



Ministry
of Defence



**MINISTRY OF DEFENCE,
DEFENCE EQUIPMENT & SUPPORT**

Contract Number :
TSSP/132

Description:
Post Design, Technical Support and Development of the VCCI Toolset

Between Secretary of State for Defence of the
United Kingdom of Great Britain and Northern
Ireland Team Name and address:

REDACTED -PERSONAL INFORMATION

E-mail Address: **REDACTED -PERSONAL
INFORMATION**

Telephone Number: **REDACTED -PERSONAL
INFORMATION**

And

Contractor Name and address:

SimFront Simulation Systems Corporation
REDACTED -PERSONAL INFORMATION

E-mail Address: **REDACTED -PERSONAL
INFORMATION**

Telephone Number: **REDACTED -PERSONAL
INFORMATION**

Fax **REDACTED -PERSONAL INFORMATION**

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SCHEDULE OF REQUIREMENTS

Name and Address of Tenderer	MINISTRY OF DEFENCE	Contract No TSSP/132
	Schedule of Requirements for Post design, Technical support and Development of the VCCI toolset	
Issued With DEFFORM 8	Contract Issued on 19/01/2021	Previous Contract No TSSP/064

Item No	Description	Notes to supplier	Minimum Order Quantity	Price CAD (ex HST)
1	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2021 - 31 st Jan 2022.		30 days minimum order Quantity.	
2	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2021 - 31 st Jan 2022		No Minimum order	See tasking form
3	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2021 - 31 st Jan 2022.			See tasking form
4	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2021 - 31 st Jan 2022.		No Minimum order	See tasking form

5	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2022 - 31 st Jan 2023.		30 days Minimum order Quantity	See tasking form
6	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2022 - 31 st Jan 2023		No Minimum order	See tasking form
7	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2022 - 31 st Jan 2023.			See tasking form
8	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2022 - 31 st Jan 2023.		No Minimum order	See tasking form
9	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2023 - 31 st Jan 2024.	(Contract Option yr. 1)	30 days minimum order Quantity	See tasking form
10	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2023 - 31 st Jan 2024.	(Contract Option yr. 1)	No Minimum order	See tasking form
11	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2023 - 31 st Jan 2024.	(Contract Option yr. 1)		See tasking form
12	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2023 - 31 st Jan 2024.	(Contract Option yr. 1)	No Minimum order	See tasking form

13	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2024-31 st Jan 2025.	(Contract Option yr. 2)	30 days minimum order Quantity	See tasking form
14	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2024- 31 st Jan 2025.	(Contract Option yr. 2)	No Minimum order	See tasking form
15	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2024- 31 st Jan 2025.	(Contract Option yr. 2)		See tasking form
16	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2024- 31 st Jan 2025.	(Contract Option yr. 2)	No Minimum order	See tasking form
17	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2025-31 st Jan 2026.	(Contract Option yr. 3)	30 days minimum order Quantity	See tasking form
18	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2025- 31 st Jan 2026.	(Contract Option yr. 3)	No Minimum order	See tasking form
19	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2025- 31 st Jan 2026.	(Contract Option yr. 3)		See tasking form

20	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2025- 31 st Jan 2026.	(Contract Option yr. 3)	No Minimum order	See tasking form
21	Provision of telephone and email support to VCCI Toolset used by the UK MOD in accordance with the statement of work in schedule 5 from 1 st Feb 2026-31 st Jan 2027.	(Contract Option yr. 4)	30 days minimum order Quantity	See tasking form
22	To carry out specific Post Design Services (PDS) tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2026- 31 st Jan 2027.	(Contract Option yr. 4)	No Minimum order	See tasking form
23	To carry out specific VCCI Development tasks as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2026- 31 st Jan 2027.	(Contract Option yr. 4)		See tasking form
24	To carry out specific Technical Support tasks/ visits as directed by the MOD CSTT Project Manager in accordance with condition 2.10 of the Terms and Conditions and statement of work from 1 st Feb 2026- 31 st Jan 2027.	(Contract Option yr. 4)	No Minimum order	See tasking form

2. GENERAL CONTRACT PROVISIONS

2.1 DEFCONS

DEFCON 68 (Edn. 02/19) – Supply of Data for Hazardous Articles, Materials and Substances

- For the purpose of this Contract, Schedule 14 to the Contract (DEFFORM 68) shall be used to document all Safety Data Sheet (SDS) relating to any Article provided under this Contract.

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

- The contractor's liability under Clause 4 of DEFCON 76 (Edn 12/06) shall be **REDACTED- COMMERCIAL SENSITIVE INFORMATION** .

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

- For the purposes of Sub-Clause 1(e), reference to 'special conditions of contract' shall be taken to mean the narrative conditions of the Contract.
- For the purposes of Sub-Clause 1 (v) and Clause 5 of DEFCON 501 (Edn.11/17), the persons designated to act on the behalf of the Authority shall be the Commercial Manager and Project Manager as detailed at Boxes 1 & 2 of DEFFORM 111 (Schedule 3 to the Contract Conditions).

DEFCON 502 (Edn. 05/17) – Specifications Changes

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

- For the purposes of paragraph 1 of DEFCON 503, the duly authorised representatives are:

- (a) for the Authority, the Commercial Manager identified at Box 1 of the DEFFORM 111 (Schedule 3 to the Contract) or their authorised representative.

for the Contractor, the Contractor's head of Commercial or their authorised representative.

DEFCON 507 (Edn10/18) – Delivery

- Delivery of reports will be in accordance with Clause 6.2.1

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

DEFCON 516 (Edn.04/12) – Equality

DEFCON 514 (Edn. 08/15) – Material Breach

DEFCON 518 (Edn.02/17) – Transfer

DEFCON 520 (Edn.05/18) – Corrupt Gifts and Payments of Commission

DEFCON 526 (Edn. 08/02) – Notices

- For the Purposes of this contract, Sub-Clause 2(e) shall be acceptable as a means of delivery notice.

DEFCON 527 (Edn.09/97) – Waiver

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

DEFCON 531 (Edn. 11/14) – Disclosure Of Information

DEFCON 532B (Edn.05/18) – Protection of Personal Data

- For the purpose of this Contract, all personal data identified within DEFFORM 532 (Schedule 11), shall be subject to this condition.

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

DEFCON 538 (Edn.06/02) – Severability

DEFCON 539 (Edn.08/13) – Transparency

DEFCON 550 (Edn.02/14) – Child labour and Employment Law

DEFCON 566 (Edn.12/18) – Change of Control of Contractor

DEFCON 608 (Edn. 10/14) – Access And Facilities To Be Provided By The Contractor

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

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

DEFCON 645 (Edn.07/99) – Export Potential

DEFCON 646 (Edn. 10/98) – Law and Jurisdiction (Foreign Suppliers)

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

- For the purposes of this Contract, the written notice period required for termination for convenience by the Authority will be at least thirty (30) business days.

DEFCON 658 (Edn.10/17) – Cyber

- For the purpose of the Contract, the Cyber Risk Assessment of this Contract is LOW, as defined in Def Stan 05-138. SAQ Reference: RAR-8796WGK7

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

DEFCON 675 (Edn 09/19) – Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)

2.2 DEFINITIONS AND INTERPRETATIONS

Notwithstanding, and in addition to, the provisions contained in DEFCON 501 (Edn.11/17) (Definitions and Interpretations), the following expressions shall, in the Contract, have the meaning hereby respectively assigned to them, except where the context requires otherwise.

“AG173” means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed

“Authority’s Commercial Manager” means the post named in Box 1 of Schedule 3 to Contract (DEFFORM 111).

“Authority’s Project Manager” means the post named in Box 2 of Schedule 3 to Contract (DEFFORM 111).

“Authority’s Representatives” means the Authority’s officers, directors, employees, and advisers or agents.

“Background IPR” or “Background Intellectual Property Rights” means all Intellectual Property Rights, including patents for any inventions, not generated in the performance of the work under the Contract”

“Change Proposal” means a proposed change to the Contract, managed in accordance with the process in DEFCON 620 - Contractor Change Control Procedure.

“Contract Award” means the date in which the Contract is signed for the VCCI Toolset.

“Contract Effective Date” means the date on which the offer of Contract has been accepted by the Contractor.

“Contract Work Breakdown Structure” decomposes the Contract work scope into smaller units and provides the basis for planning, budgeting, scheduling, cost accumulation, reporting (internal and external), and data summation on the Contract.

“Contractor’s Commercially Sensitive Information” shall mean the information listed in the Contractor Commercially Sensitive information at Schedule 6 to Contract (DEFFORM 539A). This information will be reviewed and agreed with the Authority.

“CP&F” means the Contracting, Purchasing and Finance tool.

“Critical sub-contractor or critical sub-contractor” means a sub-contractor that is key to the success of the project.

“Foreground IPR” or “Foreground Intellectual Property Rights” means all Intellectual Property Rights, including patents, for any inventions generated in the performance of work under the Contract, and patents for any inventions conceived out of the technical requirements of the Contract if these have been first enabled in the performance of work under the Contract.

“GDPR” means General Data Protection Regulations 2018 as amended or replaced from time to time

“Interface Control Document(s)” means the documents(s) issued to describe the interface between two sub-systems or systems within or external systems.

“Narrative Conditions” means the conditions set out in the Contract numbered 2 (two) through to 6 (six).

“Party” means either the Contractor or the Authority.

“Parties” means the Contractor and the Authority.

“Prime Contractor” means the “Contractor”, who has responsibility for performance of the Contract.

“Schedule of Requirements Item(s)” means the item(s) listed in the Schedule of Requirements

“Statement of Work” means the Contractor’s methodology for carrying out the work under this Contract.

“Sub-contractor” or “sub-contractor” means a sub-contractor of the Contractor of any tier.

“Sub-contract” or “sub-contract” means a sub-contract of any tier.

2.3 DOCUMENTATION & PRECEDENCE

2.3.1 The Contractor shall check all Authority supplied documentation and immediately notify the Authority of any discrepancy, inconsistency or error.

2.3.2 Should there be any conflict in the Contract documentation, the order of precedence stated shall be as follows:

- 1) The Terms and Conditions of this Contract and contained Schedule of Requirements (ScOR)
- 2) The Statement of Requirements (Schedule 1)
- 3) All other Schedules to this Contract except Schedule 5 (Statement of Work)
- 4) Schedule 5 (Statement of Work) and all supporting documentation and appendices.

2.3.3 In the event of any conflict in any document, or any conflict between documents with the same order of precedence, the Parties shall agree the proper construction of the documentation. Should the Parties be unable to agree a resolution to the conflict, the matter shall be referred to the dispute resolution procedure in Condition 2.6.

2.4. AMENDMENTS TO CONTRACT

2.4.1 In addition to the terms of DEFCON 503 - Formal Amendments to Contract, only the Authority’s Commercial Manager detailed at Box 1 of Schedule 3 DEFFORM 111 (or their authorised representative) shall be authorised to vary the terms and conditions of the Contract, including specifications, standards of drawings which form part of the Contract.

2.4.2 Where the Authority or the Contractor wishes to introduce a major change or a change which is likely to involve a change to the Contract Price, the provisions of DEFCON 620 - Contractor Change Control Procedure shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with Condition 2.4.1 above has been issued.

2.5 SECURITY MEASURES (WITH SECURITY ASPECTS LETTER)

For the purpose of DEFCON 659A (Security Measures), the “Secret Matter” of the Contract shall be as defined in the Authority’s Security Aspects Letter (SAL) dated 14/03/2019 at Schedule 15 to the Contract, with which the Contractor is required to comply. Any changes in these classifications will be notified by the Authority with a formal amendment.

2.6 DISPUTE RESOLUTION

- 2.6.1 The Parties agree to try and resolve any dispute arising under the Contract initially by discussion with the end user. A local ad hoc meeting may be convened for the purposes of attempting to resolve the dispute in the first instance.
- 2.6.2 In the event that the dispute remains unresolved, it shall be referred to Authorities Project Manager (APM) detailed at Box 1 of DEFFORM 111 and Project Commercial Officer (PCO) for consideration. A meeting between the PCO, the PM and their counterparts in the Contractor's organisation may be held for further clarification on the dispute.
- 2.6.3 In the event the dispute remains unresolved, it shall be referred to the Authority’s Senior Commercial and Portfolio Lead. A meeting between the two and their counterparts in the Contractor’s organisation may be held for further clarification on the dispute.
- 2.6.4 If after the above referrals and any subsequent meetings with the Contractor as detailed in Clause 2.6.2 and 2.6.3 above, the dispute remains unresolved, the dispute shall be referred to a mutually acceptable independent third party for resolution in accordance with the provision of DEFCON 530. All costs associated with the appointment of a third party shall be shared equally between the Authority and the Contractor.

2.7 CONTRACTOR'S RECORDS

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to DEFCON 531 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

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

whichever occurs latest.

2.8 CONDITIONS FOR CONTRACTING IN CANADA

2.8.1 Definitions

For the purpose of this condition, unless the context otherwise requires:

British Armed Forces in Canada ("BATUS") means the Armed Forces of the United Kingdom of Great Britain and Northern Ireland, together with their equipment and any civilian component accompanying those forces, as defined in Article I of the NATO SOFA, training or stationed or located in any part of the territory of Canada;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada;

"Contract" means the written, mutually binding, legal agreement between the Parties, which contains these general conditions, any supplemental general conditions specified in the written agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to British Armed Forces in Canada under the Contract;

"Minister" means the Minister of National Defence of Canada and any other person duly authorized to act on behalf of that Minister;

"Subcontract" includes a contract let by any subcontractor at any tier for the performance or supply of a part of the Work and the derivatives of the word shall be construed accordingly;

"Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of the Contract.

The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.

2.8.2 Licensing

2.8.2.1 The Contractor must obtain and maintain all Permits, Licences and Certificates of approval required for the work to be performed under any applicable Canadian Federal, Provincial or Municipal regulations. The Contractor shall be responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor shall provide a copy of any such permit, license, or certificate to Canadian authorities.

2.8.3 Site Regulations

2.8.3.1 The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site in the territory of Canada where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

2.8.4 Workers' Compensation

2.8.4.1 It is mandatory that all persons performing the work in Canada be covered under the applicable workers' compensation legislation in the territory of Canada provided for the benefit of injured employees.

2.8.5 Safety Regulations and Labour Codes

2.8.5.1 The Contractor must adhere to all Safety Rules, Regulations and Labour Codes in force in all jurisdictions in the territory of Canada where the work is to be performed.

2.8.6 International Sanctions

2.8.6.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada. As a result, the British Armed Forces in Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions imposed by Canada. Details on existing sanctions can be found at <http://www.international.gc.ca/sanctions/index.aspx>.

2.8.6.2 It is a condition of this Contract that the Contractor not supply to the British Armed Forces in Canada any goods or services, which are subject to economic sanctions imposed by Canada.

2.8.7 Status of the Contractor

2.8.7.1 The Contractor is engaged as an independent Contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada.

2.8.8 Compliance with Applicable Canadian Laws

2.8.8.1 The Contractor shall comply with all Canadian laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment and shall require compliance therewith by all its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority or Canada may reasonably request.

2.8.9 Subcontracting

2.8.9.1 Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier in the territory of Canada.

2.8.9.2 Notwithstanding clause 2.8.9.1 the Contractor may, without prior consent of the Minister, subcontract such portions of the Work as is customary in the carrying out of similar contracts.

2.8.9.3 In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favourable to Canada than the terms and conditions of the Contract. Deviations in any subcontract from the terms of the Contract shall be entirely at the risk of the Contractor.

2.8.9.4 The Contractor is not obliged to seek consent to enter into subcontracts specifically authorised in the Contract.

2.8.9.5 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

2.8.10 Assignment

2.8.10.1 The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Minister and any purported assignment made without that consent is void and of no effect.

2.8.10.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Canada or the Minister, unless otherwise agreed to in writing by the Minister.

2.8.11 Security and Protection of the Work

2.8.11.1 Subject to the Access to Information Act, R.S.C. 1985, c. A-1 and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.

2.8.11.2 The obligations of the Parties set out in this section do not apply to any information where the same information:

2.8.11.2.1 is publicly available from a source other than the other Party; or

2.8.11.2.2 is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or

2.8.11.2.3 is developed by a Party without use of the information of the other Party.

2.8.12 Indemnity Against Third-Party Claims

2.8.12.1 Contractor shall indemnify and save harmless Canada, the Minister and their servants and agents from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of:

2.8.12.1.1 any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance of the Work or any part thereof, except that Canada and the Minister shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada, and

2.8.12.1.2 Any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by, Canada.

2.8.12.2 The Minister shall give notice to the Contractor of any claim, action, suit or proceeding referred to in clause 2.8.12.1 and the Contractor shall, to the extent requested by the Attorney General of Canada, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify Canada for payment of any settlement unless it has consented to the settlement.

2.8.13 Environmental Considerations

2.8.13.1 The Contractor recognises the unique environmental characteristics of Canadian Forces Base Suffield and its ranges in Canada and undertakes to carry out any work on the range with due care and diligence and will take the necessary steps necessary to mitigate any environmental impacts, and to repair, remediate, reclaim and restore the environment as near as possible to its original condition.

2.9 DEFAULT & TERMINATION

2.9.1 In this Condition Contractor Default means: -

2.9.1.1 Any failure by the Contractor to deliver the VCCI Requirement within the timescales specified;

2.9.1.2 Any material breach other than a failure to deliver the VCCI Requirement under the Contract;

2.9.1.3 Breach of the requirements of DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances), DEFCON 515 (Bankruptcy and insolvency), DEFCON 518 (Transfer), DEFCON 520 (Corrupt Gifts), and DEFCON 660 (Official-Sensitive Security Requirements).

2.9.2 The Authority retains the right to issue a Rectification Notice to the Contractor that will detail any Contractor default in accordance with Clause 2.9.1.

2.9.3 If the Authority has elected for a Rectification Notice in accordance with Clause 2.9.2. within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt of the Rectification Notice, the Contractor shall make a rectification proposal to the satisfaction of the Authority which shall, as a minimum, specify:

2.9.3.1 The extent to which the Contractor proposes to rectify the Contractor Default;

2.9.3.2 Details of all measures the Contractor proposes to take to rectify the Contractor Default, and

2.9.3.3 The timescale within which the Contractor proposes to rectify the Contractor Default.

2.9.4 If the Authority receives the Contractor's rectification proposal under Clause 2.9.3 within 20 (twenty) business days (or such longer period as the Authority may specify) of the receipt by the Contractor of the Rectification Notice, the Authority shall consider the proposal and may accept, reject or amend the proposal.

2.9.5 If the Authority accepts or amends the Contractor's rectification proposal under 2.9.4, the Contractor shall rectify the Contractor Default in accordance with the proposal as accepted, and the Contractor shall take such action without imposing any additional charge on the Authority.

2.9.6 The Authority shall have the right (but not the obligation) to terminate the contract by providing notice in writing, if,

2.9.6.1 The Contractor fails to make a rectification proposal in accordance with Clause 2.9.3 or fails to implement the rectification proposal under Clause 2.9.5, within the timescale and in the manner agreed in the rectification proposal, or

2.9.6.2 The Contractor does not take the remedial action as the Authority has specified in accordance with Sub-Clause 2.9.3.3 or

2.9.6.3 The Authority and the Contractor cannot agree a mutually acceptable rectification proposal; or

2.9.6.4 The Authority does not deem it appropriate to request a Rectification Plan in accordance with Clause 2.9.2.

2.9.7 The termination of the Contract shall be without prejudice to the rights, obligations and liabilities of the Parties which have accrued or become due prior to the date of termination.

2.10 TASKING APPROVAL PROCESS

2.10.1 Each Task shall be initiated and defined by the use of a TASK AUTHORISATION FORM (TAF) as detailed at Schedule 7.

2.10.2 With the exception of an “Urgent” Task (which will be determined by the Authority), no work shall be undertaken on the proposed Task until the TAF has been authorised by the Authority and accepted by the Contractor.

2.10.3 Tasks may be proposed by either the Authority or the Contractor. The TAF sequential serial number allocated by the Authority shall identify tasks. The Contractor shall use this reference number, where known, in all communications with the Authority. The Contractor may allocate additional reference numbers for the convenience of their own internal systems. In the case of an urgent task (see below), the TAF shall be prefixed with “URGENT” denoting the urgency.

2.10.4 The TAF shall define a specific package of work to be undertaken in Part 1(a) with the deliverables and required delivery/completion date.

2.10.5 The Contractor shall submit a Firm Price quotation, in accordance with DEFCON 643 as appropriate, and a timescale/completion date, which shall remain achievable during the validity of the quotation.

2.10.6 When a Firm Price has been agreed, the Authority shall authorise the Task by the Offer of Amendment to the Contract. The Offer of Amendment shall reference the TAF reference number and title, completion date and Firm Price as a minimum.

2.10.7 Acceptance of the Offer of Amendment shall be confirmed on receipt of the signed Deform 10B.

2.10.8 Milestone Payments – Exceptionally, where a task is of a high value (over £25k) and/or long duration (over 1 year) the Authority may consider the inclusion of a Milestone Payment Plan that shall be agreed against the specific Task. Milestone Payment(s) shall only be made against clearly defined milestones. The Contractor’s proposed Milestone Payment(s) Plan must be submitted with the Firm Price quotation on the TAF for the Authority’s agreement.

2.10.9 On completion of the Task, the Contractor shall complete and return the completion certificate to the Authority and submit their invoice for the Task.

2.11 DURATION OF CONTRACT

2.11.1 The Contractor shall, notwithstanding the provisions of this Condition 3.2 (Duration of Contract) provide or procure the provision of the Contractor Deliverables from 01 February 2021 through to Contract Expiry on 31 January 2023.

2.11.2 The Authority may, at its sole discretion, exercise the options, as detailed under Condition 3.2.3, to extend the Contract:

2.11.2.1 such extension(s) shall follow on directly after the Expiry Date and shall be for a potential period of up to forty-eight (48) months, split into four (4) individual twelve (12) month periods.

2.11.3 In addition to the deliverables provided under ScOR (Items 1 to 8) the Contractor hereby grants to the Authority irrevocable options to extend the duration, as defined under Condition 2.11.1 and 2.11.2, of this Contract by a forty-eight (48) months, split into four (4) individual twelve (12) month blocks, it being agreed that the Authority has no obligation to exercise such options.

2.11.4 The Firm Labour Day Rates for such extension options shall be as detailed under Schedule 19 – Labour Rates which shall be subject to terms and conditions pertaining to this Contract at such point that the options are implemented and shall be implemented through formal Contract Amendment in accordance with DEFCON 503– Formal Amendments to Contract.

2.11.5 The Authority shall have the right to exercise the above options in either individual twelve (12) month blocks, in multiple twelve (12) month blocks or in totality, against the ScOR (Items 9 to 24) during the period up to the 1st November prior to the Contract Expiry date, such period being 3 (three) calendar months prior to Contract Expiry date.

2.11.6 The daily labour rates for Contract Years 1-3 as detailed in Schedule 19 – Labour Rates is Firm Price and shall not be subject to any variation.

2.11.7 The daily labour rates for Contract Years 4-6, detailed in Schedule 19 – Labour Rates, shall be Fixed Price and, if invoked by the Authority, shall be subject to indexation in accordance with Condition 3.3 (Variation of Price) of this Contract. Other than this indexation the price shall not be subject to variation.

3. PRICE

3.1 DEFCONS

DEFCON 643 (Edn.12/14) – Price Fixing (Non-Qualifying Contracts)

- For this contract. This condition shall apply to contract amendments and tasks above £250,000.

DEFCON 654 (Edn.10/98) – Government Reciprocal Audit Arrangements

DEFCON 695 (Edn 02/15) – Contract Costs Statement (Non-qualifying contracts)

DEFCON 812 (Edn 04/15) Single Source Open Book

DEFCON 814 (Edn 02/19) or SC2 (Edn 11/17) Single Source Confidentiality of Open Book and Reporting Information

DEFCON 815 (Edn 04/15) Contract Pricing Statement – Single Source Non-qualifying contracts

- 3.1.1 The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price or a limit of liability. The pricing strategy will be determined on a task by task basis.
- 3.1.2 Subject to DEFCON 513 (Value Added Tax) the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

3.2 VARIATION OF PRICE

REDACTED- COMMERCIAL SENSITIVE INFORMATION

3.3 PAYMENTS AND RECEIPTS

3.3.1 Payment

DEFCON 5J (Edn.18/11/16) Unique Identifiers

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

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

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

3.3.1.1 Payment is to be enabled by CP&F for Schedule of Requirements Line Items 1, 5, 9, 13, 17, 21 and by AG173 for the remainder of the Schedule of Requirements Line Items.

3.3.1.2 Payment will be made by electronic transfer and prior to submitting any claims for payment under clause 3.3.1.5 the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should

be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.

3.3.1.3 In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using an AG173, submit a properly completed AG173 to both the Canadian Department of National Defence (DND) Commercial Officer and Modeling and Simulation Technical Lead for review and approval. If approved, the AG173 and associated approval confirmation will be submitted by the DND to the UK MOD Commercial Officer listed at the DEFFORM 111.

3.3.1.4 Upon receipt of the DND approved AG173, the Authority shall:

(1) approve payment by entering the relevant details into CP&F to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173, and returning it to the Contractor; or

(2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.

3.3.1.5 The Contractor shall submit a claim for payment to DBS Finance by either:

(1) using a properly prepared message structure and format for invoice payment using CP&F in accordance with the arrangements set out within DEFCON 522 – Payment and Recovery of Sums Due; or

(2) forwarding the completed AG173 signed by the Authority, together with a properly completed DAB Form 10.

3.3.1.6 The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause 3.3.1.5 on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause 3.3.1.3; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

3.3.1.7 Where using the AG173, the period of thirty (30) days referred to in clause 3.3.1.6 shall be exclusive of the number of days that elapse between the date the Contractor receives an AG173 from the Authority showing payment approval in accordance with clause 3.3.1.4 and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause 3.3.1.5.

3.3.1.8 The approval of payment by the Authority under clause 3.3.1.4 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 DEFCON 514 – Material Breach or otherwise.

3.3.1.9 With regards to the invoicing for work carried out against Line Items 1, 5, 9, 13, 17, 21, invoices shall be submitted quarterly in arrears by the Contractor for actual days worked during the relevant quarter. A notification will be submitted via email to the UK MOD Commercial Officer listed at the DEFFORM 111 on the 7th January each year which gives a breakdown of the actual days' work utilised for the relevant contract year. The Contractor

and the Authority will agree the additional days which are payable in order to meet the minimum order quantity detailed at the TSSP/132 Schedule of Requirements.

4 CONTRACTOR DELIVERABLES

4.1 SUPPLY OF CONTRACTOR DELIVERABLES

4.1.1 The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

4.1.2 The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Condition 4.2 (Quality Assurance) in providing the Contractor Deliverables;
- (2) comply with all applicable Legislation; and
- (3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

4.1.3 The provisions of clause 4.1.2 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

4.1.4 The Contractor shall:

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

4.2 QUALITY ASSURANCE

The contractor shall operate and maintain its Quality Management System (QMS) (certified or not), throughout the duration of the contract.

The following quality standards and requirements shall apply and the Contractor's Quality Management System shall deliver compliance with these standards and requirements:

4.2.1.1 shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements - Concessions.

4.2.1.2 Any Contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties

4.2.1.3 Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with DEF-STAN 05-135 Issue 1 – Avoidance of Counterfeit Materiel

The Authority must be notified of any changes to the QMS certification and the Authority reserves the right to refuse any deliverable or part of which does not meet requirements.

4.3 ENVIRONMENTAL REQUIREMENTS

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

4.4 DISRUPTION

4.4.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

4.4.2 The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.

4.4.3 The Contract shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor's Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and/or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

5 INTELLECTUAL PROPERTY

5.1 DEFCONS

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.

- For this Contract, this condition shall apply in conjunction with the Contract Data Requirements (Schedule 22).

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

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

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

5.2 COPYRIGHT

5.2.1 This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.

5.2.2 The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.

5.2.3 The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.

5.2.4 The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:

- (1) to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses 5.2.2, 5.2.3. or 5.2.4 of this condition, be made available to any third party;
- (2) to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;

(3) to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;

(4) to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

5.4.5 Provided that, subject to any pre-existing rights of the Authority, clauses 5.4.3. and 5.4.4 shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses 5.4.3 and 5.4.4 shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause 5.4.7 below.

5.4.6 As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.

5.4.7 The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.

5.4.8 This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

5.4.8 In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

5.5 COMMERCIAL EXPLOITATION

5.5.1 The Contractor shall, subject to security considerations that will be assessed by the Authority, have the right to sell any articles developed under the Contract. Prior to any sale of the articles developed under the Contract, the Contractor shall agree with the Authority the levy payable and conclude a Commercial Exploitation Agreement in the form of Schedule 9 to the Contract.

5.6 CONFIDENTIALITY

5.6.1 Notwithstanding any other term of this Contract, the Contractor shall ensure all information released to subcontractors and any third-parties for the performance of this Contract shall be in accordance with DEFCON 531 (Disclosure of Information). An endorsed

confidentiality agreement (Schedule 16 to the Contract) will be submitted to the commercial representative of the Authority identified in Schedule 3 to this Contract (DEFFORM 111) before any information is transferred or released from the Contractor to sub-contractors and third-party suppliers.

6 CONTRACT ADMINISTRATION

6.1 DEFCONS

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

- Delivery of reports will be in accordance with Clause 6.2.

6.2 PROGRESS MONITORING, MEETINGS AND REPORTS

6.2.1 The Contractor shall submit progress reports and AAR Reports (as per the Statement of Work) to the Authority's Representatives at the times and in the format specified in Schedule 5 (Statement of Work). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information reasonably requested by the Authority.

6.3 AUTHORITY REPRESENTATIVES

6.3.1 Any reference to the Authority in respect of:

- (1) the giving of consent;
- (2) the delivering of any Notices; or
- (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition.

6.3.2 The Authority's Representatives detailed in Box 1 and 2 of Schedule 3 (DEFFORM 111) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

6.3.3 In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (DEFFORM 111) in accordance with Condition 2.4 (Amendments to Contract).

6.4 EXIT STRATEGY

6.4.1 On termination or expiration of the Contract, in accordance with the Terms and Conditions, the Authority shall not be liable for additional charge(s) other than those that the Terms and Conditions apportion liability to the Authority in respect of the winding up of the Contract, for the handover by the Contractor to any successor Contractor of the Authority,

and for the provision of all the data relevant to the performance of this work by that successor Contractor.

6.4.2 Both the Authority and Contractor shall adhere to the Exit Management Plan detailed at Schedule 8 (Exit Management Plan).

6.5 MEETINGS

6.5.1 The Contractor shall facilitate management meetings and render reports as to the progress of the Contract and in such form and at such frequency as detailed in the Statement of Requirement (Schedule 1 to the Contract).

6.5.2 The Contractor shall ensure that appropriate personnel are invited to the meetings and that all appropriate / required Contractor personnel attend. The location of each meeting shall be as agreed with the Authority's Project Manager.

6.5.3 The Contractor shall be responsible for all costs associated with attendance of the required meetings outlined at Section 15 (Meetings) of the TSSP/132 Statement of Requirement. Where the Contractor is required to attend overseas meetings or meetings over an extended period by the Authority, the Contractor shall be able to claim some or all costs associated with meeting attendance, provided approval is obtained from the Technical Authority and all associated costs are in accordance with Treasury Board Travel directives. Any other meeting costs shall fall to the Contractor.