APPENDIX 2 TO SCHEDULE 1

CONFIDENTIALITY UNDERTAKING

You have been assigned to carry out Work under Tasking Order No. 707927450

In addition to your normal obligations with respect to UK security arrangements, you must be aware that you may be exposed to commercially sensitive information while operating on the Authority's premises. It is imperative that you appreciate the implications of this.

In particular:

Signed

You must not copy or reproduce any document or information which is not publicly available and which has been obtained from the MOD for use in connection with the Tasking Order.

You must not discuss the details of your work with anybody who has not been assigned to perform Work under the Tasking Order, or to those so assigned except on a 'need to know' basis, or to a third party except when so directed by the MOD Project Manager.

When the Tasking Order is completed, you must return all relevant documents to the MOD Project Manager.

on behalf of the Secretary of State for Defence – MOD Defence Digital
Position: Senior Commercial Officer
Date: 12 th May 2023
I understand and agree to abide by the above conditions:
Signed (Employee)
Date

APPENDIX 3 TO SCHEDULE 1 (Paragraph 17 of Schedule 2 to this Schedule 8)

MONTREAL PROTOCOL SUBSTANCES

Montreal Protocol Substances

CFCs

Production of controlled CFCs has stopped.

CFC-11

(trichlorofluoromethane)

CFC-211

CFC-12 (dichlorodifluoromethane) CFC-13	CFC-212 CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane) CFC-114 (dichlorotetrafluoroethane) CFC-115 (chloropentafluoroethane)	CFC-216 CFC-216

The above substances are also used in blends: e.g. CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

Halons

Production of controlled Halons has stopped.

Halon-1211

(bromochlorodifluoromethane-BCF)

Halon-1301 (bromotrifluoromethane – BTM)

Halon-2402

HBFCs

No production after 31 Dec 1995

 $\begin{array}{c} CHFBr_2 \\ C_2H_2F_2Br_2 \end{array}$

 $C_3HF_4Br_3 \qquad \qquad C_3H_3F_2Br_3$

$C_2HF_3Br_2$	C₃HFBr ₆	$C_3H_2F_4Br_2$	$C_3H_5FBr_2$
C_2HF_4Br	$C_3HF_2Br_5$	$C_3H_2F_5Br$	$C_3H_5F_2Br$
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs

Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21 HCFC-141			
HCFC-225ca			
HCFC-243			
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCI₄) - Production has stopped

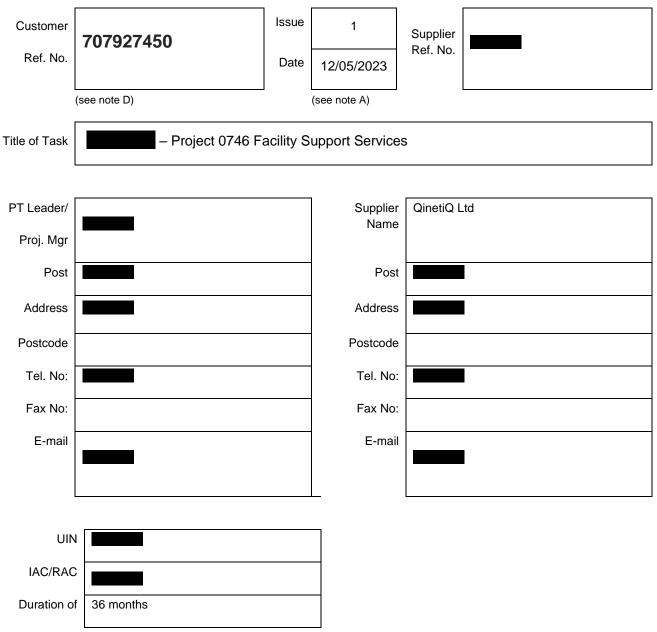
1, 1, 1 – TRICHLOROETHANE ($C_2H_3CI_3$) – No production after 1/12/95

METHYL BROMIDE (CH₃Br) - Production limits apply

SCHEDULE 2 to TASKING ARRANGEMENT (CB/ft/2)

TASKING ORDER FORM

FINALTasking Identification



1 Work to be carried out

The work described in the specification attached to **FINAL**Tasking Order number **CONTRACT NUMBER 707927450**, dated 12th May 2023 (Supplier Reference and an an all listed at Annex A to this Tasking Order form, is ordered for the duration given above.

Order conditions

All Conditions of the Tasking Arrangement including all Paragraphs forming part of Schedules 1 and 2 of Schedule 8 (Tasking Arrangement) (CB/FT/2) will apply as supplemented by the choice of terms below:

General Conditions –	select as appropriate	
DEFCON 514 – Material Breach	DEFCON 514A – Failure Of Performance Under Research and Development Contracts	
DEFCON 603 – Aircraft Integration & Clearance Procedure	DEFCON 624 – Use of Asbestos	
Special Indemnity Conditions – select as appropriate	<u>Other</u>	
DEFCON 638 – Flights Liability & Indemnity ¹	DEFCON 76 – Contractor Personnel at Government Establishments	
DEFCON 661A – War Risk Indemnity – Alternative Version	DEFCON 531 – Disclosure of Information DEFCON 532B – Protection of Personal Data where Data is being processed on	
DEFCON 659A – Security Measures	behalf of the Authority DEFCON 620 – Contract Change Control	
DEFCON 684 - Limitation Upon Claims in Respect of Aviation Products ²	Procedure DEFCON 658 - Cyber DEFCON 660 – Official-Sensitive Security Requirments	
Pricing Conditions Required – se	lect appropriate method of pricing	
Priced at Outset or To Be Agreed	At Outset To Be Agreed	
Firm Price (less than £250,000): DEFCON 127	Firm	

¹ Note that DEFCON 638 and 684, where selected, is supplemental to the provisions of Clause 28 (Aviation) of the main body of this Agreement.

² See footnote 1.

Pricing Conditions Required – select appropriate method of pricing					
Firm/Fixed Price if estimated costs less than or equal to £5M: DEFCON 643					
	ted Price if estimated costs GREATER than one £5M: DEFCON 643	r Firm		Fixed	
DEFCO	N 695 – Interim Summary Cost Statement (tick	if applicable)			
Target C	Cost Incentive Fee – DEFCON 643, 653				
	N 643 limited to the pricing of firm/fixed price eleng of firm/fixed price non-competitive sub-contraction)				
	Pricing Conditions Required – se	lect appropriate meth	nod of pricing		
	800 Series – Select as appropriate (EITHER Sin placed through this Tasking Arrangement will be				
Contract	DEFCON 800 - Qualifying Defence Contract ((QDC)	Notes:		
Defence Cc	DEFCON 802 – QDC: Open Book on Sub-Conthat are not Qualifying Sub-Contracts	ntracts			
	DEFCON 803 – QDC: Disapplication of Prote against Excessive Profits and Losses (PEPL				
Qualifying (QDC)	DEFCON 804 – QDC: Confidentiality of Singl Contract Regulations Information	e Source			
ct	DEFCON 811 – Single Source: Profit and Los Sharing on Firm / Fixed Price Contracts	SS	Notes:		
Source C	DEFCON 812 - Single Source Open Book				
Single S	DEFCON 814 – Single Source Confidentiality Book and Reporting Information	of Open			
Non-QDC Single Source Contra	DEFCON 815 - Single Source Non-qualifying Contracts - Contract Pricing Statement				
Payment Terms – select as appropriate					
	On completion	Milestone Deliv	ery* (Limit of Liability))	

DEFCON 35 - Progress Payments *			
For the purpose of Clause 1(b) of DEFCON 35 the total amount Limitation of Liability for each Task and for Clauses 2 and 7 of D			
DEFCON 649 – Vesting			
(applicable to Tasks with deliverables where provision completion)	has been made for payments in advance of		
Progress Reports required (Clause 3)			
(if ticked, progress reports must utilise DRIC Specification 1000)			
Intellectual Property Rights select as appropriate			
DEFCON 703	DEFCON 705		
DEFCON 632			
Other: please specify; (For any Tasks which the Authority the Authority shall contact the Defence Intellectual Prope commencement of a task)			

Other DEFCONS – select all applicable			
DEFCON 23 - Special Jigs, Tooling	and Test Equipment		
DEFCON 611 - Issued Property (List	Issued Property and attach to Tasking Form)	\square	
NOTE: Removal and/or disposal of any	CFX issued is the responsibility of the Tasking Order customer.		
Payment of Customs Duty	- DEFCON 619A - Customs Duty Drawback		
– select one box only	 Issue of Certificate in accordance with EU (Council) Regulation 150/2003 		
Transport	 DEFCON 621A – Transport (if the Authority is responsible for Transport) 		
- select one box only	 DEFCON 621B – Transport (if the Contractor is responsible for Transport) 		
Issue of Controlled Information subj	ect to Schedule 1, Clause 20 Select if applicable		
Personnel (Clause 9)	Yes No		
(if yes, attach LD Clause (including damage Clause). Give reference details below if available.	es due in the event of failure in performance) and the appropriate force majeu ailable/appropriate:	re	
Quality Management			
, -	etain a contificate d Overlite Management Overtage (OMO) that goeste		
•	ntain a certificated Quality Management System (QMS) that meets 001:2008–Quality Management Systems-Requirements		
Standard Quality Assurance Contract	ctual Requirements Checklist		
According to the product or scope of the meet the requirements of the following:	ne work to be carried out, when stipulated in the Task, the Contractor	shall	
Prima	ry Quality Assurance Standards (one only)		
	Assurance Requirements for Design, Development and Production Requirement for a Certificate of Conformity		
AQAP 2120 Edition 3 NATO Quality A Assurance - Requirement for a Certific	Assurance Requirements for Production and DEFCON 627 Quality ate of Conformity		

AQAP 2130 Edition 3 NATO Quality Assurance Requirements for Inspection and Test and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	
AQAP 2131 Edition 2 NATO Quality Assurance Requirements for Final Inspection and DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity	
No specific Quality Management System requirements are defined.	
This does not relieve the Supplier of providing conforming products under this contract. Access to Contractors/subcontractors premises shall be provided in accordance with DEFCON 608 Access and Facilities to be Provided by the Contractor.	
Certificate of Conformity shall be provided in accordance with DEFCON 627 Quality Assurance - Requirement for a Certificate of Conformity.	
Other Quality Assurance Contractual Standards (Select as applicable)	
AQAP 2210 Edition 1 NATO Supplementary Software Quality Assurance Requirements to AQAP 2110	
DEFCON 602A – Quality Assurance (Deliverable Quality Plan) and AQAP 2105 NATO Requirements for Deliverable Quality Plans Edition 2	
DEFCON 602B Quality Assurance (Without Deliverable Quality Plan)	
DEFCON 609 – Contractor's Records	
DEF Stan 05-100 Ministry of Defence Requirements for Aircraft Flight and Ground Running Issue 5	
DEF Stan 05-57 Configuration Management of Defence Materiel Issue 6	
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 1: Concessions Issue 6	
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 4: Contractor Working Parties Issue 3	
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 8: Movement and Storage of Ordnance, Munitions and Explosives (OME) under "Red Card" Conditions Issue 3	
DEF Stan 05-61 Quality Assurance Procedural Requirements Part 9: Independent Safety Requirements for Safety Critical Items Issue 4	

DEF Stan 05-61 Quality Assurance Procedural Requirements Part 18: Aircraft and Munitions Parachutes and Parachute Assemblies, Harnesses and Personnel Restraint Harnesses for Use in Aircraft Issue 2	
DEF Stan 05-135 Avoidance of Counterfeit Materiel Issue 2	
Informative Quality Assurance Standards (Select as applicable)	
AQAP 2009 Edition 3 NATO Guidance on the use of the AQAP 2000 series.	
AQAP 2070 Edition 2 NATO Mutual Government Quality Assurance (GQA) Process.	
ISO 25051: 2008 Software Engineering - Software Product Quality Requirements and Evaluation (SQuaRE)	

The edition and all amendments to the above referenced requirements current at the date of tender or contract/order shall pertain, as shall the DEFCON editions identified in the Tasking Arrangement including Schedule 1 (Terms of Tasking Order) unless a specific edition is indicated.

Dates for the commencement and completion of the Work

Commencement Date	Delivery/Completion Date
15 th May 2023 (to cover work from 1 st April 2023)	31 st March 2026

The Tasking Order customer is responsible for any Travel and Subsistence costs associated with the Task, and all Security Clearance sponsorship/costs of the Contractors personnel required under this Task, unless the contrary has been agreed under the Tasking Order.

[NOTE TO COMMERCIAL OFFICER: Do not complete the remainder of this Tasking Order Form (i.e., from Paragraph 4 to the end of Appendix 2) for DRAFT Tasking Orders. It only needs to be completed for a FINAL Tasking Order or where an amendment has been made to the Tasking Order.]

Price Breakdown

The following deliverable(s) have been selected as significant events in the programme attracting payment to the value shown, on the date(s) given below:

Reference No:	Stage No	Title or description	Value £k (ex VAT)
	ÄLL	 Deliver QinetiQ Project Management to support the function Deliver Technical Operatives to support planned/Reactive Maintenance Sub-Contractors to provide Specialist Systems Planned/Reactive maintenance N.B All of the above to be delivered in accordance with the URD and Maintenance Support Plan 	
	1	Planned Maintenance Site Building	
	2	Planned Maintenance Container	
	3	Reactive Maintenance	
	4	QinetiQ Manpower	
	5	QinetiQ Travel & Subsistence	
	6	Contingency	
	7	Electricity	
	8	QinetiQ Fee @ 7.422%	

NOTES

- An estimate of the cost of works has been generated in order to inform the Limit of Liability figure. Should QinetiQ become aware that the Limit of Liability will be exceeded QinetiQ reserve the right to request an uplift subject to Authority approval/Contract Amendment.
- 2. Part 7.3 of the Offer Letter (Exclusions) refers to 'works do not include the planned and reactive maintenance nor operation of the capability. The Authority understands that this refers to current infrastructure and utilities and not to technical infrastructure to be installed. If this understanding is correct, the exclusion is accepted, if it is not QinetiQ will need to confirm.

Record of Authorised Changes

Change Issue No.	Date of Issue	Comments / Reason for change

[See Note A]

Level of permitted commitment

Total Agreed Price - £k (ex VAT)			
Year	2023/24	2024/25	2025/26
Commitment (estimated) £k (ex VAT)			

The level of permitted commitment given in the table above is the maximum amount of accrued costs which the Supplier may recover in any one year, under the cover of this order.

Authorisation

Name	Position	Signature:	Date
	Senior Commercial Officer		12/05/2023

Acknowledgement of order (by Supplier)

Name	Position	Signature:	Date
	Senior Commercial Manager		20/06/2023

[See Note B]

Notes

- (A) The date and issue number must be raised incrementally whenever the order is reissued; additionally the "Record of Authorised Changes" section should be completed as appropriate.
- (B) The Contractor must return a signed copy to the Authority within 10 Business Days in acknowledgement of receipt of the Tasking Order placed with it by the Authority under the Tasking Arrangement.
- (C) CB/FT/2' and 'LTPA' should be entered into the 'Customer Reference Number' box on the front page of the Tasking Order Form, followed by a unique tasking reference.

APPENDIX 1 TO TASKING ORDER FORM:

EQUALITY OF INFORMATION – PRICING STATEMENT AND REMEDY LIMITATION

Where a Pricing Statement is required under the provisions of DEFCON 643 as amended by the following, the parties shall enter into the following confirmation, completed as appropriate:

Equality of Information – Pricing Statement

Contract Tasking Order No. CONTRACT NUMBER 707927450

- 1. The Contractor and the Authority each confirms that the negotiations leading to the agreement as at 12th May 2023 of price(s) as recorded at Annex A to this Statement were conducted in accordance with the Contractor's obligations under this Agreement.
- 2. The Contractor and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in Annex B to this Statement.
- **3.** The Contractor confirms that in estimating the costs on which the price(s) recorded at <u>Annex A</u> to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs dated **12**th **May 2023** except as explained in <u>Annex B</u> to this Statement.
- **4.** The Authority and the Contractor shall each maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in Paragraph 1 above. Information will not be disclosed to others without the written authority of the owner.
- **5.** The agreement of price(s) set out in this Statement does not constitute any representation by either party to the other or oblige either party to contract with the other.

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out or referenced in Annex B to this Statement between the time of price agreement and the date of signature below.

Signed	Signed:
Name	Name:
Position	Position: Senior Commercial Officer
QinetiQ Ltd	Authority: Ministry of Defence – Defence Digital for the Secretary of State for Defence
Date	Date: 12 th May 2023

Annex A to Equality of Information Pricing Statement dated 12th May 2023 in respect of Task No. 707927450

Prices
Item No
Qty
Price

Price Breakdowns may be inserted for future use if agreed.

Please see Offer Letter and Annex B (Limit of Liability Cost Estimate). Also provided as a separate document.

Annex B to Equality of Information Pricing Statement dated 12th May 2023 in respect of Task No. 707927450

Facts and Pricing Assumptions

For contracts worth more than £1M the pricing statement will record an appropriate selection of the facts and pricing assumptions which are listed at (a) and (b) below.

a). The following elements are as stated in the draft Tasking Order and proposal unless annotated otherwise. (Reference of relevant correspondence should be given where appropriate):				
Contract terms, including payment arrangements				
Contract Schedule				
Contract Specification(s)				
Statement of Work				
Drawing Build Standard (where it exists)				
Inspection and Testing Plan				
Acceptance criteria				
Delivery rate and/or period(s)				
Warranty period				
VOP				
Manufacturing programme, plant and processes				
GFX and / or CFX				
Special to type tooling, test equipment, jigs & etc.				
b). Major areas of agreement should be recorded in this section for future reference				
Materials, bought out parts, sub-contracted work, inter-Unit activity				

Direct Labour (man hours and wage rates)

Basis of the estimating allowances including learner, factors and models used, including economic and currency factors.

Indirect Costs (overhead rates used)

Basis of forward load anticipated over contract period including details of related MOD programmes

Exceptions from the currently agreed QMAC

Exclusions, proprietary prices, elements of the price(s) established by competition or market prices, etc

Other Costs, special jigs, test equipment, etc

Contingencies/Unallocated (i.e. final negotiating lump sum)

Other estimating uncertainties on both sides

Profit Allowance (i.e. estimated forward CP:CE ratios)

APPENDIX 2 TO TASKING ORDER FORM:

Statement of Requirement Template

STATEMENT OF REQUIREMENT

Contract Number: 707927450	Issue Number & Date: Issue 1, Dated 12th May 2023		
Project Title: Project 0746 – Facility Support Services			
Requirement:			
Deliverables (Duties for the purpose of KPI	8):		
GFX (to be provided by the Authority):			
N/A			
CFX (to be provided by the Customer):			
N/A			
Equipment or asset arrangements:			
Any requirements for the management of IT	TAR materials within the requirement: N/A		
Dependencies:			
Specific capabilities of range or personnel required (if applicable):			
Relevant Acceptance Criterion			
Critical date for completion of work:			
APPENDIX 3 TO TASKING OPDER FORM			

APPENDIX 3 TO TASKING ORDER FORM

Example of cost breakdown detail

Manpower

Facilities

Facility	Rate	Quantity	Total

Official Sensitive Commercial (when completed) T&S Quantity Item Rate **Total** Hire Car Petrol Mileage Overnight Accommodation Meals Flights Personnel **Cost Centre Global Grade Hourly Rate** Number **Total** Hours Materials Item Quantity Total Cost **Subcontractor Costs** Total **Subcontractor**

Other Costs

Item	Cost	Quantity	Total

SCHEDULE 3 TO THE TASKING ARRANGEMENT

GENERAL INFORMATION FORM

DEFFORM 111 (Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer	8. Public Accounting Authority
Name: Address:	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
Email:	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
	2 44 (0) 161 233 5394
2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)	9. Consignment Instructions
Name:	The items are to be consigned as follows:
Address:	
Email:	
3. Packaging Design Authority	10. Transport. The appropriate Ministry of Defence Transport Offices are:
Organisation & point of contact:	A. <u>DSCOM</u> , DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH
(Where no address is shown please contact the Project Team	Air Freight Centre
in Box 2)	IMPORTS 2 030 679 81113 / 81114 Fax 0117 913 8943
	EXPORTS 2 030 679 81113 / 81114 Fax 0117 913 8943
	Surface Freight Centre
	IMPORTS \$\approx 030 679 81129 / 81133 / 81138 Fax 0117 913 8946
	EXPORTS 2 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

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

Branch/Name:

~

(b) U.I.N.

B. JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

5. Drawings/Specifications are available from

Defence Digital + The Maintenance Support Plan (Issued at 'S')

11. The Invoice Paying Authority

Ministry of Defence 20151-242-2000

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

6. Intentionally Blank

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

7. Quality Assurance Representative:

Phil Hopkinson

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

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

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 4 TO THE TASKING ARRANGEMENT

MODIFICATIONS TO GOVERNMENT PUBLICATIONS

For the purposes of this Arrangement, the terms of the following Government Publications, shall be deemed to have been amended in the manner set out in this Schedule, namely:

- DEFCONS incorporated by Condition 3 of the Enabling Arrangement into the main body of this Arrangement shall be construed so that references in a DEFCON to a contract shall denote this Arrangement.
- 2 DEFCONS incorporated into Schedule 1 by Condition 2 of Schedule 1 shall be construed so that references in a DEFCON to a contract shall denote the Task.
- 3 Condition 2 of DEFCON 625 shall be deemed to be amended so as to read:

"The Authority and the Contractor shall agree a fair and reasonable price for satisfying the provisions of this Condition, and payment of such price shall be made within 30 days of the production of an appropriate invoice by the relevant party."