



**International Guns, Missiles and Rockets Team**  
**Contract No. 711402450**  
**For: Tesla T518D MPU Battery Support Solution**

<b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b>	<b>And Tesla Industries Inc.</b>
<b>Team Name and address:</b> International Guns, Missiles and Rockets DT #4110 Fir 1A NH4 MOD Abbey Wood (South) Bristol BS34 8JH	<b>Contractor Name and address:</b> 101 Centerpoint Blvd. New Castle, DE 19720 USA

**1 Definitions - In the Contract:**

**Articles** means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

**Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

**Effective Date of Contract** means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

**Firm Price** means a price excluding Value Added Tax (VAT) which is not subject to variation;

**Government Furnished Assets (GFA)** is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Issued Property** means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legislation** means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

**Mixture** means a mixture or solution composed of two or more substances;

**Notices** means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**PPT** means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

**PPT Legislation** means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

**Plastic Packaging Component(s)** shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

**Sensitive Information** means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Substance** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

**2 General**

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
  - (1) the terms and conditions;
  - (2) the schedules; and
  - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

**5 Transparency**

- a. Notwithstanding another condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency 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 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 in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency 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.
- c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. 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 FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
  - (2) taking into account the Sensitive Information set out in Schedule 4, 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.

**6 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 the Contract;
    - (4) marked with the number of the Contract; and
    - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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.

**7 Intellectual Property**

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. 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.

**Notification of Intellectual Property Rights (IPR) Restrictions**

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
  - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
  - (2) DEFCON 90 - including copyright material supplied under clause 5;
  - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

**8 Supply of Contractor Deliverables and Quality Assurance**

- a. This Contract comes into effect on the Effective Date of Contract.

- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

## **9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables**

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
  - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
  - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
  - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1 % w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
  - (1) 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/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
  - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), 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.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
  - (1) activity; and
  - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed. g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (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 18.
- h. 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.

## **10 Delivery / Collection**

- a. The Contract 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. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## **11 Marking of Contractor Deliverables**

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or 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 the 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 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## **12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)**

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

### 13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
  - (1) confirmation of the tax status of any Plastic Packaging Component;
  - (2) documents to confirm that PPT has been properly accounted for;
  - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
  - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

### 14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

### 15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b 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 15a, 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 15b 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 15c 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 this 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.

### 16 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 16.a the dispute shall be referred to arbitration and 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 it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

**17 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or 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;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. 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 committing the prohibited act;
  - (2) give 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 its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**18 Material Breach**

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. Where the Authority has terminated the Contract under Clause 18 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.

**19 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

**20 Limitation of Contractor's Liability**

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to REDACTED.
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
  - (1) for:
    - (a) any liquidated damages (to the extent expressly provided for under this Contract);
    - (b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
    - (c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
    - (d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
  - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
  - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
  - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
  - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
  - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
  - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

DEFCON 16 (Edn 06/21)	Repair and Maintenance Information
DEFCON 21 (Edn 06/21)	Retention of Records
DEFCON 90 (Edn 06/21)	Copyright
DEFCON 129J SC1 (Edn 06/17)	The Use of the Electronic Business Delivery Form
DEFCON 503 SC1 (Edn 06/22)	Formal Amendments to the Contract
DEFCON 524A SC1 (Edn 12/22)	Counterfeit Material

DEFCON 528 (Edn 10/23)	Import and Export Licences
DEFCON 531 SC1 (Edn 09/21)	Disclosure of Information
DEFCON 532A SC1 (Edn 05/22)	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 538 (Edn 06/02)	Severability
DEFCON 540 SC1 (Edn 05/23)	Conflicts of Interest
DEFCON 566 (Edn 04/24)	Change of Control of Contractor
DEFCON 601 SC (Edn 03/15)	Redundant Material
DEFCON 602B (Edn 12/06)	Quality Assurance (Without Quality Plan)
DEFCON 606 SC1 (Edn 07/21)	Change and Configuration Control Procedure
DEFCON 609 SC1 (Edn 08/18)	Contractor's Records
DEFCON 611 SC1 (Edn 12/22)	Issued Property
DEFCON 620 SC1 (Edn 06/22)	Contract Change Control Procedure
DEFCON 627 SC1 (Edn 04/24)	Requirement for a Certificate of Conformity
DEFCON 637 (Edn 05/17)	Defect Investigation and Liability
DEFCON 646 (Edn 10/98)	Law and Jurisdiction (Foreign Suppliers)
DEFCON 656A (Edn 08/16)	Termination for Convenience
DEFCON 658 SC1 (Edn 10/22)	Cyber <b>Note 1:</b> DEFCON 658 the Cyber Risk Profile of the contract is very low (RAR – 240423A03), as defined in Def Stan 05-138. <b>Note 2:</b> Due to non-compliance with Cyber Essentials see Cyber Implementation Plan (CIP) at Schedule 8 signed by Tesla Industries Inc.
DEFCON 694 SC1 (Edn 07/21)	Accounting for Property of the Authority

## 22 The special conditions that apply to this Contract are:

### 22.1 Articles Considered Beyond Economical Repair (BER)

- a. An Article is deemed Beyond Economical Repair (BER) when the repair costs exceed 85% of the estimated replacement costs.
- b. If an Article is deemed BER then the Authority shall issue instructions to the Contractor to carry out the following:
  - (1) Proceed with the repair;
  - (2) Complete disposal of the Article as scrap or otherwise to the best advantage to the Authority; or
  - (3) Return the Article to the Authority or other destination stipulated in the Contract as directed by the APM.

### 22.2 Safety and Environmental Management

The Contractor shall provide and maintain Safety, Health and Environmental Management Systems that shall meet the requirements of ISO 14001:2015 (Environmental Management Systems) and DEFSTAN 00-056 (Safety Management Requirements). These systems shall use appropriate risk management processes to identify the hazards associated with its operations and products and establish controls to ensure, so far as is reasonably practical, the safety of its operations and products. Based upon suitable and sufficient risk assessments the Contractor, shall so far as reasonably practicable minimise the risks to the health, safety and welfare of its employees, make the least possible demands upon the environment and provide such information, instruction, training and supervision as is necessary for the task.

### 22.3 Delivery and Transportation

- a. Articles shall be delivered in accordance with INCOTERMS 2020:
  - (1) Delivered at Place (DAP) – the Authority is responsible for arranging carriage and export clearance to the Supplier's premises for items to be Surveyed / Repaired.
  - (2) Delivered at Place (DAP) – the Contractor is responsible for arranging carriage, export clearance, and for delivering the repaired articles back to the Authority ready for unloading at the named place. The Authority is responsible for import clearance. The named place is the Authority's premises:

Trade Receipts AIR  
CA060A  
DSDC Donnington  
Building BS  
Telford SHR  
TF2 8JT  
United Kingdom

unless an alternative UK site is requested.

- (3) The Contractor shall (or procure that any of its subcontractors shall) comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 June 2019) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all Articles which are:

(i) supplied by the Contractor or any of its subcontractors under this Contract; and

(ii) which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract.

## **23 The processes that apply to this Contract are:**

### **Repairs Process**

1. The Authority will raise the appropriate Contracting, Purchasing & Finance (CP&F) Order, the Contractor will confirm receipt of CP&F Order within 10 business days.
2. Once acknowledgement has been received, the Authority will arrange dispatch of articles for repair.
3. On receipt of the necessary items, the contractor must notify the Authority's Supply Chain Manager (SCM) within 5 business days.
4. For repair items, a survey of the article(s) must be carried out within 20 (twenty) business days and in accordance with the FIRM Survey price in accordance with Schedule 6.
5. The Survey shall consist of a strip, clean and inspection of the article and should determine whether any article is deemed repairable or Beyond Economical Repair (BER).
6. The Contractor shall produce a written Survey Report and FIRM Priced Quotation (if not BER) and send to the SCM and Authority's Commercial Officer (ACO) via email. If the Contractor considers the item to be BER (in accordance with Condition 22.1) then they are to contact the SCM and await further instructions. No repair work shall be undertaken by the Contractor until such time the FIRM price has been agreed by the Authority and the Purchase Order has been raised on CP&F.
7. The written Survey Report and Firm Priced Repair Quotation shall include, but not limited to, a full price breakdown including labour hours (as per Schedule 6), materials, packaging and return transportation.
8. No repair work shall be undertaken by the Contractor until such time the FIRM price has been agreed by the Authority and the Purchase Order has been raised on CP&F.
9. If the Authority chooses not to proceed with the repair, the Authority's SCM will notify the Contractor of the Authority's decision and will provide further instructions on how to proceed.
10. Articles shall be repaired within the agreed timescales specified in the CP&F Order, if articles cannot be repaired within the agreed timescales, the Contractor shall immediately notify the Authority's SCM stating the reasons for the delay(s) and provide a revised completion date.
11. The Contractor shall be responsible for ensuring that the articles are repaired to the build standards.



Contract 711402450 for the Provision of Tesla T518D MPU Battery Support Solution

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

For and on behalf of Tesla Industries Inc.

Name, Title and Company Position	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	
Signature	
Date	

## **Schedule 1 – Additional Definitions of Contract**

Not Used.

## Schedule 2 – Schedule of Requirements

MINISTRY OF DEFENCE		
<b>Name and Address of Contractor</b>  Tesla Industries Inc. 101 CenterPoint Blvd. New Castle, DE 19720 USA	<b>Schedule of Requirements</b>  <b>for</b>  Provision of Tesla T518D MPU Battery Support Solution	<b>Contract No.</b>  711402450
<b>Item No.</b>	<b>Description</b>	<b>Total FIRM Price (\$ excl. VAT)</b>
1	Provision of Survey and Repair of T518D MPU Batteries in accordance with the Statement of Work at Annex A to Schedule 2 and Condition 23	REDACTED

\* The Authority shall pay a consideration of REDACTED on Contract Award to the Contractor to legally bind the Contract

## Annex A to Schedule 2 – Statement of Work

### Statement of Work - Tesla T158D MPU-24 Support Solution

#### 1. Background

- a. The Tesla T158D MPU-24 (NSN 6140 01 546 7470) is essential to the operation of the M134DC Minigun system and powers the weapon system whilst being fitted on the Chinook Aircraft.
- b. This Statement of Work (SoW) defines the Contractor's responsibilities for the provision of support for the Tesla Micro Power Unit (MPU) within a repair contract.

#### 2. Description of work

- a. The Contractor shall undertake Survey and Repairs of the existing Authority owned MPUs in accordance with the below table and Terms and Conditions of Contract No. 711402450:

Item No	NATO Stock Number	Part No / Drawing No	Specification
1	6130-01-546-7470	T158D	Survey of Tesla MPUs
2	6130-01-546-7470	T158D	Repair of Tesla MPUs

- b. The Contractor will repair the Authority's T158D MPUs for the duration of the contract, to the agreed specification, maintaining the same part number & NSN for the repaired article.

#### 1. Transportation

- a. The Authority will be responsible for the outbound delivery of the unserviceable articles and all the costs associated with the UK to the USA transportation.
- b. The Contractor will be responsible for arranging the return delivery. The costs associated with the USA to UK transportation must be included with the return of the repair quotation, as either an accurate cost, or a maximum value. No transportation costs will be authorised until a CP&F Order has been raised by the Authority.

#### 2. Technical Support

- a. The Contractor shall provide (within reasonable timescales) technical advice, information, and support upon request, for any aspect of the Tesla MPU that the Contractor can reasonably be expected to have ready access to (outside of those already covered in this SoW), such as:
  - 2.a.1. Storage and Maintenance Procedures
  - 2.a.2. Reports (including sharing feedback or safety concerns from other users)
  - 2.a.3. Specifications
  - 2.a.4. Records
  - 2.a.5. Answers to technical queries
  - 2.a.6. Description of product and other material

## Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: Date 3/12/2024 – 2/12/2029</p> <p>The Contract expiry date shall be: Five (5) years from Contract Award</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail: Yes.</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: REDACTED, MOD Abbey Wood (South), Bristol, BS34 8JH (as per Annex A to Schedule 3 (DEFFORM 111)).</p> <p>Contractor: Tesla Industries Inc.</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract? No.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>The Contractor shall maintain the quality of the Tesla MPU, as is in-service with the Authority and in accordance with MAA RAs/other relevant industry standards; AQAP 2110 Ed D version 1.</p> <p>Other Quality Assurance Requirements:</p> <p>DEFSTAN 05-061 Part 1: Concessions Issue 7.</p> <p>DEFSTAN 05-135 Avoidance of Counterfeit Material Issue 2.</p> <p>DEFON 602B – Quality Assurance (Without Deliverable Quality Plan).</p> <p>For guidance on the application and interpretation on AQAPs, use AQAP 2209 Edition 3 NATO Guidance on the use of AQAP series.</p> <p>Where GQA is to be performed against this contract it will be in accordance with AQAP 2070 Edition 2 NATO Mutual Government Quality Assurance (GQA) Process.</p> <p>The Contractor is not required to provide a Supplier Deliverable Quality Plan (DQP).</p>

<b>Clause 9 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables</b>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture and Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to The Authority's Representative (Commercial) by the following date: Within 30 days of Contract Award.</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p style="padding-left: 40px;">Hazardous Stores Information System (HSIS)</p> <p style="padding-left: 40px;">Spruce 2C, #1260,</p> <p style="padding-left: 40px;">MOD Abbey Wood (South)</p> <p style="padding-left: 40px;">Bristol BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p style="padding-left: 40px;"><a href="mailto:DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk">DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</a></p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be: Delivered by the Contractor</p> <p>Special Instructions: Clause 22.5 refers.</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p>
<b>Clause 14 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings: N/A</p>
<b>Clause 14 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports: N/A</p>

## Annex A to Schedule 3 – DEFFORM 111 Addressed and Other Information

### 1. Commercial Officer

Name: REDACTED  
Address: MOD Abbey Wood (South), Bristol, BS34 8JH  
Email: REDACTED

### 2. Project Manager, Equipment Support Manager or PT Leader

Name: REDACTED  
Address: MOD Abbey Wood (South), Bristol, BS34 8JH  
Email: REDACTED

### 3. Packaging Design Authority

Please contact the Project Manager.

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

Branch/Name: REDACTED  
Address: MOD Abbey Wood (South), Bristol, BS34 8JH  
Email: REDACTED

### 5. Drawings/Specifications

Please contact the Project Manager.

### 6. Intentionally Blank

### 7. Quality Assurance Representative:

Please contact the Project Manager.  
AQAPS and DEFSTANs 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. Public Accounting Authority

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).  
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

Please contact the Project Manager.

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

A. DSCOM. DSCOM, MOD Abbey Wood, NH3 Cedar 3C #3351, Bristol, BS34 8JH.  
Air Freight Centre: Imports/ Exports: (030 679 81113 / 81114).  
Surface Freight Centre: Imports/ Exports (030 679 81129 / 81133 / 81138).  
B. JSCS. JSCS Helpdesk No. 01869 256052 (select Option 2, then Option 3).  
Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

### 11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL (0151 242 2000).  
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 Arcott, Bicester, OX25 1LP (Tel. 01869 256197).  
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 4 - Contractor's Sensitive Information (i.a.w. Clause 5)

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: <b>711402450</b>
Description of Contractor's Sensitive Information: <b>Email correspondence, Technical/Schematic Drawings, manuals, Safety Data Sheets, Pricing, Financial, Banking, and Operational information.</b>
Cross Reference(s) to location of Sensitive Information: <b>Teslaind.com, Emails, and Invoicing.</b>
Explanation of Sensitivity: <b>Could contain proprietary information of verifying degrees.</b>
Details of potential harm resulting from disclosure: <b>Infringement on patents and trademarks.</b>
Period of Confidence (if applicable): <b>Contract life</b>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: REDACTED</p> <p>Position: REDACTED</p> <p>Address: 101 Centerpoint Blvd. New Castle, Delaware, 19720, USA</p> <p>Telephone Number: REDACTED</p> <p>Email Address: REDACTED</p>



## Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7)

### PART A – Notification of IPR Restrictions

1.	<u>Contract Number</u>	711402450		
2. ID #	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	Nil return.			
2				
3				
4				
5				
6				

\* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article. (Please see the DEFFORM 711 Completion Notes for guidance on completing Schedule 5)

## Schedule 6 – Pricing Matrix

Firm pricing and lead times:

**Tesla MPU Survey Firm Price USD (\$) and lead times in weeks**

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Tesla MPU Survey	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Lead time in weeks	Varying	Varying	Varying	Varying	Varying

**Tesla MPU Repair Labour Rates Firm Price USD (\$)**

Rate Level	Year 1	Year 2	Year 3	Year 4	Year 5
Per Hour USD (\$)	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

Year 1 – From contract start date.

Year 2 – + 1 year from contract start date.

Year 3 – + 2 years from contract start date.

Year 4 – + 3 years from contract start date.

Year 5 – + 4 years from contract start date.

## Schedule 7 - DEFFORM 315

### CONTRACT DATA REQUIREMENT

<b>1. ITT/Contract Number</b>	<b>2. CDR Number</b>	<b>3. Data Category</b>	<b>4. Contract Delivery Date</b>
711402450	1 of 1	Operation, Maintenance, Repair, and Replacement Information	Thirty (30) working days after contract award.
<b>5. Equipment/Subsystem Description</b>		<b>6. General Description of Data Deliverable</b>	
TI58D Micro Power Unit		<b>Technical Information Data Pack (Integrated Logistics and Support (ILS)) containing the following information:</b>  Specifications Storage and Maintenance Procedures Description of product and other material	
<b>7. Purpose for which data is required</b>		<b>8. Intellectual Property Rights</b>	
Technical support		<b>a. Applicable DEFCONs</b> DEFCON 16 Edn 06/21 DEFCON 21 Edn 06/21  <b>b. Special IP Conditions</b> None	
<b>9. Update/Further Submission Requirements</b>			
Thirty (30) days from contract award. Updates to be delivered within thirty (30) working days of an agreed amendment unless otherwise agreed in the Contract.			
<b>10. Medium of Delivery</b>		<b>11. Number of Copies</b>	
Electronic (searchable PDF)		1	

## Schedule 8

### CYBER IMPLEMENTATION PLAN

#### VERY LOW CYBER RISK PROFILE

#### Part 1: Assurance Controls and Evidence Completed by Industry

Organisation Name	Tesla Industries Inc.	
Contact Name	REDACTED	
Contact Email	REDACTED	
Contract Name	Tesla T518D MPU Battery Support Solution	
Cyber Risk Profile		Very Low
Risk Assessment Reference (RAR)	RAR-240423A03	
Supplier Assurance Questionnaire (SAQ) code (If known)	140841558	
Controls not met (paste from DCPD response email)	Compliance status: Not met: VL01 - CIP required, e.g. commit to implementation by contract start date	

  

DEFSTAN 05 - 138	<b>Only answer for controls “not met”.</b> <b>SAQ returns with “Not met” can be submitted providing the CIP covers those controls.</b>	
	DEFCON CONTROLS (Low)	Equivalent standard/ controls or comment
	<b>VL.01</b> Maintain annually renewed Cyber Essentials Certification.	Tesla Industries Inc. have the following principles in place as listed in the Cyber Essentials Requirements for Infrastructure: <ol style="list-style-type: none"> <li>1) Firewalls</li> <li>2) Secure configurations</li> <li>3) Up-to-date security</li> <li>4) User access control</li> <li>5) Malware protection</li> </ol>

Anticipated Date of Compliance	Comment
At Contract Award and for duration of contract	Tesla Industries Inc. will comply with the principles listed above for any ICT systems that hold MOD information for the duration of the contract.
Signed:	
Date:	

**The completed Cyber Implementation Plan (CIP) must be returned to the MoD Delivery Team.**