCURRENCE**

|  |  |  |  |
| --- | --- | --- | --- |
| **It is confirmed that the requirement detailed in this TAF is financially concurred and that funding as detailed below is available.** | | | |
| **Stage Number** | **Vote** | **UIN** | **Value (ex VAT)** |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
| **Total Value of Financial Concurrence** | | | **£0.00** |
| **Signed** | **Name** | **Post** | **Date** |
|  |  |  |  |

**FINANCIAL APPROVAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **It is confirmed that the requirement detailed in this TAF is financially approved and that funding as detailed below is available.** | | | |
| **Stage Number** | **Vote** | **UIN** | **Value (ex VAT)** |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
| **Total Value of Financial Concurrence** | | | **£0.00** |
| **Signed** | **Name** | **Post** | **Date** |
|  |  |  |  |

**COMMERCIAL APPROVAL**

|  |  |  |  |
| --- | --- | --- | --- |
| **FIRM Prices for all work under this TAF are hereby agreed as detailed below:**  **On satisfactory completion of the work your claim for payment should be submitted in accordance with DEFCON522 and DEFCON522A** | | | |
| **Stage Number** | **Vote** | **UIN** | **Value (ex VAT)** |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
| **Total Value of Financial Concurrence** | | | **£0.00** |
| **Signed** | **Name** | **Post** | **Date** |
|  |  |  |  |

**TASK APPROVAL FORM – PART B1**

**A SEPARATE PART B1 BREAKDOWN IS TO BE COMPLETED FOR EACH ITEM LISTED AT PART A**

(All Prices are to be Firm (Non-moveable, non-revisable) and ex VAT)

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTRACT NO.** | **TAF No.** | **ISSUE No.** | **Item No.** |
|  |  |  |  |

**Firm Price (ex VAT) FOR PROPOSED TASK (including Overheads and Profit)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **MATERIAL REQUIRMENTS** | | | | | | |
| **NSN** | **Product Description** | **Supplier Part No.:** | **Lead Time to MOD** | **Quantity** | **Unit Price** | **Firm Price** |
|  |  |  |  |  | £0.00 | £0.00 |
| **SUB-CONTRACT COSTS** | | | | | | £0.00 |
| **TOTAL MATERIAL + SUB-CONTRACTS COSTS** | | | | | | **£0.00** |

|  |  |  |  |
| --- | --- | --- | --- |
| **LABOUR (Identify Travelling Time Separately)** | | | |
| **Grade of Staff** | **Number of Man-Hours (7.5 hour day)** | **Firm Hourly Rate** | **Firm Price** |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
|  |  |  | £0.00 |
| **TOTAL LABOUR COSTS** | | | **£0.00** |

|  |  |  |  |
| --- | --- | --- | --- |
| **SUBSISTENCE (Estimated expenditure on)** | | | |
| **Element** | **Number of Journeys/Miles/Fares** | **Unit Rate/Cost** | **Firm Price** |
| Accommodation |  | £0.00 | £0.00 |
| Meals |  | £0.00 | £0.00 |
| Miscellaneous (Please State) |  | £0.00 | £0.00 |
| **TOTAL SUBSISTENCE COSTS** | | | **£0.00** |

|  |  |  |  |
| --- | --- | --- | --- |
| **TRAVEL (Estimated expenditure on)** | | | |
| **Element** | **Number of Journeys/Miles/Fares** | **Unit Rate/Cost** | **Firm Price** |
| Motor |  | £0.00 | £0.00 |
| Rail |  | £0.00 | £0.00 |
| Air |  | £0.00 | £0.00 |
| Sea |  | £0.00 | £0.00 |
| **TOTAL TRAVEL COSTS** | | | **£0.00** |

|  |  |
| --- | --- |
| **TOTAL FIRM PRICE FOR THIS ITEM ON THE TASK APPROVAL FORM (Materials + Labour + Subsistence + Travel)** | **£0.00** |

**Man-Day Rates**

Firm Man Hour/Day Rates (including overheads & Profit) Applicable to tasks raised under the Contract applicable to Line Item 6 of the Schedule of Requirements as defined in Annex D to the DEFFROM 47.

Table to be inserted at Contract Award

**Delivery Schedule – Initial Supply, Items 1, 2, 3, 4, 7 & 8 of Schedule of Requirements**

Payment shall be made in accordance with the Contract Terms and Conditions.

[Tenderer to Insert]

**Table of Utilised GFE**

**For CBRN/00243 – Project PATSY BNS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NSN No.** | **Description** | **Quantity** | **Date Required** | **Return Date** |
| Tenderer to insert (if required) | Tenderer to insert (if required) | Tenderer to insert (if required) | Tenderer to insert (if required) | Tenderer to insert (if required) |
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**Security Aspects Letter**

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| --- | --- | --- | --- | --- |
| **OFFICIAL-SENSITIVE** | | | | |
| MOD_CMYK_AW |  | | | logo |
| **REDACTED** | |  |
| **REDACTED** | |  |
| **REDACTED** |  |  |
| **REDACTED**  **REDACTED**  **REDACTED**  Tel: **REDACTED** | |  |
| Email: **REDACTED** | |

|  |  |
| --- | --- |
| Attn: The Company Security Officer | Our Reference:  CBRN/00243  Issue 1  Your Reference:  Date:  30th October 2018 |

Dear Sir,

**ITT CBRN/00243 PATSY Below Neck System - Security Aspects Letter**

**Reference:**

1. DEFCON 659A.

1. On behalf of the Secretary of State for Defence, I hereby give you notice that any sketch, model, article, note or document, or information connected with or arising out of the above-mentioned Invitation to Tender is subject to the provisions of the Official Secrets Act 1911-1989.

2. Your attention is particularly drawn to the following equipment and their specific aspects which must be fully safeguarded:

|  |  |
| --- | --- |
| **Security Aspects** | **Classification** |
| Existence of the Project | OFFICIAL |
| General Classification | OFFICIAL-SENSITIVE |
| User and System Requirements | OFFICIAL-SENSITIVE |
| Equipment Performance | SUKEO |
| Equipment Quantities | OFFICIAL-SENSITIVE |
| Operational Employment | OFFICIAL-SENSITIVE |
| Threat Data (Not provided) | SECRET UK EYES ONLY |
| Commercial Aspects | OFFICIAL-SENSITIVE - COMMERCIAL |
| Interface Control Document | OFFICIAL-SENSITIVE |
| Anthropometry report | OFFICIAL |
| DEFSTAN 05-134 | OFFICIAL-SENSITIVE |
| RAFCAM Safe Undress/Decontamination Process | OFFICIAL-SENSITIVE |
| APED Safe Undress | OFFICIAL-SENSITIVE |

3. Will you please confirm that:

1. This definition of the classified aspects of the above Invitation to Tender has been brought to the attention of the person directly responsible for the security of this tender.
2. The definition is fully understood.
3. Measures can, and will, be taken to safeguard the protected aspects.

4. If you have any difficulty either in interpreting this definition of the protected aspects or in safeguarding them, will you please let me know immediately.

5. In the event of a contract being placed with you, these aspects would constitute ‘Sensitive Matter’ for the purpose of the Security Clause included in the contract and as OFFICIAL-SENSITIVE.

6. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

Yours faithfully

**REDACTED**

DES CBRN-PM12

Copies via MoDNet email to:

DES CBRN-Comrcl7

DES CBRN-Comrcl5

1. **See Appendix 4 to Annex A2** [↑](#footnote-ref-1)