



DE&S

Contract Number:

ARTYSYS/00286

Description:

ARTYSYS/00286 – Demonstration and Manufacture of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU)

TABLE OF CONTENTS

NO TABLE OF CONTENTS ENTRIES FOUND.

2 GENERAL CONDITIONS	7
DEFCON 68 (EdN.02/17) - SUPPLY OF DATA FOR HAZARDOUS ARTICLES, MATERIALS AND SUBSTANCES	7
DEFCON 501 (EdN.11/17) - DEFINITIONS AND INTERPRETATIONS	7
DEFCON 503 (EdN.12/14) - FORMAL AMENDMENTS TO CONTRACT	7
DEFCON 515 (EdN.02/17) - BANKRUPTCY AND INSOLVENCY	7
DEFCON 516 (EdN.04/12) - EQUALITY	7
DEFCON 518 (EdN.02/17) - TRANSFER	7
DEFCON 520 (EdN.02/17) - CORRUPT GIFTS AND PAYMENTS OF COMMISSION	7
DEFCON 526 (EdN.08/02) - NOTICES	7
DEFCON 527 (EdN.09/97) - WAIVER	7
DEFCON 528 (EdN.05/17) - IMPORT AND EXPORT LICENCES	7
DEFCON 529 (EdN.09/97) - LAW (ENGLISH)	7
DEFCON 530 (EdN.12/14) - DISPUTE RESOLUTION (ENGLISH LAW)	7
DEFCON 531 (EdN.11/14) - DISCLOSURE OF INFORMATION	7
DEFCON 532A (EdN.06/10) - PROTECTION OF PERSONAL DATA (WHERE PERSONAL DATA IS NOT BEING PROCESSED ON BEHALF OF THE AUTHORITY)	7
DEFCON 537 (EdN.06/02) - RIGHTS OF THIRD PARTIES	7
DEFCON 538 (EdN.06/02) - SEVERABILITY	7
DEFCON 539 (EdN.08/13) - TRANSPARENCY	7
DEFCON 550 (EdN.02/14) - CHILD LABOUR AND EMPLOYMENT LAW	7
DEFCON 566 (EdN.10/16) - CHANGE OF CONTROL OF CONTRACTOR	7
DEFCON 620 (EdN.05/17) - CONTRACT CHANGE CONTROL PROCEDURE	7
DEFCON 658 (EdN.04/17) - CYBER	7
DEFCON 660 (EdN.12/15) - OFFICIAL-SENSITIVE SECURITY REQUIREMENTS	7
DEFCON 670 (EdN.02/17) - TAX COMPLIANCE	7
2.1. CONTRACT DURATION	7
2.2. INTERPRETATION & PRECEDENCE	7
2.3. ENTIRE AGREEMENT	8
2.4. SUB-CONTRACTS	8
2.5. GAINSHARE	8
2.6. CONTROLLED INFORMATION	8
2.7. INDEMNITY FOR SAFETY FAILURE LOSS	10
2.8. AUTHORITY OBLIGATIONS	10
3 SPECIFICATIONS, PLANS, ETC	10
DEFCON 117 (EdN.10/13) - SUPPLY OF INFORMATION FOR NATO CODIFICATION AND DEFENCE INVENTORY INTRODUCTION	10
DEFCON 129 (EdN.11/16) - PACKAGING (FOR ARTICLES OTHER THAN MUNITIONS)	10
DEFCON 129J (EdN.11/16) - The Use Of The Electronic Business Delivery Form	10
DEFCON 502 (EdN.05/17) - SPECIFICATION CHANGES	10
DEFCON 595 (EdN.02/16) - GENERAL PURPOSE AUTOMATIC TEST EQUIPMENT DATA REQUIREMENTS	10
DEFCON 601 (EdN.04/14) - REDUNDANT MATERIEL	10
DEFCON 602A (EdN.12/06) - DELIVERABLE QUALITY PLAN	10
DEFCON 606 (EdN.06/14) - CHANGE AND CONFIGURATION CONTROL PROCEDURE	10
DEFCON 608 (EdN.10/14) - ACCESS AND FACILITIES TO BE PROVIDED BY THE CONTRACTOR	10
DEFCON 627 (EdN.12/10) - QUALITY ASSURANCE - REQUIREMENT FOR A CERTIFICATE OF CONFORMITY	10
DEFCON 637 (EdN.05/17) - DEFECT INVESTIGATION AND LIABILITY	10
DEFCON 644 (EdN.05/17) - MARKING OF ARTICLES	11
3.1. SPECIFICATION	11
3.2. QUALITY ASSURANCE REQUIREMENTS	11
3.3. QUALITY ASSURANCE REPRESENTATIVE	11
3.4. SAFETY AND ENVIRONMENTAL MANAGEMENT	11
3.5. RISK ASSESSMENT	12
4 PRICE	13
DEFCON 619A (EdN.09/97) - CUSTOMS DUTY DRAWBACK	13
DEFCON 800 (EdN.12/14) - QUALIFYING DEFENCE CONTRACT	13
DEFCON 801 (EdN.12/14) - AMENDMENTS TO QUALIFYING DEFENCE CONTRACTS – CONSOLIDATED VERSIONS	13

OFFICAL-SENSITIVE-COMMERCIAL

DEFCON 802 (EdN.12/14) - QDC: OPEN BOOK ON SUB-CONTRACTS THAT ARE NOT QUALIFYING SUB-CONTRACTS.....	13
DEFCON 804 (EdN.03/15) - QDC: CONFIDENTIALITY OF SINGLE SOURCE CONTRACT REGULATIONS INFORMATION.....	13
4.1. CONTRACT PRICE.....	13
5 INTELLECTUAL PROPERTY RIGHTS	14
DEFCON 14 (EdN.11/05) - INVENTIONS AND DESIGNS CROWN RIGHTS AND OWNERSHIP OF PATENTS AND REGISTERED DESIGNS.....	14
DEFCON 15 (EdN.02/98) - DESIGN RIGHTS AND RIGHTS TO USE DESIGN INFORMATION	14
DEFCON 16 (EdN.10/04) - REPAIR AND MAINTENANCE INFORMATION	14
DEFCON 21 (EdN.10/04) - RETENTION OF RECORDS	14
DEFCON 90 (EdN.11/06) - COPYRIGHT.....	14
DEFCON 91 (EdN.11/06) - INTELLECTUAL PROPERTY RIGHTS IN SOFTWARE	14
DEFCON 126 (EdN.11/06) - INTERNATIONAL COLLABORATION CLAUSE.....	14
DEFCON 632 (EdN.08/12) - THIRD PARTY INTELLECTUAL PROPERTY - RIGHTS AND RESTRICTIONS.....	14
5.1. CONTRACT DATA REQUIREMENTS.....	14
5.2. INTELLECTUAL PROPERTY RIGHTS	14
5.3. INTELLECTUAL PROPERTY RIGHTS - SUB-CONTRACT.....	14
5.4. COMMERCIAL EXPLOITATION LEVY.....	15
6 LOANS.....	15
DEFCON 23 (EdN.08/09) - SPECIAL JIGS, TOOLING AND TEST EQUIPMENT.....	15
DEFCON 76 (EdN.12/06) - CONTRACTOR'S PERSONNEL AT GOVERNMENT ESTABLISHMENTS	15
DEFCON 611 (EdN.02/16) - ISSUED PROPERTY	15
DEFCON 694 (EdN.03/16) - ACCOUNTING FOR PROPERTY OF THE AUTHORITY.....	15
6.1. GOVERNMENT FURNISHED ASSETS.....	15
7 DELIVERY/PERFORMANCE	15
DEFCON 5J (EdN.11/16) - UNIQUE IDENTIFIERS	15
DEFCON 507 (EdN.10/98) - DELIVERY.....	15
DEFCON 524 (EdN.10/98) - REJECTION	15
DEFCON 525 (EdN.10/98) - ACCEPTANCE	15
DEFCON 612 (EdN.10/98) - LOSS OF OR DAMAGE TO THE ARTICLES	15
DEFCON 621B (EdN.10/04) - TRANSPORT (IF THE CONTRACTOR IS RESPONSIBLE FOR TRANSPORT).	15
DEFCON 656B (EdN.08/16) - TERMINATION FOR CONVENIENCE (CONTRACTS £5M AND OVER)	15
7.1. TERMINATION.....	16
7.2. ACCEPTANCE	17
7.3. RELIEF EVENTS.....	17
7.4. LIMITS OF CONTRACTORS LIABILITY.....	18
8 PAYMENTS/RECEIPTS.....	17
DEFCON 513 (EdN.11/16) - VALUE ADDED TAX.....	17
DEFCON 522 (EdN.11/16) - PAYMENT AND RECOVERY OF SUMS DUE	17
DEFCON 534 (EdN.11/16) - SUBCONTRACTING AND PROMPT PAYMENT.....	17
DEFCON 649 (EdN.12/16) - VESTING.....	17
8.1. ADVANCES AGAINST THE CONTRACTOR PRICE FOR ITEMS 1 AND 2 OF THE SCHEDULE OF REQUIREMENTS	17
8.2. PAYMENT AGAINST LINE ITEM 3 TO THE SCHEDULE OF REQUIREMENTS	18
9 CONTRACT ADMINISTRATION.....	18
DEFCON 604 (EdN.06/14) - PROGRESS REPORTS	18
DEFCON 609 (EdN.06/14) - CONTRACTOR'S RECORDS	19
DEFCON 625 (EdN.10/98) - CO-OPERATION ON EXPIRY OF CONTRACT	19
DEFCON 642 (EdN.06/14) - PROGRESS MEETINGS	19
DEFCON 647 (EdN.09/13) - FINANCIAL MANAGEMENT INFORMATION.....	19
9.1. PROGRESS REPORTS.....	19
9.2. PROGRESS MEETINGS.....	19
9.3. CONTRACTOR'S PERSONNEL	19
9.4. Key Performance Indicators.....	20
9.5. Earned Value Management.....	21
APPENDIX TO CONTRACT	22


CONTRACT ANNEXES

Annex A:	Statement of Work
Annex B:	Acceptance Criteria
Annex C:	Core Deliverables Register
Annex D:	Elective and Candidate Change Register (ECCR)
Annex E:	Elective and Candidate Change Authorisation Form (ECCAF)
Annex F:	DEFFORM 315 – Contract Data Requirements list (CDRL)
Annex G:	Key Performance Indicators
Annex H:	Milestone Payment Plan
Annex I:	Commercial Exploitation Levy
Annex J:	Security Aspects Letter
Annex K:	Summary of Intellectual Property Rights
Annex L:	Government Furnished Assets Register
Annex M:	REMOVED
Annex N:	Third Party Licences
Annex O:	Assets Required by The Authority in the event of termination of contract
Annex P:	PCF-CPR-INS-0082-Rev2-EVM(Industrial Interface) guide
Annex Q:	DEFFORM 539A (Contractor's commercially sensitive information)
Annex R:	Authority Obligations
Annex S:	Design Rights and Patents (Sub-Contractor's Agreement)
Annex T:	Data Item Descriptions (DIDs)

1. SCHEDULE OF REQUIREMENTS

Name and Address of Contractor CGI IT UK LIMITED Space, Defence & Intelligence Business Unit 14 th Floor 20 Fenchurch Street London EC3M 3BY	MINISTRY OF DEFENCE	Contract No ARTYSYS/00286
	Schedule of Requirements for Demonstration and Manufacture of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU)	
Issued With		Previous Contract No Not Applicable

Line Item Number	Description	Delivery Dates	Consignee	Firm Price £ (ex-VAT)
1	<p>Supply and Delivery of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU) – Core Deliverables. Items a, b and c are detailed in the Core Deliverables Register (CDR) at Annex C to contract, annotated as ‘Core’ in Column C.</p> <p>The Core deliverables will incorporate the following:</p> <ul style="list-style-type: none"> a. Release 1 (Development) b. Release 2 (Development) c. Release 3 (Development) d. Programme Support e. Infrastructure f. Travel & Subsistence <p>Delivery shall be in accordance with Condition 3.1 of the contract as outlined in the Statement of Work at Annex A to the contract.</p>	31/03/2022	Artillery Systems PM	
2	<p>Supply and Delivery of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU) – Elective Changes. Delivery of the requirements totalling ■■■ Development Function Points (DFPs) as represented by Annex D to contract and annotated as ‘Elective’ in Column C.</p> <p>The Elective deliverables will be delivered as part of one of the following:</p> <ul style="list-style-type: none"> a. Release 1 (Development) b. Release 2 (Development) c. Release 3 (Development) <p>Delivery shall be in accordance with Condition 3.1 of the contract as outlined in the Statement of Work at Annex A to the contract.</p>	As detailed in each ECCAF	Artillery Systems PM	
3	<p>Supply and Delivery of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU) – Train the Trainer courses as represented by Annex C to contract annotated as ‘Training’ in Column C. Training shall be delivered</p>			

	<p>in accordance with Statement of Work (Annex A to contract).</p> <p>Release 1 – no later than 16.07.19</p> <p>Release 2 – no later than 01.03.21</p> <p>Release 3 – no later than 14.04.22</p>			
4	<p>Supply and Delivery of Fire Control Battlefield Information System Application (FC BISA) Mid Life Upgrade (MLU) – ORBAT Deliverable. Core Deliverables Register (CDR) at Annex C to contract, annotated as 'ORBAT' in Column C.</p> <p>The ORBAT deliverable will be delivered as part of the following:</p> <p>Release 2 (Development)</p> <p>Delivery shall be in accordance with Condition 3.1 of the contract as outlined in the Statement of Work at Annex A to the contract.</p>	31/03/2022	Artillery Systems PM	

2. **GENERAL CONDITIONS**

DEFCON 68 (Edn.02/17) - Supply of Data for Hazardous Articles, Materials and Substances

Note: The Authority and Contractor acknowledge that there are no Hazardous Articles, Materials and Substances identified being supplied under the scope of the ARTYSYS/00286 Contract. Nil return from the Contractor.

DEFCON 501 (Edn.11/17) - Definitions and Interpretations

DEFCON 503 (Edn.12/14) - Formal Amendments to Contract

DEFCON 515 (Edn.02/17) - Bankruptcy and Insolvency

DEFCON 516 (Edn.04/12) - Equality

DEFCON 518 (Edn.02/17) - Transfer

DEFCON 520 (Edn.02/17) - Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn.08/02) - Notices

DEFCON 527 (Edn.09/97) - Waiver

DEFCON 528 (Edn.07/17) - Import and Export Licences

DEFCON 529 (Edn.09/97) - Law (English)

DEFCON 530 (Edn.12/14) - Dispute Resolution (English Law)

DEFCON 531 (Edn.11/14) - Disclosure of Information

Note: For the purposes of DEFCON 531, Information will include oral disclosures where they are confirmed in writing within 10 working days, except where the information disclosed is designated with a classification of Secret or above.

DEFCON 532A (Edn.06/10) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

Note: The Contractor will not be required to process personal data under the Contract. In the event that the Authority requires the Contractor to process personal data at some future date, then that would be managed as a change to Contract

DEFCON 537 (Edn.06/02) - Rights of Third Parties

Note: The Authority and Contractor acknowledge that there are no Third Parties identified as being involved under the scope of the ARTYSYS/00286 Contract.

DEFCON 538 (Edn.06/02) - Severability

DEFCON 539 (Edn.08/13) – Transparency

Note: Before sharing any information, the Authority shall act reasonably to incorporate the Contractor's requests regarding redaction of information, taking account of the commercial interests of the Contractor. The Contractor's required redactions of any Commercially Sensitive Information shall be included as Annex Q to the ARTYSYS/00286 contract.

DEFCON 550 (Edn.02/14) - Child Labour and Employment Law

DEFCON 566 (Edn.10/16) - Change of Control of Contractor

Note: This DEFCON is supported by the Security Deed between Contractor and The Authority signed by both parties on 16th day of August 2012.

Note: In the event that the Authority terminates the Contract under Clause 5 to the DEFCON, termination shall be deemed to be no fault of the Contractor and shall not give rise to remedies as defined in Condition 7 to the Contract.

DEFCON 620 (Edn. 05/17) – Contract Change Control Procedure.

DEFCON 658 (Edn.10/17) – Cyber

Note: Further to DEFCON 658, the Cyber Risk Level of the Contract is Low, as defined in DEF STAN 05-138.

DEFCON 660 (Edn.12/15) - Official-Sensitive Security Requirements. Annex J – Security Aspects Letter.

DEFCON 670 (Edn.02/17) - Tax Compliance

2.1. Contract Duration

2.1.1 This Contract comes into effect on the 29th March 2018 and is scheduled to expire on 14th April 2022.

2.2. Interpretation & Precedence

2.2.1 Further to DEFCON 501, in the event of any internal conflict in any document or any conflict between documents with the same order of precedence, the Authority shall be entitled to give directions as to which part of the relevant document or which document (as the case may be) shall take precedence over which other part or which other document (as the case may be). The Authority's directions in the matter, after consultation and agreement with the Contractor, shall be final and the Contractor shall agree that the Contract shall be construed accordingly.

2.2.2 For the purposes of this Contract, the order of precedence described in Clause D. of DEFCON 501 shall be interpreted as follows:

2.2.2.1 Annexes, Reference Documents and Standards called up within the text of special conditions of Contract shall have the same or equal precedence to a special condition of contract.

2.2.2.2 The Schedule of Requirements shall take precedence over any Proposal or any documentation supplied by the Contractor unless otherwise agreed in writing.

2.3. Entire Agreement

2.3.1 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.

2.4. Sub-Contracts

2.4.1 The Contractor shall ensure that the rights which accrue to the Authority under the conditions of this Contract extend to any sub-contracts involved. If a sub-contractor is not prepared to comply with this Condition, the Contractor shall report the matter to the Commercial Branch specified at the Appendix to this Contract and await further instructions before placing

the sub-contract.

2.4.2 Upon employment of a Sub-Contractor completion of DEFFORM 177, Design Rights and Patents (Sub-Contractor's agreements) at Annex S to be completed.

2.5 Incentivisation

2.5.1 General

2.5.1.1 The parties have agreed a voluntary incentive scheme ("The Scheme") to encourage the Contractor to identify and exploit opportunities during the contract term that may deliver none, some or all, of the following additional benefits to the Authority:

Flexibility – transfer of elements of work to re-align the project with changing user needs and priorities over the duration of the contract.

Efficiency – achieving an improved capability for the user within the available budget for the contract.

Early Capability – achieving delivery of contracted elements of scope within an earlier fielded release, where this achieves a usable early capability or a reduction in safety risk exposure.

2.5.1.2 The scope of The Scheme is bounded by the effective date of the Contract and by the three activities listed in column A of Table 1 applied to the requirements listed in the Elective and Candidate Change Register (ECCR) at Annex D subject to the relevant conditions in columns C and D of Table 1.

2.5.1.3 The parties have agreed that The Scheme qualifies as an Incentive Adjustment under Regulation 11 of the Single Source Procurement Regulations ("Incentive Adjustment") and that the maximum payment under The Scheme shall not exceed 2% of the agreed contract costs ("Allowable Costs").

2.5.1.4 The parties have agreed that for the purposes of The Scheme the Allowable Costs are [REDACTED].

2.5.1.5 The Contractor shall determine the extent to which it participates in The Scheme and the Authority will not require participation of the Contractor in The Scheme.

2.5.1.6 The Contractor shall not use its participation in the scheme as a reason not to meet its obligations under the Contract.

2.5.2 Measurement and Calculation

2.5.2.1 Where the Contractor has chosen to participate in The Scheme then:

the Contractor shall use the Development Function Points ("DFPs") indicated for each requirement in Annex E and the relevant calculations set out in Table 1 and the formula at Table 2 as the basis for measuring its participation in The Scheme ("Total Incentivisation Score Earned").

2.5.2.2 The parties have agreed that the value of the Total Incentivisation Score Earned shall be zero at the date of contract award.

2.5.2.3 The Contractor shall calculate the changes to the Total Incentivisation Score Earned according to the instructions set out in columns C and D of Table 1.

2.5.2.4 The Contractor shall calculate the Incentive Adjustment due to date under The Scheme according to the formula set out in Table 2.

2.5.2.5 The Contractor shall report Total Incentivisation Score Earned and the Incentive Adjustment due to date under The Scheme with supporting evidence for agreement by the Authority at each quarterly project review meeting.

2.5.2.6 The Authority will either confirm agreement or request further clarification within 10 days (failure to do either shall mean the Contractor report is deemed accepted).

2.5.3 Payment

2.5.3.1 The parties have agreed that, subject to any payment due under The Scheme will become due and payable only after all the contract deliverables have been accepted by the Authority and the final milestone payment has been invoiced.

2.5.3.2 The Contractor shall calculate the Incentive Adjustment payment due under The Scheme according to the formula set out in Table 2.

2.5.3.3 The Contractor shall submit an accurate invoice for the Incentive Adjustment payment due under The Scheme after all the contract deliverables have been accepted by the Authority and the final milestone payment has been invoiced.

2.5.3.4 In the event of early termination of the Contract for any reason the Contractor shall submit an accurate invoice for a sum equal to the Incentive Adjustment earned based on the Total Incentivisation Score Earned at the date of notice of termination.

2.5.4 Change Control

2.5.4.1 The parties have agreed that External Change Control Board meetings or other existing project meetings under the Contract provide the normal opportunity for change control to be discussed. By exception a specific meeting to discuss a change control item may be convened where mutually agreed.

2.5.4.2 The Authority and the Contractor may request the attendance of project stakeholders or subcontractors at these meetings.

2.5.4.3 At such meetings those who attend shall co-operate by receiving requests to change delivery priority; considering the qualitative impact these requests might have on costs and how this might be reduced; and seeking solutions that will bring advantage to all those affected.

2.5.4.4 The Contractor shall deliver to the Authority a record of the outcome of the meeting within ten days. The Contractor shall respond to any decision by the meeting to invoke a change under The Scheme to Items 1 or 2 of the Schedule of Requirements by delivering to The Authority an Elective and Candidate Change Approval Form (ECCAF) in the form attached at Annex E clearly indicating any agreed actions and timescales for completion of the change to be implemented. Such actions may include, as applicable, a more detailed investigation by either party of impact and, if feasible, a proposal of action or actions for the Authority's consideration.

2.5.4.5 For changes to Item 1 of the Schedule of Requirements, the Authority will confirm its approval by issuing a contract amendment within 10 days and Authority approval of the change is not effective until such amendment has been accepted by the Contractor.

2.5.4.6 For changes to Item 2 of the Schedule of Requirements, the Authority will confirm its approval of the change by signature on the ECCAF. The Authority will send to the Contractor the signed ECCAF together with the ECCR updated to reflect the change within 10 working days. Authority approval of the change is not effective until the ECCAF has been received by the Contractor.

2.5.4.7 The parties have agreed that other changes agreed at the meeting shall not change the scope of the Contract except as agreed through formal Contract amendment. For the avoidance of doubt, additions to the ECCR marked as 'candidate' do not change the scope of

the Contract.

2.5.4.8 Once an ECCAF has been approved by the Authority, the Contractor shall update the project schedule and project risk register and present these to the Authority before the next project review meeting or other time as agreed with The Authority.

Table 1

Column A	Column B	Column C	Column D
Goal	Description	Conditions	Score earned
Flexibility	<p>Transfer of elements of work to re-align the project with changing user needs and priorities over the duration of the contract by moving requirements between contracted scope (either Elective or Core*) and Candidate Change in accordance with the Authority's prioritisation.</p> <p>*While it is expected that such trades would normally occur between Elective and Candidate Change, it is recognised that individual elements of the detailed technical solution for a Core change might also be de-prioritised in the future without affecting the headline system capability achieved by Core.</p>	<p>Moving a requirement from contracted scope to Candidate Change:</p> <p>Total Incentivisation Score Earned will be decreased by the Score earned.</p> <p>Subject to acceptance by the Authority.</p>	<p>At least 5 months prior to Last Responsible Moment:</p> <p>DFPs removed from contracted scope</p>
			<p>Less than 5 months prior to Last Responsible Moment:</p> <p><i>DFPs removed from contracted scope</i></p> <p>$\times \frac{2}{3}$</p>
		<p>Moving a requirement from Candidate Change to contracted scope:</p> <p>The Total Incentivisation Score Earned will be increased by the Score earned.</p> <p>Subject to acceptance by the Authority.</p>	<p>DFPs brought into contracted scope</p>
Efficiency	Delivering additional requirements beyond the contracted scope.	<p>The Total Incentivisation Score Earned will be increased by the Score earned.</p> <p>Subject to acceptance by the Authority.</p>	Additional DFPs delivered
Early Capability	Delivering requirement within Release 1 or Release 2 that was contracted against a later Release.	<p>The Total Incentivisation Score Earned will be increased by the Score earned.</p> <p>Subject to acceptance by the Authority.</p>	<p><i><u>DFPs delivered early</u></i></p> <p>3</p>

Table 1

Formula for calculating Incentivisation Profit Adjustment

$$\text{Profit Adjustment} = \text{Allowable Costs} \times \text{[REDACTED]} \% \times \sqrt{\frac{\text{Total Incentivisation Score Earned}}{\text{[REDACTED]}}}$$

2.5.6 Notes on the Elective and Candidate Change Register (ECCR)

2.5.6.1 Entries on the ECCR should be unique and uniquely identified.

2.5.6.2 All entries should have a Last Responsible Moment (LRM) date. Entries marked as 'core' will be assumed to have an LRM set to the contract award date unless otherwise agreed.

2.5.6.3 Entries marked as core will usually be priced but may not have DFP entry

2.5.6.4 Entries marked as 'elective' or candidate' must have a DFP score but may not be priced.

2.5.6.5 The sum of the entries marked as 'core' and 'elective' is a measure of the technical requirement scope of the contract.

2.5.6.6 Entries can be added as 'candidate' at any time by agreement and they do not affect the scope of the contract. They can be brought into scope by trading as shown in Table 1.

2.6. Controlled Information

2.6.1 This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality condition of the Contract.

2.6.2 For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

2.6.3 The Contractor shall:

2.6.3.1 hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under the Contract;

2.6.3.2 not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;

2.6.3.3 not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;

2.6.3.4 protect the Controlled Information diligently against unauthorised access and against loss; and,

2.6.3.5 act diligently to ensure that:

2.6.3.5.1 Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the

Contract;

2.6.3.5.2 Employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

2.6.4 Where Controlled Information is provided to the Contractor, it shall:

2.6.4.1 compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.

2.6.4.2 maintain this register for the duration of the Contract and for two years following completion of the Contract.

2.6.4.3 make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,

2.6.4.4 at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

2.6.5 This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

2.6.5.1 that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;

2.6.5.2 that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;

2.6.5.3 that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

2.6.5.4 from its records, that the information was derived independently of the Controlled Information; to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

2.7. Indemnity for Safety Failure Loss

2.7.1 Safety Failure Loss means any loss, damage, costs or expenses (including legal fees and court costs) of the Contractor arising out of or in connection with a failure by the Authority to comply with any of its responsibilities as set out in the latest agreed DEF STAN 00-56 Compliance Matrix, Issue 7.

2.7.2 The Authority shall accept liability and indemnify the Contractor for any Safety Failure Loss resulting from all third-party claims against the Contractor, to the extent that the Authority is responsible for the failure.

2.7.3 The Contractor shall inform the Authority within five business days of any written claim made against him for which he is indemnified by the Authority pursuant to Clause 2.7.1 above. The Authority shall, at its discretion, be entitled to take control of the conduct of any such claim, which shall include the right to settle the claim. Where the Authority exercises this right, the Contractor shall do all that is reasonable to assist the Authority in its defence of the claim. The Authority will consult the Contractor throughout conduct of the claim and will give consideration of any representations which the Contractor may make. Consultation with the Contractor and settlement of claims shall not diminish the Contractor's obligations under this Clause 2.7.2.

2.7.4 In the event that the Authority decides not to take control of the conduct of the claim, and without prejudice to the Authority's right to take control of the claim at a later stage, it shall promptly notify the Contractor of its decision.

2.8 Authority Obligations

2.8.1 The Parties have identified those additional obligations on the Authority which are material to the performance of this Agreement by the Contractor and those obligations are set out in Annexes R and L to the Contract. The Authority shall perform the obligations set out in the Annex in accordance with the provisions of that Annex.

2.8.2 Should the Authority fail to perform its obligations under the Contract including those pursuant to Clause 2.8.1, then (without prejudice to any other rights that it may have) the Contractor shall be entitled to submit a Relief Request to the Authority in accordance with Clause 7.3 (Relief Events), approval of such Relief Requests shall not unreasonably be refused or delayed.

3. SPECIFICATIONS, PLANS, ETC

DEFCON 117 (Edn.10/13) - Supply of Information for NATO Codification and Defence Inventory Introduction

Note: The Contractor's obligations under this DEFCON 117 shall be consistent with the obligations of the "Design Control Authority", as defined in paragraph 2 under DEFCON 117.

DEFCON 129 (Edn.18/11/16) - Packaging (For Articles other than Munitions)

DEFCON 129J (Edn.18/11/16) - The Use of the Electronic Business Delivery Form

DEFCON 502 (Edn.05/17) - Specification Changes

DEFCON 601 (Edn.04/14) - Redundant Materiel

Note: DEFCON 601 shall only apply to the extent that the redundant materiel derives from the property owned by the MOD and issued to the contractor under DEFCON 611 (Edn.02/16) (Issued Property)s

DEFCON 602A (Edn. 12/17) – Deliverable Quality Plan

DEFCON 606 (Edn.06/14) - Change and Configuration Control Procedure

DEFCON 608 (Edn.10/14) - Access and Facilities to be provided by the Contractor

Note. The Authority confirms that the access required under DEFCON 608 shall be limited to pre-arranged visits such as progress meetings.

DEFCON 627 (Edn. 12/10) – Quality Assurance – Requirement for Certificate of Conformity

Note: For the purposes of this Contract, the Authority's requirement for a Certificate of Conformity shall be satisfied by the System Certificate of Design. This shall be supplemented by a signed and dated statement provided by the Contractor that Articles or Services provided comply with a specified Certificate of Design.

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

DEFCON 644 (Edn.05/17) - Marking of Articles

3.1. Specification

3.1.1 The Contractor shall perform and deliver the work detailed in Schedule of Work to meet the outputs in the Statement of Work at Annex A to the Contract.

3.1.2 For the purposes of DEFCON 502, the Specification shall include the latest agreed issues of the FC BISA System Requirements Document (SRD) and their respective Technical Specification.

3.1.3 The agreed interpretation and required level of compliance to the SRD of the technical solution is defined by the Technical Specification. For Release 1, the Technical Specification shall be defined in terms of an agreed set of ASCA messaging interaction scenarios defining the interfacing behaviour. For Releases 2 and 3, the Technical Specification shall be defined by the Use Case Elaborations including their supporting functional requirements. The Certificate of Design for each Release shall define the applicable version of the SRD and, via the referenced Version Description Document (VDD), the applicable baseline of the agreed Technical Specification.

3.2. Quality Assurance Requirements

3.2.1 The following Quality Assurance requirements shall apply:

AQAP 2110 Edition 3 – NATO Quality Assurance Requirements for Design, Development and Production; and

AQAP 2210 Edition 1 – NATO Supplementary Software Quality Assurance Requirements to AQAP 2110; and

DEF STAN 05-61 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions; and

DEF STAN 00-56 Part 1, Issue 7 – Safety Management Requirements for Defence Systems; and

DEF STAN 00-56 Part 2, Issue 7 – Safety Management Requirements for Defence Systems; and

DEF STAN 00-055 Issue 4 – Requirements for Safety of Programmable Elements in Defence Systems; and

DEF STAN 05-057 – Configuration Management of Defence Materiel; and

DEF STAN 05-61 Part 4, Issue 3 – Contractor Working Parties; and

DEF STAN 00-251 – Human Factors Integration.

3.2.2 The Contractor shall comply with the requirements of AQAP 2110 Edition 3 where their Quality Management System meets the requirements of ISO 9001:2008. Upon the transition of the Contractor's Quality Management System to ISO 9001:2015, AQAP 2110 Edition 3 shall be superseded by AQAP 2110 Edition D for the purposes of this Contract. The Contractor shall inform the Authority upon achievement of Quality Management System transition to ISO 9001:2015.

3.2.3 The Contractor shall provide access to records and shall secure access to sub-contractor records through sub-contracts, for contract purposes, to enable the Authority-appointed Quality Assurance Representatives to carry out audits and other assessment activities.

3.2.4 The Authority confirms that Condition 3.2 (Quality Assurance Requirements) will apply to this contract and will not apply retrospectively.

3.3. Quality Assurance Representative

3.3.1 All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of APPENDIX TO CONTRACT.

3.4. Safety and Environmental Management

3.4.1 Safety and Environmental Management shall be in accordance with Defence Standard 00-056 Part 1, Issue 7 dated 28 February 2017, as tailored to this Contract by

the agreed Safety Compliancy Matrix (18_16_104_04 - Defence Standard 00-056 Issue 7 Compliance - Issue 1, dated 9th August 2017)

3.4.2 The Contractor shall provide access to records and shall secure access to sub-contractor records through sub-contracts, for contract purposes, to enable the Authority-appointed Independent Safety Advisor (ISA) to carry out safety audits and other assessment activities to meet the Authority's Safety and Environmental requirements.

3.5. Risk Assessment

3.5.1 The Contractor acknowledges that any risk assessment that has been, or may be, undertaken in connection with this Contract has been, or will be, a Project Management function only. Such risk assessment does not affect the legal relationship between the Parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including, without limitation, the identification of (or failure to identify): -

- i. particular risks and their impact; or
- ii. risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract, and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. Where any risks identified as a result of any risk assessment questionnaire and risk assessment generally are agreed by the parties to be those of the Authority, these shall be subject to being accepted expressly and unequivocally by the Authority.

Note: Both Parties acknowledge they will own their own risks and will take responsibility for mitigating them.

4. PRICE

DEFCON 619A (Edn.09/97) - Customs Duty Drawback

DEFCON 800 (Edn.12/14) - Qualifying Defence Contract

DEFCON 801 (Edn.12/14) - Amendments to Qualifying Defence Contracts – Consolidated Versions

DEFCON 802 (Edn.12/14) - QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts

DEFCON 804 (Edn.03/15) - QDC: Confidentiality of Single Source Contract Regulations Information

4.1. Contract Price

4.1.1 The pricing of Line Items 1, 2, 3 and 4 of the Schedule of Requirements shall be Firm Priced (i.e. not subject to escalation or revision during the course of the Contract).

5. INTELLECTUAL PROPERTY RIGHTS

DEFCON 14 (Edn.11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 15 (Edn.02/98) - Design Rights and Rights to use Design Information

DEFCON 16 (Edn.10/04) - Repair and Maintenance Information

DEFCON 21 (Edn.10/04) - Retention of Records

DEFCON 90 (Edn.11/06) – Copyright

Note: For the purposes of this Condition, Clause 7 of DEFCON 501 shall not apply. The processes described and documents required by this Condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON 91 (Edn.11/06) - Intellectual Property Rights in Software

Note: For the purposes of this Condition, Clause 7 of DEFCON 501 shall not apply. The processes described and documents required by this Condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

DEFCON 126 (Edn.11/06) - International Collaboration Clause

Note: For the purposes of this Condition, Clause 6 of DEFCON 501 shall not apply. The processes described and documents required by this Condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

Note: The period referred to in Clauses 2 and 3 of DEFCON 126 shall be seven (7) years or until Out of Service Date (OSD), whichever is the longer. The Authority may require to be free to disclose information arising from the Contract to member nations of NATO and to any other country with whom there exists treaty or similar obligations for mutual defence and DEFCON 126 is to be construed.

DEFCON 632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

Note: For the purposes of this Condition, Clause 6 of DEFCON 501 shall not apply. The processes described and documents required by this Condition are to be conducted or transmitted manually (i.e. not electronic) or as otherwise detailed in the Contract.

5.1. Contract Data Requirements

5.1.1 For application of DEFCONs 15 and 16 above, the DEFFORM 315 (Contract Data Requirements) included in Annex F shall apply and shall include Sub-Contractor Articles unless otherwise stated in this Contract. By agreement between both Parties, Annex F details the CDRLs applicable at time of contract award. These will be reviewed at time of Kick Off meeting.

5.2. Intellectual Property Rights

5.2.1 intellectual property rights in FC BISA are vested in the Contractor except where otherwise indicated in Annex K. Annex K to the Contract captures the Intellectual Property Rights for all Contract Deliverables, as per Condition to this Contract.

5.2.2 Annex K to the Contract defines IPR vesting in the Parties for the development and maintenance of all versions of FC BISA software application and any supporting information and documentation, such as technical data packs and source code, including any other technical information available to the Authority by way of contractual rights agreed in previous FC BISA Demonstration, Manufacture and Support Contracts. The Contractor shall review and ratify the information contained in this Annex annually and provide outputs of the review within the next issue of the Quarterly Progress Report (as per Condition 9.1.1). Where the Contractor identifies, inaccuracies contained within Annex K, the Contractor shall inform the Authority within 10 business days. Any updates to Annex K shall be made in accordance with DEFCON 503.

5.3. Intellectual Property Rights - Sub-Contract

5.3.1 Except with the prior written consent of the Authority through the agreement and signature of a suitable Design Rights and Patents (Sub-Contractor's Agreement) using DEFFORM 177 (Edn. 03/80) at Annex N, the Contractor shall not place any sub-contract or order involving the design or development of Articles or modifications to Articles or modifications to Articles under this Contract where the Intellectual Property Rights (IPR) will not vest in the Contractor.

5.3.2 The Contractor shall incorporate the Intellectual Property Rights DEFCONs and the Contract Data Requirements at Annex F in this Contract and any Sub-Contract.

5.4. Commercial Exploitation Levy

5.4.1 The provisions for commercial exploitation shall be agreed between the Contractor and the Authority on a case by case basis, as and when an opportunity for commercial exploitation has been identified. Such provisions shall only apply to equipment which has been designed and/or developed for the Authority and funded by the Authority. The sale or licensing of any articles or software embodying any such result shall be subject to the terms of Annex I to the Contract.

5.4.2 The Contractor shall not make any offer or enter into any negotiation in respect of items subject to the provisions of this Condition without first having agreed with the Authority detailed terms and conditions within the framework of the forms of the MOD standard commercial exploitation agreement. Should the Parties not be able to agree on the terms of such agreement the matter shall be resolved under the provisions of DEFCON 530.

5.5 Data Item Descriptions

5.5.1 The DIDs for this Contract are filed under Annex T.

6. LOANS

DEFCON 76 (Edn.12/06) - Contractor's Personnel at Government Establishments

Note: For the purposes of this Contract, the Contractor's liability under Clause 3 of DEFCON 76 (Edn 12/06) shall be limited to [REDACTED] per occurrence.

DEFCON 611 (Edn.02/16) - Issued Property.

Note. For the purposes of this contract, value of GFA is [REDACTED].

DEFCON 694 (Edn.03/16) - Accounting for Property of the Authority

6.1. Government Furnished Assets

6.1.1 The Authority shall be responsible for providing and making available to the Contractor those requirements in terms of Government Furnished Assets (GFA) which are listed and specifically and clearly defined by description, quantity, date(s), loan period (s) and loan terms at Annex L to the Contract. No other GFA or any other Government service shall be a dependency for the purposes of the fulfilment of the Contract, unless inserted into Annex L to the Contract in accordance with DEFCON 503.

6.1.2 The Authority shall have no liability to the Contractor if, when GFA is made available on the agreed dates, the Contractor fails to make use of it.

7. DELIVERY/PERFORMANCE

DEFCON 5J (Edn.11/16) - Unique Identifiers

DEFCON 507 (Edn.10/98) – Delivery

DEFCON 524 (Edn.10/98) – Rejection

Note: For the purposes of this Contract the Acceptance criteria shall be in accordance with Annex B to the Contract.

Note: For the purpose of Clause 1a of DEFCON 525, the time limit shall be 10 business days.

DEFCON 525 (Edn.10/98) – Acceptance

Note 1: For the purposes of this Contract the Acceptance criteria shall be as set out within Annex B.

Note 2: For the purpose of Clause 1a of DEFCON 525, the time limit shall be 10 business days.

DEFCON 612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON 621B (Edn.10/04) - Transport (if the Contractor is responsible for transport).

DEFCON 656B (Edn.08/16) - Termination for Convenience (Contracts £5M and over).

Note: For the purposes of Clauses 1 and 6(b) of DEFCON 656B, the periods of notice shall be 3 months and 2 months respectively.

7.1. Termination

7.1.1 In addition to any other rights and remedies, the Authority shall have the rights detailed in Clause 7.1.2 where the Contractor is in material breach of its obligations under the Contract, including but not limited to circumstances where the Contractor:

7.1.1.1 fails to provide the Articles (or any part thereof) under Line Items 1, 2, 3 and 4 of the Contract by the relevant date specified in Schedule of Requirements and / or the Specification.

7.1.1.2 provides Articles (or any part thereof) under Line Items 1, 2, 3 and 4 of the Contract that are not in accordance with the Schedule of Requirements and / or the Specification;

7.1.1.3 the Contractor commits a material breach of the applicable quality assurance requirements or legislation; or

7.1.1.4 otherwise commits a material breach of its obligations under the Contract that is not capable of remedy.

7.1.2. Where the Contractor is in material breach in accordance with Clause 7.1.1 the following remedies shall apply:

7.1.2.1 if the material breach is under Clauses 7.1.1.1 to 7.1.1.4 the Contractor shall at its option and expense, within 20 business days of notification by the Authority, either carry out such remedial services as necessary to correct the Contractor's failure or otherwise to rectify the material breaches or supply a proposed rectification plan for agreement by the Authority and rectify the material breaches in accordance with the obligations and dates agreed in such rectification plan. The Authority shall act reasonably when accepting any proposed rectification plan supplied under this Clause 7.1.2.1. In the event of failure by the Contractor to remedy the material breach(es) within 20 business days or carry out the rectification plan in accordance with the obligations and dates set out in the plan then the Authority shall have the right to terminate the Contract or the relevant part thereof with immediate effect, and without liability of the Authority (except to make all payments properly due to the Contractor), by giving written Notice to the Contractor;

7.1.2.2 if the material breach is under Clauses 7.1.1.4 the Authority shall have the right to terminate the Contract or the relevant part thereof with immediate effect without liability of the Authority, by giving written Notice to the Contractor; or

7.1.2.3 if the Contractor elects not to rectify any material breach(es) under Clauses 7.1.1.1 to 7.1.1.4 by methods as defined under clause 7.1.2.1 or fails to meet the agreed deadlines for rectification as set out by Clause 7.1.2.1 or

as agreed within any proposed rectification plan under Clause 7.1.2.1 the Authority may refuse to accept the provision of any further Articles or Services by the Contractor.

- 7.1.3. In the event that the Authority terminates the Contract (or part thereof) under Clause 7.1.2 the following remedies shall apply:

7.1.3.1 The Contractor shall provide an updated version of Annex K to the Contract, including all IPR that is in progress prior to issue of Notice of Termination;

7.1.3.2 Subject to payment of all monies due to the Contractor under the Contract the Contractor shall deliver at no cost to the Authority a right to use license for all Contractor IPR developed under Authority funding, Project Artefacts and the latest versions of FC BISA design information, in existence at the time of termination, as detailed in Annex K, within 60 business days, or within a timescale that is otherwise agreed with the Authority;

7.1.3.3 Subject to payment of all monies due to the Contractor under the Contract the Contractor shall transfer within 60 business days of the date of termination, unless otherwise agreed (a) any or all of the assets including but not limited to those detailed at Annex O to the Authority, wherever they are located, upon the payment of a sum representing the fair market value of such assets which the Contractor has purchased but has not recovered the cost either direct or indirect from the Authority under this or any other related Contract; and (b) any applicable third party software Licences (detailed at Annex N). In the case of software Licenses, the Contractor will make all reasonable endeavours to transfer such Licenses, where permitted to do so by the License owner. Where this is not possible, the Authority may approach the licensors directly in order to reach an alternative approach; and

7.1.3.4 Subject to payment of all monies due to the Contractor under the Contract the Contractor shall provide technical support delivered by a maximum of 6 (six) designated technical subject matter experts and Contractor SQEP at a location within the United Kingdom to assist in the transfer of FC BISA delivery to a third party for a maximum period of 6 (six) months following termination in accordance with clause 7.1.2 in support of the FC BISA Development Transfer Plan, to be defined by the Authority upon issue of written Notice to the Contractor of Termination, at no additional cost to the Authority. This period of assistance period shall commence within 6 months of the Notice of Termination being issued to the Contractor. Other than its responsibility to provide a team of up to six (6) qualified and experience staff in accordance with this Clause 7.1.3.4 the Contractor shall not be liable to the Authority for any costs associated with the purchase of substitute services by the Authority from a third party as a result of the termination of this Contract.

- 7.1.4. The Authority's rights and remedies under this condition are in addition to its rights and remedies implied by statute and common law but are subject the limitations of liability set out in Clause 7.4.

- 7.1.5 Any reference to DEFCON 514 within the text of any DEFCONs called up in this Contract shall be construed as meaning this Condition 7.1.

7.2. Acceptance

- 7.2.1 For the purposes of DEFCON 525, the acceptance process and criteria for all Contract Deliverables shall be in accordance with Annex B to the Contract.

7.3 Relief Events

- 7.3.1 As soon as reasonably possible after, and in any event within twenty (20) working days of, becoming aware of the likely or actual commencement of a Relief Event, the Contractor shall provide written details of the same to the Authority (a

“Relief Request”). The Authority shall act reasonably in reviewing and approving all Relief Requests issued by the Contractor in line with this Clause 7.3.

7.3.2 For the purposes of this contract, a Relief Event shall be defined as:

acts of nature;
war;
hostilities;
fire at the Contractor’s premises or those of its suppliers except to the extent that the fire was caused by their own negligence;
failure of an Authority Obligation

7.3.3 The Relief Request shall contain all relevant and necessary information of which the Contractor is aware relating to the Relief Event and/or failure to perform, including:

7.3.3.1 details of the Relief Event including its nature, the date of its occurrence and its anticipated duration (or the Contractor’s reasonable estimate of its expected duration);

7.3.3.2 the effect of the Relief Event on the Contractor’s ability to perform any of its obligations in respect of delivery in accordance with the Milestone Payment Plan as per Annex H the Contract and supply of Contract Deliverables;

7.3.3.3 details of any measures that the Contractor has adopted or intends to adopt to mitigate the consequence of the Relief Event.

7.3.4 The Authority may within twenty (20) business days of receiving a Relief Request, request such further information as the Authority may reasonably require to fulfil its obligations under Clause 7.3.5 below and the Contractor shall supply that information within a reasonable period of such request.

7.3.5 As soon as reasonably practicable, and in any event within twenty (20) business days of the later to occur of either:

7.3.5.1 receipt by the Authority of the Relief Request; or

7.3.5.2 receipt by the Authority of any further information which the Authority has reasonably requested pursuant to clause 7.3.4, the Authority:

7.3.5.3 shall, in consultation with the Contractor (where the Authority reasonably considers this to be appropriate), assess the effect of the Relief Event on the Contractor’s ability to perform any of its obligations in respect of supply of Deliverables, including any effect on Milestones, KPIs and/or Contract Price; and

7.3.5.4 shall grant relief from the relevant obligation, an extension of time for completion of a Milestone and/or adjust the Contract Price as shall be fair and reasonable in all the circumstances,

7.3.5.5 and the Authority shall notify the Contractor of such (a “Relief Notice”).

7.3.6 Notwithstanding the terms of this Clause 7.3, the Contractor shall in no event be liable for any breach or default caused or resulting from the Authority’s failure to perform its obligations as detailed in Clause 2.8 of this Contract.

7.3.7 In the event that the Contractor is dissatisfied with the Authority’s assessment contained in a Relief Notice, the Contractor may refer the matter for resolution under the procedure set out in DEFCON 530 at any time prior to a date which is twenty (20) business days after the date of the Relief Notice.

7.3.8. Relief Events shall not be a reason to terminate under clause 7.

7.4 Limits of Contractor's Liability

7.4.1 The Contractor's aggregate liability in respect of all Liabilities, whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or connection with this Contract, shall be limited to the following amounts:

- i. Performance or Contract Breach - [REDACTED]
- ii. Loss of or Damage to Issued Property - [REDACTED]
- iii. Loss or Damage to Deliverables / Articles - [REDACTED]
- iv. Liability for Loss / Damage to Authority Property / Buildings by Contractor's Personnel while at Government Establishments under DEFCON 76 - [REDACTED] per occurrence (Public) and in the aggregate (Products)
- v. Confidentiality Breach - [REDACTED]
- vi. 3rd Party IP Infringement - [REDACTED]
- vii. Death or Personal Injury – [REDACTED] (where caused by CGI's negligence)

7.4.2 Subject to 7.4.1 (vii) above, the Contractor shall not be liable for:

- i. any anticipated savings; or
- ii. any consequential or indirect loss or damage however caused.

7.4.3 Each and every limit and exclusion in this Clause 7.4 has been negotiated and agreed for inclusion by the parties and is independent and severable from the other and if held unlawful or unenforceable that part shall be struck out and the remainder shall remain in effect.

8. PAYMENTS/RECEIPTS

DEFCON 513 (Edn.11/16) - Value Added Tax

DEFCON 522 (Edn.11/17) - Payment and Recovery of Sums Due

Note: In accordance with the Authority's guidance, the Authority shall issue written notice to the Contractor, notifying the basis of the claim and the amount due before taking recovery action under this Condition. If the Contractor fails to provide an adequate response within a reasonable period of time, the Authority shall take recovery action under DEFCON 522, although the Authority will not act unreasonably in doing so.

DEFCON 534 (Edn.06/17) - Subcontracting and Prompt Payment

DEFCON 649 (Edn.12/16) – Vesting

8.1 PAYMENTS AGAINST THE CONTRACT PRICE FOR ITEMS 1,2,3 AND 4 OF THE SCHEDULE OF REQUIREMENTS

8.1.1 The Authority shall, subject to the following provisions of this Condition, make to the Contractor payment against the price payable for Items 1,2,3 and 4 of the Schedule of Requirements ("payments") in accordance with the Milestone Payment Scheme set out in Annex H to the Contract.

8.1.2 The Contractor shall be entitled to payments to claim in accordance with this Clause 8.1 for each stage under the Milestone Payment Scheme, when:

8.1.2.1 The Contractor has completed all work comprised in the stage for which the payment is sought in accordance with Annex H to the Contract;

8.1.2.2 all previous stages have been completed, unless the parties expressly

agree otherwise; and

8.1.2.3 the Contractor has complied with contractual obligations that enable the Authority to monitor the Contractor's contractual performance, including but not limited to those obligations related to the provision of information to the Authority.

8.1.3 Payment of a payment by the Authority under this Clause 8.1 shall not, unless expressly stated to do so, constitute:

8.1.3.1. acceptance by the Authority of any contractual deliverable;

8.1.3.2. a representation by the Authority that the Contractor has complied with any contractual obligations; or

8.1.3.3 a waiver of the Authority's right to subsequently claim that the conditions for payment of that payment were not satisfied.

9. CONTRACT ADMINISTRATION

DEFCON 604 (Edn.06/14) - Progress Reports

Note: For the purposes of the Contract, the frequency of reports shall be quarterly.

DEFCON 609 (Edn.06/14) - Contractor's Records

DEFCON 625 (Edn.10/98) - Co-operation on Expiry of Contract

DEFCON 642 (Edn.06/14) - Progress Meetings

DEFCON 647 (Edn.09/13) - Financial Management Information

Note: The frequency of Financial Management Information reports referenced in DEFCON 647 shall be quarterly.

9.1. Progress Reports

9.1.1 For the purposes of Clause 1 of DEFCON 604 and Clause 2c of DEFCON 647, the frequency of reports shall be Quarterly in accordance with the Contractor's standard reporting format, combining progress and financial information where practicable into a single report to include the following information:

9.1.1.1 costs accrued under the Contract to inform the Authority's financial accrual process;

9.1.1.2 Review of Risks on joint risk register, and any agreed mitigation actions;

9.1.1.3 Performance of and progress against deliverables;

9.1.1.4 Status of GFA;

9.1.1.5 Commercial / Contractual issues;

9.1.1.6 Achievement against individual KPIs per period including progress towards such achievement; and per annum to facilitate the annual review of performance, including any proposals for KPI criteria adjustment;

9.1.1.7 Reporting for Earned Value Management systems;

9.1.1.8 Status of payments made, in progress, upcoming;

9.1.1.9 Update on previously recorded actions, as per an action tracker; and

9.1.1.10 Incentivisation Scheme.

9.1.2 The Contractor will deliver annual Interim Contract Reports (ICR) as defined

in section 27 of the Single Source Contract Regulation 2014.

9.2. Progress Meetings

9.2.1 For the purposes of Clause 1 of DEFCON 642, progress meetings shall be quarterly as defined in Paragraph 2.4 to Annex A to the Contract.

9.2.2 The Chairman of the meetings shall be the Authority's Project Manager or an authorised representative unless expressly stated otherwise in Annex A to the Contract.

9.2.3 The Contractor shall be responsible for issuing all calling notices for the meetings giving not less than 20 business days advance notice of the meeting date and detailing any information required from attendees. The Contractor shall prepare and issue an agenda to the Authority for agreement and in support of each quarterly meeting, not less than 5 business days prior to the meeting. Matters to be discussed in the Quarterly Progress Meeting should cover the areas identified for inclusion in the Progress Reports at Condition 9.1.1. The Contractor shall record minutes and produce report within 10 working days.

9.3. Contractor's Personnel

9.3.1 For the purpose of this Contract, the term "Contractor's Personnel" shall include all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel, in connection with the activities associated with the Contract, throughout the duration of the Contract.

9.3.2 Personnel employed under the Contract must have appropriate security clearances, qualifications and competence and in all reasonable respects be acceptable to the Authority.

9.3.3 For this Contract the primary interface representing the Authority will be the Artillery Systems Project Team and the contact points are detailed in APPENDIX TO CONTRACT Boxes 1 and 2.

9.3.4. The Contractor shall appoint a single point of contact responsible for the performance of this Contract and notify the Authority in writing.

9.4. Key Performance Indicators

9.4.1 The Contractor and the Authority agree that performance under the Contract shall be assessed against the Key Performance Indicators (KPIs) detailed at Annex G to the Contract.

9.4.2 There are a maximum of five (5) KPIs capable of measurement, which shall be calculated as per the measurement criteria outlined in Annex G on a quarterly basis.

9.4.3 Where an instance relating to any of the KPIs cannot be progressed due to a need for information or authorisation from the Authority, such waiting time (from the date of Contractor request until the date of receipt of the information or authorisation) will be discounted from the KPI measure. All claims by the Contractor for alleviation against KPI performance shall be made in the quarterly report and shall be made with supporting evidence.

9.4.4 The Authority may annually review and if necessary adjust KPI measures, subject to agreement within 20 working days, at no additional cost to the Authority.

9.5. Earned Value Management

9.5.1 The Contractor shall develop, deliver and update as needed over the term of the contract, an Earned Value Management Plan (EVMP) Level [REDACTED] in accordance with the requirements stated in Annex P for Line Items 1, 2, 3 and 4 of the Schedule of Requirement to the Contract.

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: [REDACTED]
Address: Artillery Systems, ELM 3A #4325, Abbey Wood, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

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

Name: [REDACTED]

Address: Artillery Systems, ELM 3A #4325, Abbey Wood, BS34 8JH

Email: [REDACTED]

☎ [REDACTED]

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

☎

4. (a) Supply/Support Management Branch or Order Manager
Branch/Name: Project Manager (as Box 2)

(b) U.I.N. P2653B

5. Drawings/Specifications are available from:

Project Manager (as Box 2)

6. Intentionally Left Blank**7. Quality Assurance Representative:**

Project Manager (as Box 2)

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

See Condition 3.2

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

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

9. Consignment Instructions:

The items are to be consigned as follows:

See Schedule of Requirement

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

11. The Invoice Paying Authority:

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site

Lower Arncott

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

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

NOTES

* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>