



**C17CSAE Delivery Team**

# **Contract**

**Reference No: C17CSAE/706732450**

**For:**

**Support Services and Equipment  
Supply for Airborne Delivery  
Equipment (ADE) & Airborne Forces  
Equipment (AFE)**

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## **SCHEDULES OF CONTRACT**

Schedule A	Definitions of Contract <b>(REDACTED)</b>
Schedule B	Statement of Requirement <b>(REDACTED)</b>
	Annex A - Systems List <b>(REDACTED)</b>
Schedule C	Master Product List (MPL) <b>(REDACTED)</b>
	Annex A – MPL Matrix <b>(REDACTED)</b>
	Annex B – MPL Implementation Work Matrix <b>(REDACTED)</b>
Schedule D	Technical Air Publications List <b>(REDACTED)</b>
Schedule E	Pricing Tables <b>(REDACTED)</b>
	Annex A – Risk Adjustment Factor Matrix <b>(REDACTED)</b>
Schedule F	Contractor Deliverables <b>(REDACTED)</b>
Schedule G	List Of Authorised Demanders <b>(REDACTED)</b>
Schedule H	Work Authorisation Form (WAF) Template

Schedule I	MAA RA Compliance Matrix <b>(REDACTED)</b> Annex A – Regulatory Article Compliance Matrix <b>(REDACTED)</b>
Schedule J	Government Furnished Assets <b>(REDACTED)</b>
Schedule K	Technical Query Form Template
Schedule L	Performance Management <b>(REDACTED)</b>
Schedule M	Security Conditions <b>(REDACTED)</b> Appendix 1 - Security Aspects Letter (SAL) <b>(REDACTED)</b>
Schedule N	(NOT USED)
Schedule O	Obsolescence Management Plan <b>(REDACTED)</b>
Schedule P	DEFFORM 111 Addresses and Other Information <b>(REDACTED)</b>
Schedule Q	List of Authorised Emergent Work Tasking
Schedule R	Governance Structure <b>(REDACTED)</b>
Schedule S	Not Used.
Schedule T	Payment Plan <b>(REDACTED)</b>
Schedule U	DEFFORM 177 <b>(REDACTED)</b>

**SCHEDULE OF REQUIREMENTS**

<b>Name &amp; Address of Contractor</b> IrvinGQ Limited Llangeinor Bridgend CF32 8PL	<b>MINISTRY OF DEFENCE</b> <b>Schedule of Requirements</b> <b>For</b> Support Services and Equipment Supply for Airborne Delivery Equipment (ADE) & Airborne Forces Equipment (AFE)	<b>Contract No:</b> C17CSAE/706732450
Item No	Description	Price (ex VAT)
1.	<b><u>Core Service - Post Design Services Core Tasking</u></b> The provision of Post Design Services Core Tasking in accordance with Section 1 of Schedule B ( <i>Statement of Requirement</i> ) of the Contract, including: <ul style="list-style-type: none"> <li>▪ Obsolescence Management</li> <li>▪ Configuration Control</li> <li>▪ Equipment Documentation</li> <li>▪ Meetings and Management Information</li> <li>▪ Management of Fault Investigations / Technical Queries</li> <li>▪ Technical Air Publications</li> </ul>	Firm Price <b>REDACTED</b>
1.a	Update of technical drawings and documents to enable marking of Article(s) in accordance with Condition 35 of the Contract.	Firm Price <b>REDACTED</b>
1.b	Master Product List scoping activity in accordance with Schedule C ( <i>Master Product List (MPL)</i> ) of Contract.	Firm Price <b>REDACTED</b>
1.c	Master Product List (MPL) Implementation Work in accordance with Schedule C ( <i>Master Product List (MPL)</i> ) of Contract.	Price to be agreed in accordance with Schedule C of the Contract and calculated using the agreed Firm Rates and CPR detailed within Schedule E ( <i>Pricing Tables</i> ) of the Contract.

Item No	Description	Price (ex VAT)
1.d	Bid Costs	Firm Price <b>REDACTED</b>
2.	<p><b><u>Emergent Work Tasking</u></b></p> <p>The Contractor shall deliver Emergent Work Tasking in accordance with Section 2 of Schedule B (<i>Statement of Requirement</i>) of the Contract, as initiated by a duly completed Work Authorisation Form (WAF) at Schedule H (<i>Work Authorisation Form Template</i>) of the Contract, and authorised in accordance with Condition 15:</p> <ul style="list-style-type: none"> <li>a. Maintenance and Repair Services;</li> <li>b. Modifications;</li> <li>c. Trials Support;</li> <li>d. Ad-hoc Emergent Work (including Fault Investigation);</li> <li>e. Ad-Hoc Meetings;</li> <li>f. Codification;</li> <li>g. Supply of Equipment and Spares;</li> <li>h. Expedited Delivery.</li> </ul>	As detailed at Schedule Q ( <i>List of Authorised Emergent Work Tasking</i> )

## GENERAL CONDITIONS

### 1. Defence Conditions (DEFCONs)

#### 1.1 The following DEFCONs shall apply:

DEFCON 23 (Edn 06/21) – *Special Jigs, Tooling and Test Equipment*;

DEFCON 76 (Edn 06/21) – *Contractor's Personnel At Government Establishments*;

DEFCON 501 (Edn 10/21) – *Definitions And Interpretations*;

#### Notes:

For the purposes of Clause 1.e of DEFCON 501, the order of precedence shall be as defined with Condition 5 (Precedence) of the Conditions of Contract; and

The Definitions and Abbreviations detailed within Schedule A (*Definitions*) of Contract shall apply in addition to those definitions defined within DEFCON 501.

DEFCON 503 (Edn 06/22) – *Formal Amendments To Contract*;

DEFCON 514 (Edn 08/15) – *Material Breach*;

DEFCON 515 (Edn 06/21) – *Bankruptcy And Insolvency*;

DEFCON 516 (Edn 04/12) – *Equality*;

DEFCON 518 (Edn 02/17) – *Transfer*;

DEFCON 520 (Edn 08/21) – *Corrupt Gifts And Payments Of Commission*;

DEFCON 526 (Edn 08/02) – *Notices*;

DEFCON 527 (Edn 09/97) – *Waiver*;

DEFCON 531 (Edn 09/21) – *Disclosure Of Information*;

DEFCON 532A (Edn 09/21) – *Protection Of Personal Data (Where Personal Data is not being Processed on behalf of the Authority)*;

DEFCON 537 (Edn 12/21) – *Rights Of Third Parties*;

DEFCON 538 (Edn 06/02) – *Severability*;

DEFCON 539 (Edn 01/22) – *Transparency*;

DEFCON 550 (Edn 02/14) – *Child Labour and Employment Law*;

DEFCON 566 (Edn 10/20) – *Change Of Control Of Contractor*;

DEFCON 608 (Edn 07/21) – *Access And Facilities To Be Provided By The Contractor;*

Notes:

1. Further to DEFCON 608 Clause 1, there will be no provision of accommodation or facilities unless agreed between the Parties. Agreement shall not be unreasonably withheld by the Contractor

DEFCON 609 (Edn 07/21) – *Contractor's Records;*

Note: DEFCON 609 shall not apply to information and data required to be delivered under a Contract Data Requirement (CDR) and subject to DEFCON 15 and 16.

DEFCON 620 (Edn 08/21) – *Contract Change Control Procedure;*

DEFCON 637 (Edn 05/17) – *Defect Investigation And Liability;*

Note: For the purposes of clause 1 of DEFCON 637, the Parties shall follow the Authority's MOD Form 760 (Fault/Defect Investigation) process.

DEFCON 645 (Edn 12/21) – *Export Potential;*

DEFCON 656B (Edn 08/16) – *Termination for Convenience – Over £5M;*

DEFCON 658 (Edn 09/21) – *Cyber;*

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138. The Risk Assessment Reference (RAR) for the contract is **(REDACTED)**

DEFCON 660 (Edn 12/15) – *Official and Official-Sensitive Security Requirements;*

DEFCON 675 (Edn 03/21) – *Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 Only);*

DEFCON 678 (Edn 09/19) – *SME Spend Data Collection;*



## **2. Duration**

2.1 This Contract comes into effect on the Contract Effective Date and shall, subject to Condition 2.2, expire on 30<sup>th</sup> of September 2024 unless the Authority gives notice in accordance with Condition 3 (*Contract Options*) to extend the Contract or unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

2.1.1 The duration of Contract Year 1 shall be ten (10) months and shall conclude on the 30th of September 2024.

2.1.2 The duration of Contract Year 2 shall be eighteen (18) months and shall commence from the 1st of October 2024 and shall finish on the 31st of March 2026. In the event that Contract Prices for Contract Year 2 are not agreed prior to the expiry of Contract Year 1, the Contract shall be terminated in accordance with the provisions of the Contract.

2.2 Tasks placed in accordance with Condition 15 (*Emergent Work Tasking*) prior to the date of Contract expiry shall be completed in accordance with the terms and conditions of Contract.

### **Transition Period**

2.3 **REDACTED**

2.4 **REDACTED**

## **3. Contract Option**

3.1 In consideration of the award of the Contract, the Contractor grants to the Authority the following irrevocable Contract options to extend the Contract on the same terms for a further two (2) periods of one (1) year:

3.1.1 Option year 1 – 1<sup>st</sup> April 2026 – 31<sup>st</sup> March 2027 and shall be exercised in writing by no later than and including 31<sup>st</sup> January 2026; and

3.1.2 Option year 2 – 1<sup>st</sup> April 2027 – 31<sup>st</sup> March 2028 and shall be exercised in writing no later than and including 31<sup>st</sup> January 2027;

3.2 The Contract options shall be entirely at the discretion of the Authority, and shall be exercisable upon written notice by the Authority's Commercial Officer to the Contractor. For the avoidance of doubt, the Authority shall have no obligation to exercise such Contract option.

## **4. Entire Agreement**

4.1 This Contract together with any Emergent Work Tasking 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.

## **5. Precedence**

- 5.1 In the event there is any contradiction or inconsistency, precedence shall be given to the following in descending order of precedence:
- 5.1.1 DEFCON 537 (*Rights of Third Parties*);
  - 5.1.2 Conditions 0 to 45 of the Contract (excluding the listed DEFCONs and DEFFORMs);
  - 5.1.3 The DEFCONs and DEFFORMS referenced in the Contract (other than DEFCON 537);
  - 5.1.4 Schedule B (*Statement of Requirement*) to Contract and acceptance and rejection detailed within Schedule F (*Contractor Deliverables*);
  - 5.1.5 Schedule of Requirements of the Contract;
  - 5.1.6 The remaining Schedules of Contract in order;
  - 5.1.7 Emergent Work Tasking; and
  - 5.1.8 Any other documents incorporated by reference into the Contract.
- 5.2 If either Party becomes aware of any inconsistency within or between the documents referred to in Clause 5.1 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 5.1. 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 Authority shall discuss these matters with the Contractor with a view to resolving the issues; however the Authority's decision shall be final and conclusive in all matters.
- 5.3 For the avoidance of doubt, if there is any inconsistency between the Contract and any WAF, such WAF shall take precedence.

## **6. Assignment of Contract**

- 6.1 Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

## **7. Limitations On Liability**

### **Definitions**

- 7.1 In this Condition 7, the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Schedule L (*Performance Management*);

“Term” means the period commencing on the Contract Effective Date and ending 31 March 2025 unless extended in accordance with Condition 3 or on earlier termination of this Contract;

'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

### **Unlimited liabilities**

7.2 Neither Party limits its liability for:

- 7.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 7.2.2 fraud or fraudulent misrepresentation by it or its employees;
- 7.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 7.2.4 any liability to the extent it cannot be limited or excluded by law.

7.3 The financial caps on liability set out in Clauses 7.4 and 7.5 below shall not apply to the following:

- 7.3.1 for any indemnity given by the Contractor to the Authority under this Contact, including but not limited to:
  - 7.3.1.1 the Contractor's indemnity in relation to DEFCON 632 (*Third Party IP - Rights and Restrictions*).
- 7.3.2 [Not Used]
- 7.3.3 breach by the Contractor of DEFCON 532A (*Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)*) and Data Protection Legislation; and
- 7.3.4 to the extent it arises as a result of a Default by either Party , any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.
- 7.3.5 For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 (*Single Source: Profit and Loss Sharing on Firm / Fixed Price Contracts*) or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause 7.4 and/or 7.5 below.

### **Financial limits**

7.4 Subject to Clauses 7.2 and 7.3 and to the maximum extent permitted by Law:

- 7.4.1 throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

- 7.4.1.1 in respect of DEFCON 76 **(REDACTED)** in aggregate;
- 7.4.1.2 in respect of DEFCON 514 **(REDACTED)** in aggregate;
- 7.4.1.3 in respect of DEFCON 611 **(REDACTED)** in aggregate; and
- 7.4.1.4 in respect of DEFCON 612 **(REDACTED)** in aggregate;
- 7.4.2 without limiting Clause 7.4.1 and subject always to Clauses 7.2, 7.3 and 7.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with Schedule L (*Performance Management*) or any liquidated damages paid or payable in accordance with Condition 39A whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be **(REDACTED)** in aggregate;
- 7.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 7.4.1 and 7.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 7.4.1 and 7.4.2 of this Contract.
- 7.5 Subject to Clauses 7.2, 7.3 and 7.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant contract period in respect of any and all claims in that contract period.
- 7.6 Clause 7.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

#### **Consequential loss**

- 7.7 Subject to Clauses 7.2, 7.3 and 7.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
  - 7.7.1 indirect loss or damage;
  - 7.7.2 special loss or damage;
  - 7.7.3 consequential loss or damage;
  - 7.7.4 loss of profits (whether direct or indirect);
  - 7.7.5 loss of turnover (whether direct or indirect);
  - 7.7.6 loss of business opportunities (whether direct or indirect); or
  - 7.7.7 damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other party.

- 7.8 The provisions of Clause 7.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
- 7.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
    - 7.8.1.1 to any third party;
    - 7.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
    - 7.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
  - 7.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
  - 7.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Contract Term and any option period or agreed extension to the Contract Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
  - 7.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
  - 7.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 (*Contractor's Personnel At Government Establishments*) and 611 (*Issued Property*);
  - 7.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
  - 7.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
  - 7.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

- 7.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

#### **Invalidity**

- 7.9 If any limitation or provision contained or expressly referred to in this Condition 7 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 7.

#### **Third party claims or losses**

- 7.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCON 632 (*Third Party Intellectual Property – Rights and Restrictions*) or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:
- 7.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
- 7.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

#### **No double recovery**

- 7.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

### **8. Security**

- 8.1 In addition to the obligations under DEFCON 660 (*Official-Sensitive Security Requirements*), the Contractor shall at all times comply with the security conditions within Schedule M (*Security Conditions*) to the Conditions of Contract.

## **9. Force Majeure**

- 9.1 The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:
- 9.1.1 acts of nature;
  - 9.1.2 war;
  - 9.1.3 hostilities;
  - 9.1.4 fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.
- 9.2 The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details of the Force Majeure Event, its effect on the Contractor's obligations under this Contract, and the actions proposed to mitigate its effect.
- 9.3 Subject to Clause 9.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.
- 9.4 The maximum extension of time granted under this clause shall be limited to fifty six (56) calendar days after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

## **10. Consequences of Termination**

- 10.1 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.

## **11. Continuing Obligations**

- 11.1 Save as otherwise expressly provided in the Contract, termination or expiry of the Contract (or any part thereof) shall:
- 11.1.1 be without prejudice to any accrued rights or obligations under the Contract prior to termination or expiry;
  - 11.1.2 not affect the continuing rights, remedies and obligations of either Party under:
    - 11.1.2.1 any indemnity in the Contract;
    - 11.1.2.2 DEFCON 531 (*Disclosure of Information*);



- 11.1.2.3 DEFCON 528 (*Import and Export Licences*);
- 11.1.2.4 Condition 8 (*Security*);
- 11.1.2.5 Condition 43 (*Publicity and Communications with the Media*);
- 11.1.2.6 Condition 26 (*Intellectual Property Rights*); and
- 11.1.2.7 any other provision of the Contract which is expressly or by implication intended to continue in force on or after the expiry or termination of the Contract, including any indemnification provisions, limits of liability, confidentiality provision and intellectual property rights.

## 12. Termination on Default

- 12.1 The Authority may terminate the Contract (in whole or in part) for material breach in accordance with DEFCON 514 (*Material Breach*) which includes but is not limited to where any of the following events occur:
  - 12.1.1 the Contractor materially fails to comply with or be considered to be competent in any material respect under the MAA Approved Organisations Schemes, details of which are set out in the Military Regulatory Publications with which the Contractor is required to comply under Condition 17 (*Military Aviation Authority (MAA) Regulatory Requirements*) and Schedule I (*MRP Compliance*); or
  - 12.1.2 **REDACTED**
  - 12.1.3 **REDACTED**
- 12.2 The provisions of this Condition 12 are without prejudice to the provisions of DEFCONs 68, 515, 520, 566, 656B, 658 and 670 or to any other right or remedy available to the Authority.
- 12.3 Where the Authority considers that the Contractor has committed a Material Breach in relation to the Contract or any part thereof (including any part of the Services), the Authority shall be entitled to serve a written notice ("Formal Right of Termination Notice") on the Contractor:
  - 12.3.1 specifying that it is a Formal Right of Termination Notice;
  - 12.3.2 that the Authority wishes to terminate the Contract for material breach;
  - 12.3.3 the nature of the material breach;
  - 12.3.4 that the Contract (or part of the Contract) shall terminate on the day falling forty (40) business days after the date of the notice (or such other period as the Authority may in its sole and absolute discretion specify) unless the Contractor:
    - 12.3.4.1 provides an rectification programme acceptable to the Authority within twenty (20) business days after the date of the notice (or such other period as the Authority may in its sole and absolute discretion specify); and

- 12.3.4.2 implements such programme at the Contractor's cost in accordance with its terms and rectifies the material breach within forty (40) business days after the date the Authority provides written acceptance of the Contractor's proposed rectification programme (or such other period as the Authority may in its sole and absolute discretion specify).
- 12.4 For the avoidance of doubt and without prejudice to the Authority's rights under DEFCON 514 (*Material Breach*), in the event of termination for material breach the Contractor shall be entitled to payments only in respect of unpaid charges for the Services and/or Articles provided up until the date of termination. The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of the Services and/or Articles not provided as at the date of termination.
- 12.5 If the Authority terminates the Contract in accordance with DEFCON 656B (*Termination for Convenience – Over £5M*) or Condition 9 (*Force Majeure*) the Contractor shall be entitled to payments only in respect of unpaid charges for the Services and/or Articles received up until the date of termination. The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of the Services and/or Articles not provided as at the date of termination. Neither Party shall have any right to claim damages as a result of such termination.
- 12.6 In the event of a partial termination of the Contract, the Parties shall agree the effect of any Changes necessitated as a result in accordance with the terms of DEFCON 620 (*Contract Change Control Procedure*), including the effect the partial termination may have on any other Services and/or Articles, provided that the Contractor shall not be entitled to any increase in the Contract Price in respect of the Services and/or Articles that have not been terminated if the partial termination arises in accordance with DEFCON 514 (*Material Breach*) or as a result of a Force Majeure Event pursuant to Condition 9 (*Force Majeure*).

## **SPECIFICATION**

### **13. Defence Conditions (DEFCONs)**

#### **13.1** The following DEFCONs shall apply:

DEFCON 82 (Edn 06/21) – *Special Procedures For Initial Spares*;

DEFCON 113 (Edn 02/17) – *Diversion Orders*;

DEFCON 502 (Edn 05/17) – *Specification Changes*;

DEFCON 602A (Edn 12/17) – *Quality Assurance (With Deliverable Quality Plan)*;

DEFCON 603 (Edn 10/04) – *Aircraft Integration And Clearance Procedure*;

Note: DEFCON 603 (Aircraft Integration And Clearance Procedure) shall only apply to work under Emergent Work Tasking as defined in Schedule B (*Statement of Requirement*). The WAF shall state if DEFCON 603 applies and shall specify the requirements of the Authority.

DEFCON 606 (Edn 07/21) – *Change And Configuration Control Procedure*;

DEFCON 644 (Edn 07/18) – *Marking Of Articles*;

DEFCON 647 (Edn 05/21) – *Financial Management Information*

## **REDACTED**

### **14. Post Design Services**

14.1 The Contractor shall provide the Articles and Services comprising the activities detailed within Schedule B (*Statement of Requirement*) of the Contract in support of the Airborne Delivery Equipment (ADE) and Airborne Forces Equipment (AFE) systems as detailed within Annex A of Schedule B (*Statement of Requirement*) and Schedule C (*Master Product List Matrix (MPL)*)

14.2 The Contractor shall provide e-mail and telephone support for queries from the Authority's Engineering Authority (EA) and miscellaneous supply chain or project delivery support queries from DE&S within Business Hours.

14.3 Any changes to delivery timescales must be communicated to and authorised by the Authority's Commercial Officer in writing. Variation to timescales must be agreed by the Authority and may be considered an allowable mitigation if the claim submitted by the Contractor in accordance with Schedule L (*Performance Management*) to the Contract, is approved by the Authority.

#### **Obsolescence Management**

14.4 The Contractor's Obsolescence Management Plan shall be agreed in accordance with Schedule F (*Contractor Deliverables*) and shall form Schedule O (*Obsolescence Management Plan*) of the Contract.

- 14.5 The Contractor shall perform the Obsolescence Management Plan obligations as detailed in Schedule O (*Obsolescence Management Plan*).
- 14.6 The Parties agree that any remedial work to resolve obsolescence issues shall be subject of the Emergent Work Tasking procedure set out within Condition 15. Any decision to implement any resolution action shall be at the sole discretion of the Authority.

### **Configuration Control**

- 14.7 The Contractor shall provide all Configuration Control services. Material specifications and all other relevant Equipment Documentation shall be subject to the following:
  - 14.7.1 The Contractor shall be responsible for both Design Configuration Control and Physical Configuration Control where they are Design Organisation (DO) or Coordinating Design Organisation (CDO).
  - 14.7.2 Where the Contractor has been awarded privileges by the Type Airworthiness Authority (TAA), the Contractor is to act in accordance with the conditions of those privileges throughout the duration of the Contract.
  - 14.7.3 At Contract Award, the Contractor is to provide and maintain a log of all decisions made under privilege, including all authorised configuration changes from the date of privileging award to date, to the TAA contact at Schedule G (*List of Authorised Demandors*).
  - 14.7.4 The Contractor shall provide this information to ADE and AFE five (5) business days in advance of each relevant Local Technical Committee (LTC) meeting, for discussion at the LTC meeting, and as part of the LTC minutes.
  - 14.7.5 Should the Authority have any questions on these decisions made under privilege, or require further information to explain the Contractor's decision, this information is to be provided in full within ten (10) business days as part of the Core activity of this Contract.
  - 14.7.6 The Contractor shall adhere to all standards relevant to Configuration Control outlined in Schedule I (*MAA RA Compliance Matrix*), notably:
    - 14.7.6.1 The Contractor shall establish and operate procedures in compliance with DEFSTAN 05-057, including but not restricted to the submission of reports and attendance at meetings
    - 14.7.6.2 The Contractor shall ensure that the configuration of the design of the equipment is properly controlled and managed in accordance with DEFSTAN 05-057 and DEFCON 606 (*Change and Configuration Control Procedure*).
  - 14.7.7 The DO should maintain the design data and manufacturing data relating to the articles supplied or the work performed under the contract for a minimum of five (5) years beyond the aircraft or equipment out-of-service date, in accordance with RA 1225.

- 14.7.8 The master copy of any design data should not be altered by the DO before the expiration of the five (5) year period except on the written instructions or with the written permission of the Authority. When required by the TAA/AC DTL copies of design data should be supplied by the DO in an agreed format.

#### **Equipment Documentation**

- 14.8 The Contractor shall be responsible for the storage and maintenance of:
  - 14.8.1 System-Level Drawing packs;
  - 14.8.2 Master Record Indexes (MRIs) or Configuration Status Records (CSRs) in accordance with RA301, RA5810 and DEFSTAN 05-16 Pt 1;
  - 14.8.3 Certificates of Design (CoD) (Form 100A) in accordance with RA 5103, and Equipment Specifications, supported by:
    - 14.8.3.1 Safety Assessment Reports (SARs) in accordance with DEFSTAN 00-056. Each CoD shall be supported by a DO SAR. The content of the DO SAR may be tailored appropriately to reflect the complexity of the equipment, sufficient to satisfy both the Contractor and TAA signatories on the Certificate of Design. The DO SAR shall be supported by DO Hazard Logs in accordance with DEF STAN 00-056.
  - 14.8.4 The disclosure of Equipment Documentation to the Authority and/or to any third party shall be in accordance with DEFCON 531 (*Disclosure of Information*). Provision of documents should be within five (5) business days or as otherwise agreed between the Authority and the Contractor.
  - 14.8.5 The Contractor shall, for the duration of the Contract, support the Airborne Equipment (AE) TAA's mandated requirement to conduct a review of the Safety Assessment of AE Systems every four (4) years, the Contractor shall support this requirement by conducting a review of its Safety Assessments (from the point of initial document production or latest review), delivering a Safety Assessment Report where required. This shall be conducted in accordance with RA1220(3).

#### **Meetings and Management Information**

- 14.9 All meetings shall be held in accordance with Schedule R (*Governance Structure*) and any meetings required in addition to those stated must be approved via the Emergent Work Tasking procedure and shall be costed with secretarial support included.
- 14.10 The Contractor shall provide the Authority with the Contractor Deliverables as detailed within Schedule F (*Contractor Deliverables*) of Contract.
- 14.11 The Contractor shall provide the Authority with Financial Management Information in accordance with DEFCON 647 (*Financial Management Information*):
  - 14.11.1 **REDACTED**

### **Technical Queries & Fault Investigation**

14.12 The Contractor shall respond to Technical Queries and Fault Investigations in accordance with the Parties obligations defined within Schedule B (*Statement of Requirement*) of the Contract.

14.13 **REDACTED**

14.14 **REDACTED**

14.15 **REDACTED**

14.15.1 **REDACTED**

14.16 **REDACTED**

14.17 **REDACTED**

14.17.1 **REDACTED**

14.17.2 **REDACTED**

## **Technical Air Publications**

- 14.18 The Contractor shall be responsible for the preparation, supply and routine update of all Air Publications (APs) and Illustrated Parts Catalogues (IPCs) listed in Schedule D (*Technical Air Publications List*). Where requested by the Authority, the Contractor shall also prepare and supply both new AP editions and amendments.

## **15. Emergent Work Tasking**

- 15.1 The Authority shall have the right to raise Emergent Work Tasking for any other work within the scope of the Contract for agreement with the Contractor.
- 15.2 All Emergent Work Tasking must be approved by the Authority prior to the Contractor commencing with any work.
- 15.3 The Authority shall not be liable for any work undertaken by the Contractor without prior written authorisation of the Emergent Work Tasking and accompanying approved Purchase Order (PO) from the Authority's Commercial Officer specified within Schedule P (*DEFFORM 111*).
- 15.4 The Contractor may propose an Emergent Work Tasking to the Authority where the Contractor has identified an anticipated requirement. Where a Contractor has identified an anticipated requirement, only an Authority Authorised Demander specified within Schedule G (*List of Authorised Demanders*) can be named as an Originator within Part 1 of Schedule H (*Work Authorisation Form (WAF)*).
- 15.5 The Authority is not obligated to proceed with any Emergent Work Tasking. Should the Authority not wish to proceed with a Emergent Work Tasking, the Contractor shall be notified in writing by the Authority's Commercial Officer specified within Schedule P (*DEFFORM 111*).
- 15.6 All Emergent Work Tasking shall be approved by the Authority using the appropriate Work Authorisation Form set out within Schedule H (*Work Authorisation Form (WAF) Template*). No other form of authorisation shall be accepted. All Work Authorisation Forms (WAF) shall be completed as follows:
- 15.6.1 **Part 1** – The 'Task Details' shall be completed by an Authority representative in Schedule P (*DEFFORM 111*) or the Authorised Demander list at Schedule G (*List of Authorised Demanders*) and submitted to the Contractor via the Authority's Commercial Officer specified in Schedule P (*DEFFORM 111*). Each task will be given a unique identifying reference number by the Authority.

- 15.6.2 **Part 2** – The Contractor shall acknowledge receipt of Part 1 within five (5) business days and at the same time confirm whether any additional information is required by providing the full details needed in order to progress a comprehensive proposal or confirm that the Work Authorisation Form is sufficiently detailed for the purposes of submitting a Contractor proposal. Any required information shall be clarified by the Authority with an updated Work Authorisation Form in accordance with Condition 15.9 below. Following the acknowledgement of Part 1, the Contractor shall provide a Firm Price Quotation, by returning the completed Part 2 to the Authority's Authorised Demander and Commercial Officer within twenty-five (25) business days of receipt of the request (or other period as agreed with the Authority's Commercial Officer). The Contractor shall price Emergent Work Tasking in accordance with Condition 20 (*Price*). The Contractor shall supply a work breakdown structure and full cost breakdown in order that the Authority can be satisfied that the proposed costs are Allowable Costs, in that they are appropriate, attributable to the Contract and reasonable in the circumstances in accordance with the Single Source Contract Regulations 2014 (SSCR). Each quotation should contain supporting detail for each of the following:
- 15.6.2.1 Direct labour hours by cost centre and Authority financial year;
  - 15.6.2.2 Price of any required materials and sub-contractor costs, including any spares – The Contractor should provide an itemised list of all material and sub-contracts and include details of any Minimum Order Quantities (MOQs) applicable to the Emergent Work Tasking in question;
  - 15.6.2.3 The applicable hourly cost recovery labour rate detailed with Schedule E (*Pricing Tables*) of the Contract;
  - 15.6.2.4 Travel and Subsistence costs – Please note that Travel and Subsistence costs shall be broken down by airfare, hotel & subsistence costs and vehicle rental & fuel costs, and any other relevant type transportation costs.
- 15.6.3 The Authority shall confirm receipt of the Contractor's Emergent Work Tasking proposal within three (3) business days of receipt and, at the same time, confirm whether any additional information is required in order to evaluate the Contractor's Emergent Work Tasking proposal. Any required information requested by the Authority shall be provided without unnecessary delay. The Parties acknowledge that written agreement on the management of any applicable MOQs must be reached prior to authorisation of Part 3 of the Work Authorisation Form.



- 15.6.4 **Part 3** – The Emergent Work Tasking authorisation shall be completed by the Authority on acceptance of the Contractor's quotation at Part 2. The Authority's authorisation and approval for the Contractor to proceed with a task will only be given by completion of Part 3 of the Work Authorisation Form, which must include an approved Purchase Order (PO), which shall be provided by the Authority within twenty (20) business days unless otherwise agreed in writing, such agreement shall not be unreasonably withheld. The Contractor shall acknowledge receipt of authorised tasks within five (5) business days confirming that the Contractor is proceeding with the task.
- 15.6.5 **Part 4** – Upon the Contractor's notification of milestone and/or task completion the Authority's Authorised Demander shall provide Acceptance or Rejection of the milestone and/or task. Final acceptance of Emergent Work Tasking completion shall be provided with the issue of an approved Part 4 of the Work Authorisation Form confirming the task has been completed to the Authority's satisfaction and payment can be claimed in accordance with DEFCON 522 (*Payment and Recovery of Sums Due*).
- 15.7 Change control of each Work Authorisation Form will be managed with use of the 'WAF Revision Number' field at the top of each page of the Work Authorisation Form form. After the point that the Authority has submitted a Work Authorisation Form Part 1 to the Authority with Revision Number 1, where the Authority and Contractor have mutually agreed a change of scope to the Description or Deliverables of Part 1 of the Work Authorisation Form, the Authority will subsequently resubmit the Work Authorisation Form with Revision Number 2. This process shall continue until the Authority and the Contractor are both content with Part 1, enabling the Contractor to proceed with Part 2. Only the Authority shall increase the WAF Revision Number; the Contractor shall not increase the WAF Revision Number when completing Part 2 of the Work Authorisation Form.
- 15.8 The Authority shall not be liable for the cost of any work quoted in Part 2 undertaken by the Contractor prior to the Contractor receiving a Work Authorisation Form with Part 3 completed by the Authority, including the approval of a Purchase Order.
- 15.9 Any changes to delivery timescales must be communicated to and authorised by the Authority's Commercial Officer in writing. Variation to timescales must be agreed by the Authority and may be considered an allowable mitigation if the claim submitted by the Contractor in accordance with Schedule L (*Performance Management*) to the Contract, is approved by the Authority.
- 15.10 The Authority shall have the right to cancel an individual Emergent Work Tasking by applying DEFCON 656B (*Termination for Convenience – Over £5M*).
- 15.11 No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this contract without the express written agreement of the Authority's Project Manager specified within Schedule P (*DEFFORM 111*)

## **16. Defence Standards**

- 16.1 The following Defence Standards (DEFSTANs) shall apply:

DEFSTAN 00-051 Environmental Management Requirements For Defence Systems.

DEFSTAN 00-055 Part 1 Issue 4 Requirements for Safety of Programmable Elements (PE) in Defence Systems

DEFSTAN 00-056 Part 1 Safety Management Requirements for Defence Systems.

DEFSTAN 00-251 Parts 0-3 Human Factors Integration for Defence Systems.

DEFSTAN 00-970 Part 5 Certification Specifications for Airworthiness: LARGE TYPE AIR SYSTEMS

DEFSTAN 00-970 Part 13 Certification Specifications for Airworthiness: MILITARY COMMON FIT EQUIPMENT

DEFSTAN 05-057 issue 6 Configuration Management of Defence Materiel.

DEFSTAN 05-061 Part 1 Issue 6 Concessions.

DEFSTAN 05-061 Part 4 Issue 3 Contractors Working Parties – QA Requirements.

DEFSTAN 05-061 Part 9 Issue 5 Independent Inspection Requirements for Safety Critical Items.

DEFSTAN 05-061 Part 18 Aircraft and Munitions Parachutes and Parachute assemblies, Harnesses and Personnel Restraint Harness for use in Aircraft.

DEFSTAN 05-69 Standard Colour Scheme of Metallic Materials for Aerospace Applications

DEFSTAN 05-99 Issue 4 Managing Government Furnished Assets in Industry

DEFSTAN 05-135 Issue 1 Avoidance of Counterfeit Material

DEFSTAN 05-138 Cyber Security for Defence Suppliers

DEFSTAN 59-411 Electromagnetic Compatibility

DEFSTAN 81-041 Packaging of Defence Materiel

## **17. Military Airworthiness Authority (MAA) Requirements**

- 17.1 The Contractor shall hold Design Approved Organisation Scheme (DAOS) accreditation from the Military Airworthiness Authority (MAA) throughout the duration of the Contract. The Contractor shall act in accordance with DAOS requirements and expectations throughout all activities conducted under the Contract.
- 17.2 The Contractor shall comply with the following MAA Regulatory Publications (MRP) issued by the Military Aviation Authority (MAA) (Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor):

- 17.2.1 Overarching documents:
  - 17.2.1.1 MAA01: MAA Regulatory Policy
  - 17.2.1.2 MAA02: MAA Master Glossary
- 17.2.2 MAA Manuals:
  - 17.2.2.1 Manual of Air Safety
- 17.3 The Contractor shall comply with the MRPs to ensure compliance with the Regulatory Articles (RAs) set out within Schedule I (*MAA RA Compliance Matrix*) to the Contract and the action(s) additionally assigned to the Contractor in the column titled 'Contractor's Responsibility' by following:
  - 17.3.1 The Acceptable Means of Compliance (AMC) prescribed therein;
  - 17.3.2 Where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the MAA; or other Alternative Acceptable Means of Compliance (AAMC) as may be agreed by the Contractor with the MAA.
- 17.4 Should the Contractor fail to hold DAOS accreditation or comply with the requirements of MAA Regulatory Publications (MRP) and Regulatory Articles (RA) then the Authority shall have the right to terminate the Contract, in part or in full, under DEFCON 514 (*Material Breach*).
- 17.5 The Contractor shall comply with the latest edition of all RA's shown in Schedule I (*MAA RA Compliance Matrix*). The Contractor shall assess whether any changes made to the RA's will impact upon cost and shall request a Contract amendment evidencing that cost. The Authority shall notify the Contractor of any alterations to RA's that require a change in Contractor requirement or compliance statements within Schedule I (*MAA RA Compliance Matrix*). At each Task Review Meeting both Parties will review and discuss any changes to RA's and where applicable the implications on the Contract.
- 17.6 The MAA MRP, specifically RA 1150, makes a clear statement that AE is not an Air System, however, it references several 1000 Series RAs applicable to the Airborne Equipment (AE) Community. Although the Regulations referenced in RAs were specifically written with respect to Air Systems, their intent is equally applicable to AE and to the risk management framework necessary to allow the AE Community to ensure Risk to Life (RtL) is managed appropriately. Therefore, the strategy is for the AE Community to comply with the intent of the MRP, with an acknowledgement that not all the rules can reasonably or practicably be applied to AE. As a result, specific RAs are flowed down to the Contractor in order that the AE Type Airworthiness Authority (TAA) is able to execute his responsibilities. For the purposes of this Contract those RAs listed in Schedule I (*MAA RA Compliance Matrix*) are to be applied to the delivery of this Contract.

## 18. Quality Assurance Requirements

- 18.1 The Contractor is required to hold compliance and ensure certification with the following standards and certifications:

ISO 9001:2015 Quality Management System

AQAP 2105 North Atlantic Treaty Organization (NATO) Requirements for Deliverable Quality Plans Edition C Version 1

AQAP 2009 NATO Guidance on the use of the AQAP Edition 3

AQAP 2070 NATO Mutual Government Quality Assurance (GQA) Process Edition B Version 4

AQAP 2310 NATO QMS Requirements for Aviation, Space and Defence Edition B Version 2

Note: The Contractor complies with AQAP-2310 Edition B Version 2 Jan 2022 with the exception of clause 1 of section 5.3.2 (*Monitoring and measuring resources*) relating to ISO 10012:2003, specifically clauses 5.3 (*Quality Objectives*) and 7.3.1 (*Measurement Uncertainty*).

STANAG 4107 NATO Guide for the Delegation of Government Quality Assurance

UK Registration, Evaluation, Authorisation and restriction of Chemicals (REACH)

- 18.2 A Deliverable Quality Plan is required to meet the standards set out in DEFCON 602A, AQAP 2105, NATO Requirements for Deliverable Quality Plans Edition C Version 1 and the Schedule B (*Statement of Requirement*) of Contract.

- 18.3 The Contractor shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. The Contractor shall inform the Authority of any material changes to the Deliverable Quality Plan, providing an updated version within ten (10) business days of its release and be subject to formal Contract amendment. The Quality Plan shall include the standards the contractor will work to and detail:

18.3.1 All practices, processes, resources, key personnel, documents in compliance with the Contract Terms and Conditions.

18.3.2 The process of how the Contractor will rectify any quality deficiencies.

- 18.4 Changes proposed to any Deliverable Quality Plan, or place of manufacture, agreed before commencement of work against the Contract shall be referred back to the Quality Assurance Manager specified within Schedule P (*DEFFORM 111*), the Appendix to the Contract, for their approval, before any such change is implemented. Such reference back shall not be taken as cause to vary other Terms and Conditions of the Contract.

**19. Environmental Requirements**

- 19.1 The Contractor shall comply with the principles of ISO 14001 (*Environmental management systems*).
- 19.2 The Contractor shall adopt a 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.

**19A. Assistance with Inquiries**

- 19A.1. If an accident or other incident occurs and an Inquiry is convened, the Contractor shall make available to the officer in charge of that Inquiry all relevant information and facilities including, as the Contractor may reasonably establish, access to any Sub-Contractor for the purpose of immediate and detailed investigations. If so requested by the officer in charge of the Inquiry, the Contractor shall undertake his own investigation and shall submit written reports to that Officer.
- 19A.2. In connection with any such Inquiry, the Contractor shall use reasonable endeavours to ensure that any Sub-Contractor, whose evidence may assist the Inquiry in reaching its findings, attends and gives evidence to the Inquiry when called upon to do so.
- 19A.3. The Contractor shall include a condition in each Sub-Contract that the Sub-Contractor shall use its reasonable endeavours to ensure that any employee of such Sub-Contractor whose evidence may assist any Inquiry in reaching its findings shall attend and give evidence to that Inquiry when called upon to do so.
- 19A.4. Nothing in this Condition 19A shall require the Contractor or any Contractor related party to provide evidence where it is prohibited from doing so by any Law.

## **PRICE**

### **20. Defence Conditions (DEFCONs)**

20.1 The following DEFCONs shall apply:

DEFCON 513 (Edn 04/22) – *Value Added Tax (VAT)*;

DEFCON 670 (Edn 02/17) – *Tax Compliance*;

DEFCON 800 (Edn 12/14) – *Qualifying Defence Contract*;

DEFCON 801 (Edn 12/14) – *Amendments to Qualifying Defence Contracts – Consolidated versions*;

DEFCON 802 (Edn 12/14) – *QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts (QSC)*;

DEFCON 804 (Edn 03/15) – *QDC: Confidentiality of Single Source Contract Regulations Information*;

DEFCON 811 (Edn 12/14) – *Single Source: Profit and Loss Sharing on Firm / Fixed Price Contracts*

### **21. Pricing**

21.1 The Contract Price under Schedule of Requirements Item No. 1, 1a, 1b, 1c and 1d shall be Firm and not subject to variation.

21.2 The Prices under Schedule of Requirements Item No 2 shall be agreed on a case by case basis in accordance with the procedure defined within Condition 15 (*Emergent Work Tasking*) of the Contract, and using the corresponding Firm Rates specified in Schedule E (*Pricing Tables*) of the Contract.

21.3 All Contract prices are inclusive of all royalties, licence fees and the cost of complying with all Conditions of Contract.

21.4 Contract Profit Rates to apply to Emergent Work Tasking shall be agreed annually for the period 1st April to 31st March after publication of the Baseline Profit Rate by the Single Source Regulations Office (SSRO).

21.5 Agreement of Contract Profit Rates pursuant to 21.4 shall be agreed by the Authority and the Contractor within one (1) month of the SSRO's publication date. Each agreed Contract Profit Rate for the applicable year shall be recorded within Schedule E (*Pricing Tables*) of the Contract and updated annually via a Contract Amendment.

21.6 The Contractor shall maintain a record of all material costs and shall supply evidence for material costs with the quotation for all Emergent Work Tasking.

### **22. Option Prices**

22.1 The Prices for Options will be in accordance with Schedule E (*Pricing Tables*).

**23. QDC Interim Contract Report**

- 23.1 The Contractor shall provide an Interim Contract Report six (6) months from the Contract Effective Date repeating annually, for as long as the Contract is in effect.

## PAYMENT

### 24. Payment

24.1 The following DEFCONs shall apply:

DEFCON 522 (Edn 11/21) – *Payment and Recovery of Sums Due*;

DEFCON 534 (Edn06/21) – *Subcontracting and Prompt Payment*

24.2 Payment for Schedule of Requirement Item No 1 (*Core Service - Post Design Services Core Tasking*) shall be paid quarterly in arrears in accordance with Schedule T (*Payment Plan*) and in accordance with DEFCON 522 (*Payment and Recovery of Sums Due*).

24.3 Not Used

24.4 Payment for Schedule of Requirement Item No 1.a (Update of technical drawings), 1.b (Master Product List scoping activity) and 1.c (MPL Implementation Work) shall be paid upon completion and acceptance by the Authority in accordance with Condition 35 of the Contract and Schedule C (as appropriate).

24.5 Payment for Schedule of Requirement Item No 2 (*Emergent Work Tasking*) shall, unless otherwise agreed and detailed within the Schedule H (*Work Authorisation Form*), be paid by the Authority on satisfactory completion of all work, and in accordance with DEFCON 522 (*Payment and Recovery of Sums Due*).

24.6 All payments made by the Authority under Schedule of Requirement Item Item No. 2 (*Emergent Work Tasking*) shall be recorded within Schedule T (*Payment Plan*), which will be formally updated via Contract Amendment at six (6) monthly intervals, unless otherwise agreed between the Parties.

24.7 Payment for Schedule of Requirement Item No 1.d (Bid Costs) shall be claimable by the Contractor after twenty (20) business days from Contract Effective Date.



## INTELLECTUAL PROPERTY RIGHTS

### 25. Defence Conditions (DEFCONs)

#### 25.1 The following DEFCONs shall apply:

DEFCON 14 (Edn 06/21) – *Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs*;

DEFCON 15 (Edn 06/21) – *Design Rights and Rights to Use Design Information*;

DEFCON 16 (Edn 06/21) – *Repair And Maintenance Information*;

DEFCON 21 (Edn 06/21) – *Retention of Records*;

Note: DEFCON 21 applies to all information and data required to be delivered under a Contract Data Requirement (CDR) and subject to DEFCON 15 and 16. All other records shall be subject to DEFCON 609.

DEFCON 90 (Edn 06/21) – *Copyright*;

DEFCON 126 (Edn 06/21) – *International Collaboration*

Notes:

DEFCON 126 shall only apply to work as defined within Schedule B (*Statement of Requirement*), Section 1 (*Post Design Services Core Tasking*) and Section 2 (*Emergent Work Tasking*).

The periods referred to in Clauses (2) and (3) of DEFCON 126 shall be fifteen (15) years in each case from date of Contract. The Authority may require to be free to disclose information arising from the Contract to member nations of NATO and to any other country with whom there exists a treaty or similar obligations for mutual Defence and DEFCON 126 is to be construed accordingly;

DEFCON 632 (Edn 11/21) – *Third Party Intellectual Property – Rights and Restrictions*.

DEFCON 703 (Edn 06/21) - *Intellectual Property Rights – Vesting In The Authority*

Note: DEFCON 703 shall only apply to Air Publications submitted under the Contract and where indicated with any duly completed DEFFORM 315 in support of Work Authorisation Forms.

## **26. Intellectual Property**

- 26.1 The Contractor shall not place any subcontract or order which may reasonably be expected to create any intellectual property required under the Contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed sub-contractor concluding a direct agreement with the Authority in the form of DEFFORM 177 (*Design Rights Sub-Contractors Agreement*) as set out at Schedule U of the Contract. Wherever possible the request for approval should be accompanied by two (2) copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this condition it shall report the matter to the Authority's Commercial Officer specified in Schedule P (*DEFFORM 111*) and await further instructions before placing the sub-contract or order.

## **27. Authorisation by the Crown for use of third party Intellectual Property Rights.**

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

## **28. Licences and International Agreements**

- 28.1 The Contractor shall identify and confirm to the Authority any items that are subject to International Traffic in Arms Regulations (ITAR) and shall detail any special requirements and end of use or disposal constraints. Where items subject to ITAR are identified:
- 28.1.1 The Contractor shall detail procedures to be used for managing items subject to ITAR.
  - 28.1.2 The Contractor shall establish and maintain all ITAR licences to enable all necessary personnel to have access to ITAR equipment, information and data.
- 28.2 The Contractor shall identify and confirm to the Authority any items that are subject to International Trade Cooperation Treaty (ITCT) and shall detail any special requirements and end of use or disposal constraints. Where items subject to ITCT are identified, the Contractor shall detail procedures to be used for managing items subject to ITCT.
- 28.3 The Contractor shall identify and confirm to the Authority any items that are subject to Import Duty Waiver (IDW) and shall detail any special requirements and end of use or disposal constraints. Where items subject to IDW are identified, the Contractor shall detail procedures to be used for managing items subject to IDW.
- 28.4 The Contractor shall confirm to the Authority any items that are subject to any other export controls and shall detail any special requirements and end of use or disposal constraints.

## LOANS

### 29. Defence Conditions (DEFCONs)

29.1 The following DEFCONs shall apply:

DEFCON 611 (Edn 02/16) – *Issued Property*;

DEFCON 694 (Edn 07/21) - *Accounting For Property of the Authority*;

DEFCON 601 (Edn 04/14) - *Redundant Material*

### 30. Loans

30.1 To enable the Contractor to perform its obligations under the Contract, the Authority shall provide or procure the provision of the Government Furnished Assets as detailed in Schedule J (*Government Furnished Assets*).

30.2 DEFCON 611 (*Issued Property*) shall apply to all Government Furnished Assets.

30.3 When an item is returned to the Contractor for repair, maintenance, fault investigation or trials support, the Contractor must adhere to DEFCON 694 (*Accounting for Property of the Authority*), DEFCON 611 (*Issued Property*) and DEF STAN 05-99 Issue 4 Amendment 2 (*Management of Government Issued Material*).

30.4 All transactions detailed within Clause 30.3 shall be managed as a loan for a defined period and will be managed through the Authority's Supply Chain Managers.

30.5 On a quarterly basis the Contractor must raise a DEFCON 694 (*Accounting For Property of the Authority*) return to DBS Manchester, providing details on all MOD assets held.

30.6 The Contractor shall establish and operate procedures, submit reports in compliance with DEFCON 611 (*Issued Property*), DEFCON 694 (*Accounting for Property of the Authority*) and DEF STAN 05-99 Issue 4 Amendment 2 (*Management of Government Issue Material*).

30.7 The contractor shall respond to any information requests made by the Authority within ten (10) business days for any items on loan.

### 31. Disposal

31.1 Any Articles or part thereof identified as scrap for disposal by the Contractor shall be identified to the Authority's Supply Chain Manager (SCM). No Article shall be disposed of without the written approval of the Authority. Disposal costs, if demonstrated to be Allowable within SSRO guidance, may be chargeable to the Authority via the Emergent Work Tasking procedure.

31.2 For the purposes of Clause 2.a of DEFCON 601 (*Redundant Material*), the appropriate time shall mean upon acceptance by the Authority of the Contract Deliverable(s) for an Emergent Work Task.

- 31.3 Where redundant material is identified under this Contract, in addition to the obligations in DEFCON 601 (*Redundant Material*), the Contractor shall notify the Authority's Supply Chain Manager and add this material to their Public Stores Account.

## DELIVERY AND ACCEPTANCE

### 32. Defence Conditions (DEFCONs)

#### 32.1 The following DEFCONs shall apply:

DEFCON 5J (Edn 8/11/16) – *Unique Identifiers*;

DEFCON 68 (Edn 09/22) – *Supply of Data for Hazardous Substances, Mixtures and Articles*;

Note: The Parties acknowledge that DEFFORM 68 will be applicable as necessary on a case-by-case basis through the Emergent Work Tasking procedure.

DEFCON 117 (Edn 07/21) – *Supply Of Information For NATO Codification and Defence Inventory Introduction*;

Note: The Contractor will contact the Authority supply chain management contact as specified within box 4 of Schedule P (*DEFFORM 111*) to allow review and agreement of the content of the codification request prior to submission of a codification request to UKNCB.

DEFCON 129 (Edn 02/22) – *Packaging (For Articles Other Than Munitions)*;

DEFCON 129J (Edn 18/11/16) – *The Use Of The Electronic Business Delivery Form*;

DEFCON 130 (Edn 11/21) – *Packaging For Explosives*;

DEFCON 507 (Edn 07/21) – *Delivery*;

DEFCON 524 (Edn 02/20) – *Rejection*;

Note: For the purposes of this DEFCON 524, the period to invoke rejection shall be limited to twenty (20) business days.

DEFCON 524A (Edn 02/20) – *Counterfeit Material*;

DEFCON 525 (Edn 10/98) – *Acceptance*;

DEFCON 528 (Edn 07/21) – *Import/Export*;

Note: The periods referred to in Clause 16 of DEFCON 528 shall be thirty (30) calendar days in each case.

DEFCON 602A (Edn 12/17) – *Quality Assurance (With Deliverable Quality Plan)*;

DEFCON 612 (Edn 06/21) – *Loss or Damage to the Articles*;

DEFCON 621B (Edn 10/04) – *Transport (If Contractor Is Responsible For Transport)*;

Note: The Contractor shall not be responsible for loading and unloading of the Articles upon arrival at the site and shall not be responsible for the provision of special handling equipment

DEFCON 624 (Edn 11/13) – *Use of Asbestos*;

DEFCON 627 (Edn 11/21) – *Quality Assurance – Requirement For A Certificate Of Conformity*;

Note: Clause one (1) of DEFCON 627 shall be amended as follows:  
The Contractor shall provide a Certificate of Conformity (CofC) in accordance with the Schedule of Requirements and any applicable Quality Plan.

One copy of the CofC shall be sent to the Authority (Box 2 DEFFORM 111) upon delivery and one copy shall be provided with the Articles or to the recipient of the Service

DEFCON 644 (Edn 07/18) – *Marking Of Articles*.

DEFCON 671 (Edn10/22) - *Plastic Packaging Tax*

### **33. Supply of Equipment and Spares and Codification**

- 33.1 The Contractor shall supply Articles to the Authority via the Emergent Work Tasking procedure.

### **34. Delivery**

- 34.1 The Contractor shall inform the Authority as soon as it becomes aware of any event or reasons likely to result in failure to meet an agreed delivery date or delivery schedule.
- 34.2 The Contractor Deliverables shall be Delivered Duty Paid (DDP) in accordance with DEFCON 507 (*Delivery*) by the Contractor. If under the Emergent Work Tasking procedure, the consignee shall be specified on the Work Authorisation Form by the Authority, to any of the following delivery destinations:

<b>Consignee</b>	<b>Consignee Address</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>

- 34.3 Deliveries to destinations other than those stated in 34.2 shall be treated in accordance with DEFCON 113 (*Diversion Orders*).
- 34.4 The Authority reserves the right to change, as a Diversion Order, any previously annotated delivery destination up to one (1) week before the scheduled delivery date. Requests for Diversion Orders must be made in writing from an Authorised Demander in Schedule G (*List of Authorised Demanders*).
- 34.5 If a Diversion Order incurs reasonable additional delivery and packaging costs these must be claimed as an Emergent Work Tasking subject to Authority agreement.

- 34.6 The delivery dates shall be in accordance with the lead times formally agreed between the Parties.
- 34.7 If an Article is to be delivered in batches, the Contractor will identify such by listing each batch as a separate Line Item Number in the associated WAF Part 2 response, and any associated Authority Purchase Order placement shall reflect the separate Line Items and delivery dates accordingly.
- 34.8 Any changes to delivery timescales must be communicated to and authorised by the Authority in writing. Variation to timescales must be agreed by the Authority and may be considered an allowable mitigation if the claim submitted by the Contractor in accordance with Schedule L (*Performance Management*) to the Contract, is approved by the Authority.
- 34.9 The Contractor may request to deliver orders earlier than the agreed delivery date. In these circumstances, the Contractor should seek permission in writing from the Authority Supply Chain Manager(s) as specified in Schedule P (*DEFFORM 111*) with details of the requested delivery date. Permission may be given (and not unreasonably withheld) by the Authority on a case-by-case basis and is not to be construed as precedent for future permission on subsequent deliveries.
- 34.10 The Contractor shall ensure that the Contractor Deliverables:
- 34.10.1 correspond with the specification;
  - 34.10.2 are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the Articles being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement;
  - 34.10.3 comply with any applicable Quality Assurance Requirements specified in the Contract; and
  - 34.10.4 **REDACTED**
  - 34.10.5 **REDACTED**
- 34.11 The Contractor shall comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 Jun 19) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all Contractor Deliverables which are:
- 34.11.1 supplied by the Contractor or any of its subcontractors under this Contract; and
  - 34.11.2 which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) ("LCS(T) Managed Depots")
- 34.12 The Contractor shall provide the information required for a Requirements Change Form (RCF) for all Contractor Deliverables new to LCS(T) Managed Depots in

accordance with the requirements of the LCST Supplier Manual. The Parties acknowledge that, following a Contractor RCF submission, the leadtime for the Authority to agree / approve and inform the Contractor is sixteen (16) calendar weeks. In the event that the Authority does not agree / approve said RCF and inform the Contractor within sixteen (16) calendar weeks and such delay directly leads to late delivery by the Contractor, the Contractor shall be entitled to claim KPI Alleviation in accordance with Schedule L (*Performance Management*).

- 34.13 Subject to Clause 4 of DEFCON 524 (*Rejection*), the Contractor shall be solely responsible for the cost of rectifying rejected deliveries where the fault is reasonably determined to be the liability of the Contractor. This includes but is not limited to: return shipping; re-delivery within the UK only and rectification work.

### **35. Marking of Articles**

- 35.1 The Contractor shall mark each Article clearly and indelibly with:

- 35.1.1 The item name or description;
- 35.1.2 NATO Stock Number (NSN);
- 35.1.3 Manufacturer part number;
- 35.1.4 The date of manufacture if allocated;
- 35.1.5 Any serial or batch number allocated; and
- 35.1.6 If the item is subject to a service life/ life in use, a marking field reserved for marking the date of first use or first issue utilising a standard marker pen.

- 35.2 In accordance with item 1.a of the Schedule of Requirements, the Contractor shall update the technical drawings and documents to enable the marking of Article(s) in accordance with Condition 35. The technical drawings and documents to be updated are identified within the Master Product List at Annex A to Schedule C (*Master Product List*) of the Contract:

- 35.3 The Contractor shall update the technical drawings and documents pursuant to Condition 35.2 in the order identified by the Authority. All updates of such technical drawings and documents shall be completed by [*date to be agreed by the Parties*].

- 35.4 The Authority shall confirm its Acceptance (or otherwise) of each output pursuant to Condition 35.3 following receipt.

### **36. Packaging and Labelling of Contractor Deliverables**

- 36.1 The Contractor shall supply DEFFORM 129J with each Contractor Deliverable in accordance with the requirements of DEFCON 129J (*The Use Of The Electronic Business Delivery Form*). In addition, the Contractor shall include the following information on the DEFFORM 129J:

- 36.1.1 The Contractor's NATO Commercial and Government Entity (NCAGE).
- 36.1.2 Any delivery tracking numbers if tracked delivery is used.



- 36.1.3 Where the Contractor Deliverables are elastomeric items or subject to a finite life or shelf life; the batch numbers, liding details, date of manufacture, and expiry date.
- 36.2 The Contractor shall send a digital copy of each DEFFORM 129J to the Authority Supply Chain Management contact specified in Schedule P (*DEFFORM 111*) on the same date as despatch.
- 36.3 The Contractor shall send a digital copy of each Certificate of Conformity to the Authority Supply Chain Management contact in specified in Schedule P (*DEFFORM 111*) on the same date as despatch.
- 36.4 The Contractor shall supply Commercial Packaging meeting the standards and requirements of the LCST Supplier Manual. In addition, the following requirements apply:
  - 36.4.1 The Contractor shall provide Packaging in accordance with DEFCON 129 (*Packaging (For Articles Other Than Munitions)*) and the packaging will be expected to survive handling in a frost-free dry warehouse environment.
- 36.5 The Contractor shall comply with the requirements set out for labels and barcodes in the LCST Supplier Manual. In addition, the following requirements apply:
  - 36.5.1 the Contractor shall detail on the label for each Contractor Deliverable:
    - 36.5.1.1 the Manufacturer's Part Number (MPN)
    - 36.5.1.2 the Date of Manufacture (DOM)
- 36.6 Where the Contractor is to apply DEFSTAN 81-041 (*Packaging of Defence Materiel*), they shall provide the Authority's Project Managers, detailed within Schedule P (*DEFFORM 111*), written notice of the Contractor's proposed DEFSTAN 81-041 compliant packaging and labelling. The Authority shall, within ten (10) business days of receipt of such notice, review and confirm the required packaging and labelling. Where the Authority does not provide confirmation or propose an alternative standard pursuant to this clause, the Contractor's proposed packaging and labelling standard shall be deemed as accepted.

### 37. Supply of Data for Hazardous Substances, Mixtures And Articles

37.1 The Contractor shall comply with the requirements of DEFCON 68 (*Supply of Data for Hazardous Substances, Mixtures and Articles*) for the supply Contractor Deliverables categorised as hazardous. For each hazardous Contractor Deliverable the Contractor shall send to the Authority Supply Chain Management contact in specified in Schedule P (*DEFFORM 111*):

- 37.1.1 batch numbers;
- 37.1.2 lifing details;
- 37.1.3 date of manufacture;
- 37.1.4 expiry date; and
- 37.1.5 Safety Data Sheet (SDS).

37.2 For delivery of explosives, the Contractor shall inform the Authority (**REDACTED**) at least seventy two (72) hours prior to delivery. A DEFFORM 129J and Dangerous Goods (F1042s/data sheets) paperwork for the consignment should accompany the delivery. Transportation should be in accordance with ADR (Dangerous Goods transport by Road Regulations). Packing for explosives must comply with DEFCON 130 (*Packaging For Explosives*). The delivery address for all Explosives is:

37.2.1 **REDACTED**

### 38. Codification

38.1 The Contractor shall be responsible for ensuring that items ordered via the Emergent Work Tasking procedure are codified with a valid NATO Stock Number (NSN) through United Kingdom National Codification Bureau (UKNCB), with UK interest declared before any item is delivered.

38.2 The Contractor shall:

- 38.2.1 Where an NSN is listed, validate a live entry in the Codification Support Information System (CSIS), which is an accurate description of the item, with UK interest declared.
- 38.2.2 Where no NSN is listed, or after the review at (a) the NSN is found to be invalid, follow the codification process in the Statement of Requirement sub-Section 15 of Schedule B of Contract.

38.3 The Contractor shall be responsible for all codification activity required for new items added to the Contract throughout its duration. This activity is to be carried out by the Contractor via the United Kingdom National Codification Bureau (UKNCB).

**39. Delivery, Acceptance and Rejection Terms**

- 39.1 Delivery, Acceptance and Rejection for all Contractor Deliverables shall occur in accordance with Schedule F (*Contractor Deliverables*) and/or DEFCONs 524 (*Rejection*) and 525 (*Acceptance*).
- 39.2 The Authority will either accept Contractor Deliverables or give notice of Rejection. Where notice of Rejection is given, the Contractor will have a reasonable period of time to rectify the Contractor Deliverable during which the Authority will not apply any other remedies. If the period of rectification ends without the Authority having accepted the Contractor Deliverable then the Authority may use any remedies or rights available.

**39A Liquidated Damages**

39A.1 REDACTED

39A.2 REDACTED

39A.3 REDACTED

39A.4 REDACTED

39A.5 REDACTED

39A.6 REDACTED

## **CONTRACT ADMINISTRATION**

### **40. Defence Conditions (DEFCONs)**

#### **40.1** The following DEFCONs shall apply:

DEFCON 529 (Edn 09/97) – *Law (English)*;

DEFCON 530 (Edn 12/14) – *Dispute Resolution*;

DEFCON 604 (Edn 06/14) – *Progress Reports*;

DEFCON 642 (Edn 07/21) – *Progress Meetings*

Note: For the purposes of Clause 3, the record of discussions and decisions of each meeting shall be furnished by the Contractor to the Authority five (5) business days following the date of the meeting.

### **41. Meetings**

#### **41.1** All meetings shall be held in accordance with Schedule R (*Governance Structure*). The Contractor shall provide suitable facilities and secretarial support for all meetings in accordance with Schedule R (*Governance Structure*). If requested by the Authority, the Contractor shall support the meeting at MOD Abbey Wood or via an agreed video conferencing tool.

### **42. Progress Management and Access**

#### **42.1** The Authority must be kept informed of, and have the appropriate access to the required infrastructure and/or facilities for its representatives to assess the progress of the work under the Contract. Accordingly, and notwithstanding the requirements for particular information detailed elsewhere in the Contract, the Contractor shall keep the Authority's Project Manager informed and, whenever the need arises, inform them as appropriate, and without delay, of any matter which has, or may have, a significant effect on the planned execution of the Contract or individual task.

#### **42.2** The Contractor shall also provide the Authority's representatives with reasonable access to any relevant technical and/or commercial information following reasonable notice being provided by the Authority. The Contractor shall ensure that similar rights, requirements, and facilities are contractually secured in respect of its Sub-Contractors.

### **43. Publicity and Communications with the Media**

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

#### **44. Performance Management and Incentivisation**

##### **Key Performance Indicators**

- 44.1 The Performance of the Contractor shall be monitored throughout the Contract duration through the use of the Key Performance Indicators (KPIs) at Schedule L (*Performance Management*). Each KPI should be read in conjunction with the Contract and Schedule B (*Statement of Requirement*) to ensure that the Contractor's performance fully meets the requirements of the Contract.

##### **Priority Article Incentivisation**

44.2 **REDACTED**

44.3 **REDACTED**

44.4 **REDACTED**

44.4.1 **REDACTED**

#### **45. Contractor Points of Contact**

- 45.1 The Contractor shall provide the Authority with the following points of contact upon commencement of the Contract:
- 45.1.1 A primary Commercial point of contact to manage the overall contract; and
  - 45.1.2 A primary Project Management point of contact to oversee both PDS Core Tasking and Emergent Work Tasking; and
  - 45.1.3 A primary point of contact to specifically oversee PDS Core Tasking on the contract; and
  - 45.1.4 A primary point of contact to specifically oversee Supply of Equipment and Spares on the contract.
- 45.2 The Contractor shall inform the Authority of any changes to the Points of Contact throughout the duration of the Contract.

This Contract has been entered into:

**SIGNED BY** )  
for and on behalf of )  
**THE SECRETARY OF STATE FOR DEFENCE** )

SIGNATURE (REDACTED)

NAME (REDACTED)

DATE (REDACTED)

**SIGNED BY** )  
for and on behalf of )  
**IrvinGQ Limited (Company Number: 02524190)** )

SIGNATURE (REDACTED)

NAME (REDACTED)

DATE (REDACTED)