



**DE&S Apache Project Team
Contract No: 700009743**

**For:
The Provision of Reprogramming Capability for
the Modernized Radar Frequency
Interferometer (MRFI) AN/APR-48B
including Technical Support**

<p>Between</p> <p>Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p>Team Name and address:</p> <p>Apache Project Team</p> <p>DE&S Apache Commercial, Building 100, Box 188</p> <p>Leonardo Helicopters, Lysander Road</p> <p>Yeovil, BA20 2YB</p> <p>E-mail Address:</p> <p>Tracey.Bower103@mod.gov.uk</p> <p>Telephone Number: 01935 386192</p>	<p>And</p> <p>Contractor Name and address:</p> <p>Lockheed Martin Corporation,</p> <p>Rotary & Mission Systems Division,</p> <p>1801 State Route 17C, Owego,</p> <p>NY 13827 3998</p> <p>E-mail Address:</p> <p>brian.janosko@lmco.com</p> <p>Telephone Number:</p>
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Terms and Conditions

Standardised Contracting Terms

GENERAL CONDITIONS

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - Clause 40.b shall be amended to read:

"In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or

constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

- f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
 - (1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

6. Amendments to Contract

- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract 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 clause 6.a above has been issued.

7. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the

Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.

- b. Any variations that cause a change to:
 - (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration,

shall be the subject to condition 6 (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
 - (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

9. Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

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

11. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

- a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

- a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take

- such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;
- provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
- (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.
- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent

permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

- i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

16. Change of Control of Contractor

- a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.
- b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:
Mergers & Acquisitions Section
Strategic Supplier Management
Team Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH
The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.
- c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.
- d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a

payment shall be at the Authority's sole discretion.

- e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

17. 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.

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice subject to the terms at special condition 46.5
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (1) the end of the Contract term;
 - (2) termination of the Contract; or
 - (3) the final payment;whichever occurs latest.

19. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and

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- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt 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.

20. Progress Monitoring, Meetings and Reports

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

SUPPLY OF CONTRACTOR DELIVERABLES

21. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

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- (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.

22. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

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

- a. Packaging responsibilities are as follows:
 - (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
 - (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
 - (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
 - (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and

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shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor

Deliverables; and

- (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
 - (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
 - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES SEOC SCP-SptEng-Pkg
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk
 - (b) The MPAS Documentation is also available on the DStan website.
 - (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
 - (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
 - (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
 - (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise

- stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
 - (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
 - (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
 - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
 - (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
 - i a list of all SPIS which have been prepared or revised against the Contract; and
 - ii a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
 - (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
 - (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
 - (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
- (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they

- may be clearly seen when the items are stacked during storage.
- (b) Each consignment package shall be marked with details as follows:
- i name and address of consignor;
 - ii name and address of consignee (as stated in the Contract or order);
 - iii destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.I.
- (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
- (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
 - (g) shelf life of item where applicable;
 - (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
 - (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
 - (j) any additional markings specified in the Contract.
- j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:
- (1) the full 13-digit NSN;
 - (2) denomination of quantity (D of Q);
 - (3) actual quantity (quantity in package);
 - (4) manufacturer's serial number and / or batch number, if one has been allocated; and
 - (5) the CP&F-generated unique order identifier.
- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of

barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

- l. The requirements for the consignment of aggregated packages are as follows:
 - (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or Order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i delivery destination / address; or
 - ii transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.

- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

- a. The Contractor shall provide to the Authority:
 - (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
 - (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

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

- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:
 - (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and
 - (2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.
- c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.
- d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:
 - (1) activity;

- (2) the substance and form (including any isotope);
- g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:
 - (1) Hard copies to be sent to:
Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol, BS34 8QW
 - (2) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk
- i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (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 43.

25. Timber and Wood-Derived Products

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
 - (1) shall comply with the Contract Specification; and
 - (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
 - (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
 - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
 - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
 - (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
 - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority may disclose the Information:
 - (1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - (2) verify the forest source of the timber or wood; and
 - (3) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
 - (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that

- Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
- (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) details of any approved concessions;
 - (5) acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) description of Contractor Deliverable, including part number, specification and configuration status;
 - (9) identification marks, batch and serial numbers in accordance with the Specification;
 - (10) quantities;
 - (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and
 - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
 - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
 - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority :
 - (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
 - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
 - (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

LICENCES AND INTELLECTUAL PROPERTY

33. Import and Export Licences

- a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.
- b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

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- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:
 - (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and
 - (b) the end use as: For the Purposes of HM Government; and
 - (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any subcontractor
- d.
- e. r in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- f. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- g. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
 - (1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
 - (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- h. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- i. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

- j. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- k. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- l. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- m. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).
- n. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
- o. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
- p. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- q. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- r. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 10 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or

to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 10 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

- s. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.
- t. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.
- u. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.
- v. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.
- w. Where:
 - (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
 - (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate

information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

- x. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

- a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:
 - (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
 - (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
 - (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

- b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:
 - (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for

- compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
 - (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.
- h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958,

- or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
- (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.
- k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
 - (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
 - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
 - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
 - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
 - (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
 - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
 - (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
 - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
 - (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
 - (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party

may reasonably require;

- (5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
- (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

PRICING AND PAYMENT

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
- d. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- e. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).
- f. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's

advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (3) the Authority receiving notification under both clauses 38.b and 38.c(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).
- d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

TERMINATION

40. 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 40.a the dispute shall be referred to arbitration . Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

- b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
 - (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by 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.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:
 - (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this condition, the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on 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.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
 - (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
 - (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and

- (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

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45 Project specific DEFCONs and DEFCON SC variants that apply to this contract

Tenderer to refer to DEFCON(s) and other conditions listed below

DEFCON 14 (Edition 11/05) – Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs;

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments
For the purposes of this Contract, the Contractor's liability under Clause 3 of DEFCON 76 (Edn 11/17) shall be limited to \$1,000,000 (one million US dollars).'

DEFCON 90 (Edition 11/06) – Copyright

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

DEFCON 532B (Edn. 05/18) - Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 611 (SC2) Edition 02/16 - Issued Property

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

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

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

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

DEFCON 642 Edition 06/14 - Progress Meetings

DEFCON 658 (SC2) (Edn. 11/17) - Cyber

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

DEFCON 694 (SC2) (Edn. 08/18) - Accounting for Property of the Authority

46 Special conditions that apply to this Contract

46.1 Pricing

a) Pricing for Item Number 1, 2, 3, 4, 6 and 7

The Firm Price for Item Numbers 1, 2, 3, 4, 6 and 7 is as set out in Schedule 2 (Schedule of Requirement)

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

ii) The Contractor shall receive payment in accordance with Clause 36. Payment shall follow on the completion of work and when an invoice / claim has been made to the Authority.

b) Pricing for Item Number 5

- i. The Firm Price for the performance of Item Number 5a and 5b shall be in accordance with the rates set out at Table 1 and Table 2 of Schedule 2 (Schedule of Requirement).
- ii. For Item 5a, the Contractor will be authorised to provide technical assistance upon the receipt of a telephone/ email incident up to a maximum number of 540 hours with a not to exceed maximum limit of liability value of up to \$5,000 per telephone/email incident commencing from 20/02/2021 until 31/03/2024 with a 1 (one) year option to extend until 31/03/2025 in accordance with contract clause 47.2(Authority to Proceed) and the requirement set out in Schedules 2 and 9. If during the contract period, the maximum number of hours (540) as detailed in Table 3 Schedule 2 are exceeded, before contract expiry then the Authority will contact the Contractor to request that an amendment is made to increase the number of hours. This will be amended through the issue of Schedule 12 to the Contractor. The Contractor in response to the Task Authorisation Form (TAF) being received from the Authority shall utilise the rates included at Schedule 2 (Schedule of Requirement) in Table 1 and Table 2 to provide the firm price for the additional hours that are required. The TAF is to be issued to the Apache PT for approval which will be carried out via a Contract Amendment at Schedule 10 and in accordance with Clause 6 (Amendments to Contract).
- iii. For Item 5a, upon the Authority issuing a request for technical support and the Contractor logging, prioritising and acknowledging the telephone/email request from the AWC POC within one (1) working day of receipt, if it is determined that the level of effort required to provide technical assistance is likely to exceed the maximum limit of liability value of up to \$5,000 per telephone/email incident request during contracted period of support commencing from 20/02/2021 and concluding on 31/03/2024 with a 1 (one) year option to extend until 31/03/2025, in accordance with contract clause 47.2 (Authority to Proceed) and the

This text has been redacted under exemptions set out by the Freedom of Information Act. Contract 700009743

requirement set out in Schedule 2 and 9, then the Contractor must submit a summary of the required task and level of effort required to resolve the incident via a Task Authorisation Form (TAF) as per Schedule 12 of the Contract. The Contractor should utilise the rates included at Schedule 2 (Schedule of Requirement) Table 1 and Table 2 to provide the firm price. The TAF is to be issued to the Apache PT for approval which will be carried out via a Contract Amendment at Schedule 10 and in accordance with Clause 6 (Amendments to Contract).

- iv. For Item 5b, if face to face technical support is required to resolve an incident, then the Contractor will be requested by the Apache PT to commence work via a Task Authorisation Form (TAF) as per Schedule 12 of the Contract. The Contractor should utilise the rates included at Schedule 2 (Schedule of Requirement) Table 1 and Table 2 to provide the firm price. Following the return of the completed TAF the Contractor will be given the Authority's unqualified acceptance via a Contract Amendment included at Schedule 10 and in accordance with Clause 6 (Amendments to Contract). The contract will be entered into when the Authority sends written notification of its entry into the contract by issuing an offer via DEFFORM 8, a signed TAF part C - Authority Authorisation and the tenderers acceptance via DEFFORM 10B.
- v. Any TAF raised will need to be completed in full as per Schedule 12. The Contractor shall submit all required evidence (as determined by the Authority acting reasonably) for each Task for Authority review.

c) Travel and Subsistence

All travel and subsistence shall be priced in accordance with the rates in Table 2 of Schedule 2 Schedule of Requirements.

46.2 Payment

- a) Payment for Item Number 1, 2, 3, 4, 6 and 7 shall be made upon completion of each deliverable / milestone(s) in accordance with Clause 36 (Payment & Recovery of Sums Due). The Contractor shall ensure that all such claims for payment reflect the Milestone Payment Plan set out in Schedule 15. Any claim for payment that does not accord with the Milestone Payment Plan of Schedule 15 shall not be regarded as a valid claim for payment.
- b) Payment for Item Number 5a including for any amendments placed under this item number shall follow on the completion of work and when an invoice / claim has been made to the Authority in accordance with Clause 36(Payment & Recovery of Sums Due).The contractor is required to submit invoice(s) to the Apache Project Team on a quarterly basis to claim payment for the number of hours expended when providing technical assistance and a Purchase Order will be raised and receipted on the Authority's CP&F system in accordance with Clause 36(Payment & Recovery of Sums Due). Where contract amendment is placed to include the work completed under SoR Item 5b, this will be included within Schedule 10.
- c) Payment for Item Number 5b shall follow on the completion of work and when an invoice / claim has been made to the Authority in accordance with an Authority approved Task Authorisation Form (TAF) as per Schedule 12 of the Contract and in accordance with Contract Clause 36(Payment & Recovery of Sums Due). A Contract Amendment to include the work completed under SoR Item 5b will be included within Schedule 10 and a Purchase Order will be raised and

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received on the Authority's CP&F system in accordance with Clause 36(Payment & Recovery of Sums Due).

- d) Payment shall be made in United States (US) Dollars (\$).
- e) The Contractor shall submit claims for payment in accordance with Clause 36 (Payment and Recovery of Sum Due).
- f) All payments under this contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool
- g) The approval of and/or making of any payment by the Authority shall not be construed as acceptance of the performance of the Contractor's obligations nor as a waiver of the Authority's rights, remedies, and liabilities under the Contract.

46.3 Quality Assurance Conditions

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with DEFCON 627

AQAP 2210 Edition A Version 2 NATO Supplementary Software Quality Assurance Requirements to AQAP 2110

ISO 9001:2015 Quality Management Systems

Def Stan 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions

Def Stan 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties

Def Stan 05-135 Issue 2 - Avoidance of Counterfeit Materiel

This Clause 46.3 is subject to Schedule 18 - Contractor Quality Plan.

46.4 Security

The Cyber Risk Profile is: LOW. The Risk Assessment Reference is: RAR-EG923UMA.

- a) Cyber Security
 - i. As of 1 January 2016, all suppliers bidding for new MOD requirements which include the transfer of 'MOD identifiable information' should achieve a Cyber Essentials Scheme (CES) certificate by the contract start date.
 - ii. The Cyber risk has been assessed as 'LOW'. A Supplier Assurance Questionnaire (SAQ) via <https://suppliercyberprotection.service.xgov.uk/> shall be completed by the Contractor. The Access Code is RAR-EG923UMA.
 - iii. The Contractor shall inform the Authority of the outcome of the completed assessment in

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advance of any Contract award.

- iv. The Contractor is directed to the following website for further guidance:
<https://www.gov.uk/government/publications/defence-cyber-protection-partnership-cyber-risk-profiles/overview-dcpp-and-cyber-security-controls>.

b) Security Aspects Letter

- i. The Security Aspects Letter (SAL) at Schedule 11 provides the contractor with instruction on the minimum requirements for the protection of the information

46.5 Contractor's Records

In addition to the provisions of Condition 18 any records of a sensitive nature, including but not limited to proprietary, confidential and classified information, shall not be released by the Contractor.

47 The processes that apply to this Contract are

47.1 Period of Contract

- a. The Contractor shall commence the Contract from the date of the Contractor's unqualified acceptance of the Authority's Offer and shall continue for a period of three (3) years and five (5) months.
- b. This contracting period will consist of a period of fourteen (14) months (November 2020 to December 2021) for the development of the MRFI reprogramming tool and train-the-trainer package. On-site field service support and a telephone/e-mail support package shall commence on 20th February 2021 to ensure continued support to the Apache Mk1 RFI and will continue concurrently with the MRFI support for a period of up to three (3) years and one (1) month.
- c. In addition to initial contracting period of three (3) years and five (5) months, the Contractor hereby grants to the Authority the irrevocable option to extend the Contract for an additional one (1) year period in accordance with the terms and conditions set out in this contract, it being agreed that the Authority has no obligation to exercise such option. The Authority shall exercise its option by no later than two (2) months prior to the end date of the Period of Contract in accordance with the process detailed in Schedule 12.

47.2 Authority to Proceed

- a. In accordance with Schedule 9, Statement of Requirement (Section 12 - Support Arrangements) - The Contractor is authorised at Contract Award to accept telephone call(s)/ emails in support of item 5a of Schedule 2, Schedule of Requirement of the Contract.
- b. The Contractor will be required to log the calls/ e-mails and commence work in accordance with item 5a up to a maximum value of \$5,000, as per the process outlined in Schedule 9, Statement of Requirement.
- c. In accordance with Schedule 9, Statement of Requirement (Section 12 - Support Arrangements) - The Contractor will commence work via a Task Authorisation Form (TAF) in support of item 5a where the value of support is likely to exceed \$5,000 in accordance with Schedule 9, Statement of Requirement and as per Schedule 12 of the Contract.
- d. The Contractor should utilise the rates included at Schedule 2 Table 1 and Table 2 to provide the firm price when pricing a Tasking Authorisation Form (TAF) in support of item 5a and item 5b.
- e. Following the return of a completed TAF in support of item 5a and item 5b the Contractor will be given the Authority's acceptance via a Contract Amendment included at Schedule 10.
- f. The Contractor should note that any Contract Amendments are in accordance with Clause 6

This text has been redacted under exemptions set out by the Freedom of Information Act. Contract 700009743 (Amendments to Contract) except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.

47.3 Technical Assistance Agreement

- a. Technical Assistance Agreement (TAA) TAA 2488-12 between Lockheed Martin Rotary & Mission Systems Division and the Authority applies to this effort.

SC2 Schedules

Schedule 1 - Definitions

Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

Authority

means the Secretary of State for Defence acting on behalf of the Crown;

Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;

Business Day

means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays (UK);

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or Executive Agency;

Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance

with clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging

means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

Conditions

means the terms and conditions set out in this document;

Consignee

means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor

means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract

means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);

Contract Price

means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor

with the consent of the Authority;

Contractor Commercially Sensitive Information means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods means those substances, preparations and articles that are capable of posing a risk to health, safety,

property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.aof.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;

DeliveryDate

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
EffectiveDate of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
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;

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

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;

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

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;

Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none">a. pre-consumer reclaimed wood and wood fibre and industrial by-products;b. post-consumer reclaimed wood and wood fibre, and driftwood;c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and

which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

TransparencyInformation

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

AWC	means the Air Warfare Centre located at RAF Waddington
JEWOSC	means Joint Electronic Warfare Operational Support Centre based at the Air warfare Centre at RAF Waddington
POC	Means a Point of Clarification
TAA	means a Technical Assistance Agreement

Schedule 2 - Schedule of Requirements for Services for Contract No: 700009743

Licensing of the EAR/ITAR classified items for export shall be the responsibility of the Contractor. These items are indicated with their respective classification codes in the tables that follow:

Item No.	Item Details	Price (\$) Ex VAT
1	<p>Specification - Functional Requirements</p> <p>The Contractor is to refer to the Statement of Requirement (Section 6 - Functional Requirement of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall provide an MRFI reprogramming tool with the following capabilities:</p> <ul style="list-style-type: none"> a) This text has been redacted under exemptions set out by the Freedom of Information Act. b) This text has been redacted under exemptions set out by the Freedom of Information Act. c) This text has been redacted under exemptions set out by the Freedom of Information Act. d) This text has been redacted under exemptions set out by the Freedom of Information Act. e) This text has been redacted under exemptions set out by the Freedom of Information Act. f) Compatibility with Windows 7 and Windows 10 operating systems g) Provide the Authority with two (2) electronic copies on CD-Rom disc of each user manual, for all aspects of software and hardware. <p>The Contractor is to refer to the Statement of Requirement (Section 7 - Functional Requirement of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall provide the following hardware:</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>

Item No.	Item Details	Price (\$) Ex VAT
	<ul style="list-style-type: none"> a. MRFI Rig chassis/racking (similar or same as the RFI Rig) b. 317A852-1 Cable Assy, Special Purpose, Electric c. 317A853-1 Cable Assy, Interconnect, RF d. Power supply/connector (converts building Lab power to Aircraft power on rig) e. The mains power cable should be fitted with an industrial plug rated at: 32Amp/5pin/6h/red/3 phase N&E/200v/346v 240v/415 f. A suitable earth bonding cable should be provided so that the rig's chassis can be connected to a suitable earth point (ideally 10mm2 cable or to the latest IEE Regs g. The relevant cabling for the connection between the Rig and the new EDISP PC h. EDISP computer with 2 monitors keyboard, mouse etc.: <ul style="list-style-type: none"> (1) To be accompanied by compatible ancillaries: monitors keyboard and mouse i. Quantity 20 UDM Loaders 	
2	<p>Specification - Early Engineering Drop</p> <p>The Contractor shall provide an early engineering drop of the tool six months after contract award to enable early development work in accordance with Section 8 Functional Requirement of Schedule 9).</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>

Item No.	Item Details	Price (\$) Ex VAT
3	<p>Specification - Training</p> <p>The Contractor is to refer to the Statement of Requirement (Section 10 - Technical Manuals and Training of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>Provide one (1) initial train-the-trainer package, at RAF Waddington in the United Kingdom, delivered to five (5) members of JEWOSC to allow them to provide future on- the-job training, noting that:</p> <p>a) Training shall be held shortly prior to, or immediately after, the installation/validation of the reprogramming tool;</p> <p>b) Exact training location and training date/ times are to be agreed between the Authority and the Contractor.</p> <p>c) The Contractor shall provide training materials and hand-outs to the five (5) JEWOSC attendees as necessary for the above training, plus one additional training pack on CD-Rom.</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>
4	<p>Specification - Installation</p> <p>The Contractor is to refer to the Statement of Requirement (Section 11 - Support Arrangements of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall provide on-site field service support as follows:</p> <p>a) Install the tool at the JEWOSC, Thompson Building, RAF Waddington, UK.</p> <p>b) Validate the functionality of the tool at the</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>

Item No.	Item Details	Price (\$) Ex VAT
	<p>JEWOSC, Thompson Building, RAF Waddington, UK, using an external radio frequency (RF) stimulus.</p> <p>c) The installation and validation above shall be completed within five (5) Business Days (Monday through Friday) between the hours of 0800 – 1700 (Business Hours) UK Local Time; and</p> <p>d) Upon completion of installation and validation, provide a minimum of one (1) and maximum of two (2) on-site Field Service Representatives (FSRs), who will provide face-to-face technical support at the Thompson Building, AWC, RAF Waddington, UK, for five (5) Business Days (Monday through Friday) between the hours of 0800 – 1700 (Business Hours) UK Local Time.</p>	
5a	<p>Specification -Telephone Support</p> <p>The Contractor is to refer to the Statement of Requirement (Section 12 - Support Arrangements of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall provide off site engineering telephone and technical support as follows:</p> <ul style="list-style-type: none"> a) Provide engineering technical assistance via a telephone/email support service on an ad hoc basis with a not to exceed maximum limit of liability value of up to \$5,000 per telephone/email incident, with the requirement that: b) This service begins from 20/02/2021 to enable continued support to the RFI in the first instance; MRFI support begins immediately following the five (5) days of on-site technical support from the FSR; or immediately after training, from which time RFI and MRFI support will be provided concurrently. 	<p>Refer to Contract Amendment table at Schedule 10</p>

Item No.	Item Details	Price (\$) Ex VAT
	<p>c) The telephone/email support service should be available during standard US office hours, excluding public holidays.</p> <p>d) Initiation of support shall be made by the JEWOSC Point of Contact (POC);</p> <p>e) The Contractor shall receive, log, prioritise and acknowledge telephone/email requests from the AWC POC within one (1) working day of receipt;</p> <p>f) The Contractor shall assess the extent of the support required per technical query and submit an approval request to the Apache Delivery Team (DT) if the agreed maximum monetary value required for the task is likely to be exceeded.</p> <p>Contractor to note: The Contractor is required to log the calls and commence work up to a maximum value of \$5,000, as per the process outlined in Schedule 9, Statement of Requirement, and Conditions 46.1 and 46.2 and 47.2.</p> <p>g) The Contractor shall provide a timescale for resolution within two (2) working days of receipt, unless a different timescale has been agreed with the AWC POC; and</p> <p>h) The Contractor shall provide a solution to the AWC within the agreed timescale.</p>	
5b	<p>Specification - On-Site Support</p> <p>The Contractor is to refer to the Statement of Requirement (Section 11 - 12 Support Arrangements of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p>	<p>Refer to Contract Amendment table at Schedule 10</p>

Item No.	Item Details	Price (\$) Ex VAT
	<p>If technical support via telephone/email is not an effective route for resolving an issue in accordance with item no 5a, the Contractor shall attend a face-to-face meeting at JEWOSC, UK, as agreed on a case-by-case basis with the Authority.</p> <p>Contractor to note: The Contractor will commence work via a Task Authorisation Form (TAF) in support of this item 5b of Schedule 2, Schedule of Requirement as per Schedule12 of the Contract.</p>	
6	<p>Specification - PMR</p> <p>The Contractor is to refer to the Statement of Requirement (Section 16 - 19 Programme Management Reviews of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall, attend and support three (3) Programme Management Reviews (PMRs) either in the UK or virtually to ensure that the Authority is informed of any programme performance and issues. The PMRs should focus on the main deliverables in the Statement of Work (SOW) and any issues in the issue log that need to be addressed</p> <p>The PMR will also review and address the deliverable monthly progress report which will detail percentage progression against each milestone.</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>
7	<p>Specification - TIM</p> <p>The Contractor is to refer to the Statement of Requirement (Section 22-25 Technical Interchange Meetings of Schedule 9) for a Reprogramming Capability for The Modernized Radar Frequency Interferometer.</p> <p>The Contractor shall support three (3) Technical Interchange Meetings (TIMs) per year either at the</p>	<p>Refer to Milestone Payment Plan Schedule 15</p>

This text has been redacted under exemptions set out by the Freedom of Information Act. Contract 700009743

Item No.	Item Details	Price (\$) Ex VAT
	Contractor's USA facility or virtually, to enable the Authority and JEWOSC to understand ongoing progress.	
	TOTAL FIRM PRICE including Delivery for ITEMS 1,2,3,4,6 and 7 US Dollars \$ (ex Vat)	\$ 5,220,262

Table 1 Contractor Hourly Labour Rates

Labour Category	Labour Rates \$ (ex VAT)					
	Contractor ID Code	01/01/21-31/12/21	01/01/22-31/12/22	01/01/23-31/12/23	01/01/24-31/12/2024	(Option) 01/01/25-31/12/25
Principal Engineer	YE6 / 41619	This text has been redacted under exemptions set out by the Freedom of Information Act				
Senior Staff Engineer	YE5 / 41519	This text has been redacted under exemptions set out by the Freedom of Information Act				
Staff Engineer	YE4 / 41419	This text has been redacted under exemptions set out by the Freedom of Information Act				
Senior Engineer	YE3 / 41319	This text has been redacted under exemptions set out by the Freedom of Information Act				
Engineer	YE2 / 41219	This text has been redacted under exemptions set out by the Freedom of Information Act				
Associate Engineer	YE1 / 41119	This text has been redacted under exemptions set out by the Freedom of Information Act				
Designer Drafter and Illustrator	YE0 / 41019	This text has been redacted under exemptions set out by the Freedom of Information Act				
Senior Principal Analyst	YA3 / 41919	This text has been redacted under exemptions set out by the Freedom of Information Act				
Principal Analyst	YA2 / 41819	This text has been redacted under exemptions set out by the Freedom of Information Act				
Analyst	YA1 / 41719	This text has been redacted under exemptions set out by the Freedom of Information Act				
Assembly (Including MSRV)	YF1 / 20019	This text has been redacted under exemptions set out by the Freedom of Information Act				
Mfg Supp Non-Exempt	YM1 / 20119	This text has been redacted under exemptions set out by the Freedom of Information Act				
Mfg Supp Exempt	YM2 / 20219	This text has been redacted under exemptions set out by the Freedom of Information Act				
Test (Including MSRV)	YF2 / 20419	This text has been redacted under exemptions set out by the Freedom of Information Act				
Machinist (Including MSRV)	YF3 / 20619	This text has been redacted under exemptions set out by the Freedom of Information Act				

Table 2 Travel and Subsistence Rates

Included within the price at Schedule 2 LM RMS has bid a total of two (2) trips as part of this effort:

- The first trip is projected to align with the delivery of the Engineering Release and S/W Install at JEWOSC (Eng Drop), also in conjunction with the 2nd PMR/TIM event.
- The last trip will be for the In-Country Install and Training event at the conclusion of the development period of performance - S/W Install at JEWOSC and Integration Lab (Final Release/Customer ATP)
- Any additional travel requests will need to be funded as part of the Over and Above (O&A) CLIN.
- Lockheed Martin Corporation is actively monitoring the rapidly changing circumstances surrounding the COVID-19 Pandemic and its impact to both Direct and Indirect costs and associated rates used in pricing proposals. As a result of the recent international travel bans announced by the United States Government, LM's travel provider, BCD Travel, no longer provides airfare quotes for the countries covered within the ban. Since we are unable to obtain airfare quotes from our travel provider, LM has used an alternate travel site (Travelocity) to obtain the necessary international airfare quotes for the proposal estimate. In accordance with LM policy, international airfare will continue to be priced using the lowest cost economy airfare. During negotiations, after the COVID-19 situation stabilizes and the travel bans are lifted, LM will update its international airfare estimate using LM travel provider quotes. If LM's ability to travel is restricted due to COVID-19, the installation and training activities will be performed remotely.

Labour Category	Rates \$ (ex VAT)				
	01/01/21- 31/12/21	01/01/22- 31/12/22	01/01/23- 31/12/23	01/01/24- 31/12/2024	(Option) 01/01/25- 31/12/25
YSUB / YDSP (Purchase services & drop ship material)	This text has been redacted under exemptions set out by the Freedom of Information Act.				
OVA (Other Value Add / Other Direct costs - no fee)	This text has been redacted under exemptions set out by the Freedom of Information Act.				
ONVA (Other Non Value Add / Other Direct costs - no fee)	This text has been redacted under exemptions set out by the Freedom of Information Act.				
YMaterial (with MSRV)	This text has been redacted under exemptions set out by the Freedom of Information Act.				

Table 3 Maximum Contract Price - Support

Period	Hours	Price
Contract Award Date to 31/03/2024	540	\$200,655.42

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31/03/2024
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: DE&S Central Legal Services, Commercial Law (CLS-CL)
Condition 8 – Authority's Representatives: The Authority's Representatives for the Contract are as follows: Commercial: (as per Item 1 DEFFORM 111) Project Manager: (as per Item 2 DEFFORM 111)
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: Apache DT, Box 188, Centenary House, Building 100, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB (as per DEFFORM 111) Contractor: Lockheed Martin Rotary and Mission Systems - Owego 1801 State Route 17C Owego, New York 13827 Notices can be sent by electronic mail? Yes

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Refer to Schedule 9. The Contractor shall attend and support three Programme Management Reviews, Fortnightly Project Teleconferences and Three Technical Interchange Meetings Per Annum.

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Refer to Schedule 9. Monthly Progress Report

Reports shall be Delivered to the following address:

Project Manager Email: This text has been redacted under exemptions set out by the Freedom of Information Act

Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? No

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 90 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

Refer to Quality Assurance Condition 46.3

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 30 November 2020

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: 30 November 2020

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: Item No 1

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

Yes

Applicable to Line Items: Item No 1

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Item No 1, 2, 3, 4, 5, 6, and 7

Special Delivery Instructions:

N/A

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

Condition 28.c - Collection by the Authority:

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

N/A

Special Delivery Instructions:

N/A

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

Consignor details (in accordance with 28.c.(4)):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Consignee details (in accordance with condition 23):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Condition 30 – Rejection:

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

The time limit for rejection shall be 20 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

N/A

Pricing and Payment

Condition 35 – Contract Price:

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

Line Items: 5

Termination	
Condition 42 – Termination for Convenience:	
The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:	
The Notice period for termination shall be 20 Business Days	
Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>	
See Annex A to Schedule 3 (DEFFORM 111)	

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: 700009743

Contract No: 700009743

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

This text has been redacted under exemptions set out by the Freedom of Information Act. Contract 700009743

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - 1. evaluate the Contractor Change Proposal;
 - 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal

(amended as necessary) the Authority shall:

1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: 700009743

Contract No: 700009743
Description of Contractor's Commercially Sensitive Information: Contractor Rates for Telephone Support
Cross Reference(s) to location of sensitive information: Schedule 2
Explanation of Sensitivity: Contractor Rates are considered proprietary and should be protected from release
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: Brian Janosko Position: Contract Negotiator Sr. Staff Address: 1801 State Route 17C Owego, NY 13827 Telephone Number: 607-751-6125 Email Address: brian.janosko@lmco.com

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract:
Data Requirements for Contract No: 70009743**

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor**

Contract No: 70009743

Contract Title: Modernized Radar Frequency Interferometer (MRFI) User Data Module Generator

Contractor: Lockheed Martin Corporation, Rotary and Mission Systems

Date of Contract: 6/2/2020

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

~~* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.~~

Contractor's Signature:

This text has been
redacted under
exemptions set out by
the Freedom of
Information Act

Name: Brian Janosko

Job Title: Contract Negotiator Senior Staff

Date: 6/2/2020

* check box (TT) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 700009743

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
N/A	N/A	N/A	N/A	N/A

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: 700009743

For Articles/Services delivered under the Contract the Authority shall, unless otherwise expressly agreed, undertake a visual inspection of the articles/services and provide a signature as proof of delivery of the article/service.

Schedule 9 - Statement of Requirement - V5

Purpose and Scope

2. The purpose of this Statement of Requirement (SoR) is to describe the scope, content and deliverables of the activities to be undertaken by the Contractor to support the Authority's procurement of a reprogramming capability for the AN/APR-48B Modernized Radar Frequency Interferometer (MRFI) for the UK AH-64E.

Document Structure

3. This SOR is divided into the following sections:
- a. Section 0 (this section) supplies general instructions and explains the format used in individual tasks in the following sections.
 - b. Section 1 describes the requirement for core contractor responsibilities.
 - c. Section 2 describes the requirement for progress meetings and reporting.

Definitions of terms and text formats

4. In this document, the following words and text formats have the specific meaning defined below.
5. Use of "shall", "should", "must", "will", and "may" within the SOR observes the following rules:
- a. The word "SHALL" in the text expresses a mandatory requirement of the SOR. Departure from such a requirement is not permissible without formal agreement between the Contractor and the Authority.
 - b. The word "SHOULD" in the text expresses a recommendation or advice on implementing such a requirement of the SOR. The Authority expects such recommendations or advice to be followed unless good reasons are stated for not doing so.
 - c. The word "MUST" in the text is used for legislative or regulatory requirements (e.g. Health and Safety) with which both the Contractor and Sub Contractor shall comply. It is not used to express a requirement of this SOR.
 - d. The word "WILL" in the text expresses a provision or service by the Contractor or an intention by the Contractor in connection with a requirement of the SOR.
 - e. The word "MAY" in the text expresses a permissible practice or action. It does not express a requirement of the SOR.

SECTION 1 – CORE CONTRACTOR RESPONSIBILITIES

6. All elements of this SOR shall hold users, maintainers and operators' safety, and equipment readiness at the highest priority.

Functional Requirements

7. The Contractor **shall** provide an MRFI reprogramming tool with the following capabilities:

- a. This text has been redacted under exemptions set out by the Freedom of Information Act.
- b. This text has been redacted under exemptions set out by the Freedom of Information Act.
- c. This text has been redacted under exemptions set out by the Freedom of Information Act.
- d. This text has been redacted under exemptions set out by the Freedom of Information Act.
- e. This text has been redacted under exemptions set out by the Freedom of Information Act.
- f. Compatibility with Windows 7 **and** Windows 10 operating systems.

8. In addition to the above, the Contractor **shall** provide the following hardware:

- a. MRFI Rig chassis/racking (similar or the same as the RFI Rig)
- b. 317A852-1 Cable Assy, Special Purpose, Electric
- c. 317A853-1 Cable Assy, Interconnect, RF
- d. Power supply/converter (converts building Lab power to Aircraft power on rig)
- e. The mains power cable should be fitted with an industrial plug rated at: 32Amp/5pin/6h/red/3phase N&E/200v /346v 240v / 415
- f. A suitable earth bonding cable should be provided so that the rig's chassis can be connected to a suitable earth point (ideally 10mm² cable or to the latest IEE Regs).
- g. The relevant cabling for the connection between the Rig and the new EDISP PC.
- h. EDISP computer with 2 monitors, keyboard, mouse etc.:
 - (1) To be accompanied by compatible ancillaries; monitors, keyboard and mouse.
- i. Quantity 20 UDM loaders

9. The Contractor is requested to provide an early engineering drop of the tool six months after contract award to enable early development work.

Non-functional Requirements

10. The Contractor **shall**:

- a. Reuse/rebuild/remanufacture existing software and hardware where possible.

Technical Manuals and Training

11. The Contractor **shall**:

- a. Provide the Authority with two (2) electronic copies on CD-Rom disc of each user manual, for all aspects of software and hardware.
- b. Provide one (1) initial train-the-trainer package, at RAF Waddington in the United Kingdom, delivered to five (5) members of JEWOSC to allow them to provide future on-the-job training, noting that:
 - (1) Training shall be held shortly prior to, or immediately after, the installation/validation of the reprogramming tool;
 - (2) Exact training location and training date/ times are to be agreed between the Authority and the Contractor
 - (3) The Contractor shall provide training materials and hand-outs to the five (5) JEWOSC attendees as necessary for the above training, plus one additional training pack on CD-Rom.

Support Arrangements

12. The Contractor **shall** provide on-site field service support as follows:
 - a. Install the tool at the JEWOSC, Thompson Building, RAF Waddington, UK.
 - b. Validate the functionality of the tool at the JEWOSC, Thompson Building, RAF Waddington, UK, using an external radio frequency (RF) stimulus.
 - c. The installation and validation above shall be completed within five (5) Business Days (Monday through Friday) between the hours of 0800 – 1700 (Business Hours) UK Local Time.
 - d. Upon completion of installation and validation, provide a minimum of one (1) and maximum of two on-site Field Service Representatives (FSRs), who will provide face-to-face technical support at the Thompson Building, AWC, RAF Waddington, UK, for five (5) Business Days (Monday through Friday) between the hours of 0800 – 1700 (Business Hours) UK Local Time.
13. The Contractor **shall** provide off site engineering telephone and technical support as follows:
 - a. Provide engineering technical assistance via a telephone/email support service on an ad hoc basis commencing from 20th February 2021 in order to ensure continued support to the Apache Mk1 RFI then running concurrently with the MRFI support for a period of up to three (3) years and five (5) months with the option to extend for one (1) additional year, with the requirement that:
 - (1) The MRFI service begins immediately following the five (5) days of on-site technical support from the FSR, or immediately after training;
 - (2) The telephone/email support service should be available during standard US office hours, excluding public holidays;
 - (3) Initiation of support shall be made by the AWC Point of Contact (POC);
 - (4) The Contractor shall receive, log, prioritise and acknowledge telephone/email requests from the AWC POC within one (1) working day of receipt;
 - (5) The Contractor shall assess the extent of the support required per technical query and submit an approval request to the Apache CSP Delivery Team (DT) if the agreed maximum monetary value required for the task is likely to be exceeded.
 - (6) The Contractor shall provide a timescale for resolution within two (2) working days of receipt, unless a different timescale has been agreed with the AWC POC;
 - (7) The Contractor shall provide a solution to the AWC within the agreed timescale; and

- (8) If technical support via telephone/email is not an effective route for resolving an issue, the Contractor shall attend a face-to-face meeting at JEWOSC, UK, as agreed on a case-by-case basis with the Authority.

Security arrangements

14. The Contractor **shall** supply supporting documents as requested by the Authority to enable the Authority to provide security accreditation for all hardware and software that will enter the Thompson Building, RAF Waddington, UK.

Timing

15. The Contractor **shall** provide training, installation and validation of an early engineering drop of the MRFI reprogramming capability six months after contract award and the fully operational tool 14 months after contract award.

SECTION 3 – PROGRESS MEETINGS AND REPORTING

Programme Management Reviews

16. The Contractor **shall** attend and support three (3) Programme Management Reviews (PMRs) either virtually or in the UK to ensure that the Authority is informed of any programme performance and issues. The PMRs should focus on the main deliverables in the Statement of Work (SOW) and any issues in the issue log that need to be addressed.
17. The Contractor PM **shall** prepare and deliver a briefing slide pack for each PMR one (1) week prior to the PMR being conducted and in accordance with the list at para 16.
- a. The briefing shall be delivered by the Contractor's Project Manager (PM).
18. The Contractor PM **shall** prepare an Agenda to be issued one (1) week prior to the PMR being conducted and distribute Minutes detailing the Agenda topics, discussions and agreed actions for each PMR following the PMR meeting within two (2) weeks to the Authority.
19. The PMR **shall** cover, but not be limited to, the following topics:
- a. Review Objectives/Goals of the PMR
 - b. PMR Action Item Review
 - c. Contractor PM to provide program status
 - d. Level 1 Plan highlighting major project activities, milestones and key deliverables for the whole project
 - e. Hardware Summary
 - f. Software Summary
 - g. Logistics
 - h. Risk Management Review
 - i. Key Dependency Review
 - j. Contract Milestone Status reports detailing the percentage progression of each milestone for each month, review of the top-level schedule and the milestone plan
 - k. Commercial Issues
 - l. PMR Summary
 - m. Contractor PM Closing Remarks

Project Teleconference

20. The Contractor **shall** be responsible for arranging (including sending a Meeting Request and providing Login Details) a fortnightly Project Teleconference to discuss ongoing Project and Commercial activity.
21. The Authority **shall** chair and provide a list of topics at least five (5) Business Days prior to the Project Teleconference.

Technical Interchange Meetings (TIMs)

22. The Contractor **shall** support three (3) Technical Interchange Meetings (TIMs) either virtually or at the Contractor's USA facility to enable the Authority and JEWOSC to understand ongoing progress.
23. The Contractor **shall** prepare and deliver a briefing for each TIM.
24. The Contractor **shall** prepare and distribute PDF Minutes detailing the Agenda topics, discussions and agreed actions for each TIM following the TIM meeting within one (1) week to the Authority.
25. The TIMs shall cover a mutually agreed agenda which shall be provided by the Authority one (1) week prior to the TIM taking place; and
26. All PMRs and TIMs will be targeted to combine into 2-day events.

Contractor Programme Management

27. The Contractor **shall** provide Project and/or Programme Management activities throughout the life of the Contract, which shall include but not be limited to:
 - a. Project planning, progressing and monitoring;
 - b. Project meetings (PMRs and TIMs outlined above) and reporting on project progress;
 - c. Management of contracts and subcontracts (if applicable);
 - d. Co-ordination and management of any required trials/tests; and
 - e. Provide courtesy monthly reports, in contractor format.

Schedule 10 - Contract Amendment for Technical Assistance and Ad-Hoc UK visiting for Contract: 700009743

Engineering Technical Assistance - Telephone/E-Mail Support (Item 5a, Schedule 2)

Amendment Number	Description	Date Completed	Price

Ad-Hoc UK Visiting (Item 5b, Schedule 2)

Amendment Number	TAF reference	Description	Date Completed	Price (as per TAF)

Schedule 11 - Security Aspects Letter



Ministry
of Defence



David H Lee
Apache Project Team

01935 361578

DESApache-CapDel-
SyAsrncCoord@mod.gov.uK
Defence Equipment & Support
Leonardo Helicopters, Box 188
Lysander Road, YEOVIL
Somerset BA20 2YB

Mr Sean Kane
Lockheed Martin RMS
Mail Drop 0232
1801 State Route 17 C
Owego, NY 13827

13th November 2019

Our Reference: DES/580/T03/A12/Grading

SECURITY ASPECTS LETTER

Dear Sir

Contract 700009743 - Modernised Radar Frequency Interferometer MRFI Reprogramming Tool

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the following aspects are designated as This text has been redacted under exemptions set out by the Freedom of Information Act. for the purpose of DEFCON 659A Security Clause included in the contract and, for DEFCON 660, aspects that are Security Marked as This text has been redacted under exemptions set out by the Freedom of Information Act. .

These tables have been redacted under exemptions set out by the Freedom of Information Act

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2. This text has been redacted under exemptions set out by the Freedom of Information Act. The Contract Security Clause for any work conducted in the United States of America are contained in Annex B for your compliance.

3. Will you please confirm that:

a. The above definition of the This text has been redacted under exemptions set out by the Freedom of Information Act. of the above contract has been brought to the attention of the person directly responsible for the security of this contract.

b. The definition is fully understood.

c. You have access to the [Security Policy Framework](#) and other security requirements/measures provided on the [DE&S PSyA](#) restricted access website or alternative and that measures can, and will be taken to safeguard This text has been redacted under exemptions set out by the Freedom of Information Act. .

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information associated with this contract.

4. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

5. Any access to classified information on MoD premises that may be needed will be subject to MoD security regulations under the direction of the MoD Project Officer.

6. Any requirement to sub-contract or collaborate with an overseas contractor on work in regard to this contract shall be subject to the F1686 procedure and in these cases the Appendix to DEFCON 659A shall not apply. In these circumstances the advice of the Authority should be sought to identify appropriate Security Clauses to be included in the sub-contract.

Yours faithfully

David H Lee

Apache Security Assurance Coordinator

Annex A: This Annex has been redacted under exemptions set out by the Freedom of Information Act.

Annex B: This Annex has been redacted under exemptions set out by the Freedom of Information Act.

Copy to:

Copy via MODNET email to:

DES PSyA-SecurityAdviceCentre (MULTIUSER)

SPO DSR-STInd (MULTIUSER)

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Schedule 12 – Task Authorisation Form (TAF) for Contract: 700009743

PROCEDURE FOR TASKING WITHIN 700009743

1. In accordance with Schedule 2 (Schedule of Requirements) the Authority may require the Contractor to provide Tasks in connection to Items 5a and Item 5b as detailed in Schedule 2 using the process detailed in this Schedule 12.
2. If during the three (3) years and five (5) months contract period, the maximum number of hours of 540 under Item 5a are exceeded before contract expiry then the Authority will contact the Contractor to request that an amendment is made to increase the number of hours. This will be amended through the issue of Schedule 12 to the Contractor. The Contractor in response to the Task Authorisation Form (TAF) being received from the Authority shall utilise the rates included at Schedule 2 (Schedule of Requirement) in Table 1 and Table 2 to provide the firm price for the additional hours that are required. The TAF is to be issued to the Apache PT for approval which will be carried out via a Contract Amendment at Schedule 10 and in accordance with Clause 6 (Amendments to Contract).
3. For Item 5a, upon the Authority issuing a request for technical support and the Contractor logging, prioritising and acknowledging the telephone/email request from the AWC POC within one (1) working day of receipt; if it is determined that the level of effort required to provide technical assistance is likely to exceed the maximum limit of liability value of up to \$5,000 per telephone/email incident request in accordance with contract clause 47.2 and the requirement set out in Schedule 2 and 10, then the Contractor must submit a summary of the required task and level of effort required to resolve the incident via a Task Authorisation Form (TAF) as per Schedule 13 of the Contract. The Contractor should utilize the rates included at Schedule 2 (Schedule of Requirement) Table 1 and Table 2 to provide the firm price. The TAF is to be issued to the Apache PT for approval which will be carried out via a Contract Amendment at Schedule 10 and in accordance with Clause 6 (Amendments to Contract).
4. For Item 5b, if face to face technical support is required to resolve an incident, then the Contractor will be requested by the Apache PT to commence work via a Task Authorisation Form (TAF) as per Schedule 13 of the Contract. The Contractor should utilize the rates included at Schedule 2 (Schedule of Requirement) Table 1 and Table 2 to provide the firm price. Following the return of the completed TAF the Contractor will be given the Authority's unqualified acceptance via a Contract Amendment included at Schedule 10 and in accordance with Clause 6 (Amendments to Contract). The contract will be entered into when the Authority sends written notification of its entry into the contract by issuing an offer via DEFFORM 8 a signed TAF part C - Authority Authorisation and the

tenderers acceptance via DEFFORM 10B.

5. The Contractor shall not commence any Task prior to receipt of formal written authorisation of the Task evidenced by the signature and dating of Part C of the Tasking Authorisation Form by the Apache CSP Project Manager and Commercial Officer and the provision of a unique reference number for the Task. Any work and/or services undertaken prior to receipt of formal authorisation of a Task shall be at the Contractor's own risk. The Authority will not pay the Contractor for any goods and/or services completed in advance of an authorised Task.
6. Any requirement for Tasks shall be defined by the Authority's Project Officer by completing and authorising Part A of the Additional Tasking Form. The Authority's Commercial Officer shall authorise Part A of the Tasking Authorisation Form and forward the Tasking Authorisation Form to the Contractor for completion by the Contractor.
7. For the purposes of identifying individual Tasks, the Authority will allocate a discrete sequential reference number, which the Contractor shall use.
8. Within 14 (fourteen) Business Days of receipt of an approved Tasking Authorisation Form, or such other period agreed by both Parties, the Contractor shall complete Part B of Tasking Authorisation Form and return the Tasking Authorisation Form to the Authority's Commercial Branch together with any supporting documents referred to in Part B. Such Part B and supporting documents shall constitute the Contractor's proposal (a "**Proposal**"). Where it is not possible to provide the Authority with a Proposal within such 14 (fourteen) Business Days or such other period then the Contractor shall at the earliest opportunity within the 14 (fourteen) Business Days or such other period advise the Authority's Commercial Officer of the reason for the delay and provide a firm date for when a Proposal will be supplied.
9. The Contractor shall price all Proposals using the labour and overhead rates agreed set out in Schedule 2 (Schedule of Requirement) in Table 1 and Table 2. Travel and Subsistence shall be priced in accordance with the Defence Travel Policy Reference Business Travel Guide, Version: 1.0 – 2019 Effective Date 01 April 2019 *(or any updated guidance from time to time)*.
10. The Parties shall agree the Contract Profit Rate for Tasks on a case by case basis before the Authority's Project Officer and Commercial Officer complete Part C of the Tasking Authorisation Form.
11. Disagreement relating to a Proposal shall be dealt with in accordance Clause 40 (Dispute Resolution (English Law)).

12. If the Authority agrees with a Proposal, the Apache CSP Project Manager and Commercial Officer shall complete Part C of the Tasking Authorisation Form and the Authority's Commercial Officer shall forward the Tasking Authorisation Form to the Contractor.
13. The Contractor shall complete the Task. On completion of the Task, the Contractor shall submit to the Apache CSP Project Manager Part D of the Tasking Authorisation Form together with evidence of completion of the Task in accordance with the acceptance criteria as set out in the Tasking Authorisation Form.
14. Following the Apache CSP Project Manager acknowledgement of completion, the Contractor shall submit a claim for payment in accordance with the Clause 36 (Payment and Recovery of Sums Due).
15. The Authority reserves the right to reject the Task in accordance with Clause 30 (Rejection).
16. Tasks which have been completed will be formally added to Schedule 11 when the next amendment to the Contract is raised, or on a quarterly basis, whichever occurs first.
17. In addition to the Authority's rights of termination under other Conditions, any Task may be terminated in accordance with Clause 42 (Termination for Convenience) and the Authority may require the Contractor to furnish a report setting out the work done to the date of termination with such recommendations as may be possible at that stage

TASKING AUTHORISATION FORM CONTRACT: 700009743

PART A – DEFINITION OF TASK

Part A Section 1: Description of Task

Task Serial No:		Revision:		Date:	
Title:					
Task Requirement:					
Acceptance Criteria:					

Part A Section 2: Authorisation of the Task

Project	TITLE	SIGNATURE
Task requirement issued by the Apache CSP Project Manager		
Date:		
Commercial	TITLE	SIGNATURE
Task requirement issued by the Authority's Commercial Officer		
Date:		
Finance	TITLE	SIGNATURE
Task requirement issued by the Authority's Finance		
Date:		

PART B - CONTRACTOR'S PROPOSAL					
Part B Section 1: Proposal					
Tasks shall be undertaken in accordance with the Contract.					
Task Serial No:		Revision:		Date:	
TITLE					
Task Response: Please attach Proposal.					
Proposed Timescales:					
Proposed Government Furnished Assets, Facilities and Information:					
Export Control					

Firm Price (including full breakdown):

The work described in Part A is submitted for Authority authorisation against the following Firm Price:

- a) hours/days to complete the requirement
- b) hour/day rates
- c) materials at cost used (provide NSN if applicable)
- d) Sub-Contractor costs
- e) T&S
- f) Freight costs
- g) Other costs (used to recover overhead costs not otherwise recovered through the activity-based hourly and daily rates)
- h) Contract Profit Rate for the Task
- i) Risk (providing evidence and risk register)
- j) SG&A (providing SG&A breakdown)

**Total Firm
Price:
(UK GBP)**

**Proposal Valid
Until:**

Part B Section 2: Contractor Authorisation

	Title	Signature
Authorised on behalf of the Contractor		
Date:		

PART C – AUTHORITY AUTHORISATION				
Part C Section 1: Details				
Task Serial No:		Revision:		Date:
Title:				
Part C Section 2: Authorisation				
Project	TITLE	SIGNATURE		
Task requirement issued by the Apache CSP Project Manager				
Date:				
Commercial	TITLE	SIGNATURE		
Task requirement issued by the Authority's Commercial Officer				
Date:				
Finance	TITLE	SIGNATURE		
Task requirement issued by the Authority's Finance Officer				
Date:				
PART D – COMPLETION OF TASK				
TITLE		SIGNATURE		
Signed on behalf of the Contractor to confirm the Task has been completed.				
Date:				
TITLE		SIGNATURE		
Signed on behalf of the Project Service Delivery Manager to confirm the Task has been complete				
Date:				

Schedule 13 - Statement of Good Standing

The Statement Relating to Good Standing

Contract Title: Provision of Modernized Radar Frequency Interferometer (MRFI) Reprogramming Tool

Contract Number: 700009743

1. We confirm, to the best of our knowledge and belief, that Lockheed Martin Corporation including its directors or any other person who has powers of representation, decision or control or is a member of the administrative, management or supervisory body of Lockheed Martin Corporation has not been convicted of any of the following offences within the past 5 years:

a. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;

b. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

c. common law offence of bribery;

d. bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;

e. any of the following offences, where the offence relates to fraud affecting the European Communities financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:

(1) the common law offence of cheating the Revenue;

(2) the common law offence of conspiracy to defraud;

(3) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;

(4) fraudulent trading within the meaning of section 458 of the Companies Act 1985, Article 451 of the Companies (Northern Ireland) Order 1986 or section 933 of the Companies Act 2006;

(5) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;

(6) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

(7) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

(8) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006; or

(9) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

f. any offence listed:

(1) in section 41 of the Counter Terrorism Act 2008; or

(2) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

g. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by (f) above;

h. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;

i. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;

j. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc) Act 2004;

k. an offence under section 59A of the Sexual Offences Act 2003;

l. an offence under section 71 of the Coroners and Justice Act 2009;

m. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or

n. an offence under section 2 or 4 of the Modern Slavery Act 2015;

o. any other offence within the meaning of Article 57(1) of Public Contracts Directive –

(1) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland: or

(2) created in the law of England and Wales or Northern Ireland after the day on which these Regulations were made;

p. any breach of its obligations relating to the payment of taxes or social security contributions where the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any jurisdictions of the United Kingdom.

2. Lockheed Martin Corporation further confirms to the best of our knowledge and belief that within the last 3 years it:

a. has fulfilled its obligations relating to the payment of taxes and social security contributions of the country in which it is established or with those of any jurisdictions of the United Kingdom;

b. is not bankrupt or is not the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an agreement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

c. has not committed an act of grave professional misconduct, which renders its integrity questionable;

- d. has not entered into agreements with other suppliers aimed at distorting competition;
- e. Is not subject to a conflict of interest within the meaning of regulation 24;
- f. has not been involved in the preparation of this procurement procedure which would result in distortion of competition which could not be remedied by other, less intrusive, measures other than exclusion from this procedure;
- g. has not had a contract terminated, damages or other comparable sanctions taken as a result of significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract, or a prior concession contract as defined by the Concession Contracts Regulations 2016;
- h. is not guilty of serious misrepresentation in providing any information required by this statement.
- i. has not unduly influenced the decision-making process of the Authority or obtained confidential information that may confer upon it undue advantages in the procurement procedure;
- j. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State where the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;
- k. has fulfilled its obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in the Public Contracts Directive as amended from time to time (as listed in PPN 8/16 Annex C).

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	Lockheed Martin Corporation Rotary and Mission Systems
Signed (By Director of the Organisation or equivalent)	This text has been redacted under exemptions set out by the Freedom of Information Act
Name	Brian Janosko
Position	Contract Negotiator Senior Staff
Date	11 June 2020

Schedule 14 - Government Furnished Assets

ID	GFA Deliverable	Quantity	GFA Description	Term of Loan	Date of Supply and Location for Receipt	Date of Return and Location for Handback	Delivered By	Security Classification / Comments
1	Yes	1	XML file with real emitter data, formatted per schema identified in document "20200204_MRFI_ParametricEntity.pdf".	Length of contract	60 days after contract award. Received by LM-RMS Owego.	Return (or destroy) 30 days after contract completion. If returning, send to US Gov to return to UK MoD	US DoD on behalf of the UK MoD.	This text has been redacted under exemptions set out by the Freedom of Information Act
2	Yes	1	Windows 10 Secure Host Baseline (SHB) security settings that the Air Warfare Center applies to all desktop computers, for use by LM to verify that UDMG will work with existing UK MOD and Air Warfare Center security settings	Length of Contract	Date 30 days after contract start Received by LM-RMS Owego.	Images would be kept until program completion, at which point they would be destroyed.	Options: Reverse Path of MRFI unit delivery US Consulate US Army	This text has been redacted under exemptions set out by the Freedom of Information Act
3	Yes	1	Security settings that the Air Warfare Center applies to their Windows 2016 Servers. Needed to verify installation procedure and that the Client/Server connections will work	Length of Contract	Date 30 days after contract start Received by LM-RMS Owego.	Settings will be kept until program completion, at which point they will be destroyed	Options: Reverse Path of MRFI unit delivery US Consulate US Army	This text has been redacted under exemptions set out by the Freedom of Information Act

NOTES:

- 1) This text has been redacted under exemptions set out by the Freedom of Information Act
- 2) This text has been redacted under exemptions set out by the Freedom of Information Act

1 Government Furnished Asset (GFA)

- 1.1 Government Furnished Asset (GFA) issued on Loan under this Contract shall be governed by

the conditions of DEFCON 611 and DEFCON 694 (SC2) - Accounting For Property of the Authority.

The GFA List in this Schedule 14 represents the identified GFA items as agreed between the Authority and Contractor at Contract signature.

1.2 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 MOD. The performance or availability risk of those assets lies with the MOD and therefore written confirmation of availability of any GFA requested will need to be in place before placing this contract.

1.3 GFA for the purposes of this Contract would consist of:

- a. Government Furnished Equipment (GFE) which is the generic term for materiel loaned to a contractor.

These are tangible items that the contractor must manage and account for. GFE consists of:

- (1) Issued Property is the defined contract term used for all GFE provided to a contractor under DEFCON 611. The Defence Logistics Framework (accessed via the Defence Gateway), subdivides GFE into several categories, according to why they are issued.

- b. Government Furnished Information (GFI) which is generally technical information, in any media format, supplied to a contractor to tender for or perform a contract (e.g. for equipment delivery). It may also of requirements information, software, commercially sensitive information, or personnel related information where the contractor needs that type of information to provide a particular service to the MOD.

1.4 GFA commitments are restricted to assets that are either not routinely available commercially or where there is a sound Value for Money (VFM) case and benefit to the MOD to them. GFA provision will be limited to those assets which are strictly necessary for performance of the contract by the Tenderer, or which may provide effective risk mitigation for the performance of the contract. The Authority will consider the associated risks of a GFA request. The Apache CSP Project Manager will justify the identified GFA usage through a cost benefit analysis.

1.5 If the Contractor wishes the Authority to provide any further GFA which is not referred to in Schedule 14 he must give the Authority reasonable notice as is practicable in the circumstances and give details of his requirement. Where a request for GFA arises in response to this Contract the Authority will consider the request against the criteria as described in this Schedule 14. The scope and scale of each issue shall be agreed with the Project Manager. New requirements for GFA shall be subject to negotiation with the Authority. The Authority will endeavor to meet such requirements but there will be no obligation to do so. If the provision of further GFA is agreed the Parties shall assess the Statement of Requirement and any other impacts through the Schedule 4, Contract Change Control Procedure.

1.6 If the requirement can be satisfied from within the Authority's existing resources, the appropriate terms shall be negotiated. The Contractor shall not request items of equipment on loan from Government

sources, except for those listed in this Schedule 14 without first obtaining the written agreement of the Authority to do so.

1.7 Where the contractor requests GFA during the life of the contract the impact on the agreed risk transfer under the contract and what adjustments, if any, should be made as a consequence will be considered. Where a new request for GFA arises during the life of the contract then the GFA will be loaned on repayment terms. The repayment terms may result in a commensurate price reduction. Depending on the scale and importance of the GFA being requested.

1.8 In the instance that the Contractor is dependent upon GFA as identified in Schedule 14 (Government Furnished Assets) in order to complete its outputs and those inputs are unavailable to the Contractor for reasons beyond the Contractors control, the Contractor shall work with the Authority to reprioritise outputs such that costs can be mitigated as far as reasonably possible. The Contractor shall in any case assess the impact of unavailability of GFA to ascertain any additional costs or changes to output delivery dates.

1.9 The Contractor shall observe the instructions of the Authority regarding any Government owned equipment issued to him for the purpose of the Contract and shall be responsible for the safe custody of issued GFA throughout the duration of the Contract. The Apache CSP Project Manager will advise the Contractor of the terms of issue and period of loan at the time of each such issue The Contractor shall observe any accounting instructions issued by the Authority (Condition 12 of DEFCON 611 refers).

1.10 Schedule 14 identifies the dates at which GFA is required by the Contractor as agreed by both parties. The Contractor shall 'prompt' the Authority by writing 30 days and 7 days in advance of the GFA due date.

1.11 In the event that the Authority does not furnish to the Contractor the GFA at the time or times captured in Schedule 17, and the Contractor demonstrates that it has generated the relevant "prompts" as detailed above, and that its obligations under the Tasking Order have been impacted as a result of the lack of such GFA, then:

- | | |
|---------|---|
| 51.13.1 | The Contractor shall inform the Authority in writing as soon practicable; and |
| 51.13.2 | the Authority shall hold the Contractor harmless and the Authority shall be liable for any and (subject to DEFCON 611 (Issued Property) all subsequent delays and any reasonable direct costs incurred. |
| 51.13.3 | the Contractor shall be released from delivering the Output at the times specified in the current Programme of Work (POW) and the Parties may agree to specify a new delivery date relating to that Output. |

1.12 The Authority shall have no liability to the Contractor if, when the equipment or services are made available or offered to be made available on the agreed date the Contractor fails to make use of them. In such circumstances the liability of the Authority shall cease with effect from the time the facility is made available or offered on the agreed dates.

1.13 The Contractor shall not modify any GFA without the agreement of the Authority. If he has any doubt about the suitability of any item, or has proposals for design changes, the Contractor shall advise the Authority accordingly at the earliest opportunity, preferably at the time of the agreement of the Specification for the main item of materiel. The Contractor shall ensure that the design of the installation using Government Furnished Assets is in accordance with the specific requirements of such equipment.

1.14 The Contractor shall take all steps that are necessary to ensure that it has brought to the notice of all Sub-Contractors and any other persons dealing with any GFA that the Authority or the supplying agency is the owner of the equipment. The Contractor shall notify the Authority immediately of any attempts by a third party to secure a lien or rights of a similar kind on any GFA. At the same time he shall notify the third party that the Authority or the supplying agency is the owner of the GFA. This shall not relieve the Contractor of his obligations under DEFCON 611.

1.15 The Contractor shall provide reasonable access to all GFA issued under the Contract for the Authority to inspect and undertake necessary servicing/maintenance work. The Contractor shall ensure a similar provision is included in any Sub-Contract under which GFA is issued.

1.16 As and when the Contractor no longer has a requirement under the Contract to hold GFA or otherwise on completion of all work under the Contract he shall seek return or disposal instructions from the Authority's Commercial Officer or his authorised representative and confirm when the GFA has been returned or disposed of.

1.17 The Authority reserves the right to withhold final payment under the Contract until the Contractor has returned all GFA, under the obligations of Condition 8 of DEFCON 611, issued to him for the purpose of the Contract.

1.18 In a time of operational need by UK Armed Forces, all GFE provided for under this Contract shall be returned in serviceable condition within 30 calendar days following written notification by the Authority.

Schedule 15 - Milestone Payment Plan

1. This Schedule sets out:

- 1.1 the Milestone Payment amounts associated with each Milestone;
- 1.2 the claims procedure applicable to Milestone Payments;

2. Milestone Payments

- 2.1 The Milestone Payments payable subject to the terms of this Contract to the Contractor in Achievement of each Milestone in accordance with Clause 46.2 (Payment Terms) and Clause 36 (Payment and Recovery of Sums Due) are as detailed in this Annex to this Schedule 2.
- 2.2 The initial contract award payment of \$600k comprises: the program initial structure and baseline, staffing, purchase of the long lead items, management of hardware, and engagement of team for review of the technical requirements to start the development of the software.

3. Milestone Payment Claims

- 3.1 Where the Authority has issued approval of a milestone achievement in respect of a Milestone the Supplier shall be entitled to claim that Milestone, in accordance with the milestone payment claim process and other requirements of this Schedule.
- 3.2 The Authority shall make payment to the Supplier within 30 calendar days of receipt of a milestone payment claim that complies with the requirements of this Annex. The Authority shall consider and verify milestone payment claims in a timely fashion (undue delay in doing so is not to be sufficient justification for failing to regard an MPC as complying with the requirements of this Schedule).
- 3.3 The Supplier shall ensure that each milestone payment claim contains the following information:
 - 3.3.1 the date of the milestone payment claim;
 - 3.3.2 a unique milestone payment claim number;
 - 3.3.3 the unique Milestone reference as specified in Annex A (Milestone Payment Plan);
 - 3.3.4 the milestone payment claim supporting documentation;
 - 3.3.5 a contact name and telephone number of a responsible person in the contractor finance department in the event of administrative queries.
- 3.4 Each milestone payment claim shall at all times be accompanied by milestone payment claim supporting documentation.
- 3.5 The Supplier shall submit all milestone payment claim and supporting information (including the milestone payment claim supporting documentation) required under this.

3.6 Supplier milestone payment claim shall be expressed in United States (US) Dollars (\$).

3.7 The Authority shall only regard a milestone payment claim as valid if it complies with the provisions of this Contract. Where any milestone payment claim is identified by the Authority as not conforming to the provisions of this Contract, the Authority shall return the deficient milestone payment claim to the contractor identifying the deficiencies. The contractor shall promptly issue a replacement milestone payment claim.

Months post CA	Date	Milestone	Payment	Cum Receipts
-	<i>Dec-20</i>	Contract Award	\$ 600,000	\$ 600,000
+1	<i>Jan-21</i>			\$ 600,000
+2	<i>Feb-21</i>			\$ 600,000
+3	<i>Mar-21</i>	PMR #1 / TIM #1	\$ 550,000	\$ 1,150,000
+4	<i>Apr-21</i>			\$ 1,150,000
+5	<i>May-21</i>			\$ 1,150,000
+6	<i>Jun-21</i>	Engineering Release	\$ 617,565	\$ 1,767,565
+7	<i>Jul-21</i>	PMR #2 / TIM #2	\$ 550,000	\$ 2,317,565
+8	<i>Aug-21</i>	EDISP PC Delivery to the JEWOSC	\$ 617,565	\$ 2,935,131
+9	<i>Sep-21</i>			\$ 2,935,131
+10	<i>Oct-21</i>			\$ 2,935,131
+11	<i>Nov-21</i>	PMR #3 / TIM #3	\$ 550,000	\$ 3,485,131
+12	<i>Dec-21</i>	MRFI Rig Delivery to the JEWOSC	\$ 617,565	\$ 4,102,696
+13	<i>Jan-22</i>	Customer ATP	\$ 617,565	\$ 4,720,262
+14	<i>Feb-22</i>	Final Sell-Off / Delivery to UK MoD; In-Country Install and Training	\$ 500,000	\$ 5,220,262
	PoP Complete			\$ 5,220,262

SCHEDULE 16

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Tracey Bower

Address: DES Apache-Comrcl9, Apache DT, Centenary House, Building 100, Leonardo Helicopters, Lysander Road, Yeovil, Somerset, BA20 2YB, United Kingdom

Email: Tracey.Bower103@mod.gov.uk

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

Name: This text has been redacted under exemptions set out by the Freedom of Information Act

Address DES Apache CSP, Apache CSP Programme Manager, #1031 Neighbourhood One, Yew 0B, Abbey Wood South, Bristol, BS34 8JH

Email: This text has been redacted under exemptions set out by the Freedom of Information Act

3. Packaging Design Authority Organisation & point of contact:

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

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

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

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

Branch/Name: Where no address is shown please contact the Project Team in Box 2

(b) U.I.N. P2691A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: Mick Cave

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

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

8. Public Accounting Authority

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

((44 (0) 161 233 5397

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

((44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: As directed by the Authority's Representative (Project Manager)

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

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

Air Freight Centre

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

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

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

((0151-242-2000 Fax: 0151-242-2809

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

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 Fax: 01869 256824)

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

*** NOTE**

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

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

SCHEDULE 17

Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by:</p> <p>Defence Equipment and Support (DE&S) DES Apache Capability Sustainment Programme (Apache CSP) #1031 Neighbourhood One, Yew 0B MOD Abbey Wood South Bristol BS34 8JH UK</p>
Data Processor	<p>The Data Processor is the Contractor. The Personal Data will be processed at:</p> <p>Lockheed Martin - Rotary and Mission Systems 1801 State Route 17C Owego, NY 13827</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p>Ministry of Defence (MoD) personnel (including any volunteers, agents, and temporary workers).</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p>

	Includes Name, Job Title/Role, Work Address, telephone number, email address.
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>Not applicable. No mandatory data should be requested that would fall into this category, however should collection of personal data which may identify as a special category of data as per Paragraph 1 of Article 9 of the EU General Data Protection Regulation (GDPR), these should not be recorded unless required as per Paragraph 2 of Article 9.</p> <p>For example, information about an individual's race; ethnic origin; politics; religion; trade union membership; genetics; biometrics (where used for ID purposes); health; sex life; or sexual orientation should not be processed</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p> <p>Administrative Purposes.</p> <p>The Contractor shall be responsible for providing one (1) initial train-the-trainer package in the United States of America (USA) delivered to five (5) members of JEWOSC to allow them to provide future on-the-job training,</p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The scope, nature and purpose of the processing is the provision of services by the Contractor to the Authority under 700009743 Contract.</p> <p>Processing by means of collection, recording, use</p>

	<p>and disclosure between the Contractor and the Authority.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not).</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>The Contractor is required to have secure organisational and technical measures in place to protect the personal data from unauthorised or unlawful processing, accidental loss, destruction or damage and to maintain the confidentiality, integrity and availability of information. This is to be in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <u>Def Stan 05-138</u>.</p> <p>Data to be used only in connection with this Contract 700009743.</p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p>Process the Personal Data only for the period necessary to meet the Contractor's obligations under the Contract and then dispose in accordance with the Authority's written instructions. [6 years from Contract Closure/Expiry unless legitimate reason to retain it for longer].</p>
Date from which Personal Data is to be	Where the date from which the Personal Data will be processed is different from the Contract

processed	<p>commencement date this should be specified here:</p> <p>For the duration of the contract term.</p>
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The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

SCHEDULE 18 - Contractor Quality Plan

Refer to Document 20201117_MRFI_700009743_LM_QA_Plan_340A244_A01

Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		Supplier Organization

Name	Description	Due	Responsible Party
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Timber and Wood	Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		
Obligation Condition 36.c - Payment	Payment of sums due		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Mandatory Standstill Period Ending	The 10 day mandatory Standstill Period is closing		Supplier Organization
Obligation Condition 25.c - Source of	If requested Evidence that the Timber and Wood-Derived		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obligation Condition 26.a - Certificate of Conformity	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		Buyer Organization
Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termina	Written notice of Termination of part or whole of contract		Buyer Organization