

COOK DEFENCE SYSTEMS
TENDER
to
DE&S AVP ISP
for the supply of
ARMoured FIGHTING VEHICLE (AFV) TYPE APPROVED TRACK
AND ASSOCIATED SPARES

in response to
ITT No. CBTSYST/12029

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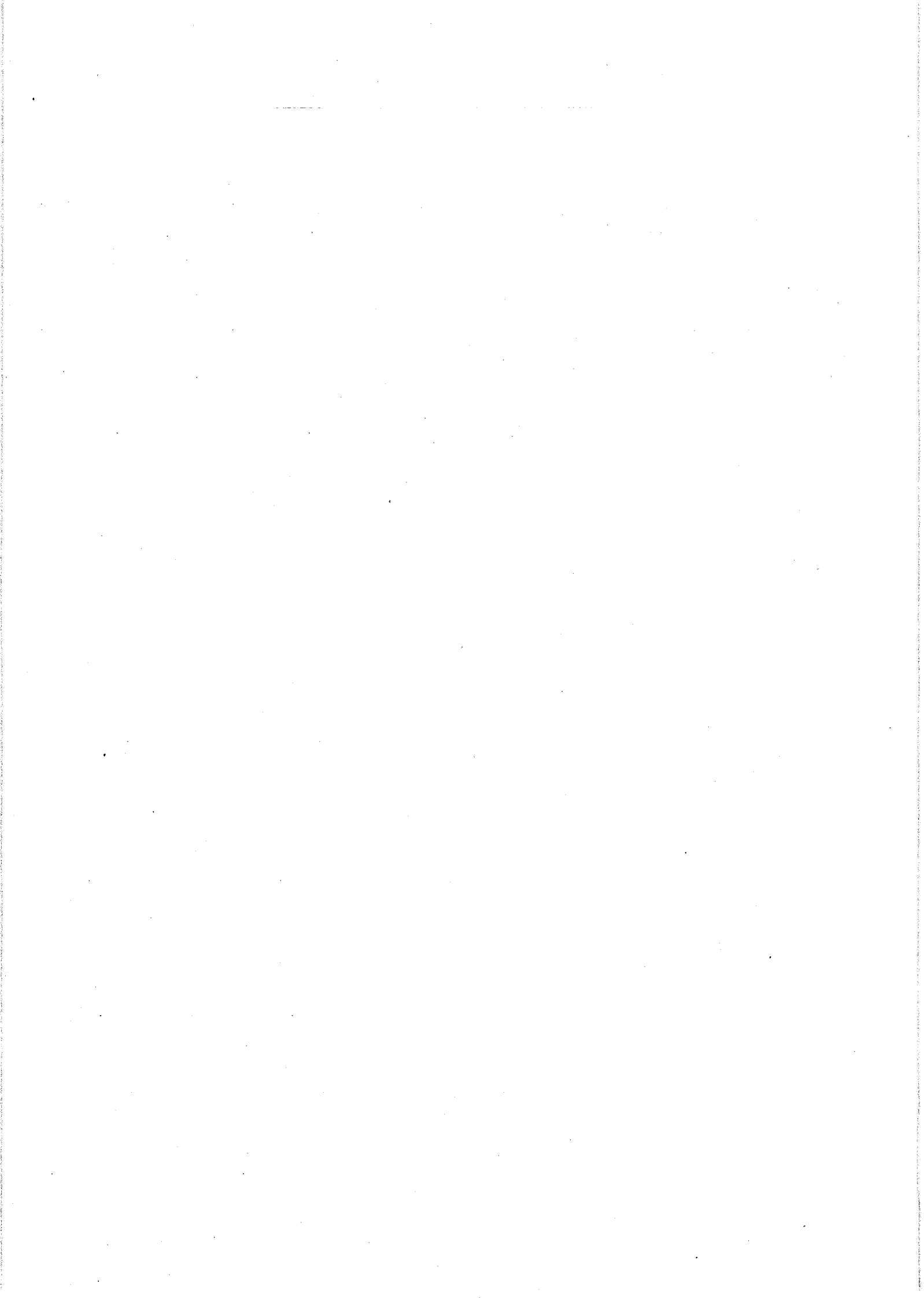
1. **DEFFORM 47 (Edn 09/13) – Instructions to Tenderers**
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 - DEFFORM 539A (completed)

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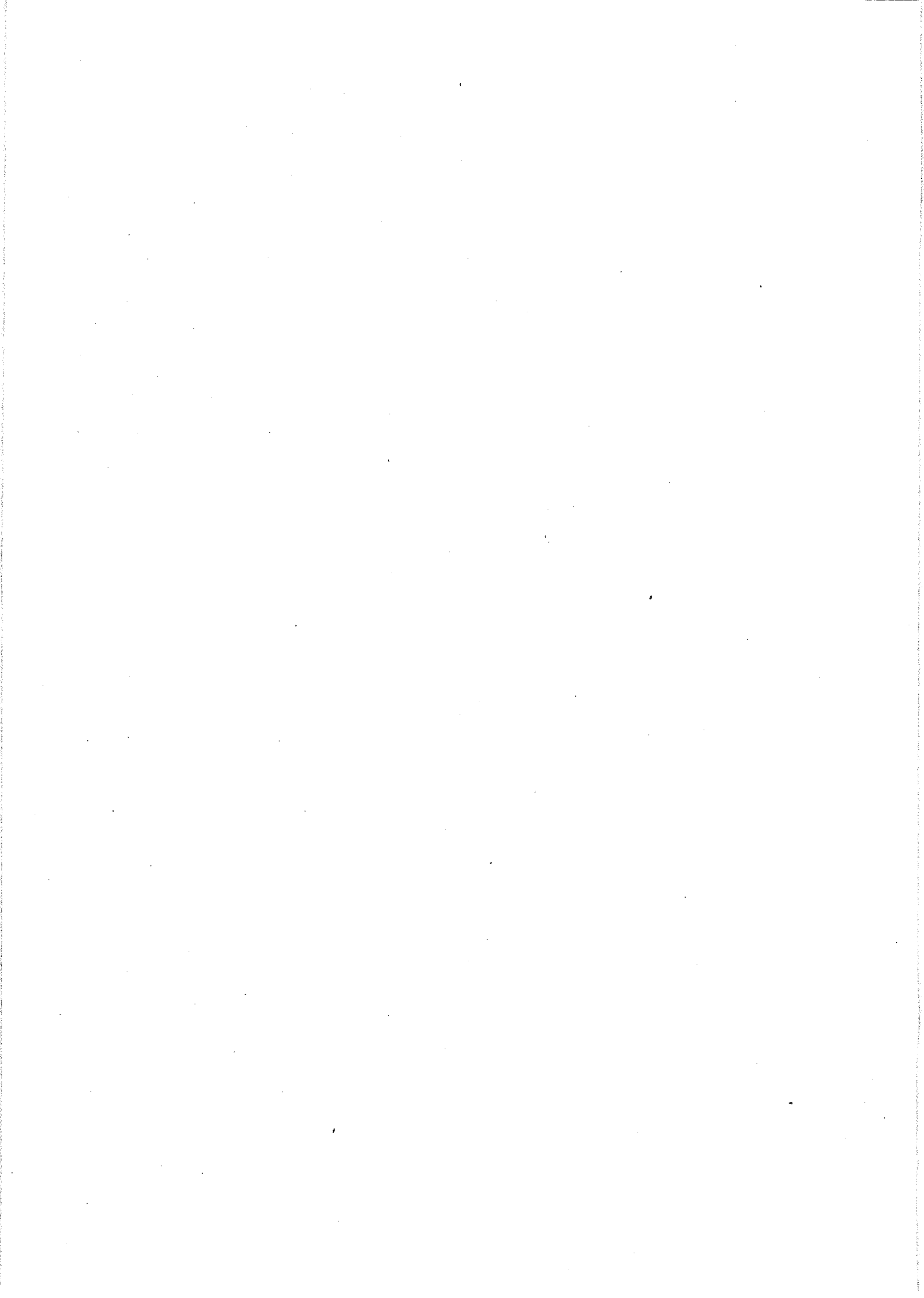
**Ministry of Defence
TENDER**

To the Secretary of State for Defence (hereinafter called "the Authority")

The undersigned (hereinafter called "the Tenderer") having read the Notices and Instructions to Tenderers and Conditions of Contract in the Invitation to Tender (ITT) such as DEFCONs, Standard Conditions of Government Contracts for Stores Purchases and such other terms and conditions as are specified in the ITT Material hereby offers to supply the Articles/Services specified in the attached Schedule of Requirements (to the extent which the Authority may determine in ordering the Articles/Services), at the price or prices and at the time or times stated therein and in accordance with any drawings and/or specifications stated in the Schedule and subject to the above-mentioned terms and conditions. Subject to paragraph 3 of DEFFORM 47, it is agreed that only the terms and conditions set out in the Invitation to Tender or any amendments issued by the Authority will apply.

The following additional information is provided:

Law	
Any contract which may result from this Tender shall be subject to English Law unless the Tenderer expresses a preference for Scots Law here:	
Premises where contract will be performed (if applicable)	
The contract resulting from this Tender will be performed at the Tenderer's and major sub-contractor's (if applicable*) premises at:-	
Cook Defence Systems & William Cook Stanhope Stanhope, Co. Durham, DL13 2YR, England	
(*state nature of sub-contract work and name and address of contractor(s). If necessary, give details in a separate letter accompanying the Tender)	
Value of Tender (excluding VAT)	
a.	Total cost of Articles/Services required computed at the Tenderer's quoted price See Annex A to Contract
b.	Adjustment, if any, due to Articles/Services being required to be packaged to a standard other than that provided for in the price See Annex A to Contract *Reduction/Addition (*delete as appropriate)
c.	Total Value of Tender (to be repeated below in WORDS) See Annex A to Contract
Value Added Tax	
If registered for Value Added Tax purposes, please insert	
a.	Registration No. 991550204
b.	Total amount of Value Added Tax payable on this Tender (at current rate(s)) Not known
Transparency	
Should the Tenderer be awarded the Contract resulting from this Tender, it gives consent to the Authority to publish the content of the Contract to the general public. The completed DEFFORM 539A -Tenderer's Commercially Sensitive Form is attached.	
Dated this 10th day of January 2014	
Signature: 	In the capacity of Director & General Manager (State official position e.g. Director, Manager, Secretary etc.)
Name: (in BLOCK CAPITALS) WILLIAM JAMES COOK	Postal Address: Stanhope, Co. Durham, DL13 2YR, England
duly authorised to sign this tender for and on behalf of: Cook Defence Systems	Telephone No: +44 (0) 1388 528 248 Telex No: Fax No: +44 (0) 1388 528 879





Cook Defence Systems

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DE&S Armoured Vehicles Programme: In-Service Platforms
Neighbourhood 1, Spruce 1A, #1122
MOD Abbey Wood
Bristol
BS34 8JH

10th January 2014

For the attention of 

Reference:

A. ITT No. CBTSYST/12029 DEFFORM 47 (Edn 09/13) Instructions to Tenderers

Dear Sirs,

Patents and registered designs owned and controlled by Cook Defence Systems

In response to paragraph 13 of Reference A, the attached table identifies in **bold plain text** those items listed in Annex A Table 1 of ITT No. CBTSYST/12029 in respect of which the Tenderer (Cook Defence Systems) holds Exclusive Design Right.

Items in respect of which Cook Defence Systems holds the manufacturing IPR are identified with **bold italic text**. No rights are believed to reside with any subcontract.

NSN	Spec/Drawing /Part Number	Description	Cook Defence Systems Intellectual Property
9CVT 2530-99-813-6493	<i>FV724769 Iss B</i>	<i>CVR(T) 10 Link</i>	<i>CDS Manufacturing IPR</i>
9CVT 2530-99-815-8646	<i>FV724768</i>	<i>CVR(T) Track Link Single</i>	<i>CDS Manufacturing IPR</i>
9CVT 2530-99-813-6494	FV713837 Iss D	CVR(T) Pin	No design rights
<i>9ACR 2530-99-838-4922</i>	<i>FV1020962 Iss A</i>	<i>FV430 10 Link</i>	<i>CDS Manufacturing IPR</i>
9ACR 2350-99-773-3176	FV2274199	FV430 Pad Kit	No design rights
9ACR 2530-99-837-4987	FV947453 Iss C	FV430 Pin	No design rights.
<i>9MCV 2530-99-768-9489</i>	<i>FV2034278 Iss 2</i>	<i>WR 7 Link Mk.1</i>	<i>CDS Manufacturing IPR</i>
<i>9MCV 2530-99-768-9490</i>	<i>FV2034279 Iss 9</i>	<i>WR Link Mk.1</i>	<i>CDS Manufacturing IPR</i>
<i>9MCV 2530-99-463-6391</i>	<i>BLR 7600</i>	<i>WR Pad Kit</i>	<i>CDS Copyright and NRDR Dated 26/09/02</i>



Cook Defence Systems

NSN	Spec/Drawing Part Number	Description	Cook Defence Systems Intellectual Property
9MCV 2530-99-839-9718	FV2186887 Iss 2	WR Track Pin	No design rights
9MCV 5310-99-002-1026	FV2187311 Iss 1	WR Nuts	No design rights
9MCV 2590-99-666-7526	FV2272605	WR half-height Pad Kit	CDS Copyright and NRDR Dated 19/08/05
4CR2AV 2590-99-480-7963	FV2263945 CDS 7538	CR2 (5 Links) Mk.2	CDS Patent: GB 2 328 660 B Filed: 28/08/1998 Published: 22/09/1999 CDS Patent: EP 0 815 000 B1 Filed: 15/08/1998 Published: 19/01/2000 CDS Copyright and NRDR Dated 08/03/02 CDS Manufacturing IPR
4CR2AV 2590-99-741-4081	FV2226136 Iss 1 CDS 7305	CR2 Track Pads	Road Pad CDS 7305 CDS Patent: EP 0 815 000 B1 Filed: 15/08/1998 Published: 19/01/2000 CDS Copyright and NRDR Dated 06/10/00
4CR2AV 2530-99-853-3576	FV2251566 Iss A CDS 6935	CR2 End Connector	CDS Patent: GB 2 328 660 B Filed: 28/08/1998 Published: 22/09/1999 CDS Copyright and NRDR Dated 08/03/02
4CR2AV 2530-99-492-9020	FV2251567 Iss A CDS 7331	CR2 Centre Connector	CDS Copyright and NRDR Dated 08/03/02
4CR2AV 5306-99-666-4054	FV2261380 CDS 6938	CR2 Set Screw End	CDS Patent: GB 2 328 660 B Filed: 28/08/1998 Published: 22/09/1999 CDS Copyright and NRDR Dated 17/06/99
4CR2AV 5306-99-264-5553	FV2261381 CDS 7332	CR2 Set Screw Centre	CDS Copyright and NRDR Dated 24/01/01

Yours sincerely



Commercial Manager
Cook Defence Systems

Tenderer's Commercially Sensitive Information Form

ITT Ref No: CBTSYST/12029
Description of Tenderer's Commercially Sensitive Information: Pricing information
Cross Reference(s) to location of sensitive information in Tender: Annex A to Contract No. CBTSYST/12029, Table 1.
Explanation of Sensitivity: Competition in global market
Details of potential harm resulting from disclosure: Loss of business in export markets
Period of Confidence (if applicable): Indefinite
Contact Details for Transparency/Freedom of Information matters: Name: XXXXXXXXXX Position: Commercial Manager Address: Cook Defence Systems, Stanhope, Co. Durham, DL13 2YR, England Telephone Number: 01388 528 248 E-mail Address: sales@cookdefencesystems.co.uk



Cook Defence Systems

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DE&S Armoured Vehicles Programme: In-Service Platforms
Neighbourhood 1, Spruce 1A, #1122
MOD Abbey Wood
Bristol
BS34 8JH

10th January 2014

For the attention of 

Reference:

- A. ITT No. CBTSYST/12029 SNITS – Local Instructions
- B. ITT No. CBTSYST/12029 1. Schedule of Requirements

Dear Sirs,

Small and Medium Enterprises (SMEs)

In response to paragraph 12 of Reference A, Cook Defence Systems advises that:

The work specified in Reference B will be undertaken by Cook Defence Systems and its sister company and manufacturing facility William Cook Stanhope in Stanhope, Co. Durham, DL13 2YR.

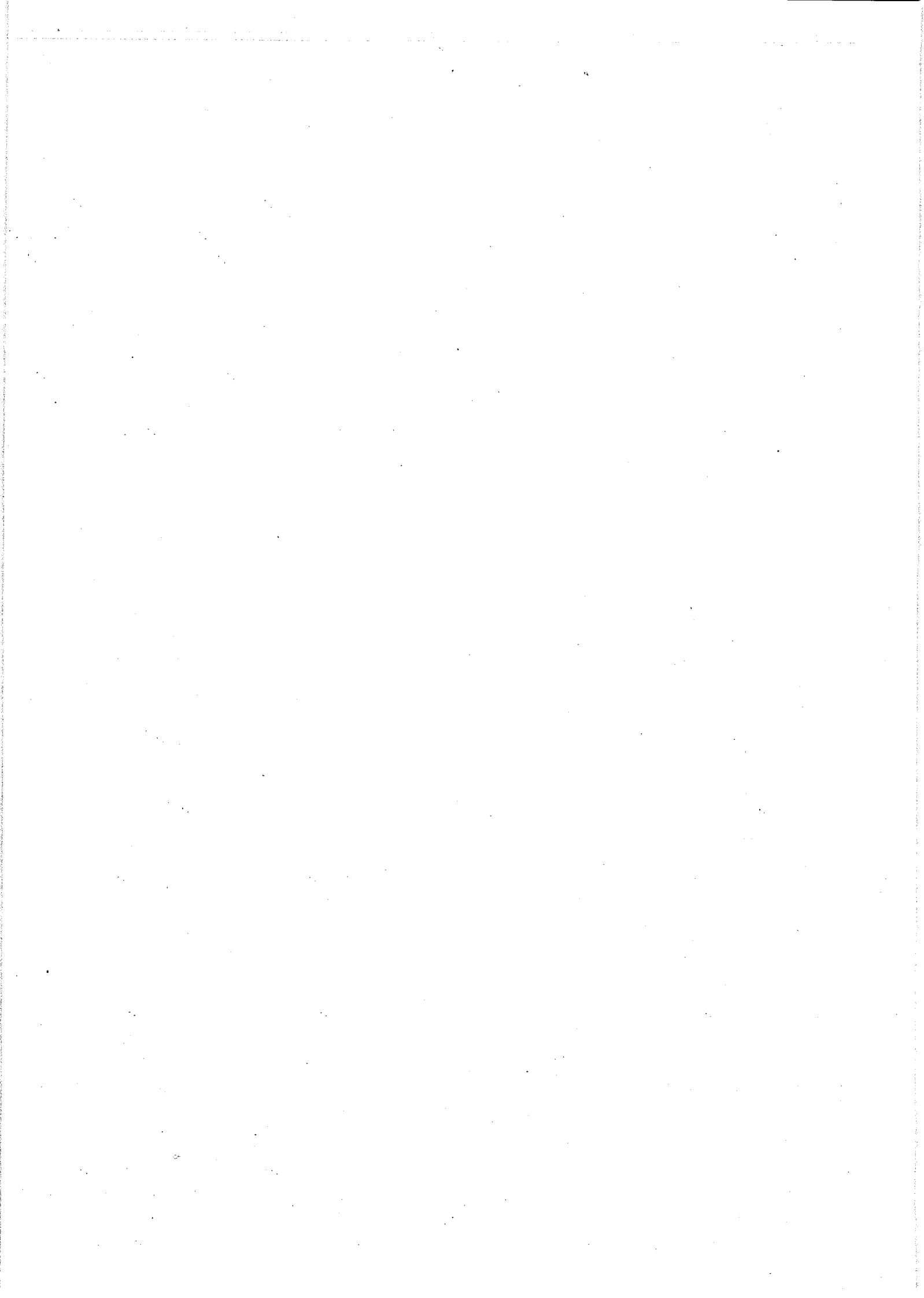
Together Cook Defence Systems and William Cook Stanhope employ 107 people.

Cook Defence Systems and William Cook Stanhope are both wholly owned subsidiaries of William Cook Holdings, which employs approximately 700 people in total.

Yours sincerely



Commercial Manager
Cook Defence Systems



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ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

The Statement Relating To Good Standing (DSPCR)

Contract Title: Provision of Armoured Fighting Vehicle Track and associated items

Contract Number: CBTSYST/12029

1. We confirm, to the best of our knowledge and belief, that **Cook Defence Systems Limited** including its directors or any other person who has powers of representation, decision or control of **Cook Defence Systems Limited** has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- (c) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- (d) the offence of bribery;
- (e) bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- (f) bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- (g) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union*, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) 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*;
 - (iv) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
 - (v) in Scotland, the offence of fraud;
 - (vi) in Scotland, the offence of theft;
 - (vii) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;

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**ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029**

- (viii) 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*;
 - (ix) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (x) destroying, defacing or concealing of documents or procuring the execution 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* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
 - (xi) in Scotland the offence of uttering; or
 - (xii) in Scotland, the criminal offence of attempting to pervert the course of justice;
- (h) money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
 - (i) terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
 - (j) an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - (k) in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
 - (l) any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

* including amendments to the legislation

2. Cook Defence Systems Limited further confirms to the best of our knowledge and belief that it:

- (a) being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for

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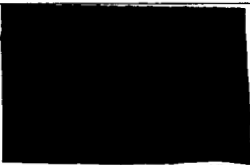
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**ANNEX A to DEFFORM 47 SNITs
ITT No. CBTSYST/12029**

- sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
 - (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state?
 - (d) has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
 - (e) has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
 - (f) has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;
 - (g) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

Organisation's name	Cook Defence Systems Limited
Signed	
Position	Commercial Manager
Date	10 th January 2013

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Ministry
of Defence

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[REDACTED]
Systems Team Assistant Commercial
Manager

Defence Equipment and Support
Combat Tracks Group
Neighbourhood 1, Spruce 1a, #1122
MOD Abbeywood
Bristol
BS34 8JH

Tel: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]



MOD COMMERCIAL

Cook Defence Systems Limited
Stanhope
County Durham
DL13 2YR

Your Reference:

Our Reference:
CBTSYST/12029 – RAL

Date: 8th November 2013

Dear Sirs;

Annex B to DEFFORM 47 DSPCR Special Notices and Instructions to Tenderers

RESTRICTED ASPECTS LETTER (RAL)

1. On behalf of the Secretary of State for Defence I hereby give you notice that the following aspects of the work under the above contract are marked **RESTRICTED**:
 - (i) Any communications between (the Contractor) and the Authority made for the purpose of running the contract or potential future contracts.
 - (ii) Any information about the quantities, value, and scheduling of goods ordered.
2. Will you please confirm the above definition is understood.
3. I have to remind you that information about this contract must not, without the approval of the Authority, be published or communicated to anyone except where necessary for the execution of the contract.
4. Your attention is drawn to the provisions of the Official Secrets Acts 1911 – 1989 in general, to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the act of 1989) in particular, that you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice that these statutory provisions apply to them and will continue to apply after the completion or earlier determination of the contract.

Defence Equipment & Support

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5. Any access to information on MOD premises that may be needed will be in accordance with MOD security regulations under the direction of the MOD Project Officer.

Yours sincerely,

{ORIGINAL SIGNED}





Cook Defence Systems

Stanhope, Co Durham, DL13 2YR England
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DE&S Armoured Vehicles Programme: In-Service Platforms
Neighbourhood 1, Spruce 1A, #1122
MOD Abbey Wood
Bristol
BS34 8JH

10th January 2014

For the attention of 

Reference:

A. CBTSYST/12029-RAL dated 8th November 2013

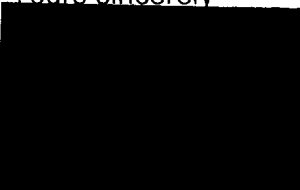
Dear Sirs,

Response to Restricted Aspects Letter (RAL)

In response to paragraph 2 of Reference A, I confirm that the definition of **RESTRICTED** in paragraph 1 of Reference A (below) is understood.

1. *On behalf of the Secretary of State for Defence I hereby give you notice that the following aspects of the work under the above contract are marked **RESTRICTED**:*
 - (i) *Any communications between (the Contractor) and the Authority made for the purpose of running the contract or potential future contracts.*
 - (ii) *Any information about the quantities, value, and scheduling of goods ordered.*

Yours sincerely



Commercial Manager
Cook Defence Systems

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

COMMERCIAL COMPLIANCY MATRIX

The Tenderer shall indicate their compliance (Full, Partial or Non) or otherwise with the terms and conditions of the proposed Contract by completing the Compliancy Statement below. Any proposed changes and the reasons for them must be clearly stated when completing the Compliancy Statement, which is to be returned as part of the COMMERCIAL PROPOSAL.

Your attention is drawn to Paragraph 3 of DEFFORM 47 in respect of any alternative conditions that may be proposed.

DEFFORM 47 (Edn. 09/13) Instructions to Tenderers	Compliance (Full/Partial/Non)	Comments
1. Price	Partial	See proposed alternative to Condition of Contract 4.1.
2. Orders for Parts of the Tender	Full	
3. Alternative Conditions	Partial	This Tender proposes some additional and alternative Conditions of the Contract
4. Tender Evaluation	Full	
5. Variant Bids	Partial	The terms of Contract Notice 2013/S 074-123524 notwithstanding, this Tender proposes an alternative approach to, or method of, meeting the Authority's requirements
6. Alteration of Schedule of Requirements by the Tenderer	Full	Alterations to the Schedule of Requirements are proposed in this Commercial Compliancy Matrix
7. Completion of Tender	Full	
8. Tenders for Selected Articles or Services	Full	
9. Bid Costs	Full	
10. Alteration of Entries	Full	
11. ITT Material: a) ITT Material b) Return of ITT Material c) Intellectual Property Rights in ITT Material d) Confidentiality Agreements	Full	
12. Samples	Full	
13. Notification of Inventions etc	Full	The Tenderer owns and controls patents and

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**ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029**

		registered designs relevant to the Articles required by the Authority. See letter of 10 th January 2014 (attached)
14. Notification of Foreign Export Control and Security Restrictions	Full	None of the Items listed in Annex A to the Contract, Table 1, is subject to foreign export control or security restrictions
15. The Montreal Protocol	Full	
16. Dangerous Articles and Substances	Full	
17. Elimination of Asbestos	Full	
18. Customs Import Duty	Full	
19. Government Furnished Supplies	Full	No tangible property of the Authority has been issued in aid of ITT No. CBTSYST/12029
20. Transparency, Freedom of Information and Environmental Information Regulations	Full	See completed DEFFORM 539A (attached)
21. Work at Government Establishments	Full	
22. Consultation with Credit Reference Agencies	Full	
23. Conflicts of Interest	Full	See letter of 4 th September 2013 submitted in response to PQQ CBTSYST/12029
24. Small Medium Enterprises	Full	
DEFFORM 47 OFFER (Completed)	Partial	Value of Tender and total amount of VAT payable on this Tender is unknown as Annex A to the Contract, Table 2, gives no fixed quantities
DEFFORM 47 SNITs	Compliance (Full/Partial/Non)	Comments
DEFFORM 47SC (Go to contract annexes compliance section)	Full	See completed DEFFORM 47SC at (attached)
DEFFORM 47 DSPCR	Full	
Purchase to Payment (Go to contract conditions compliance section)	Full	The Tenderer is able and willing to trade via P2P
SNITs - Local Institutions	Compliance (Full/Partial/Non)	Comments
1. Requirement	Full	

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

2. Communication	Full	
3. Validity of Tenders	Full	This Tender is valid for a period of 180 days from the date of return
4. Tender Documentation	Full	This Tender is delivered after the due date of return with the agreement of the Authority. See email of 21 st November 2013 from [REDACTED] [REDACTED] No Technical Volume is included with this Tender
5. Innovative Bids	Full	This Tender proposes an alternative approach to, or method of, meeting the Authority's requirements
6. Tender Delivery	Full	This Tender is delivered after the due date of return with the agreement of the Authority. See email of 21 st November 2013 from [REDACTED] [REDACTED] This Tender is delivered by mail and by email with the Agreement of the Authority
7. Non-Return of Tender Documents	Full	
8. Government Furnished Equipment	Full	The Contractor will require Government Furnished Equipment as specified in Annex A to the Contract, Table 2
9. Competition in Sub-Contracting	Full	See Annex A to response to PQQ CBTSYST/12029. Where multiple EU suppliers exist for subcontract work the Tenderer will seek competitive tenders
10. Quality	Full	See ISO 9001 certification and DQAFF surveillance records submitted in response to PQQ CBTSYST/12029

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ANNEX C to DEFFORM 47 SNITS
ITT No. CBTSYST/12029

11. Sustainability	Full	
12. Small and Medium Enterprises (SMEs)	Full	See letter of 10 th January 2014 (attached)
13. Statement Related To Good Standing	Full	See completed Annex A to DEFFORM 47 SNITS (attached)
SNITS ANNEXES	Compliance (Full/Partial/Non)	Comments
Annex A – Statement Related To Good Standing (Completed and signed)	Full	Attached
Annex B – Restricted Aspects Letter (Confirmation of understanding of contents)	Full	Attached
Annex C – Commercial Compliance Matrix (Completed)	Full	This is Annex C
ITT No. CBTSYST/12029	Compliance (Full/Partial/Non)	Comments
1. SCHEDULE OF REQUIREMENTS		
Delivery of Item 1 to the Authority's required timescales, quantities and quality standards, along with all packaging requirements (see also Annex A to Contract)	Full	
2. GENERAL CONDITIONS	Compliance (Full/Partial/Non)	Comments
DEFCON 176A (Edn 06/08) - MOD Requirements for Competition in Sub-Contracting (Non-Competitive Main Contracts)	Non	
DEFCON 501 (Edn 05/13) - Definitions and Interpretations	Full	
DEFCON 503 (Edn 07/05) - Amendments to Contract	Partial	The Tenderer does not comply with DEFCONs 643, 127 and 648
DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency	Full	
DEFCON 516 (Edn.04/12) - Equality	Full	
DEFCON 518 (Edn.11/12) - Transfer	Full	
DEFCON 520 (Edn.07/11) - Corrupt Gifts and Payments of Commission	Full	
DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Employment Enterprises	Full	
DEFCON526 (Edn.08/02) - Notices	Full	
DEFCON527 (Edn.09/97) - Waiver	Full	
DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences	Full	Likely value of direct overseas expenditure is not known as Annex A to the Contract, Table 2, gives no fixed quantities
DEFCON529 (Edn.09/97) - Law (English)	Full	

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ANNEX C to DEFFORM 47 SNITs
ITT No. CBTSYST/12029

DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)	Full	
DEFCON531 (Edn.05/05) - Disclosure of Information	Full	
DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)	Full	
DEFCON537 (Edn.06/02) - Rights of Third Parties	Full	
DEFCON538 (Edn.06/02) - Severability	Full	
DEFCON539 (Edn.08/13) - Transparency	Full	
DEFCON566 (Edn.09/13) - Change of Control of Contractor	Full	
DEFCON616 (Edn.10/98) - Competition/Alternative Sourcing		
DEFCON656 (Edn.03/06) - Break	Non	See General Conditions of Contract 2.2.
NARRATIVE – 2.1 SCOPE	Full	
NARRATIVE – 2.2 DURATION	Full	
NARRATIVE – 2.3 THE TECHNICAL AUTHORITY	Full	
NARRATIVE – 2.4 COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT	Full	See completed DEFFORM 30 at (attached)
NARRATIVE – 2.5 FREEDOM OF INFORMATION	Full	
3. SPECIFICATIONS, PLANS, ETC	Compliance (Full/Partial/Non)	Comments
DEFCON68 (Edn.11/12) - Supply of Data for Hazardous Articles, Materials and Substances	Full	
DEFCON117 (Edn.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction	Full	
DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form	Full	
DEFCON129 (Edn.10/13) - Packaging (For Articles other than Munitions)	Full	
DEFCON502 (Edn.06/08) - Specifications	Full	
DEFCON601 (Edn.10/04) - Redundant Materiel	Full	
DEFCON602A (Edn.12/06) - Deliverable Quality Plan	Full	
DEFCON606 (Edn.10/97) - Change	Full	

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ANNEX C to DEFFORM 47 SNITs
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and Configuration Control Procedure		
DEFCON608 (Edn.10/98) - Access and Facilities to be Provided by the Contractor	Full	
DEFCON610B (Edn.12/02) - Enabling Contracts - Duration Period (Spares/Repair Contracts)	Partial	The Authority may not place orders in the last three months of the contract
DEFCON615A (Edn.03/04) - Orders for Articles/Services Under Enabling Contracts	Partial	The Authority may not place orders in the last three months of the contract
DEFCON617 (Edn.12/02) - Enabling Contracts - Estimated Quantities		
DEFCON624 (Edn.04/10) - Use of Asbestos in Arms, Munitions or War Materials	Full	
DEFCON627 (Edn.12/10) - Quality Assurance - Requirement for a Certificate of Conformity	Full	
DEFCON637 (Edn.08/99) - Defect Investigation and Liability	Full	
DEFCON644 (Edn.10/98) - Marking of Articles	Full	
NARRATIVE – 3.1 SPECIFICATION OF ARTICLES	Full	
NARRATIVE – 3.2 CERTIFICATES OF CONFORMITY	Full	
NARRATIVE – 3.3 NATO QUALITY ASSURANCE REQUIREMENTS (PRODUCTION)	Full	
NARRATIVE – 3.4 QUALITY ASSURANCE REPRESENTATIVE	Full	
NARRATIVE – 3.5 QUALITY STANDARDS	Full	
NARRATIVE – 3.6 SUPPLY OF ALTERNATIVE TRACK TYPES	Full	The following alternative Condition is proposed: <i>'The Authority reserves the right, at its sole discretion, to order from the Contractor any new pattern track in lieu of the previous pattern as per Annex A to the Contract, Table 1.</i> <i>'Subject to agreement between the Authority</i>

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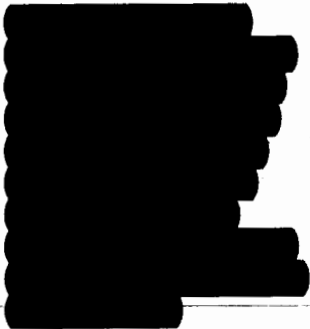

ANNEX C to DEFFORM 47 SNITs
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		<i>and the Contractor on price, volume and specification, the Contract may be extended to other tracks and associated items for other types of vehicle.'</i>
4. PRICE	Compliance (Full/Partial/Non)	Comments
DEFCON618 (Edn.12/02) - Standing Offer	Full	
DEFCON619A (Edn.09/97) - Customs Duty Drawback	Full	
DEFCON643 (Edn.07/04) - Price Fixing	Non	
DEFCON648A (Edn.07/04) - Availability of Information	Non	
DEFCON650A (Edn.07/04) - References to the Review Board of questions Arising Under the Contract	Non	
DEFCON651A (Edn.07/04) - Reference To The Review Board Of Questions Arising In Relation To Relevant Subcontracts Including Those With a Subsidiary Company or Firm	Non	
DEFCON652 (Edn.07/04) - Remedy Limitation	Non	
DEFCON695 (Edn.07/04) - Interim Summary Cost Statement - Post Costing	Non	
DEFCON696 (Edn.07/04) - Provision In Relation To A Final Summary Cost Statement - Post Costing	Non	
NARRATIVE – 4.1 PRICE	Partial	The following alternative Condition is proposed: <i>'Unless otherwise stated, the price shall be the price of the Articles packaged in accordance with the terms of the Contract and delivered ex-works, and shall include the cost of loading into road vehicles or rail vehicles at a siding serving the Contractor's works. The price shall be as set out in Annex A Table 1 to</i>

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**ANNEX C to DEFFORM 47 SNITs
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		<i>the Contract and shall be firm for the first year of the Contract (01 April 2014 – 31 March 2015) and shall be adjusted for the remaining 4 years according to the Consumer Price Index (CPI)'</i>
5. INTELLECTUAL PROPERTY RIGHTS	Compliance (Full/Partial/Non)	Comments
DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions	Full	
6. LOANS	Compliance (Full/Partial/Non)	Comments
DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment	Non	The Contractor shall retain ownership of all Special Jigs, Tooling and Test Equipment.
DEFCON611 (Edn.07/10) - Issued Property	Full	
DEFCON694 (Edn.02/12) - Accounting For Property of the Authority	Full	
7. DELIVERY	Compliance (Full/Partial/Non)	Comments
DEFCON5J (Edn.07/08) - Unique Identifiers	Full	
DEFCON113 (Edn.10/04) - Diversion Orders	Full	
DEFCON507 (Edn.10/98) - Delivery	Full	Delivery of Articles shall occur upon the Articles being collected from the Contractor by the Authority's Transport
DEFCON524 (Edn.10/98) - Rejection	Full	
DEFCON525 (Edn.10/98) - Acceptance	Full	
DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles	Full	Delivery of Articles shall occur upon the Articles being collected from the Contractor by the Authority's Transport
DEFCON614 (Edn.09/03) - Default	Full	
DEFCON621A (Edn.06/97) - Transport (if Authority is responsible for transport).	Full	
NARRATIVE – 7.1 PLACEMENT OF TRACK ORDERS	Full	
NARRATIVE – 7.2 QUANTITIES, DELIVERY AND PACKAGING (see	Partial	The following alternative Condition is proposed:

<i>also Annex A to Contract)</i>		  <p><i>'Once agreed with the Contractor, the firm quantities shall be as per Annex A, to the Contract, Table 2. The Contractor shall supply the articles to the delivery programme contained in Annex A to the Contract, Table 2.</i></p> <p><i>'The Articles shall be delivered Ex-Works on or before the last day of the period specified in Annex A to the Contract, Table 2.</i></p> <p><i>'The Articles shall be packaged as per Annex A to the Contract., Table 2'</i></p>
NARRATIVE – 7.3 LIQUIDATED DAMAGES	Full	As per Revised ITT Documentation dated 10 th December 2013
NARRATIVE – 7.4 FORCE MAJEURE	Full	
NARRATIVE – 7.5 WARRANTY	Partial	The following alternative to Paragraph 1 of the

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ANNEX C to DEFFORM 47 SNITs
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		Condition is proposed: <i>'In consideration of the agreed prices shown for all Items in Annex A to the Contract, Table 1, the Contractor warrants that each Article is fit for purpose for a period of [REDACTED] excluding deterioration caused by normal or abnormal use.'</i>
8. PAYMENTS/RECEIPTS	Compliance (Full/Partial/Non)	Comments
DEFCON509 (Edn.09/97) - Recovery of Sums Due	Full	
DEFCON513 (Edn.06/10) - Value Added Tax	Full	
DEFCON522J (Edn.05/03) - Payment under P2P	Full	
DEFCON522JA (Edn.04/09) - Payment Under P2P - Matching The Invoice And Order (Two-way Match)	Full	
DEFCON522 (Edn.07/99) - Payment	Full	
DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System	Full	
DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)	Full	
9. CONTRACT ADMINISTRATION	Compliance (Full/Partial/Non)	Comments
DEFCON604 (Edn.11/04) - Progress Reports	Full	
DEFCON609 (Edn.10/98) - Contractor's Records	Full	
DEFCON642 (Edn.06/97) - Progress Meetings	Full	
DEFCON647 (Edn.09/13) - Financial Management Information	Full	
NARRATIVE – 9.1 ASSIGNMENT, NOVATION AND TRANSFER	Full	
NARRATIVE – 9.2 PRODUCT AND MANUFACTURING IMPROVEMENT	Full	
NARRATIVE – 9.3 SUSTAINABLE PROCUREMENT	Full	
NARRATIVE – 9.3 SUSTAINABLE PROCUREMENT – BEST PRACTICE	Full	
NARRATIVE – 9.3 SUSTAINABLE	Full	

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ANNEX C to DEFFORM 47 SNITs
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PROCUREMENT – LEGISLATIVE REQUIREMENTS		
Contract No. CBTSYST/12029 Annexes to Contract	Compliance (Full/Partial/Non)	Comments
Annex A – Schedule of Requirements (Table 1 & Table 2)	Partial	Attached
Annex B – DEFFORM 522A	Full	
Annex C – DEFFORM 47 SC	Full	Attached
Annex D – DEFFORM 129J	Full	
Annex E – DEFFORM 30	Full	Attached
Annex F – DEFCON 647 Annexes	Full	
Annex G - Equality of Information	Non	

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Annex A to Contract No. CBTSYST/12029
 Table 1 - FIRM PRICING (Ex-Works) - YEAR 1 - Commencing 1 April 2014

Item No	DMC	NSN	Spec/Drawing/Part Number	Description	Year 1 Prices	
					Quantity	Price
1	9CVT	2530-99-813-6483	FV724769 Issue B	CVRT 10 Link		
2	9CVT	2530-99-815-8640	FV724768	CVRT Track Link Single		
3	8CVT	2530-99-813-6494	FV713837 Issue D	CVRT Pin		
					Quantity	
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin		
					Quantity	
7	9MCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk 1		
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk 1		
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit		
10	9MCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts		
12	9MCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit		
					Quantity	
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk 2		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre		

Notes

[Redacted Notes]

Prices include packaging (see Table 2 to Annex A) and palletisation where appropriate (see Table 2 to Annex A)

All packaging used is to be compliant to ISPM 15

Annex A to Contract No. CBTSYST/12029

Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING

YEAR 1 - Commencing 1 April 2014

Period 1 April 2014 to 31 March 2015

Item No.	Code	NEN	SPT/D/AVR/PIN NUMBER	Description	2014												PACKAGING REQUIREMENTS	DELIVERY ADDRESS		
					APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR				
1	9CVT	2530-99-813-6493	FV724769 Issue B	CVRT 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8646	FV724768	CVRT Track Link Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-6494	FV713837 Issue D	CVRT Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251568 Issue A	CR2 End Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0		

Notes

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Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING
YEAR 2 Commencing 1 April 2015

Period 1 April 2015 to 31 March 2016

					APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR			
1	9CVT	2530-99-813-8493	FV724769 Issue B	CVRT 10 Link	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8846	FV724768	CVRT Track Link Single	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-8494	FV713837 Issue D	CVRT Pin	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MCV	2530-99-788-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MCV	2530-99-788-9490	FV2034279 Issue 9	WR Link Mk.1	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MCV	2530-99-463-8391	BLR 7600	WR Pad Kit	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MCV	2590-99-686-7526	FV2272805	WR half-height Pad Kit	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7963	FV2283945	CR2 (5 Links) Mk.2	0													Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-686-4054	FV2261380	CR2 Set Screw End	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0													Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		

Notes

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Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING
YEAR 3 Commencing 1 April 2016

Period 1 April 2016 to 31 March 2017

Row No.	D.M.C.	N.N.	Description	Delivery	2016												Packaging Requirements	Delivery Address			
					APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR					
1	9CVT	2530-99-813-8493	FV724769 Issue B	CVRT 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8646	FV724768	CVRT Track Link Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-8494	FV713837 Issue D	CVRT Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MVCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MVCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MVCV	2530-99-463-8391	BLR 7600	WR Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MVCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MVCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MVCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

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Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING
 YEAR 4 Commencing 1 April 2017

Period 1 April 2017 to 31 March 2018

Line No	Code	MRN	Part Number	Description	APRIL	MAY	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	QTY	PACKAGING	ADDRESS
1	9CVT	2530-99-813-8493	FV724769 Issue B	CVRT 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8646	FV724768	CVRT Track Link Single	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-8494	FV713837 Issue D	CVRT Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MCV	2530-99-839-9718	FV 2186887 Issue 2	WR Track Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MCV	2590-99-668-7526	FV2272605	WR half-height Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7983	FV2263945	CR2 (5 Links) Mk.2	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0		

Notes

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Table 2 - ESTIMATED QUANTITIES, DELIVERY PLAN, ADDRESSES AND PACKAGING

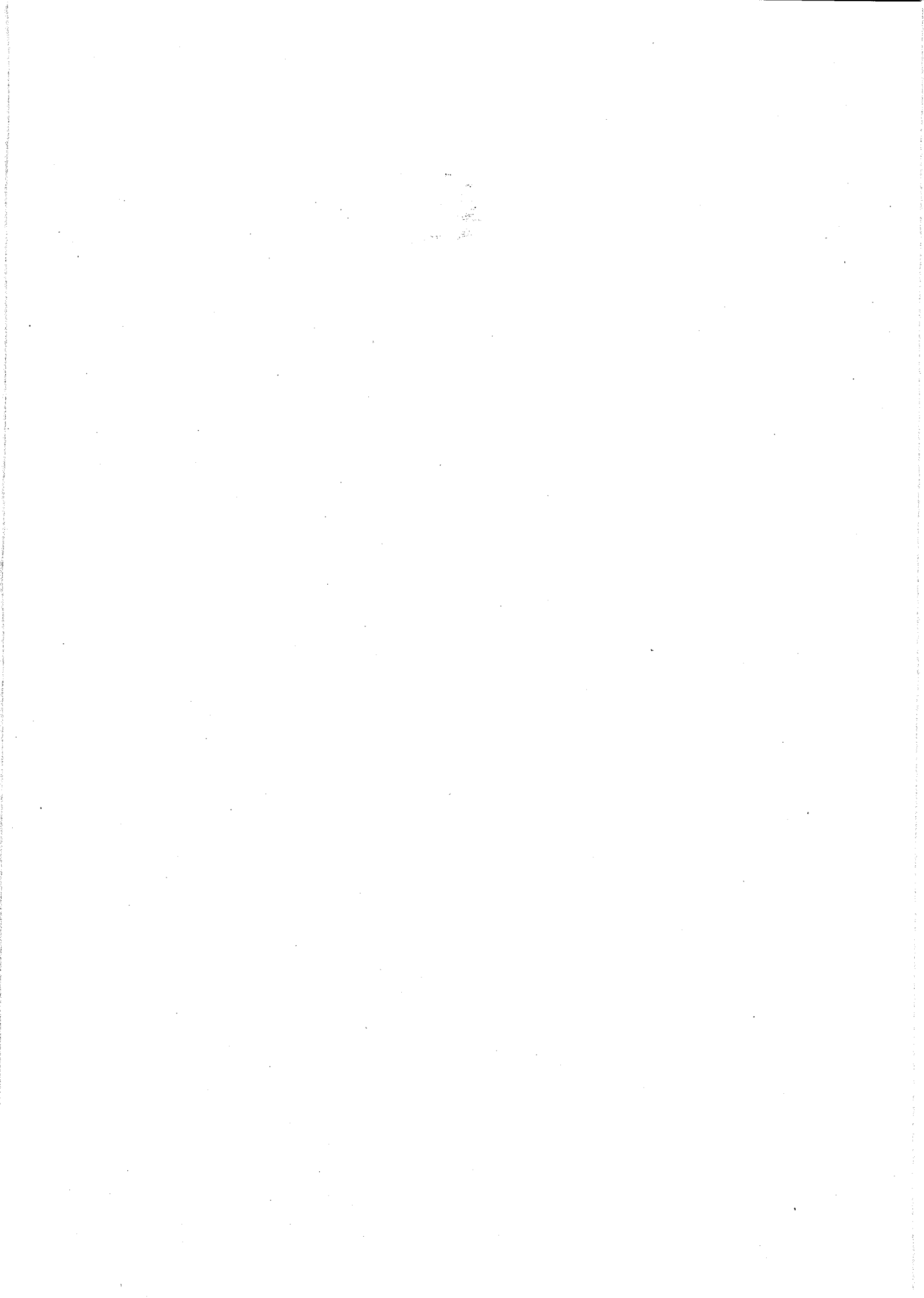
YEAR 5 Commencing 1 April 2018

Period 1 April 2018 to 31 March 2019

Item No.	Code	Ref No.	Description	Material	Quantity												Packaging	Delivery Address				
					APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR						
1	9CVT	2530-99-813-8493	FV724769 Issue B	CVRT 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
2	9CVT	2530-99-815-8646	FV724768	CVRT Track Link Single	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
3	9CVT	2530-99-813-8494	FV713837 Issue D	CVRT Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
4	9ACR	2530-99-838-4922	FV1020962 Issue A	FV430 10 Link	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
5	9ACR	2350-99-773-3176	FV2274199	FV430 Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
6	9ACR	2530-99-837-4987	FV947453 Issue C	FV430 Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
7	9MCV	2530-99-768-9489	FV2034278 Issue 2	WR 7 Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
8	9MCV	2530-99-768-9490	FV2034279 Issue 9	WR Link Mk.1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
9	9MCV	2530-99-463-6391	BLR 7600	WR Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
10	9MCV	2530-99-839-9718	FV2186887 Issue 2	WR Track Pin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
11	9MCV	5310-99-002-1026	FV2187311 Issue 1	WR Nuts	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
12	9MCV	2590-99-666-7526	FV2272605	WR half-height Pad Kit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
13	4CR2AV	2590-99-480-7963	FV2263945	CR2 (5 Links) Mk.2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial packaging using MoD supplied metal pallets	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
14	4CR2AV	2590-99-741-4081	FV2226136 Issue 1	CR2 Track Pads	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
15	4CR2AV	2530-99-853-3576	FV2251566 Issue A	CR2 End Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
16	4CR2AV	2530-99-492-9020	FV2251567 Issue A	CR2 Centre Connector	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
17	4CR2AV	5306-99-666-4054	FV2261380	CR2 Set Screw End	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
18	4CR2AV	5306-99-264-5553	FV2261381	CR2 Set Screw Centre	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Commercial Packaging	DSDC Longtown - MoD Ex Works Collection
		CUMULATIVE QTYS			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

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THE ELECTRONIC TRANSACTIONS AGREEMENT

Between

Cook Defence Systems Limited

and

SECRETARY OF STATE FOR DEFENCE

Ministry of Defence

Electronic Transactions Agreement

THIS AGREEMENT comprises The General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Articles and/or Services pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

AGREED

For and on behalf of

Cook Defence Systems Limited

Signature: [REDACTED]

Name: [REDACTED]

Position: **Commercial Manager**

Date: **10th January 2014**

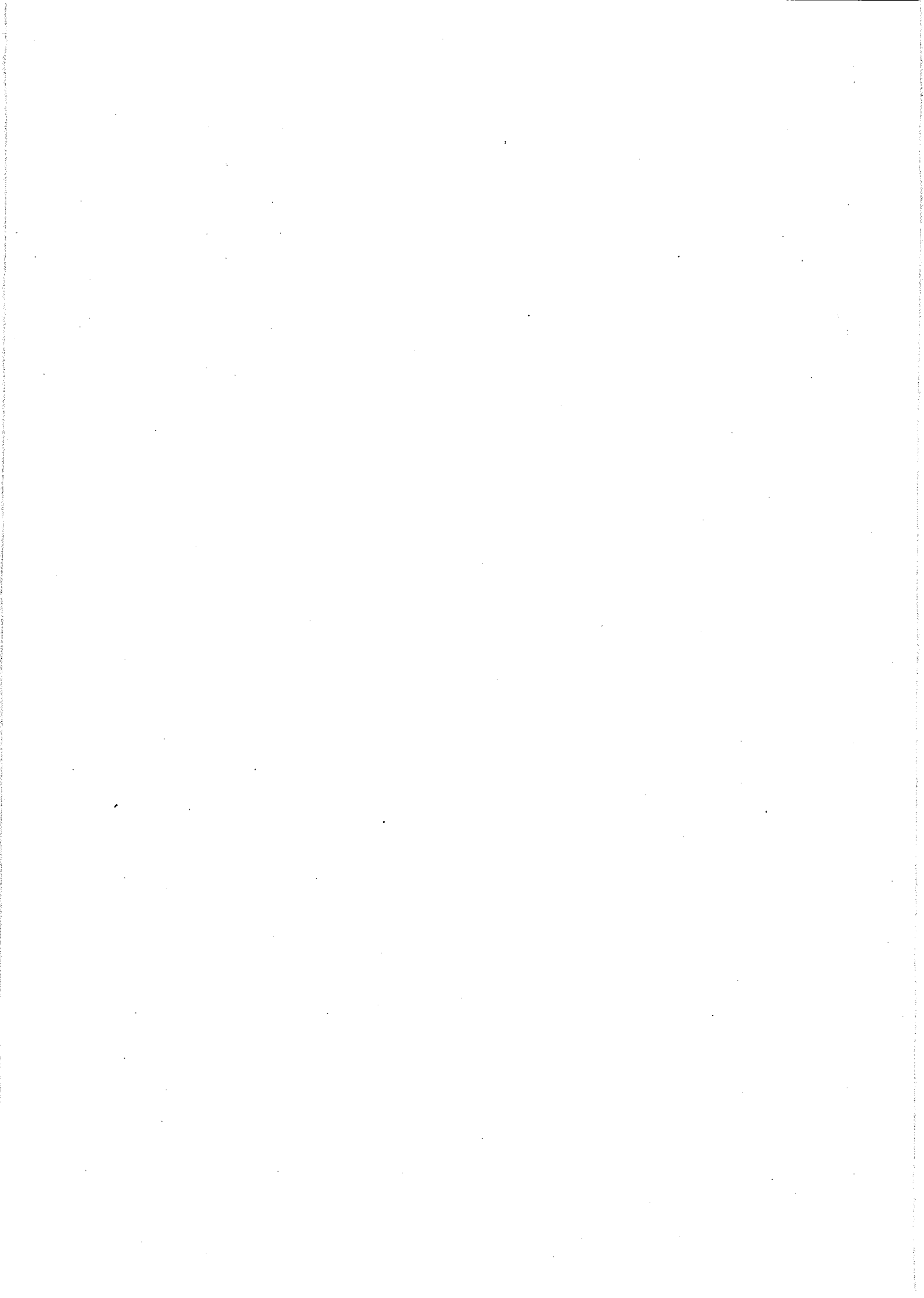
For and on behalf of
Secretary of State for
Defence

Signature

Name

Position

Date



Whose registered office is at:

Agreement reference number

AVP: ISP/COOK DEFENCE SYSTEMS LIMITED/Corp
DEFFORM 30 Edn 09/13

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Electronic Transactions

General Clauses

CLAUSE 1	Definitions
CLAUSE 2	Scope
CLAUSE 3	Security of Data
CLAUSE 4	Authenticity of Messages
CLAUSE 5	Integrity of Messages
CLAUSE 6	Acknowledgement of Receipt of Messages
CLAUSE 7	Storage of Data
CLAUSE 8	Intermediaries
CLAUSE 9	Term and Termination
CLAUSE 10	Interruption of Service
CLAUSE 11	Invalidity and Severability
CLAUSE 12	Notices
CLAUSE 13	Precedence
CLAUSE 14	Virus Control
CLAUSE 15	Limit of Liability
CLAUSE 16	Entire Agreement

Annex A Message Implementation Guidelines
 (MIGs) and Additional Requirements
 and Information Applicable to this
 Agreement

1. Definitions

a. In this Agreement, in addition to the definitions in DEFCON 501:

i. "Acknowledgement of Receipt" means the procedure by which, on receipt of a Message, the logical presentation or form are checked, and a corresponding acknowledgement or rejection is sent by the receiver;

ii. "Adopted Protocol" means the method(s) for the Interchange of Messages between the respective Parties and an intermediary appointed pursuant to Clause 8 for the presentation and structuring of the transmission of Messages as defined in Annex A;

iii. "Associated Data" means that data which accompanies a Message but may not be in the Adopted Protocol; such data may include header information, protective markings, designations, Electronic Signatures, date and time of transmission and of receipt;

iv. "Data" means all Messages and Associated Data transmitted, received or stored in a digital form;

v. "Data File" means a single record or collection of data records that are logically related to each other, and are handled as a unit;

vi. "Data Log" means a complete record of all Data Interchanged representing the Messages and their Associated Data between the parties;

vii. "Defence Electronic Commerce Service" or "DECS" mean the service provided by the party under contract to the Authority to manage the electronic receipt, transmission and translation of messages exchanged between the Authority and its suppliers;

viii. "Electronic Signature" means anything in electronic or digital form incorporated into or otherwise logically associated with an electronic communication for the purpose of establishing the authenticity of the communication or its integrity, or both;

ix. "Expunge" means the removal of the information contained in a Message document such that the content of the Message is removed from the system in a manner which precludes its retrieval (but with no obligation in respect of the record of its receipt);

x. "Functional Acknowledgement" means an acknowledgement Message by the receiving party's computer software application which automatically confirms the receipt of a Message at the moment of receipt;

xi. "Interchange" means the electronic exchange of Data between the Parties using the Adopted Protocol;

xii. "Message" means Data structured in accordance with the Adopted Protocol and transmitted electronically between the parties including where the context admits any part of such Data.

2. Scope

a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.

b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.

c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

3. Security of Data

a. Each of the parties shall:

i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;

ii. subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract; and

iii. protect further transmission to the same degree as the originally transmitted Message and Associated

PROTECT-COMMERCIAL

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Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.

b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.

c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.

d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:

- i.** immediately investigate the cause, effect and extent of such breach;
- ii.** report the results of the investigation to the other party; and
- iii.** use all reasonable endeavours to rectify the cause of such breach.

e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

4. Authenticity of Messages

a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.

b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable

law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

5. Integrity of Messages

a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform his obligations under this Sub-Clause 5.a.

b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.

c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.

d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.

e. If the receiving party has reason to believe that a Message is not intended for him he shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from his system the information contained in such Message.

6. Acknowledgement of Receipt of Messages

a. Except where the Interchange of Messages takes place solely within DECS, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.

b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.

c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if

applicable or, if no limit is specified, within a reasonable period of time.

d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.

e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.

f. A Message shall be understood to have been received from the sender:

i. if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

ii. if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or

iii. if the Interchange of Messages takes place solely within DECS, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

7. Storage of Data

a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.

b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.

c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.

d. Each party shall ensure that:

i. it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and

ii. the person responsible for the data processing system concerned with the Interchange of Messages,

or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

8. Intermediaries

a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of DECS in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.

b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

9. Term and Termination

a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.

b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.

c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

10. Interruption of Service

a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.

b. Applicable only in the absence of a relevant clause in the Contract:

i. Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force

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Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay

ii The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement

iii. For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

11. Invalidity and Severability

In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

12. Notices

The provisions of DEFCON 526 shall apply.

13. Precedence

In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

14. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

15. Limit of Liability

a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000, or, where the Contract provides otherwise, to such other amount as is specified in the Contract.

b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.

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c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

16. Entire Agreement

This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

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Message Implementation Guidelines (MIGs)

The Message Implementation Guidelines, are available by telephoning the DECS Service Desk on 0870 241 3569, by post from the DECS Service Desk, Capgemini, 10 Henderson Rd, Inverness, IV1 1AU, or by fax on 01463 643099. The version of the MIG that is current at the time of signature of this Agreement, shall be the version specified below.

MIG Version 201