

Ministry of Defence

Communications & Situational Awareness Team

Contract: 701580392

For: In-Service Support for AGSS & ACES (Ground
Power)

Between the Secretary of State for the United Kingdom of Great Britain and Northern Ireland	And
Team Name and Address: Communications & Situational Awareness, NH3, Ash 2C, Mailpoint #3213, BS34 8JH	Contractor: Whippendell Marine Ltd 3 Bradbourne Drive, Tilbrook, Milton Keynes, MK7 8AJ
E-mail Address: <redacted>	

Standardised Contracting Terms

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their 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 themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their 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 the winding-up of the company 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 they 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 the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. 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 its 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 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

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

b. Subject to clause 4.d and Condition 39 (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.

c. 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.

d. 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:

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

b. Subject to Condition 39 (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.

c. 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."

(2) Clause 39.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.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."

e. 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.

f. 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.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the 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 their agents to accept on their 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 the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Conditions 1 - 43 (and 44 - 46, if included in the 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.

b. 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. Formal Amendments to the Contract

a. Except as provided in Condition 30 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used);
- (2) the Authority's offer set out in a serially numbered amendment letter issued by the Authority to the Contractor; and
- (3) the Contractor's unqualified acceptance of such offer as evidenced by the Contractor's duly signed DEFFORM 10B.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is

sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

- (1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or
- (2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

a. Any reference to the Authority in respect of:

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

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

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

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. 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.

9. Waiver

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. 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.

11. 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.

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
- b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information and Publishable Performance Information would be contrary to the public interest, the Authority shall be entitled to exclude such Information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance Information from publication in exceptional circumstances and agrees that where it decides to exclude Information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing, redact any Information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
 - (2) taking account the Sensitive Information set out in Schedule 5, consult with the Contractor where the Authority intends to publish Information which has been

identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

Publishable Performance Information

e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.

f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.

g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.

h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.

i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

a. Subject to clauses 13.d to 13.i and Condition 12 each Party:

- (1) shall treat in confidence all Information it receives from the other;
- (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor 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 their employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
- (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:

- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
- (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
- (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

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

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

f. The Authority may disclose the Information:

- (1) 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. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, 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 the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

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

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance

of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. 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 their 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.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. 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.

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

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

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: DefComrcISSM-MergersandAcq@mod.gov.uk

c. 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.

d. 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 15.a. The

Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d 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 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. 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.

16.Environmental Requirements

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

17.Contractor's Records

a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

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

whichever occurs latest.

18.Notices

a. A Notice served under the Contract shall be:

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

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

- d. The Contractor shall:
- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

- a. 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.
- b. 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:
 - (a) 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
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.

(2) 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:

- (a) 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;
- (b) 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 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

c. 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).

d. 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 (Amendment) Order 2019.

e. 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 23 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.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 non-registered is able to demonstrate to the Authority that their quality systems and military package design expertise are of an equivalent standard.

(a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESLSOC-SpSvcs-SptEng-Pkg1@mod.gov.uk

(b) 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 22.f.(1) above, or if un-registered, 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 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

g. 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:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

(b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

i. a list of all SPIS which have been prepared or revised against the Contract; and

ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) 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 22.g.(1)(b).

(2) 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.

(3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).

(4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).

h. 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.

i. 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:

(a) 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.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. 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;

iv. 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 22.1.

(2) 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:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) 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);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

j. 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.

k. 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 Annex A to Schedule 3 (Contract Data Sheet).

l. 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:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or order);
- (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. 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;
- (e) 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;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.

m. 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 6 (Formal Amendments to the Contract).

n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 24 (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).

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

p. 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 17 (Contractor's Records).

q. 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.

r. 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.

s. 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 Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>

t. 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.

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

23. Supply of Data for Hazardous Materials or Substances in Contractor Deliverables

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance the extant Classification, Labelling and Packaging (GB CLP) Regulation; 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.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the extant UK REACH Regulation:

(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 23.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.

c. 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.

d. 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).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the extant Ionising Radiation Regulations, the

Contractor shall additionally provide details of:

- (1) activity; and
 - (2) the substance and form (including any isotope);
- g. 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.
- h. 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 23.a.(1) and 23.b.(1), any information arising from the provisions of clauses 23.e, 23.f and 23.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)
Department of Safety & Environment, Quality and Technology (DS & EQT)
Spruce 2C, #1260,
MOD Abbey Wood (South)
Bristol BS34 8JH
 - (2) Emails to be sent to:
DESTECH-QSEPEnv-HSISMulti@mod.gov.uk
- i. 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 42 (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 42.
- j. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

24. Timber and Wood-Derived Products

- a. 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:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 24.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.

- c. 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 comply with the requirements of clause 24.a or 24.b or both.
- d. 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.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 24.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 24.a or 24.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).
- g. Notwithstanding clause 24.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.
- h. 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 24.a or 24.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 24.b.
- i. The statistical reporting requirement at clause 24.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 (Formal Amendments to the Contract).
- j. 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).
- k. 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 (Formal Amendments to the Contract).
- l. 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).

25.Certificate of Conformity

a. 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.

b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.

c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).

d. 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) NATO Stock Number (NSN) (where allocated);
- (10) identification marks, batch and serial numbers in accordance with the Specification;
- (11) quantities;
- (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

e. 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 25.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

26.Access to Contractor's Premises

a. 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 their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 26.a are included in their subcontracts with those suppliers identified in the Contract.

The Authority, through the Contractor, shall arrange access to such Subcontractors.

27.Delivery / Collection

a. 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.

b. 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.

c. 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 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 3 (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).

d. 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 27.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 27.c.

28.Acceptance

a. 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 29.b has elapsed.

29.Rejection and Counterfeit Materiel

Rejection:

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the 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.
- b. Rejection of any of the Contractor Deliverables under clause 29.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

- c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:
 - (1) notify the Contractor of its suspicion and reasons therefore;
 - (2) where reasonably possible, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
 - (3) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 29.c.(2).(i) or the provision of a sample at 29.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and
 - (4) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel

Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 29.a and 29.b (Rejection).

- d. In addition to its rights under 29.a and 29.b (Rejection), where the Authority reasonably believes that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

- (1) retain any Counterfeit Materiel; and/or
- (2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 28 (Acceptance).

- e. Where the Authority intends to exercise its rights under clause 29.d, it shall where reasonable permit the Contractor, within a period specified by the Authority, to arrange at their own risk and expense and subject to any reasonable controls specified by the Authority, for:

- (1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or

- (2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is satisfied does not contain Counterfeit Materiel.
- f. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 29.d, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 29.e but the Contractor fails to do so within the period specified by the Authority and subject to clause 29.j, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:
- (1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;
 - (2) to pass it to a relevant investigatory or regulatory authority;
 - (3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall be shared with the Contractor; and/or
 - (4) to recover the reasonable costs of testing, storage, access, and/or disposal of it from the Contractor.
- Exercise of the rights granted at clauses 29.f.(1) to 29.f.(3) shall not constitute acceptance under Condition 28 (Acceptance).
- g. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 29.f.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 29.f.(4) then the balance shall accrue to the Contractor.
- h. The Authority shall not use a retained Article or consignment other than as permitted in clauses 29.c – 29.j.
- i. The Authority may without restriction report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.
- j. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 29.c – 29.j except where it has been determined in accordance with Condition 39 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 20.c.(4). In such circumstances the Authority shall reimburse the Contractor's reasonable costs of complying with clause 29.c.

30.Diversion Orders

- a. 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.
- b. 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.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. 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.
- e. 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.
- f. 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 (Formal

Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

31. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their 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.

32. 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 32.e or 32.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 re-transfer 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 33 (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 32.k.(1) or 32.k.(2), they 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 Deliverable 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 32.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 32.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 32.l or 32.m of which they become or are 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 32.l or 32.m of which they become 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.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers 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 [X] 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 [X] 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 their 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 as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 32.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 32.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 32.n or 32.p were known or ought reasonably 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 32.l, termination under clause 32.t will be in accordance with Condition 42 (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 32.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 32.s or 32.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 their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) 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 41 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 32.q or 32.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

33. Third Party Intellectual Property – Rights and Restrictions

a. 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 33.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 33.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the

Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 33.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

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

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

g. If, under clause 33.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

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

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers,

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

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

- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
- (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 33.a.

k. Where authorisation is given by the Authority under clause 33.e, 33.f or 33.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
- (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

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

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
- (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
- (3) 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.

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

- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
- (2) alleged misuse of any confidential information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

- (1) clauses 33.a – 33.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
- (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged

infringement of any patent or other IPR owned by a third party;

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

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

(5) following a notification under clause 33.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

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

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

p. Nothing in Condition 33 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. 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.

Pricing and Payment

34.Contract Price

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

b. Subject to clause 34.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.

35.Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 35.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 35.a, the Authority will consider and verify that invoice in a timely fashion.

- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 35.a 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 35.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

36. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their 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.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their 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, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they 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.
- d. 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 they take into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. 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 39 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 36.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 the 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.

37. Debt Factoring

a. 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 37 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 35.f;
- (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 37.b and 37.c.(2).

b. 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 37.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 37.a.(1) and 37.a.(2); and
- (2) 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 37.a.(1) and 37.a.(2).

d. The provisions of Condition 35 (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.

38. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a subcontract, they 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 38.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 38.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 38.b.(1) to 38.b.(4).

Termination

39. Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to clause 39.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 39.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.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

40. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. 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 them or their 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 their 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 their debts if:
 - (a) they have 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 them; or

(b) 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.

(8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

(9) 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

(10) the court making an administration order in relation to the company; or

(11) 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

(12) the company passing a resolution that the company shall be wound-up; or

(13) the court making an order that the company shall be wound-up; or

(14) 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 they are subject, are similar in nature or effect to those specified in clauses 40.a.(9) to 40.a.(14) inclusive above.

b. 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:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

(1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

(2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their 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.

d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of 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:

(1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

(2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and

(3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.

- e. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. 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.

41. Termination for Convenience

- a. 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.
- b. 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 41.b.(2) and 41.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 41.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged material and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract,except such material and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) 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:
 - (a) all such unused and undamaged material; and
 - (b) 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 material and Contractor Deliverables in accordance with the directions of

the Authority;

(3) 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.

d. The Authority shall (subject to clause 41.e below and to the Contractor's compliance with any direction given by the Authority in clause 41.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:

- (1) the Contractor taking all reasonable steps to mitigate such loss; and
- (2) 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.

e. 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.

f. 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 41.a to 41.e except that:

- (1) the name of the Contractor shall be substituted for the Authority except in clause 41.c.(1);
- (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
- (3) 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 41.

g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

42. Material Breach

a. 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 their obligations under the Contract.

b. Where the Authority has terminated the Contract under clause 42.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.

43. Consequences of Termination

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

45 Project specific DEFCONs and DEFCON SC variants that apply

to this contract

DEFCON 076 (SC2)

DEFCON 076 (SC2) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 117 (SC2)

DEFCON 117 (SC2) (Edn. 11/17) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 524A

DEFCON 524A (Edn. 02/20) – Counterfeit Materiel

DEFCON 532B

DEFCON 532B (Edn. 09/21) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 601 (SC)

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 605 (SC2)

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 624 (SC2)

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

DEFCON 637

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

DEFCON 649 (SC2)

DEFCON 649 (SC2) (Edn. 12/21) - Vesting

DEFCON 658 - Cyber Risk Profile - Very Low

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

DEFCON 660

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

DEFCON 697 (SC2)

DEFCON 697 (SC2) (Edn. 06/21) - Contractors on Deployed Operations (CONDO)

DEFCON 697 - Narrative

Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area (CAA), the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.

Supply Chain Data - Narrative

Supply Chain Data

1. Definitions

1.1 In this Condition '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.

Contractor Obligations

2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

- a. The registered name of the Subcontractor;
- b. The company registration number and DUNS number;
- c. Value, for all Subcontracts over £1m;
- d. A description of the goods or services provided;
- e. In respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and
- f. In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

2.2 The information listed in Condition 2.1 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

Intellectual Property Rights

Third Party IPR Authorisation

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

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.

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

DEFCON 90 (Edn. 06/21) - Copyright

DEFCON 91 (Edn. 06/21) - Intellectual Property Rights In Software

DEFCON 126 (Edn. 06/21) - International Collaboration *

DEFCON 632 (Edn. 11/21) - Third Party Intellectual Property - Rights & Restrictions

*the period referred to in paragraphs 2 and 3 of DEFCON 126 shall be for as long as the equipment remains in service with the UK armed forces

Quality Assurance Conditions

DEFSTAN 05-061 Pt 4

Quality Assurance Procedural Requirements - Contractor Working Parties
Issue 3

DEFSTAN 05-135

Avoidance of Counterfeit materiel
Issue 2

DEFSTAN 05-100

Mod Requirements for Aircraft Flight and Ground Running
Issue 6

46 Special conditions that apply to this Contract

46.1 Exercise of Options

46.1.1 The Authority reserves the right to exercise any of the irrevocable Contract Options as specified in the Schedule of Requirements.

46.1.1.1 Provision of In-Service Support (detailed at SoR item 5 under the Contract) for <redacted> at the Option Prices set out at Schedule 11 to the Contract, provided that the Authority exercises such an option by giving 3 months' notice in writing at any time prior to the date the Contract Option is specified to commence.

46.1.1.2. Provision of In-Service Support (detailed at SoR item 6 under the Contract) for <redacted> at the Option Prices set out at Schedule 11 to the Contract, provided that the Authority exercises such an option by giving 3 months' notice in writing at any time prior to the date the Contract Option is specified to commence.

46.1.2. The Authority shall not be obliged to exercise the options.

46.2 Earned Value Management Requirements

46.2.1 The Contractor shall develop, deliver and update as needed over the Contract Term, an Earned Value Management Plan (EVMP) in accordance with requirements as detailed below:

46.2.1.1 Planning, Scheduling and Budgeting

The Contractor is not required to produce a detailed master schedule, but shall provide a single page plan that reflects Schedule 9 - (Statement of Work) and time frame required to complete delivery to the Authority. A table of milestones based on payment milestones may be agreeable with the Authority.

46.2.1.2 Analysis and Reporting

The Contractor shall provide a spending forecast by fiscal year and shall indicate to the Authority within five business days if at any time the Contractor expects that the funds required to complete the contract will exceed the agreed Line Item value. Additionally, if the funds required within any fiscal year are expected to exceed the amount authorised by the Authority, the Contractor shall notify the Authority within no more than five business days.

46.3 Intellectual Property Register

46.3.1 The Contractor shall maintain a register of all relevant IPR licences including licences enjoyed by the Contractor and the Authority as well as the identity of all third party IPR owners with respect to any equipment including software used in relation to the delivery of the service and equipment. The IPR register, at Schedule 17 to the Contract, shall be sufficiently detailed to enable the Authority (or third party providing future support to the equipment), after termination of the Contract, to renew any such licence if required for the continued provision of the service (if acceptable). The IPR register shall be maintained by the Contractor and a copy of the register shall be delivered to the Authority annually as part of a Progress Report or otherwise upon request of the Authority.

46.3.2 It is the Contractor's obligation to notify the Authority of any changes to information contained within the IPR Register (Schedule 17). Changes will be implemented through a formal Contract amendment.

46.4 Key Performance Indicators

Performance Measurement and Monitoring

46.4.1 Actual performance for each KPI will be assessed quarterly using data submitted by the Contractor on the Progress Reports and in accordance with the KPIs at Schedule 16 to the Contract. This score shall determine the relevant KPI performance band.

46.4.2 If the KPI Performance Band indicates an AMBER or RED level of performance for the Contract period that the KPI applies, then the performance payment value for each AMBER or RED indication shall not be claimed by the Contractor.

46.4.3 Where a KPI shows a GREEN level of performance and the previous Contract period KPI was GREEN then the Contractor may claim full payment.

46.4.4 Where a KPI shows a GREEN level of performance and the previous Contract quarter KPI was AMBER then the Contractor may claim payment of the amount not claimed in the previous period.

46.4.5 Where a KPI Performance Band shows an AMBER level of performance and the previous Contract period KPI Performance Band was AMBER the value of the performance payment not claimed in the previous period shall cease to be available for payment and shall be permanently deducted from the total Contract Price.

46.4.6 Where a KPI Performance Band shows a RED level of performance in the Contract period for which the KPI applies, the value of the performance payment shall cease to be available for payment and shall be permanently deducted from the total Contract Price.

46.4.7 The Authority and the Contractor agree that any deduction in any quarterly payment calculated in accordance with this Clause (Key Performance Indicators) has been calculated as, and is, a genuine pre-estimate of the loss likely to be suffered by the Authority in relation to each or any breach by the Contractor of any KPI.

46.4.8 The abatement value held for an AMBER performance is 5% of the quarterly core payment value and the abatement value deducted for a RED performance is 5% of the quarterly core payment value, in accordance with the Core Payment Plan at Schedule 11 to

the Contract.

Unsatisfactory Performance

46.4.9 The Contractor's performance shall be judged unsatisfactory where any or all KPI(s) are RED for a period of 2 (two) or more consecutive periods. This shall constitute a Material Breach of the Contract.

46.4.10 Where unsatisfactory performance occurs, the Contractor shall deliver a report to the Authority within 3 (three) Working Days of the event causing the breach detailing the circumstances and any mitigating factors, together with a plan for improvement. The Authority reserves the right to call a meeting, at no cost to the Authority, within 5 (five) Working Days following the report to discuss the failure and agree a programme for resolution with the Contractor.

46.4.11 The Authority may exercise its further rights of remedy under the Contract if the Contractor remains in breach, and for the purposes of Condition 42 – Material Breach in the event of persistent unsatisfactory performance, this shall constitute a Material Breach.

46.4.12 Performance payments in any quarter will be dependent on the latest quarter's performance and comparison with the previous quarter as follows:

Indicator for latest reported quarter	Effect on Performance Payment for latest reported quarter	Indicator for previous quarter	Effect of this quarter's performance on previous quarterly withheld performance payment
GREEN	Full payment of Performance payment element for the KPI		Performance payment was paid in full last quarter
		A	Abatement for Amber performance held last quarter is now released and claimed by Contractor
			Abatement for Red performance is deducted from Contract Price.
AMBER	MoD retains abatement for "Amber" performance pending assessment of next quarterly performance.		Performance payment was paid in full last quarter
		A	Abatement for Amber performance held last quarter is now deducted from Contract Price.
			Abatement for Red performance is deducted from Contract Price.
	MoD retains abatement for "Red" performance and is deducted from Contract Price		Performance payment was paid in full last quarter
		A	Abatement for Amber performance held last quarter is now deducted from Contract Price
			Abatement for Red performance is deducted from

46.5 Deliverable Documentation

46.5.1 All Deliverable Documentation is detailed at Schedule 9 – Statement of Work.

46.5.2 The following provisions for Acceptance or Rejection of all Deliverable Documentation shall apply:

46.5.2.1 Deliverable Documentation, including reviews and updates, shall be submitted by the Contractor to the Authority to the timescales detailed at Schedule 9 (Statement of Work)

46.5.2.2 If a period is not otherwise specified at Schedule 9 (Statement of Work) for response by the Authority to the Deliverable Documentation, the Authority shall respond within 20 (twenty) Working Days of receipt of Deliverable Documentation, or an alternative timescale agreed between the Parties, either;

46.5.2.2.1 accepting the Deliverable Documentation in accordance with the criteria detailed at Schedule 9 (Statement of Work); or

46.5.2.2.2 rejecting the Deliverable Documentation giving reasons in writing for the rejection.

46.5.3 Where the Authority rejects any Deliverable Documentation the Contractor shall resubmit the Deliverable Documentation within 20 (twenty) Working Days of the date of rejection, or such an alternative timescale as is specified at Schedule 9 (Statement of Work) or is otherwise agreed between the Parties, and the Acceptance/Rejection process shall restart from the beginning.

46.5.4 Where the Authority rejects any Deliverable Documentation resubmitted and the Contractor objects to such rejection, such dispute shall be resolved in accordance with Clause 39 (Dispute Resolution).

SC2 - ITN - Annex A - Limitation of Contractors Liability

1. LIMITATIONS ON LIABILITY

Definitions

1.1 In this Condition [1] 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 sub-contractors 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 [cross refer to service credit regime in the contract];

"Term" means the period commencing on [the commencement date / the date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years /on x date] 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

1.2 Neither Party limits its liability for:

1.2.1 death or personal injury caused by its negligence, or that of its employees,

agents or sub-contractors (as applicable);

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

1.2.3 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

1.2.4 any liability to the extent it cannot be limited or excluded by law.

1.3 The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:

1.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

1.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 33 (Third Party IP – Rights and Restrictions);

1.3.1.2 the Contractor's indemnity in relation to TUPE at Schedule 25;

1.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

1.3.2.1 the Authority's indemnity in relation to TUPE under Schedule 25;

1.3.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation;

1.3.4 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.

Financial limits

1.4 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

1.4.1 [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:

1.4.1.1 in respect of DEFCON 76 (SC2) <redacted> in aggregate;

1.4.1.2 in respect of Condition 42b <redacted> in aggregate; and

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities 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.

1.4.3 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 1.4.1 and 1.4.2 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 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.2, 1.3 and 1.6, 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 Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

1.7 Subject to Clauses 1.2, 1.3 and 1.8, 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:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;
- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 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.

1.8 The provisions of Clause 1.7 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:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

- 1.8.1.1 to any third party;
- 1.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- 1.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the 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);

1.8.4 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;

1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCON 76 (SC2);

1.8.6 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;

1.8.7 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);

1.8.8 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

1.8.9 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

1.9 If any limitation or provision contained or expressly referred to in this Condition [1] 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 [1].

Third party claims or losses

1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 33 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:

1.10.1 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

1.10.2 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

1.11 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.

47 The processes that apply to this Contract are

Authorisation and Performance of Work

47.1 Authorisation and Performance of Work

47.1.1 Schedule of Requirements Item 1 – In-Service Support

- (1) Authorisation to proceed with the provision of Core Activities under Item 1 of the Schedule of Requirements, in accordance with Schedule 9 to the Contract, shall be concurrent with Contract placement.
- (2) Payment will be quarterly, in arrears, in accordance with Schedule 11 to the Contract.

47.1.2 Schedule of Requirements Item 2 - Provision of Spares

- (1) A CP&F Purchase Order, raised by the Authority, shall be the authorisation to proceed with the provision of Spares under Item 2 of the Schedule of Requirements; The contractor will acknowledge receipt of the order within 3 working days.
- (2) If a requirement under Item 2 is reduced, increased or cancelled by the Authority, which will be via the CP&F purchase order, the Contractor shall notify the Authority if the reduction or cancellation cannot be accepted within 2 working days of receipt.
- (3) All items, under Item 2, must be codified, in accordance with DEFCON 117, prior to acceptance by the Authority and claim for payment.
- (4) Items will be deemed to have been delivered once receipted on the Authority management system as required.
- (5) Prices under Schedule 13 are Firm Price for the duration of the Contract.

47.1.3 Schedule of Requirements Item 3 – Repairs

- (1) Any articles for repair or modification will be forwarded to the Contractor's works in accordance with arrangements to be made with the Contractor by the APM.
- (2). A CP&F purchase order will be the authority to proceed, utilising the agreed rates in Schedule 14 to the Contract.
- (3) The contractor will acknowledge receipt of the order within 3 working days. If the Contractor is unable to accept the CP&F Purchase Order, either wholly or in part, he shall notify the APM giving reasons for non-acceptance and, where appropriate, a recommendation for amendment. If an amendment cannot be agreed Clause 39 (Dispute Resolution) shall apply.

47.1.4 Schedule of Requirements Item 4 - Specific Tasks

A Task Authorisation Form ("TAF") shall be used to authorise non-core work under Schedule 2 – Item No. 4. The instructions to raise a TAF are as follows:

- (1) Part 1 of the TAF shall be raised by the Authority for specific tasks and shall be completed to show the Task Number, Task Title and details of the task.
- (2) Part 2 of the TAF shall be completed and signed on behalf of the Contractor by an authorised representative. It shall include a Firm Price offer, unless otherwise agreed, supported by a detailed price breakdown using the charging rates as detailed at Schedule 15 to the Contract and inclusive of such particulars of cost as the Authority may reasonably

**Contract 701580392 for the provision of In Service Support for AGSS & ACES
(Ground Power)**

This Contract shall come into effect on the date of signature by both parties.

For and on the behalf of the Contractor:

Name and Title	<redacted>
Signature	<redacted>
Date	20 th July 2023

For and on behalf of the Secretary of State for Defence:

Name and Title	<redacted>
Signature	<redacted>
Date	21 st July 2023

require in addition to those specified at clause 47.1 d.. The TAF together with the price breakdown shall be returned to the Authority for consideration.

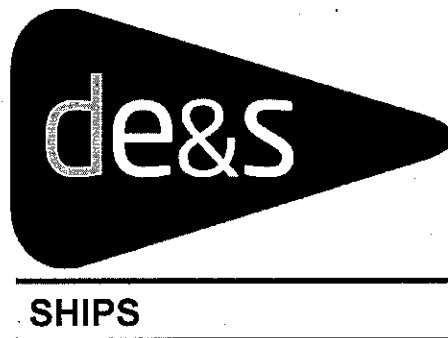
(3) Once Part 3 of the TAF is completed by the Authority's Commercial Officer, and the Contractor and Authority have agreed a price, work on the task may commence. No work may commence prior to receipt of such agreement in writing.

(4) Part 4 of the TAF is to be completed is to be completed by the Authority once the task has been completed to the satisfaction of the Authority.

(5) The Authority's template for the TAF is included at Schedule 18 of the Contract. The TAF is mandatory for use in all circumstances, unless explicitly instructed otherwise, in writing, by the Authority.

(6) The record of approved non-core tasks is at Schedule 19 to the Contract.

(7) The record of approved non-core tasks at Schedule 19 to the Contract shall be updated at each contract amendment.



In-Service Support to Royal Navy Ground Power - Aircraft Ground Starting and Servicing (AGSS) & Aircraft Converted Electrical Supplies (ACES)

Statement of Work

Version: v0.4 [Final Version]

Dated: 24th May 2022

THIS DOCUMENT IS THE PROPERTY OF HER BRITANNIC MAJESTY'S GOVERNMENT, and is issued for the information of such persons only as need to know its contents in the course of their official duties. Any person finding this document should hand it in to a British forces unit or to a police station for its safe return to the MINISTRY OF DEFENCE, (Ds(Pol)), MAIN BUILDING, WHITEHALL, LONDON, SW1A 2HB, with the particulars of how and where found.

THE UNAUTHORISED RETENTION OR DESTRUCTION OF THE DOCUMENT MAY BE AN OFFENCE UNDER THE OFFICIAL SECRETS ACT OF 1911 - 1989.

When released to persons outside Government service, this document is issued on a personal basis and the recipient to whom it is entrusted in confidence, within the provisions of the Official Secrets Acts 1911-89, is personally responsible for its safe custody and for seeing that its contents are disclosed only to authorized persons.

CONTENTS

1	GENERAL DESCRIPTION	3
2	CAPABILITY OVERVIEW	4
3	SYSTEM AND EQUIPMENT BOUNDING	5
4	SUPPORT REQUIREMENTS INDEX (CORE & NON-CORE)	6
5	CORE SUPPORT REQUIREMENTS	7
5.1	Project Management	7
5.2	Risk Management	8
5.3	Personnel	10
5.4	Quality Management	10
5.5	Safety and Environmental Management	12
5.6	Security Management	14
5.7	Configuration Management	14
5.8	Technical Support	16
5.9	Spare & Repairs Process Management	17
5.10	Documentation	19
5.11	Software Management	20
5.12	Obsolescence Management	21
5.13	Reference Equipment Management	22
5.14	Maintenance Management	23
5.15	Reporting	23
5.16	Meetings	27
6	NON-CORE SUPPORT REQUIREMENTS TABLE	29
6.1	Supplementary Tasks - Activities covered by a TAF	29
7	CONTRACTOR'S DELIVERABLE DOCUMENTATION	31
ANNEX A	- EQUIPMENT SCOPE	32
ANNEX B	- PROJECT DEFINITIONS	2-36
ANNEX C	- GLOSSARY OF TERMS	2-37

1 GENERAL DESCRIPTION

1.1 Introduction

- 1.1.1 This document sets out the Statement of Work (SoW) for In-Service Support (ISS) for the AGSS & ACES fitted to the Royal Navy Surface Ships, as specified in Annex A.
- 1.1.2 This SoW document defines the Authority's requirements for support activities for all the RN AGSS and ACES Equipment within the defined scope, during Fleet Time and Non-Fleet Time where specified.
- 1.1.3 This SoW describes the Support Services and Service Management Activities needed to provide Equipment supplied for the range of Equipment within scope as listed at Appendix 1. The Contract will be aligned with the Authority's Common Support Model (CSM) Business Processes. Service Management defines the core operational framework under which the Contractor is best able to monitor and optimise the Services provided to the Authority and ensure that they meet the Authority's requirements.
- 1.1.4 The Contractor shall manage all items involved in the provision of the In-Service Support to this equipment, as defined in this SoW.

2 CAPABILITY OVERVIEW

2.1 Overview

2.1.1 This Contract is to provide In-Service Support (ISS) for the Ground Power (GP) equipment onboard RN and RFA vessels. These Equipment's are known by different designations for the different platforms. Helicopter Starting and Servicing System (HSSS), Aircraft Ground Servicing System (AGSS) and Aircraft Converted Electrical System (ACES).

2.1.1 The Helicopter Starting and Servicing System (HSSS) provides nominally 200V 400Hz 3 Phase and 28V DC supplies to specified positions in the aircraft hangar and flight deck for the provision of ground power to embarked aircraft. These supplies provide the necessary electrical power to conduct maintenance and starting operations on Wildcat and Merlin aircraft types which may be embarked on Type 45 Class vessels.

2.1.2 The Aircraft Ground Starting and Servicing System (AGSS) provides nominally 200V 400Hz 3 Phase and 28V DC supplies to specified positions in the aircraft hangar and flight deck for the provision of ground power to embarked aircraft. These supplies provide the necessary electrical power to conduct maintenance and starting operations rotary wing aircraft types which may be embarked in these platforms.

2.1.3 The Aircraft Converted Electrical Supplies (ACES) consists of power converters, motorised cable reels, and control stations which provide onboard electrical power for the servicing and maintenance of embarked aircraft. The system includes the cables and connectors to interface with designated fixed and rotary wing aircraft.

2.1.4 The Equipment system includes four different types of aviation converted electrical supply:

- i. Type 1: 270VDC 30kW for aircraft servicing;
- ii. Type 2: 270VDC 70kW for aircraft maintenance;
- iii. Type 3: 270VDC dual 30kW output for aircraft servicing;
- iv. Type 4: 200V 400Hz 3-phase, 4-wire supply.

2.1.5 Each converter also incorporates a low-power 28V DC supply, which is used for interlocking the main power supply to the aircraft to prevent power being applied before it is securely connected to the aircraft.

3. SYSTEM AND EQUIPMENT BOUNDING

3.1 Inclusion

3.1.1 Platforms to be covered by the Contract are:

- i. Royal Navy (RN) Surface Ships fitted with ACES / AGSS Systems, as specified in Annex A to this SoW.

4. SUPPORT REQUIREMENTS INDEX (CORE & NON-CORE)

Section	Core Support Requirement
5.1	Project Management
5.2	Risk Management
5.3	Personnel
5.4	Quality Management
5.5	Safety & Environmental Management
5.6	Security Management
5.7	Configuration Management
5.8	Technical Support
5.9	Spares Provisioning & Repairs Process Management
5.10	Documentation
5.11	Software Management
5.12	Obsolescence Management
5.13	Reference Equipment Management
5.14	Maintenance Management
5.15	Reporting
5.16	Meetings
Section	Non-Core Support Requirement
6.1	Supplementary Tasks
Section	Contractor's Deliverable Documentation
7.1	Contractor's Deliverable Documentation

5. CORE SUPPORT REQUIREMENTS

Serial Number	Requirement Heading	Core Support Requirement
5.1 Project Management		
5.1.1	Project Management	<p>The Contractor shall project manage all requirements, including but not limited to:</p> <ul style="list-style-type: none"> • Liaison and co-ordination with the Authority Operations Manager (AOM) in the Maritime Combat System (MCS) Communications and Situational Awareness (CSA) Team • Management of the Contractor's supply chain and those of its sub-contractors • Management of inventory orders for Spares & Repairs • Core Support Tasks • Non-Core Support Tasks (covered by TAFs) • Monthly reporting and performance monitoring • Design services
5.1.2	Project Management Plan	<p>The Contractor shall provide a proposed Project Management Plan as part of the tender submission and finalised version to be agreed within 1 month of Contact Acceptance Date. The plan shall be in a format aligned with Association of Project Managers, or a recognised equivalent, and shall cover summaries of the following, with appropriate references, as a minimum:</p> <ul style="list-style-type: none"> • Project Organisation Structure, including role descriptions, terms of reference and levels of authority. • The details of personnel to be employed on the contract. • Project requirements and scope. • Resource Allocation. • Technology Roadmap. • Assumptions, dependencies, exclusions, and constraints. • Identification and engagement with Project Stakeholders. • Risk Management Risk Register, indicating severity & impact, mitigation actions and risk ownership.

Serial Number	Requirement Heading	Core Support Requirement
		<ul style="list-style-type: none"> • Arrangements for Sub Contractor Management. • Security Management. • In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.
5.1.3	Foreign Export Control	<p>The Contractor shall provide a proposed Foreign Export Control Plan as part of the tender submission and a finalised version to be agreed within 1 month of Contact Acceptance Date.</p> <p>The plan can be in conjunction with the Project Management Plan (see 5.1.2). It shall be in a format aligned with Association of Project Managers, or a recognised equivalent, and shall cover but not be limited to the following:</p> <ul style="list-style-type: none"> • Management of items which are subject to foreign export controls iaw SC2 Clause 33 "Import and Export Licenses". • Packaging requirements of items which are subject to foreign export control iaw Def Stan 81-41 • Marking of items which are subject to foreign export control iaw Def Stan 05-132 <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.2 Risk Management		
5.2.1	Risk Management	<p>The Contractor shall work with the Authority to identify and manage the risks associated with the sustainment of the capabilities of ACES & AGSS Systems using a joint risk register (see 5.2.2).</p> <p>The Contractor shall implement a risk management procedure for the process of risk identification, analysis, mitigation planning, and management. This procedure shall be defined in the Project Management Plan (see Section 5.1.2). It shall include the tools, techniques, methodologies, and personnel to be employed in quantifying and reporting the overall impact of the risks on Performance, Cost and Time.</p> <p>The Contractor shall manage risk and will inform the AOM immediately of any new risks identified. All risks shall be assigned owners, probability and impact assessments, mitigation actions, as well as review and decision points. The Contractor shall advise the Authority of all safety concerns arising from its activities under the Contract.</p>

Serial Number	Requirement Heading	Core Support Requirement
522	Joint Risk Register	<p>The Contractor shall provide a proposed Joint Risk Register as part of the tender submission and a finalised version within 1 month of Contract Acceptance Date. It shall be a live document, maintained by the Contractor and reviewed by the Authority and Contractor in the Quarterly Meeting.</p> <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>

5.3 Personnel	
5.3.1	<p>Personnel</p> <p>The Contractor shall ensure that their personnel possess the requisite skills, knowledge, experience, and appropriate Security Clearance as required to deliver this contract as appropriate.</p>
5.3.2	<p>Non-UK</p> <p>The Contractor shall maintain deployable personnel to support engineering tasks on RN platforms at non-UK locations. This may include areas subject to CONDO requirements, to perform the activities of 5.3.1.</p> <p>Note: Non-UK requirements are contracted for under the Non-Core tasking arrangements (see 6.1.5).</p>
5.4 Quality Management	
5.4.1	<p>Quality Management System (QMS)</p> <p>The Contractor shall operate a Quality Management System (QMS) in accordance with AQAP 2110 (NATO Quality Assurance Requirements for Design, Development and Production) and which shall be certified to ISO 9001:2015 by a certification body accredited by the United Kingdom Accreditation Service or its equivalent. The scope of the ISO 9001 Certificate shall include those Articles and services required. The Contractor shall carry out the work to the requirements of ISO9001: 2015 and AQAP 2110, as applicable.</p>
5.4.2	<p>Quality Accreditation</p> <p>The Contractor shall demonstrate and maintain accreditation to ISO 9001:2015 standard or its equivalent.</p>

5.4.3	Quality Management Plan	<p>The Contractor shall provide a proposed Quality Management Plan iaw AQAP 2105, as part of the tender submission and send a finalised version within 1 month of Contract Acceptance Date to both Project and MCS-CSA QA Focal Point. The Quality Plan shall incorporate all Hardware and Software quality requirements which shall cover the following requirements as a minimum:</p> <ul style="list-style-type: none"> • Detail of scope of accreditation • Details of the organisation and relevant interfaces. • List of applicable standards, specifications, QA/QC documentation and certification records. • List of all processes and procedures relevant to the Contract. • Specific arrangements for providing assurance of the satisfactory quality of supplies from Supplier and Sub-suppliers and the measures to be adopted to ensure compliance. • Program of internal audits • Arrangements for concessions, non-conformances, and variations. • Resource allocation showing planned resources for all planned activities. • Recovery Plan – for Sub Contractor defaults <p>In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.4.4	Quality Management	<p>The Contractor shall provide a Quality Management Service in accordance with their Quality Management Plan as stated at Para 5.4.3.</p>
5.4.5	Quality Management - Quality Control/Inspection Records	<p>Unless otherwise directed in the Contract, the Contractor shall retain the Quality Control/Inspection Records or such of those records as may be agreed by the Government Quality Assurance Representative (GQAR) for a period of five years from completion of all work under the Contract and shall make them accessible to the Authority on request. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the GQAR. At the end of the retention period the Contractor shall seek advice from the GQAR regarding the disposal/continued retention of the Quality Control/Inspection Records, and the Contractor shall not dispose of such records without the written Authority of the GQAR.</p>
5.4.6	Quality Assurance	<p>The Contractor shall be responsible for; maintaining the quality of work being performed under this Contract, for the provision of inspection and test facilities and the performance of Quality Assurance to assure the Authority, by demonstration or objective documentary evidence, full conformance to the requirements set out in the SoW and its Appendices prior to presenting or delivering any Service to the Authority.</p>

5.5 Safety and Environmental Management

The Contractor shall apply proactive Safety Management for all Equipment within the scope of this Contract, as listed in Annex A. The wider issues of managing safety shall also be managed by the Contractor in compliance with Def Stan 00-056 (Safety Management Requirements for Defence Systems), Def Stan 00-055 (Safety Programmable elements) and Def Stan 00-051 (Environmental Management Requirements for Defence Systems). The Contractor shall contribute to the maintenance of the Equipment Safety and Environmental Case Report (SECR) by attending Hazard Identification Reviews and providing underpinning equipment safety documentation i.e., Hazardous Data Sheets.

The Contractor shall advise the Authority of all safety and environmental concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract IAW DefStan 00-51. SQEP personnel to provide assistance at HAZID review or PSEC meeting. The Contractor shall ensure provision of Technical Bulletins related to the use with this equipment with implications on safety. The contractor shall contribute to the following activities including, but not limited to:

- The Contractor shall comply with in accordance with Def Stan 00-056 at Contract Acceptance Date. The Contractor shall ensure that the Safety & Environmental Management Plan SEMP is current and maintained at all times.
- The Contractor shall advise the Authority of all safety and environmental concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract.
- The Contractor shall not implement any changes to the maintenance policy that have the potential to impact on Safety and/or Environmental risks without the explicit agreement of the Authority.
- The Contractor shall maintain adherence to new and updated equipment standards and regulations to maintain Legislative Compliance.
- The Contractor shall operate a Safety & Environmental Management System in accordance with their Safety and Environmental Management Plan in accordance with Def Stan 00-056. In accordance with KPI-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.

5.5.1

Safety Management

5.5.2	Safety and Environmental Case Report (SECR) Management	<p>The SECR is a document owned and raised by the Authority. The contractor shall contribute to the management of the SECR with activities including but not limited to:</p> <ul style="list-style-type: none"> • Provision of any related documentation i.e., Hazardous Data sheets, certification/compliance evidence, Design records etc • Provision of advice i.e., recommending ways to mitigate any identified hazards • Responding to ad-hoc safety-related queries via Helpdesk • Providing any other data required in support of SECR production • Providing a Hazardous Material (COSHH) report at contract placement and updated at least annually • Providing any required REACH Reports iaw Defence Standard 00-056 Part 1 Issue 7 and 00-051 Part 1 Issue 1JSP418 Leaflet 5
5.5.3	Project Safety & Environmental Committee (PSEC)	<p>The contractor will be a contributing member of the PSEC. Activities will include but are not limited to:</p> <ul style="list-style-type: none"> • Providing suitably experienced, knowledgeable, and competent staff to attend PSEC Hazard Identification (HazId) meetings arranged by the Authority, at the Authorities premises, normally as part of the SECR process • Providing suitably experienced and knowledgeable staff to attend ad-hoc safety-related meetings required due to emerging safety-related issues (attendance to be managed as non-core activity)

5.6 Security Management

5.6.1	Security Management	<p>The Contractor shall advise the Authority of all Security Management concerns relating to the equipment listed at Annex A of the Contract or arising from its activities under the Contract. SQEP personnel to provide assistance in the following security activities, but not limited to:</p> <ul style="list-style-type: none"> This will be formalised and agreed with the Authority at contract award. The Contractor, shall provide SQEP personnel to attend Security Working Group. <p>Note: Safety Working Groups attendance shall be contracted for under the Non-Core tasking arrangements.</p> <ul style="list-style-type: none"> The Contractor shall ensure all SQEP personnel hold the relevant Security Clearances during tasked activities.
5.6.2	Security Aspects Letter	<p>The Contractor is to ensure that Security Aspects are considered when handling material and information during the operation of this contract. The Security Aspects Letter (SAL) will be maintained by the Authority in support of this document.</p>

5.7 Configuration Management

5.7.1	Configuration Management System	<p>The Contractor shall create and maintain a Configuration Management System in accordance with Defence Standard 05-057 "Configuration Management of Defence Material" and Def Stan 02-041 - "Requirements for Configuration Management of Surface Ships" (latest edition Issue 4 applies). The Contractor shall be responsible for maintaining Configuration Control of all ACES & AGSS documentation, ensuring that it is always updated to reflect the latest approved drawing build standard.</p>
5.7.2	Configuration Management Plan	<p>The Contractor shall provide a proposed Configuration Management Plan as part of the tender submission and a finalised version within 1 month of Contract Acceptance Date and in accordance with Def Stan 05-057 – "Configuration Management of Defence Materiel" and Def Stan 02-041 – "Requirements for Configuration Management of Surface Ships".</p> <p>In accordance with KP1-03, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>

5.7.3.	Configuration Management	<p>The Contractor shall maintain configuration control of all in scope Equipment and their documentation as per the Configuration Management Plan which is to be provided iaw Def Stan 05-057. This configuration control shall be done in a format that is compatible with the Authority's requirements and shall be agreed by the Authority. This shall be verified during the audit process in conjunction with the Quality Management Plan.</p> <p>All changes to the Configuration Baseline must be completed within 12 weeks of embodiment. The Contractor will be responsible for alerting users to any new failure modes identified. Any failure modes found during implementation and trials stage, need to be documented along with the fault resolution details.</p>
5.7.4.	Configuration Management of Documentation	<p>Configuration management shall also include maintenance of Master Record Index (MRI), system drawings, specifications, handbook amendments, equipment codification, installation information and the Authority's data packs. The Contractor shall be responsible for maintaining Configuration Control of all documentation for each RN Platforms and reference sets, ensuring that it is up to date to reflect the latest approved drawing build standard. The Contractor shall obtain approval from the Authority prior to any configuration changes.</p>
5.7.5.	Configuration Status Records	<p>The Contractor shall maintain an up to date Configuration Status Record of the equipment fitted to each platform and all shore-based establishments</p>

5.8 Technical Support

5.8.1

Waterfront
Engineering Services

The contractor shall provide and manage the provision of attendance of Engineers on an as-required basis (requested via TAF), within UK waters and during normal Business Days (Mon to Fri, 08.00 to 17.00, excluding bank Holidays). This will be managed is LAW 6.1.

<p>5.3.2</p>	<p>Equipment Support Helpdesk</p>	<p>The Contractor shall provide an Equipment Support facility to provide advice by Formal Communication, which is defined as e-mail or telephone, to assist in the following types of Support Request which includes but not limited to:</p> <ul style="list-style-type: none"> • Queries relating to technical information • Queries relating to equipment operational defects ("OPDEF") • Queries relating to safety (including S2022 investigations) • Queries relating to general operations of equipment. <p>The Equipment Support facility will be provided on Business Days, defined as Monday to Friday inclusive of all days, for the hours of 08:00AM to 05:00PM inclusive of all hours, excluding any Bank Holiday).</p> <p>The Contractor shall;</p> <ul style="list-style-type: none"> • Provide an "Acknowledgement Response" to any "Support Request" within one [1] Business Day. • Provide a "Technical Response" to any "Support Request" within three [3] Business Days. • The Contractor's Technical Response shall provide sufficient information to enable the Authority Operations Manager ("AOM") to determine the best course of action to minimise equipment downtime. • When the Contractor is contacted directly by a vessel, they are to refer the request to the AOM. <p>KPI-01 - Target Time: Equipment Support Facility</p> <p>Provide an "Acknowledgement Response" to any "Support Request" within one [1] Business Day.</p> <p>Provide a "Technical Response" to any "Support Request" within three [3] Business Days</p>
--------------	-----------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5.9 Spares & Repairs Process Management

5.9.1	Spares & Repairs Management	<p>The Authority's Authorised Demander will decide when an Article for supply needs to be procured or an item submitted for survey and potential repair. The Contractor will be advised of the requirement by Contracting, Purchasing and Finance (CP&F) order in accordance with the procedure detailed within the Contract.</p> <p>Articles supplied under the contract shall conform to all approved drawings and specifications and shall be in accordance with the CP&F Demand Order. The Articles Supplied shall include all modifications unless otherwise instructed by the AOM.</p> <p>The Contractor will monitor the progress of orders for Spares and Repairs and shall provide monthly electronic performance reports. A template will be supplied by the Authority. Provision of spares and repairs will be a non-core activity.</p>
5.9.2	Spares Management	<p>The Contractor shall provide a proposed fully costed spares Annex (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.</p>
5.9.3	Survey Management	<p>The Contractor shall provide a proposed fully costed survey Annex, including Beyond Economical Repair (BER), RODS and No Fault Found (NFF) (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.</p>
5.9.4	Repairs Management	<p>The Contractor shall provide a proposed fully costed repairs Annex subject to survey results (IAW the template provided by the Authority) as part of the tender submission and agree a finalised version prior to Contract Award.</p>
5.9.5	Requests For Quotes (RFQ's)	<p>The Contractor shall provide RFQ responses details IAW with the T&Cs of the contract, this will be inclusive any sub tiers suppliers. RFQ responses format shall be agreed during the tender stage.</p> <p>The Contractor will supply all RFQ responses IAW KPI-02, Service Delivery, Target Time is defined in Section 7 of this SoW.</p>
5.9.6	Visit Reports	<p>The Contractor shall provide Visit Reports following visits on board IAW with the T&Cs of the contract, this will be inclusive any sub tiers suppliers.</p> <p>The Contractor will supply all Visit Reports IAW KPI-04, Contractor Management Activities, Target Time is defined in Section 7 of this SoW.</p>

5.10 Documentation	
<p>The Contractor shall maintain and issue all documentation in accordance with their QA system and in line with the SOW and contract and this includes but is not limited to:</p> <ul style="list-style-type: none"> • Contract Maintained Documentation – impacted by a change request • Security Documentation • Equipment Specifications • Master Record Index • Compliance with Def Stan 05-057 • Books of reference (BR's), Handbook, Illustrated Parts Contacts (IPCs) and Integrated Electronic Technical Publication (IETPs) • Technical Reports, Documents, or illustrations • Technical Publications to support update of equipment • Equipment in-service operating documentation • Certificate of Design <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation</p>	<p>Retain, Maintain & Issue Service Documentation</p>
<p>5.10.1</p>	<p>Drawings</p> <p>The Contractor shall retain and maintain all Design drawings if available and practicable, in accordance with Def Stan 05-99. Includes all master drawings relating to all Equipment listed in Annex A to the Contract. The Contractor shall ensure that a back-up copy is kept at a separate geographical location to the Master documentation. Documentation shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> • Manufacturing drawings • Drawing Lists <p>The Contractor shall ensure that the AOM has access to the latest manufacturing drawings and specifications. Copies to be provided within 5 Business Days of dispatch of any request from the AOM.</p> <p>In accordance with KPI-03, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
<p>5.10.2</p>	<p>Design Changes Updates and Modifications</p> <p>The Contractor shall provide updated support documentation resulting from the introduction of design changes (Engineering Change Numbers) and modifications to the systems, as stated in Annex A (equipment list). The extent and quality of the records to be produced and maintained will be discussed and agreed with the AOM in advance and shall generally be supplied in accordance with IEC 62402:2019.</p>
<p>5.10.3</p>	

5.10.4	<p>NATO Codification Documentation</p> <p>The Contractor shall undertake NATO Codification activity, iaw UKNCB requirements for NATO Codification when required, supplying all documentation required to enable codification to occur.</p> <p>Codification is required to be undertaken to the agreed level of replaceable units. Refer to list of spares which are defined as essential support items that may be removed and replaced at Operator/Crew/Unit-Crew or First Line maintenance levels to restore the end item to an operationally ready condition.</p> <p>List of items to be agreed during the tender stage prior to contract placement.</p> <p>Codification activity is to include the update of all relevant technical publications (BR's, ITEP's, IPC.s etc) as required.</p>
5.11 Software Management	
5.11.1	<p>Software Management</p> <p>Provision of Software Management services to ensure operational software is maintained and updated in accordance with AQAP 2210 and associated contractual requirements.</p>
5.11.2	<p>Software Internal Management Plan Compliance</p> <p>All Development / Management of Software shall be performed in accordance with the Contractor's Internal Quality System. The Authority shall have access and free user rights in accordance with DEFCON 91.</p>
5.11.3	<p>Software Updates Compliance</p> <p>All software updates must follow the MOD CIAP process (MAP 02-003 Change Impact Assessment Process (CIAP))(Issue 4.1)).</p>

5.11.4	Software Management Plan	<p>The Contractor shall develop and maintain a Software Management Plan at Contract Acceptance Date, detailing how all Software will be maintained and updated through life, including:</p> <ul style="list-style-type: none"> • Modification. • Updates/Refreshes. • Repairs/Bug Fixed. • Configuration Management. • Verification and Testing. • Audits. • Distribution and Reporting. • Technology Roadmap. <p>In accordance with KPI-03, Service Delivery, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.11.5	Software Interfaces	<p>The Contractor will ensure the equipment software interfaces with all other systems and will maintain this interface in accordance with Def Stan 21-088.</p>
5.11.6	SIO (Software Issuing Organisation)	<p>The Contractor is to supply all ACES & AGSS software master copies (Gold Disk) to the Software Issuing Office (SIO).</p>
5.12	Obsolescence Management	
5.12.1.	Obsolescence Management	<p>The Contractor shall be responsible for the identification and notification to the AOM of all obsolescence concerns and issues associated with the Equipment detailed at Annex A.</p> <p>When the Contractor becomes aware of an obsolescence concern, the Contractor shall formally notify the AOM of the issue and undertake an initial investigation into the impact of the issue, including:</p> <ol style="list-style-type: none"> Initial search for life-time stock buys Initial search for Fit/Form/Function replacement <p>The Contractor shall then issue the authority with an Obsolescence Report (ONR), outlining the results of the investigation and the recommended courses of action, with associated costs.</p>

5.12.2	Obsolescence Management Plan	<p>The Contractor shall provide a proposed Obsolescence Management Plan as part of the tender submission and agree a finalised version within 1 month of Contract Acceptance Date, for managing the transition from availability from the original manufacturer to unavailability, of parts and / or material required for the performance of this contract.</p> <p>The activities detailed within the OMP shall cover all the equipment that has been declared within the scope of this contract.</p> <p>IEC 62402:2019 (Obsolescence Management – Application Guide) shall be used to provide a framework for implementing a proactive Obsolescence Management strategy and the production of an Obsolescence Management Plan.</p> <p>In accordance with KPI-03, Service Delivery, this management plan is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.13 Reference Equipment Management		
5.13.1	Maintenance and Repair of Reference Equipment	<p>The Contractor will maintain any Reference Equipment as the same configuration as the in-service vessels, where the in-service vessels differ it will be required to support both. The Reference Equipment will be issued "on Loan terms" in accordance with Def Stan 05-99. Any additional equipment held temporarily by the Contractor in support of Design Services activities, on an as and when required basis, will also be issued on the same Loan terms.</p>
5.13.2	Preventative and Corrective Maintenance	<p>The Contractor shall carry out preventative and corrective maintenance of all Reference Equipment. The Contractor shall maintain a record of use, maintenance, repair, calibration, and periodic functional tests, and approved modification embodiment activity carried out on all reference equipment. The Reference Set shall be maintained in a fully functional condition by the Contractor.</p>
5.13.3	Reference Equipment Spares	<p>The Contractor shall notify the Authority of any spares and / or lubricants required for Maintenance of the Reference Set Equipment.</p>
5.13.4	MOD Access	<p>The Authority shall have access to the Reference Equipment in accordance with Def Stan 00-99</p>

5.14 Maintenance Management	
5.14.1	<p>The Contractor is to produce and maintain a record of all equipment support activity. This will be available to the Authority on request.</p> <p>Activities recorded to include, but are not limited to;</p> <ul style="list-style-type: none"> a. System/Equipment Usage b. Servicing/Preventative Maintenance Activities c. Incident/Failure Data and Analysis <p>The format will be agreed during the tender stage.</p>
5.14.2	<p>The Contractor shall review and update maintenance schedules, drawing on evidence from defect reports, technical queries, and material state assessments. Reviews should be taken annually or more often where major equipment changes are being proposed.</p>
5.15 Reporting	

5.15.1	<p>Monthly Performance Management Report</p>	<p>The Contractor shall submit an electronic Performance and Progress Report to the AOM monthly, which shall give details of the progress of work undertaken on the Contract. A template will be supplied by the Authority. Information to include, but not be limited to:</p> <ul style="list-style-type: none"> • List of all orders • Item Description • Serial Number • Order Number • Quantity • Contractual Delivery Date • Forecasted Delivery Date • Actual Delivery Date • Reason for delay in completion of a task or order, including the corrective action • CP & F invoice number • Spares status • Repairs status • KPI Dashboard <p>The contractor shall submit this report to the AOM within 5 business days of the end of each month.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
--------	----------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>5152</p> <p>Quarterly Performance Management Report</p>	<p>The Contractor shall provide performance reporting to the Authority in accordance with Contract Review Meeting requirements. The content of the reports shall be agreed and shall include but not be limited to:</p> <ul style="list-style-type: none"> • Technical Queries – number, timeliness, and resources • Software defects – numbers (raised and cleared), outstanding (incl time outstanding), plan to resolve • Summary of major technical issues • Key Performance Indicator (KPI) Trend Analysis • Financial summary of spend, commitment and forecast • Tasking & Spares and Repairs Progress • Technical Queries Register • Core Tasking review, approved and pending, including a current status • Non-Core Tasking review, approved and pending, including a current status • Provision of KPI statistics • Obsolescence Concerns, Issues and Resolutions, including disposals QA Activity <p>The Contractor shall submit the Quarterly Performance / Progress Report to the AOM no later than 5 business days prior to the Quarterly Progress Meeting which shall, in addition to the information provided as part of the monthly progress report.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

5.15.3.	Annual (4 th Quarter) Performance Management Report	<p>The Contractor shall produce an Annual Performance Management Report containing an overview of the preceding year, issues for action and forecast of activity for the following year. The Contractor shall agree the report content with the Authority before issue. Within one month of issuing the report the Contractor shall convene a meeting with the Key stakeholders to review the report content.</p> <p>Annual review meeting will include the following agenda:</p> <ul style="list-style-type: none"> • Performance reporting using a standard agenda • Review of service performance • Review of major risks • Major outstanding issues • Commercial issues review • Obsolescence status reporting • Improvement opportunities • Financial performance review • Safety <p>The Contractor shall submit the Annual Performance Management Report to the AOM no later than 10 business days prior to the Quarterly Progress Meeting which shall, in addition to the information provided as part of the monthly / Quarterly Performance / Progress Report progress report.</p> <p>In accordance with KPI-03, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.15.4.	Helpdesk Records	<p>The Contractor shall retain and maintain all Helpdesk records via a Support Database and make available to the Authority on request within 1 working day.</p>
5.15.5.	Red Flag Notice	<p>In the event that the Contractor becomes aware of any event that has affected, or could affect, equipment safety, availability, or performance, or otherwise affect the delivery of the Service detailed in this SoW, it shall be communicated to the Authority at the earliest opportunity. Following communication of the event the Contractor shall deliver and maintain an associated Work Around Plan.</p>

5.16 Meetings	
5.16.1.	<p>Contract Start-Up Meeting</p> <p>A Contract start-up meeting shall be held by the Contractor within 1 month of the date of Contract award. Attendance at the meeting shall be from all parties concerned with the Contract, including from within the Supply Chain. The required attendees shall be confirmed to the Contractor by the Authority's Commercial Officer (ACO) no later than 10 Business Days prior to the date of the start-up meeting.</p>
5.16.2	<p>Quarterly/Annual Progress Meetings</p> <p>Progress meetings shall be held on a quarterly basis from the date of Contract commencement. The Quarterly Progress Meetings (QPMs) shall be held at the Contractor's premises.</p> <p>The Contractor and the Authority shall ensure that adequate and appropriate representation is available at these meetings.</p> <p>Quarterly meeting will include review of contract, progress, cost, performance, and quality management. The 4th Quarterly Review in each 12-month period will be a more in-depth Annual Review as detailed in Section 5.16.5. The Contractor shall provide administrative duties for the QPMs, and shall include but not be limited to:</p> <ul style="list-style-type: none"> • Calling Notice • Agenda • Quarterly Report at least 5 days prior to date of meeting • Action Log / Record of Decisions (RoD)
5.16.3.	<p>Quarterly / Annual Progress Meeting (QPM) Calling Notice including Agenda</p> <p>The Contractor shall supply a Quarterly / Annual Progress Meeting Calling Notice, including Agenda, 20 Working Days Prior to Meeting Date.</p> <p>In accordance with KPI-03, Service Delivery, this report is an item of Deliverable Documentation. Target Time is defined in Section 7 – Contractor's Deliverable Documentation.</p>
5.16.4.	<p>Progress Meeting Action Log</p> <p>The Contractor shall produce and maintain an Action Log in a compatible format for the Authority. The updated log shall be issued for AOM approval within 5 business days of the meeting close see also 5.16.2</p>

5.16.5	Annual Progress Review Meetings	<p>An Annual Progress Meeting will be held on a yearly basis, the fourth QPM in each 12-month period shall constitute an Annual Review Meeting.</p> <ul style="list-style-type: none"> • Review of previous twelve months performance • Forward view of next twelve months performance • Continuous improvement progress and status • Obsolescence Management status • Supplier Relations review • Review of major risks • Contract Management • Obsolescence Status Report • Improvement Opportunities • Financial Performance Review • Safety
--------	---------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

6. NON-CORE SUPPORT REQUIREMENTS TABLE

Serial Number	Requirement Heading	Non-Core Support Requirement
6.1 Supplementary Tasks - Activities covered by a TAF		
6.1.1	Supplementary Tasks	<p>The Contractor shall carry out any Supplementary Tasks required by the Authority as detailed on the Task Authorisation Form (TAF) in accordance with the Task Authorisation Procedure detailed in the contract. Supplementary Tasks may include, but not be limited to:</p> <ul style="list-style-type: none"> • In-depth defect investigations • Design studies • Modifications • Defect diagnosis and repair onboard (including CONDO activities). • Obsolescence resolution • Ad-hoc meetings, safety-related or otherwise • Ad-Hoc training • Transportation for Attendance offshore <p>The format of the TAF will be agreed during the tender stage.</p>
6.1.2	Tasking	<p>All task activities shall be completed in accordance with the price, time and performance targets agreed with the Authority for each task. Task priority and completion dates shall be agreed between the Authority and the Contractor.</p> <p>KPI-02, Service Delivery - Target Time: Non-Core Tasking</p> <p>IAW the agreed Delivery Due Date as specified on the respective TAF.</p>

OFFICIAL-SENSITIVE

6.1.3	Tasking Approval Forms	Progress on Non-Core activities covered by Tasking Approval Forms (TAFs) will be measured against the target dates recorded on the associated TAFs.
6.1.4	Tasking - Investigations and Repairs outside Working Hours	<p>The Contractor may be required to investigate system defects or reports of shortcomings by the Authority, its agents, or Contractors, during periods outside of normal working hours. In such instances the AOM will endeavour to give the Contractor reasonable notice to attend, with the Contractor ensuring 'best endeavours' to attend.</p>
6.1.5	CONDO / Transportation for Attendance at sea	<p>Where the Authority has a requirement for the Contractor, a subcontractor, or both, to Deploy to undertake a task at an Expected Work Location in a CONDO Applicable Area, the provisions of DEFCON 697 shall apply. DEFCON 697 shall become effective when such a task is included in the Contract.</p> <p>Where attendance at sea is required, suitable transport arrangements will be made by the Authority, its agents, or Contractors to facilitate the movement of the Contractor between transfer point and the Platform. The Contractor shall be responsible for all travel arrangements between normal premises and selected transfer point.</p> <p>Where attendance outside UK waters is required, the Contractor shall be responsible for all travel arrangements between normal premises and selected transfer point. The Authority, its agents or Contractors will facilitate the movement of the Contractor between transfer point and the defective Platform</p> <p>Designated MOD UK transfer points include but are not limited to:</p> <ul style="list-style-type: none"> • HM Naval Base Devonport • HM Naval Base Portsmouth • Portland, Dorset

7. Contractor's Deliverable Documentation

In accordance with Condition 28 (Acceptance) and Condition 46.4 (Key Performance Indicators (KPI) Performance Management) to the Contract, the below table details the Contractor Deliverables which are further defined as Deliverable Documentation.

Documentation	Target Time
Management Plans 5.1 Project Management Plan 5.4 Quality Management Plan 5.5 Safety & Environmental Management Plan 5.7 Configuration Management Plan 5.11 Software Management Plan 5.12 Obsolescence Management Plan	<u>Initial Target</u> 1 month after Contract Award date <u>Live Target</u> Within 5 Business Days of any update being identified as required
5.2 Joint Risk Register	<u>Initial Target</u> 1 month after Contract Award date <u>Live Target</u> Within 5 Business Days of any update being identified as required
5.15.1 Monthly Performance Management Report	Within five [5] Business Days of the end of the prior month
5.15.2 Quarterly Performance Management Report	No later than five [5] Business Days prior to the Quarterly Performance Review Meeting
5.15.3 Annual Performance Management Report	One [1] month prior to the Annual Performance Review Meeting
5.10.1 Service Documentation	Within five [5] Business Days of dispatch of any request from the AOM.
5.10.2 Drawings	Within five [5] Business Days of dispatch of any request from the AOM.
5.9.1 Spares & Repairs Annex	Refer to Schedule 14 & 15 <u>Initial Target</u> 1 month after Contract Award date
5.9.5 Requests For Quotes (RFQ's)	Receipt RFQ letter within forty eight [48] hours and Quotation and completion date within fourteen [14] calendar days.
6.1.1 Task Authorisation Form (TAF)	Receipt Part 1 within forty eight [48] hours and Part 2 and completion date within fourteen [14] calendar days.
5.9.6 Visit Reports	Within two [2] weeks after final visit on board.

Annex A – Equipment Scope

Appendix 1 to Annex A

Contract Number: 701580392 (CSA/0392)

Legacy & Future Support Platforms

1. All RN and RFA platforms fitted with AGSS, HSSS or ACES equipment are in scope for this ISS contract.

Ground Power Equipment Boundaries

ACES System Diagram

<redacted>

AGSS System Diagram

<redacted>

Equipment	Description
ACES	
Fixed Electrical conversion equipment	<p>The ACES consist of power converters, motorised cable reels and control stations which provide onboard electrical power for the servicing and maintenance of embarked aircraft. The system includes the cables and connectors to interface with designated fixed and rotary wing aircraft.</p> <p>A number of 'service positions' will be located on the flight deck and hangar area of the ship.</p> <p>Each service position will have its own dedicated converter, motorised cable reel and control station.</p>
Electrical Cable Reels	<p>The aircraft cables are supplied on cable reels. The cable reel operations are controlled from control panels mounted locally (on the Flight Deck Cable Reels) or remotely (for the Hangar Cable Reels). Each cable reel also incorporates a contactor capable of connecting the main output of the converter onto the aircraft load when the interlock conditions are satisfied.</p> <p>Each associated control panel has a number of pushbutton controls and indicators, together with interlock functionality to enable the motor assisted reel to be driven and power to be transmitted only when the interlock conditions are correctly satisfied between the aircraft and the external power supplies.</p>
Equipment	Description
AGSS	
200V 400Hz 3 Phase Motor Generator Type 4.4.102	Provides nominally 200V 400Hz 3 Phase and 28 V DC supplies to specified positions in the aircraft hangar and flight deck for the provision of ground power to embarked aircraft. These supplies provide the necessary electrical power to conduct maintenance and starting operations on Lynx and Merlin aircraft types which may be embarked on Type 45 Class vessels.
Transformer Rectifier Unit (TRU)	This unit generates 28V DC at a maximum of 1500A. The TRU is manufactured by Gresham.
Control and Distribution System (CDS).	This system distributes monitors and controls the supplies to the various user positions.

Annex B - Project Definitions

Statement	Definition	Reference or Context
Fleet Time	Periods of Whole Ship Life under NCHQ Scheduling Authority. Fleet Time starts at Fleet Date or In-Service Date and ends at Non-Fleet Date or Fleet Non-Operational Date.	BR1313 Chapter 1 Appendix A
Non-Fleet Time	Periods of Whole Ship Life under D Ships Scheduling Authority, at the start of Upkeep Time. Non-Fleet Time starts at Non-Fleet Date and ends at Fleet Date or In-Service Date.	BR1313 Chapter 1 Appendix A
Scheduling Authority	The Authority, either NCHQ or D Ships, or Disposal Services Agency (DSA) for ships on the Disposal List, vested with responsibility for the Schedule Control of a vessel, and its planned programme	BR1313 Chapter 1 Appendix x A
Authority	Secretary of State for Defence as represented by the Commercial Officer stated in Box 1 of the DEFFORM 111.	
Operational Damage	Equipment damaged during use beyond normal operating parameters resulting in damage above that expected from fair wear & tear.	
Equipment	The systems that are defined in Appendix 1, including subsystems, tools, test equipment and software required to ensure operational functionality	
Single Item Ownership (SIO)	Single item ownership – One item, One NATO Stock Number, hosted on one base system	
Equipment Availability	Equipment is available at Full Operating Capability for use by the Fleet to a pre-determined level	
Fit, Form and Function	Equipment Fit – physical dimensions and envelope Equipment Form – all physical interfaces with the existing infrastructure Equipment Function – capability and operation of the equipment	

Annex C – Glossary of Terms

Term	Definition
ACO	Authority's Commercial Officer
ALARP	As Low As Reasonably Practicable
AOM	Authority's Operations Manager
AQAP	Allied Quality Assurance Publications
ARM	Availability Reliability and Maintainability
BER	Beyond Economical Repair
BR	Book of Reference
CIAP	Change Impact Assessment Process
CMS	Combat Management System
CONDO	Contractors on Deployed Operations
COTS	Commercial Off The Shelf
CP&F	Contracting Purchasing and Finance
CRISP	Comprehensive RNSTS Inventory System Project
CSA	Communications and Situational Awareness
DEFCON	Defence Condition
Def Stan	Defence Standard
DE&S	Defence Equipment and Support
DII	Defence Information Infrastructure
ECN	Engineering Change Notice
EOD	Electro-Optical Director
EOS	Electro-Optical System
EOSP	Electro-Optical System Platform
Execute	Bring the system online
Flyco	Flying Control
FOC	Full Operational Capability

Term	Definition
FoV	Field of View
GFA	Government Furnished Asset
GPC	Glide Path Camera
GQAR	Government Quality Assurance Representative
HAZID	Hazard Identification
HF	High Frequency
HLET	Hazard Log Editing Tool
HMS	Her Majesty's Ship
ICS	Integrated Communications System
IEC	International Electro-Technical Commission
IETP	Integrated Electronic Technical Publication
ILS	Integrated Logistic Support
INBS	Integrated Navigation and Bridge System
IPC	Illustrated Parts Catalogue
ISIS	Item of Supply Information System
ISO	International Standards Organisation
ISS	In-Service Support
JIC	Job Information Card
JSP	Joint Service Publication
LRU	Lowest Replaceable Unit
LSO	Landing Signalling Officer
LSOSAA	Landing Signals Officer Situational Awareness Aid
MCS	Maritime Combat Systems
MOD	Ministry of Defence
MRI	Master Record Index
MWP	Maintenance Work Package

Term	Definition
NATO	North Atlantic Treaty Organisation
NAVCAT	Catalogue of Navy Stores
NCHQ	Navy Command Head Quarters
NFF	No Fault Found
NSN	NATO Stock Number
ODMS	OPDEF Data Management System
OEM	Original Equipment Manufacturer
OMP	Obsolescence Management Plan
ONR	Obsolescence Report
OPDEF	Operational Defect
Operator	The person who uses the system
POEMS	Project Orientated Environmental Management System
POSMS	Project Orientated Safety Management System
PSEC	Project Safety and Environmental Committee
QA	Quality Assurance
QC	Quality Control
TQ	Technical Query
T45	Type 45 Destroyer
QMS	Quality Management System
QPM	Quarterly Progress Meeting
Real time	User can exchange information instantly or with negligible latency
RN	Royal Navy
SAL	Security Aspects Letter
SECR	Safety and Environmental Case Report
SEMP	Safety and Environmental Management Plan
SIL	Safety Integrity Level

Term	Definition
SINS	Submarine Inertial Navigation System
SIO	Software Issuing Office
SIO	Single Item Ownership
SME	Subject Matter Expert
SOW	Statement of Work
SPF	Security Policy Framework
SPIS	Services Packaging Instruction Sheet
SOEP	Suitably Qualified and Experienced Personnel
SSDD	Surface Ship Definition Database
TAF	Task Approval Form
UK	United Kingdom
UMMS	Unit Maintenance Management System

Schedule 2 - Schedule of Requirements

Schedule 2 - Schedule of Requirements

Name & Address of Contractor
Whippendell Marine Ltd
3 Bradbourne Drive
Tilbrook
Milton Keynes
MK7 8AJ

MINISTRY OF DEFENCE
Schedule of Requirements
For
In-Service Support for AGSS & ACES
(Ground Power)

Contract -- No: 701580392
Issued on: 19 July 2023
Previous Contract No:
CSA/3059

Table I Articles Required

Item	Description	Firm Price Each (ex-VAT)
1	<u>In-Service Support (ISS)</u> Provision of ISS Core Activities in accordance with the Statement of Work (SOW) at Schedule 9 to the Contract for the period of July 2023 to July 2028	In accordance with the agreed firm prices at Schedule 11 to the Contract.
2	<u>Supply of Spares</u> Provision of Spares, in accordance with the SOW at Schedule 9 to the Contract for the period of July 2023 to July 2028	In accordance with the agreed firm prices at Schedule 13 to the Contract.
3	<u>Repair</u> Provision of Survey and Repair Articles in accordance with the SOW at Schedule 9 to the Contract and in accordance with Repair/Demand Order (CP&F Order) raised by the Commodity manager for the period of July 2023 to July 2028	In accordance with the agreed firm survey prices and firm repair prices at Schedule 14 to the Contract.
4	<u>Specific Tasks</u> Provision of Supplementary Tasks as and when required by the Authority's Project Manager (APM) in accordance with the procedure detailed at Schedule 9 for the period of July 2023 to July 2028	In accordance with the agreed firm prices at Schedule 15 to the Contract.
5	<u>Option 1</u> Provision of ISS Core Activities in accordance with the Statement of Work (SOW) at Schedule 9 to the Contract for the following additional platforms: <redacted>	In accordance with the agreed firm prices at Schedule 11 to the Contract.
6	<u>Option 2</u> Provision of ISS Core Activities in accordance with the Statement of Work (SOW) at Schedule 9 to the Contract for the following additional platforms: <redacted>	In accordance with the agreed firm prices at Schedule 11 to the Contract.

Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract:
The Contract expiry date shall be: July 2028
Condition 4 – Governing Law:
Contract to be governed and construed in accordance with:
English Law
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 7 – Authority’s Representatives:
The Authority's Representatives for the Contract are as follows:
Commercial: <redacted> (as per Annex A to Schedule 3 (DEFFORM 111))
Project Manager: <redacted> (as per Annex A to Schedule 3) (DEFFORM 111))
Condition 18 – Notices:
Notices served under the Contract shall be sent to the following address:
Authority: Communications & Situational Awareness, NH3, Ash 2C, Mailpoint #3213, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111))
Contractor: Whippendell Marine Ltd, 3 Bradbourne Drive, Tilbrook, Milton Keynes, MK7 8AJ
Notices can be sent by electronic mail? Yes
Condition 19.a – Progress Meetings:
The Contractor shall be required to attend the following meetings:
Quarterly
Condition 19.b – Progress Reports:
The Contractor is required to submit the following Reports:
Monthly Progress Report as detailed within the SOW
Reports shall be Delivered to the following address:
#3213, Ash 2c, Neighbourhood 3, Abbey Wood, Bristol, BS34 8JH FAO: <redacted>
Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? Yes

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) in accordance with the SoW - Schedule 9. 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:

N/A

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, 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 – DESTech-QSEPEnv-HSISMulti@mod.gov.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable

Condition 24 – 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 no later than one (1) month prior to the Delivery Date

Condition 25 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: Spares and Repairs

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Applicable to Line Items: Spares and Repairs items in SoR

Condition 27.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: In accordance with the SoW – Schedule 9.

Special Delivery Instructions: In accordance with DEFFORM 111

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 27.c - Collection by the Authority:

The following Line Items are to be Collected by the Authority: N/A

Special Delivery Instructions: N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

Condition 29 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 31 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable: N/A

Pricing and Payment

Condition 34 – Contract Price:

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items: N/A

Termination

Condition 41 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information *(forms and publications addresses and official use information)*

See Annex A to Schedule 3 (DEFFORM 111)

Annex A to Schedule 3 DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: <redacted>

Address: Ash 2C #3213 MOD Abbey Wood Bristol BS34 8JH

Email: <redacted> ☎☎

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

Name: <redacted>

Address: Ash 2C #3213 MOD Abbey Wood Bristol BS34 8JH

Email: <redacted> ☎☎

3. Packaging Design Authority Organisation & point of contact:

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

☎☎

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

Branch/Name:

☎☎ Authority Project Manager Box 2

(b) U.I.N. N6196B

5. Drawings/Specifications are available from

Name: <redacted>

Address: Ash 2C #3213 MOD Abbey Wood Bristol BS34 8JH

Email: <redacted>

6. Intentionally Blank

7. Quality Assurance Representative:

Name: <redacted>

Address: Ash 2C #3213 MOD Abbey Wood Bristol BS34 8JH

Email: <redacted> ☎☎

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

8. Consignment Instructions The items are to be consigned as follows:

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

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

10. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

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

11. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

Schedule 11 – Core Payment Plan

<all pricing redacted>

Schedule 13 – Spares

<all pricing redacted>

Schedule 14 – Repairs

<all pricing redacted>

Schedule 15 – Rates

<all pricing redacted>

Schedule 16 To Contract: 701580392 Key Performance Indicators

for

In-Service Support (ISS) for GP Systems

Key Performance Indicator 1	
KPI Number	1
Service Area	Service Delivery
PI Descriptor	Survey and Repair orders past original required delivery date
Incidence Measure	The Contractor shall be required by the AOM to conduct equipment survey and repairs. The Contractor shall track all survey and repairs raised against the contract, and will deliver against the lead times stated against each individual repair listed in Schedule 14. The AOM will measure the Contractor performance against the contracted due date and actual date delivered for each repair item.
Start	The latest date of: 1. Date of accepted CP&F Order by the Contractor; and 2. Receipt date by the Contractor of the equipment/item; and 3. Receipt of good arrival by the Contractor.
Stop	<u>Surveys</u> : Receipt of Survey Report by the Authority <u>Repairs</u> : Equipment delivered Ex-Works with completed DEFORM129J and Certificate of Conformity (CofC) in accordance with DEFCON 627 at the Contractors premises (ready for delivery to the RN stores system), or delivery address detailed on the CP&F Order in accordance with Clause 47.1.3 of the Terms and Conditions of the Contract.
Who Reports?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Target
	≥95% of surveys and repairs completed on-time <u>and</u> no overdue surveys or repairs outstanding >30 calendar days after the due date for performance.
	≥95% of surveys and repairs completed on time, <u>but</u> with one or more overdue surveys or repairs outstanding between 31 and 60 calendar days after the due date for performance.
	<95% of surveys and repairs completed on time <u>and/or</u> one or more overdue surveys and repairs outstanding >60 calendar days after the due date for performance.

Note (1): If the contractor becomes aware that the 95% performance target is not going to be met, then notification and justification is to be given to the Authority prior to the due date.

Key Performance Indicator 2	
KPI Number	2
Service Area	Service Delivery
PI Descriptor	Spares orders past original required delivery date
Incidence Measure	The Contractor shall be required by the AOM to provide/procure spares as required. The Contractor shall track all orders raised against the contract and will deliver in accordance with the lead times stated against each individual spare item listed in Schedule 13. The AOM will measure the Contractor performance against the contracted due date and actual date delivered for each Spares order.
Start	<p>(1) Date of accepted CP&F order by the Contractor.</p> <p>(2) The Contractor will acknowledge receipt of the RFQ within one [1] working day.</p> <p>(3) The Contractor will respond to the RFQ within five [5] working days.</p>
Stop	Spares delivered Ex-Works with completed DEFORM129J and Certificate of Conformity (CoFC) in accordance with DEFCON 627 at the Contractor's premises (ready for delivery to the RN stores system), or delivery address detailed on the CP&F Purchase Order in accordance with Clause 47.1.2 of the Terms and Conditions of the Contract.
Who Reports?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Target
	≥95% of orders completed on-time <u>and</u> no overdue orders outstanding >30 calendar days after the due date for performance.
	≥95% of orders completed on time, <u>but</u> with one or more overdue orders outstanding between 31 and 60 calendar days after the due date for performance.
	<95% of orders completed on time <u>and/or</u> one or more overdue orders outstanding >60 calendar days after the due date for performance.

Note (1): During the first Quarter only, the contractor shall also provide prices for the remaining unpriced Spares (list to be provided by the Authority) within the first 12 weeks after the Effective Date of Contract but excluding obsolete parts and subject to timely provision of drawings packs where indicated as absent at the Spares List. Where the Contractor fails to do so this shall result in an Amber designation.

Key Performance Indicator 3	
KPI Number	3
Service Area	Service Delivery
PI Descriptor	Tasks completed past required delivery date
Incidence Measure	As required, the AOM will raise a TAF for the Contractor to undertake specified tasking. The Contractor will acknowledge receipt of the TAF within 48 hours, respond with the Part 2 and state the completion date within 14 calendar days. The AOM will measure the Contractor performance against the contracted due date for completion of the task and actual date fulfilled.
Start	Date of receipt by Contractor of approved/accepted CP&F Order for final delivery.
Stop	Acceptance of Task Completion by the Authority, in accordance with Condition 47.1.4 of the Terms and Conditions of the Contract.
Who Reports?	Contractor
Monitoring Frequency	Monthly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Targets
	100% of TAFs completed on-time <u>and</u> no overdue orders outstanding >30 calendar days after the due date for delivery.
	≥95% of TAFs completed on time, <u>but</u> with one or more overdue orders outstanding between 31 and 60 calendar days after the due date for delivery.
	<95% of TAFs completed on time <u>and/or</u> one or more overdue orders outstanding >60 calendar days after the due date for performance.

Note (1): Failure to acknowledge TAF Part 1 within 48 hours or failure to provide TAF Part 2 and completion date within 14 calendar days, will result in an Amber designation.

Note (2): Failure to acknowledge TAF Part 1 within 48 hours and failure to provide TAF Part 2 and completion date within 14 calendar days, will result in a Red designation.

Key Performance Indicator 4	
KPI Number	4
Service Area	Contractor Management Activities
PI Descriptor	Provision of Deliverable Documentation
Incidence Measure	The Contractor will be required to provide all documentation (excluding those documents due under other KPIs) delivered in accordance with Schedule 9 - SoW and Clause 46.5 of the Terms and Conditions of the Contract. The measure shall include on-time delivery of documentation.
Start	Due date in accordance with Schedule 9 - SoW
Stop	Contractor delivering Deliverable Documentation (excluding those documents due under other KPIs) in accordance with Schedule 9 - SoW.
Who Reports?	Contractor
Monitoring Frequency	Quarterly
Reporting Frequency	Quarterly
Retention Attribution	5%
Retention Period	Quarterly
Performance Criteria	
Performance Bands	Performance Target
	≥95% of Deliverable Documentation in accordance with Annex A.
	>95% of Deliverable Documentation received up to 14 calendar days later than the due date in accordance with Annex A.
	<95% of Deliverable Documentation received in accordance with Annex A and Documents more than 14 calendar days later than the due date.

Documentation	Target Time
Management Plans 5.1 Project Management Plan 5.4 Quality Management Plan 5.5 Safety & Environmental Management Plan 5.7 Configuration Management Plan 5.11 Software Management Plan 5.12 Obsolescence Management Plan	Initial Target 1 month after Contract Award date Live Target Within 5 Business Days of any update being identified as required
5.2 Joint Risk Register	Initial Target 1 month after Contract Award date Live Target Within 5 Business Days of any update being identified as required
5.15.1 Monthly Performance Management Report	Within five [5] Business Days of the end of the prior month
5.15.2 Quarterly Performance Management Report	No later than five [5] Business Days prior to the Quarterly Performance Review Meeting
5.15.3 Annual Performance Management Report	One [1] month prior to the Annual Performance Review Meeting
5.10.1 Service Documentation	Within five [5] Business Days of dispatch of any request from the AOM.
5.10.2 Drawings	Within five [5] Business Days of dispatch of any request from the AOM.
5.9.3 Spares & Repairs Annex	Refer to Schedule 13 Spares, Schedule 14 Repairs Initial Target 1 month after Contract Award date
5.9.4 Request For Quotes (RFQ's)	Receipt RFQ letter within forty eight [48] hours and Quotation and completion date within fourteen [14] calendar days.
6.1.1 Task Authorisation Form (TAF)	Receipt Part 1 within forty eight [48] hours and Part 2 and completion date within fourteen [14] calendar days.
Visit Report	Within two [2] weeks after final visit on board.