

Framework Agreement DSTL*****

ACC

Between

and

Defence Science and Technology Laboratory (Dstl)

SCHEDULE OF REQUIREMENTS

Dstl is part of the Ministry of Defence

CONTRACTOR:	SCHEDULE OF REQUIREMENTS FOR Development of a Large Autonomous Underwater Test System	CONTRACT NO: DSTLX1000*** <i>To be quoted on all correspondence</i>
Issued on:		

Table I – Schedule Of Requirements			
ITEM No.	Description	QTY	£ (VAT EX)
1	Stage 1 - Research and Development of an Autonomous Control System and Re-Fit of an existing manned submersible to implement the innovative autonomy work within 12 months of Contract Start date to be carried out in accordance with Condition 3 –Item 1 of the Contract terms and conditions (Priced at the outset)		Firm Price
2	Stage 2 - Dependant on the success of Stage 1 capability demonstrations - individual packages of work will be placed using the tasking form at Annex G and in accordance with Condition 20 using the Labour rates detailed at Annex F for activities with regard to: Rent and Testing of the Novel Autonomous Functions of the Submersible at a Manufacturer-proposed operating base (up to 2 years)		Firm Prices to be agreed in accordance the I rates detailed at Annex F
TOTAL FIRM PRICE IN WORDS:			
These items are more particularly described in the ACC proposal.			

Table II – Duration of Contract			
ITEM No.	Commencement Date	Completion Date	Conditions of Contract
1			This Contract comprises of the following: Schedule of Requirements (this document) Section 1 General Conditions (DEFCONs) Section 2 – Special Conditions Annexes Appendix
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SECTION 1 – GENERAL CONDITIONS

The following Defence Conditions ([DEFCONS](#)) shall apply to this Contract:

DEFCON 23	Edn 08/09	Special Jigs, Tooling and Test Equipment
DEFCON 68	Edn 02/17	Supply of Data for Hazardous Articles
DEFCON 76	Edn 12/06	Contractor's Personnel at Government Establishments
DEFCON 126	Edn 11/06	International Collaboration
DEFCON 501	Edn 11/17	Definitions And Interpretations
DEFCON 502	Edn 05/17	Specifications Changes
DEFCON 503	Edn 12/14	Formal Amendments To Contract Note: For the purpose of agreement amendments to the Contract, Dstl Commercial Services is the Authority's duly authorised representative.
DEFCON 507	Edn 10/18	Delivery
DEFCON 513	Edn 11/16	Value Added Tax
DEFCON 514	Edn 08/15	Material Breach
DEFCON 514A	Edn 03/16	Failure of Performance under Research and Development contracts
DEFCON 515	Edn 02/17	Bankruptcy And Insolvency
DEFCON 516	Edn 04/12	Equality
DEFCON 518	Edn 02/17	Transfer Any request by the Contractor to transfer or novate the Contract shall be made in writing to the following address and copied to Dstl Commercial Services: DES Comrcl CS-CNS Supplier Relations Team Poplar 1#2119 Abbey Wood Bristol BS34 8JH
DEFCON 520	Edn 05/18	Corrupt Gifts and Payments of Commission
DEFCON 524	Edn 10/98	Rejection
DEFCON 525	Edn 10/98	Acceptance For the Purposes of this Contract the period for acceptance and rejection of deliverables shall be 30 days.
DEFCON 526	Edn 08/02	Notices

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DEFCON 527	Edn 09/97	Waiver
DEFCON 528	Edn 07/17	Overseas Expenditure And Import Licences Note: The Contractor shall provide the information required under DEFCON 528 to Dstl Commercial Services within one month of the Commencement Date.
DEFCON 529	Edn 09/97	Law (English)
DEFCON 530	Edn 12/14	Dispute Resolution (English Law)
DEFCON 531	Edn 11/14	Disclosure of Information
DEFCON 532B	Edn 05/18	Protection of Personal Data
DEFCON 534	Edn 06/17	Prompt Payment (Subcontracts)
DEFCON 537	Edn 06/02	Rights of Third Parties
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency Note: DEFFORM 539A is at Annex E to the Contract.
DEFCON 550	Edn 02/14	Child Labour and Employment Law
DEFCON 566	Edn 12/18	Change of Control of Contractor Note: In addition to informing the Authority of a material change in control at the address set out in DEFCON 566, the Contractor shall also inform Dstl Commercial Services.
DEFCON 601	Edn 04/14	Redundant Materiel
DEFCON 602B	Edn 12/06	Quality Assurance (Without Quality Plan)
DEFCON 604	Edn 06/14	Progress Reports Note: For the purposes of this Contract, the Contractor is required to submit Monthly Progress Reports via E-Mail to the Dstl Demand Owner
DEFCON 607	Edn 05/08	Radio Transmissions
DEFCON 608	Edn 10/14	Access and Facilities to Be Provided By the Contractor
DEFCON 609	Edn 08/18	Contractor's Records
DEFCON 611	Edn 02/16	Issued Property
DEFCON 619A	Edn 09/97	Customs Duty Drawback
DEFCON 620	Edn 05/17	Contract Change Control Procedure
DEFCON 621B	Edn 10/04	Transport (If Contractor Is Responsible For Transport)
DEFCON 624	Edn 11/13	Use of Asbestos

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DEFCON 630	Edn 02/18	Framework Agreements
DEFCON 632	Edn 08/12	Third Party Intellectual Property - Rights and Restrictions
DEFCON 642	Edn 06/14	Progress Meetings
DEFCON 645	Edn 07/99	Export Potential
DEFCON 646	Edn 10/98	Law And Jurisdiction (Foreign Suppliers) Note: This DEFCON only applies to Contracts with Overseas Contractors when some or all work is to be performed outside of the UK.
DEFCON 649	Edn 12/16	Vesting
DEFCON 656A	Edn 08/16	Termination for Convenience – under £5m
DEFCON 660	Edn 12/15	Official-Sensitive Security Requirements
DEFCON 694	Edn 07/18	Accounting For Property of the Authority
DEFCON 703	Edn 08/13	Intellectual Property Rights – Vesting in the Authority
DEFCON 705	Edn 11/02	Intellectual Property Rights - Research and Technology

SECTION 2 – SPECIAL CONDITIONS

1. Definitions and interpretation

In addition to the definitions set out in DEFCON 501 (Edn 11/17) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Authority”	Means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)
“ACC”	Means the Defence and Security Accelerator which is part of Dstl and funds innovative research that could lead to a cost-effective capability advantage for UK armed forces and national security.
“Commencement Date”	Means the date in Table II of the Schedule of Requirements
“Completion Date”	Means the date in Table II of the Schedule of Requirements;
“Deliverables”	Means the Articles and Services which the Contractor is required to supply under the Contract;
“Dstl Commercial Services”	Means Dstl Commercial Services at the address stated at box 1 of the Appendix to the Contract;
“Dstl Demand Owner”	Means Dstl Demand Owner at the address stated at box 2 of the Appendix to the Contract;
“Interim Payment”	Means a payment as an advance against the total price of the Contract;
“Milestone”	Means the completion of a key stage in the performance of the Contract for which the Contractor is entitled to an Interim Payment;
“Properly Submitted Invoice”	<p>Means an invoice that complies with the applicable HM Revenue & Customs (HMRC) guidance relating to invoices @ https://www.gov.uk/vat-record-keeping/vat-invoices</p> <p>An Invoice submitted to Dstl must also: Be sent direct to Accounts Payable at specified address. Identify the customer as Dstl. Contain a valid purchase order number. No more than one purchase order per invoice.</p>
“Software”	<p>Means all or any part of any:</p> <p>Object Code shall mean machine code executable by a data processing system;</p> <p>Source Material shall mean that material, taken individually or in any combination thereof, which is:</p> <p>Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;</p> <p>A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract;</p> <p>A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and</p>

suitable form to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;

to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and any other associated material.

associated user documentation;

anything further specified as Software in the Schedule of Requirements.

'Deliverable Software' shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract;

'to modify' shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;

“Transparency Information” 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.

2. Pre-Commercial Procurement (PCP)

Contracts placed for work arising from a Defence and Security Accelerator (ACC) themed or enduring competition are Pre-Commercial Procurement (PCP) of Research and Development (R&D) Services. PCP is legally compliant procurement process subject to the specific exemptions under Regulation 14 of the Public Contract Regulations 2015 and Regulation 7 of the Defence and Security Public Contract Regulations 2011.

3. Performance

Item 1

All work under Item 1 of the contract shall be carried out in accordance with the Contractor's proposal reference ACC ***** themed call. The acceptance of work compliant with the Contract requirements will be undertaken by the Dstl Demand Owner (see Box 2 of the Appendix to Contract – DEFFORM 111).

Item 2

All work under Item 2 of the Contract shall be carried out in accordance with the Task process detailed at Condition 20 and Task Form at Annex G of the Contract

4. Warranties and representations

4.1. The Contractor warrants and represents that:

4.1.1. it has full capacity and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

4.1.2. in entering the Contract it has not committed any fraud;

4.1.3. as at the Commencement Date, all information in the tender submitted during the tender process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;

- 4.1.4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.1.5. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.1.6. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 4.1.7. it owns, has obtained or is able to obtain, valid licences for all intellectual property rights that are necessary for the performance of the Contract;
- 4.1.8. prior to the Commencement Date it has conducted all financial accounting and reporting activities in compliance in all material respects with generally accepted accounting principles that apply to it in any country where it files accounts;
- 4.1.9. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- 4.1.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

5. Period of Contract

The period of the Contract shall be from the Commencement Date to the Completion Date as defined in Table II of the Schedule of Requirements. No work shall be carried out after the Completion Date without the prior written approval of Dstl Commercial Services.

6. Price and payment

Item 1

6.1 The price payable under the Contract for all work performed under Item 1 of the Contract shall be as shown in the Schedule of Requirements and shall be Firm (non-variable).

Item 2

6.2 The Firm Price for each task shall be agreed at the outset in accordance with the labour rates detailed at Annex F of the Contract.

6.3 In order to obtain payment the Contractor shall:

6.3.1 submit an invoice to the Dstl Accounts Payable at the address set out in box 5 of the Appendix to the Contract; and

6.3.2 send a PDF copy of the invoice to the Dstl Demand Owner.

6.3.3 Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).

6.4 The Authority shall pay all properly submitted invoices within 30 days of receipt by Dstl Accounts Payable.

6.5 Where the Authority is responsible for arranging all or any part of the transportation of Articles the Authority shall be deemed not to have received the invoice until either:

6.5.1 the consignee has physically received the Articles; or

6.5.2 5 days after the Articles are ready for collection as notified to the Dstl Demand Owner.

6.6 Where and to the extent that the debt would otherwise be a “qualifying debt” under the Late Payment of Commercial Debts (Interest) Act 1998 (“the Act”) “qualifying contractors” may claim simple interest (as defined in the Act) as a contractual remedy. No interest shall be payable for any period of delay attributable to the conduct of the Contractor.

6.7 Interim Payments shall be made on the completion of the Milestones detailed with the Deliverables in Annex C.

7 Publication, advertising and publicity

7.1 The Authority encourages the Contractor to publish the results of work conducted in performance of this Contract. The Contractor shall contact the Commercial Officer in writing to formally obtain the Authority’s prior written approval before publication, which shall be considered in accordance with Dstl’s established procedures, having regard to (at the Authority’s absolute discretion) security matters and the protection of the Authority’s intellectual property rights, where appropriate. The Contractor shall allow a minimum period of 45 days’ notice prior to publication.

7.2 The Contractor shall not by itself, its employees or agents, and shall procure that its sub-contractors do not communicate with any representatives of the press, television, radio or other communications media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with the law.

8 Sub-contracting

8.1 Sub-contractor shall have the meaning as defined in DEFCON 534.

8.2 The Contractor shall obtain the prior written consent of Dstl Commercial Services before entering into any sub-contracts in connection with the performance of the Contract.

8.3 Where a sub-contract involves the design or development of defence equipment (including Software), the Authority may require the sub-contractor to enter into a direct agreement with the Authority in the form set out in Annex A to the Contract.

8.4 The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any sub-contracts for any part of the Contractor Deliverables.

8.5 In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor’s compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

8.6 Where the Contractor enters into any sub-contract for the purpose of the Contract:

8.6.1 In accordance with DEFCON 656A (Termination for Convenience – Under £5M) the Contractor shall include in any sub-contract over £250,000 the right to terminate the sub-contract for convenience.

8.6.2 In accordance with DEFCON 656B (Termination for Convenience – Over £5M) the Contractor shall include in any sub-contract over £250,000 the right to terminate the sub-contract for convenience.

8.6.3 In contracts subject to DEFCON 656A or 656B, the Contractor shall also include in any sub-contract between £50,000 and £250,000 the right to terminate the sub-contract for convenience giving twenty (20) Business Days’ notice (or such other notice period as the Authority shall specify in the Contract).

8.6.4 Where the contract does not include either DEFCON 656A or DEFCON 656B, the Contractor shall ensure that it has the right to terminate any sub-contract for convenience giving twenty (20) Business Days' notice (or such other notice period as the Authority shall specify in the Contract).

8.7 When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone: 01204 880733) or <http://business.base-uk.org/procurement>.

9. Progress Meetings and Reports

9.1 For the purposes of the Contract in addition to the provisions of DEFCON 604 and DEFCON 642 progress meetings, progress reports and final reports shall be required as appropriate, to the requirements and acceptance of the Dstl Demand Owner and subject to the following requirements:

9.1.1 All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the Defence Research Reports Specification (DRRS) @ <https://www.gov.uk/guidance/submit-a-report-to-athena> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.

9.1.2 Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.

9.1.3 Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results archived including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

9.1.4 The Contractor is to supply, at no additional cost to the Authority, a Minutes Secretary and produce minutes of the meetings if necessary.

The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state: **“Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”**

9.1.5 Reports shall be signed on the Contractor's behalf by a person authorised to commit the Contractor.

9.2 Marking of Deliverables (Documents)

9.2.1 In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

9.2.2 In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

9.2.3 In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

9.2.4 In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

9.2.5 In accordance with DEFCON 705 clause 17, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Annex B.

9.2.6 If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

10. Government Furnished Assets

10.1 The Register of Government Furnished Assets as detailed at Annex D shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract under the loan terms of either contract embodiment item, contract support item, or contract work item as specified by the Authority. Any such issue shall be in accordance with the provisions of DEFCON 611 and DEFCON 694.

10.2 The Government Furnished Assets provided to the Contractor will be returned on completion of the Contract or disposed of with written consent.

Government Furnished Information

10.3 The Authority does not give any warranty or undertaking as to the completeness, accuracy or fitness for any purpose of any of the Authority provided information and neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute or otherwise as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind in the Authority provided information.

11. Quality Requirements

The Contractor shall be responsible for the Quality Control and Quality Assurance of all work carried out on the Contract. The necessary control shall be exercised by the Contractor's own Quality organisation to the satisfaction of the Authority.

12. Ethical Review

It shall be a condition of the contract that as certain work must be justified ethically as well as scientifically that the Authority reserves the right to terminate any contract with immediate effect any work which requires mandatory ethical approval to proceed where such approval is not given by the relevant review body.

13. Contractors Personnel - Research Workers

13.1 The Authority accepts the following students, supervisors or other representatives, agents or employees of the Contractor (or any sub-contractor) to work directly on the contract ("Research Workers"):

Insert Names

13.2 The Contractor (and any sub-contractor) shall take all reasonable steps to avoid changes in the Research Workers once accepted. Where such a change is necessary, the Contractor shall obtain the prior written consent of the Authority, which shall not be unreasonably withheld.

13.3 Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract. A Personal Particulars Form shall be completed for each additional person and sent to the

Commercial Services Department (Box 1 of Appendix to Contract). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before any additional Contractor's Personnel may start work on this Contract.

- 13.4 All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.
- 13.5 The only exception to process described in this condition is when all of the Contractors proposed Research Workers hold a full current SC clearance with no restrictions. In that case, even if the classification of the contract work is below SECRET a Personal Particulars form is not required. The SC provides the Authority with the requisite level of assurance that the individual is who they say they are and is appropriate to work on the contract. The Contractor will be required to provide appropriate evidence to demonstrate to the satisfaction of the Authority that the proposed Research Workers hold a full current SC clearance.

14. Recovery of sums due

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract with the Authority, or with any Government Department.

15. Deliverables

- 15.1 The Contractor shall supply the Deliverables in accordance with the terms of this Contract at the price stated in the Schedule of Requirements.
- 15.2 The Contractor shall ensure that the Deliverables comply with the Statement of Requirements, including any Quality Assurance Requirements stated therein;
- 15.2.1 ensure that all Articles are of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose expressly or impliedly made known to the Contractor by the Authority;
- 15.2.2 perform all Services with reasonable care and skill;
- 15.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract;
- 15.2.4 obtain and at all times maintain all necessary licences and consents and comply with all applicable laws and regulations; and
- 15.2.5 ensure that all articles are free from defects in design, material and workmanship and remain so for 12 months from putting into service or 18 months from delivery, whichever shall be the shorter.

16. Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

The Bill Paying Branch shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of the Contract by means of the Bankers Automated Clearing Service (BACS) directly into the Contractor's nominated bank account. To facilitate payment by means of the BACS system, the Contractor shall provide the Bill Paying Branch in advance of the submission of valid claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.

17. OFFICIAL and OFFICIAL-SENSITIVE Security Condition for UK Contracts

Definitions

17.1 The term "*Authority*" for the purposes of the Annex means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

Security Grading

17.2 All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Security Aspects Letter, issued by the Authority defines the OFFICIAL- SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

Official Secrets Acts

17.3 The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

17.4 The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.

17.5 The contractor shall apply Industry Security Notice (ISN) 2017/01 requirements to every industry owned IT and communication system used to store, process or generate MOD information including those systems containing OFFICIAL and/or OFFICIAL-SENSITIVE information. ISN 2017/01 details Defence Assurance and Risk Tool (DART) registration, IT security accreditation processes, risk assessment and risk management requirements. The ISN is available at:
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf

17.6 OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.

17.7 All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL-SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.

17.8 Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the "*need to know*" principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.

17.9 Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 17.32.

Access

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- 17.10 Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a “*need-to-know*”, have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.
- 17.11 The Contractor shall ensure that all individuals having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:
<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

Hard Copy Distribution

- 17.12 OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicates the full address of the office from which it was sent.
- 17.13 Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

Electronic Communication, Telephony and Facsimile Services

- 17.14 OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESA Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:
<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

- 17.15 OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.
- 17.16 OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not within earshot of unauthorised persons.
- 17.17 OFFICIAL information may be faxed to recipients located both within the UK and overseas; however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

Use of Information Systems

- 17.18 The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
- 17.19 The contractor shall ensure 10 Steps to Cyber Security is applied in a proportionate manner for each IT and communications system storing, processing or generating MOD UK OFFICIAL or OFFICIAL-SENSITIVE information. 10 Steps to Cyber Security is available at:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

The contractor shall ensure competent personnel apply 10 Steps to Cyber Security.

17.20 As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

17.21 Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.

a. Access Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *"least privilege"* will be applied to System Administrators. Users of the IT System - Administrators should not conduct *'standard'* User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems shall have the following functionality:

(1) Up-to-date lists of authorised users.

(2) Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be 'strong' using an appropriate method to achieve this, for example including numeric and *"special"* characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 17.13 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1) The following events shall always be recorded:

(a) All log on attempts whether successful or failed,

(b) Log off (including time out where applicable),

(c) The creation, deletion or alteration of access rights and privileges,

(d) The creation, deletion or alteration of passwords,

(2) For each of the events listed above, the following information is to be recorded:

(e) Type of event,

(f) User ID,

(g) Date & Time,

g. Device ID, The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

h. Integrity & Availability. The following supporting measures shall be implemented:

(1) Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. virus power supply variations),

(2) Defined Business Contingency Plan,

(3) Data backup with local storage,

(4) Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),

(5) Operating systems, applications and firmware should be supported,

(6) Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented,

i. Logon Banners Wherever possible, a “*Logon Banner*” shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

“Unauthorised access to this computer system may constitute a criminal offence”

j. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

k. Internet Connections. Computer systems shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

l. Disposal Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

17.22 Laptops holding any MOD supplied or contractor generated OFFICIAL-SENSITIVE information are to be encrypted using a CPA product or equivalent as described in paragraph 14 above.

17.23 Unencrypted laptops not on a secure site¹ are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term “*drives*” includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.

17.24 Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

17.25 Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

17.26 The contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority.

17.27 Accordingly, in accordance with Industry Security Notice 2014/02 as may be subsequently updated at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/293480/ISN2014_02_Incident_Reporting.pdf

any security incident involving any MOD owned, processed, or Contractor generated OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security Aspects Letter shall be immediately reported to the MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint

¹ Secure Sites are defined as either Government premises or a secured office on the Contractors premises.

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Security Co-ordination Centre (JSyCC). This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the MOD's Chief Information Officer (CIO) and, as appropriate, the company concerned. The MOD WARP will also advise the contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: For those with access to the RLI: CIO-DSAS-JSyCCOperations

Email: For those without access to the RLI: CIO-DSAS-JSyCCOperations@mod.gov.uk

Telephone: Working Hours: 0306 770 2187

Out of Hours/Duty Officer Phone: 07768 558863

Fax: 01480 446328

Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs, PE28 2EA.

Sub-Contracts

17.28 The Contractor may Sub-contract any elements of this Contract to Sub-contractors within the United Kingdom notifying the Authority. When sub-contracting to a Sub-contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any OFFICIALSENSITIVE elements of the Contract to a Sub-contractor located in another country. The first page of Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/367494/Contractual_Process_-_Appendix_5_form.doc.

If the Sub-contract is approved, the Contractor shall incorporate these security conditions within the Sub-contract document.

Publicity Material

17.29 Contractors wishing to release any publicity material or display hardware that arises from this contract shall seek the prior approval of the Authority. Publicity material includes open publication in the contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the MOD, Services or any other government department.

Private Venture

17.30 Any defence related Private Venture derived from the activities of this Contract are to be formally assessed by the Authority for determination of its appropriate classification. Contractors are to submit a definitive product specification for PV Security Grading in accordance with the requirement detailed at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/414857/20150310_PV_Ex_Guidance_Document.pdf

Promotions and Potential Export Sales

17.31 Contractors wishing to promote, demonstrate, sell or export any material that may lead to the release of information or equipment classified OFFICIAL-SENSITIVE (including classified tactics, training or doctrine related to an OFFICIAL-SENSITIVE equipment) are to obtain the prior approval of the Authority utilising the MOD Form 680 process, as identified at:

<https://www.gov.uk/mod-f680-applications>.

Destruction

17.32 As soon as no longer required, OFFICIAL and OFFICIAL-SENSITIVE information/material shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the

Contractor to be necessary or desirable. Unwanted OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

17.33 Advice regarding the interpretation of the above requirements should be sought from the Authority.

17.34 Further requirements, advice and guidance for the protection of MOD information at the level of OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

17.35 Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirements.

18. Acceptance Criteria

18.1 Acceptance of a Deliverable or the completion or performance of a Milestone shall be in accordance with the requirements of the Contract.

18.2 Upon receipt of the Deliverable, the Authority, in its absolute discretion, shall assess whether the Deliverable has complied with the requirements of the Contract and shall within thirty (30) calendar days confirm one of the following by electronic means:

18.2.1 Acceptance of the Deliverable;

18.2.2 Acceptance of the Deliverable but with minor comments. The Authority shall agree resolution of such comments with the Contractor for incorporation in the relevant documents within fourteen (14) calendar days; or

18.2.3 Rejection of the Deliverable confirming reasons why and request that the Contractor re-submit the Deliverable within thirty (30) calendar days or such other timescale as agreed between the Parties.

18.3 If the Authority has confirmed receipt of the Deliverable but has not responded within thirty (30) calendar days then the Deliverable shall be deemed to have been accepted by the Authority.

18.4 In the event that a Deliverable is not accepted and changes cannot be negotiated and agreed by the Authority's Dstl Demand Owner and the Contractor's Project Manager, the matter shall be raised through the Authority's technical Chain of Command and the Contractor's Managing Director (or his authorised representative) by written notice.

18.5 In the event of failure to agree Acceptance, the matter shall be treated as a dispute within the meaning of DEFCON 530.

19. Test and Evaluation

The Contractor shall provide the Authority with all appropriate paperwork, to the requirements and acceptance of the Dstl Demand Owner to support conduct of test and evaluation; including but not limited to:

- (a) Trial Plans;
- (b) Evaluation Plans;
- (c) Risk Assessment;
- (d) Certificates of Insurance;
- (e) OFCOM applications and approvals; and
- (f) CAA applications and approvals

20. Tasking Process for Item 2

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For Item 2, upon identification of a requirement, the Authority will write a specification detailing the work required, against which the Contractor will be asked, by the Commercial Officer or his authorised representative (see Box 1 of Appendix to Contract), to make an offer to complete the work against a FIRM price, using the labour rates detailed at Annex F of the Contract broken down into the items specified in the Schedule of Requirements and, where appropriate, a FIRM completion date. If the offer is considered acceptable, authorisation to proceed with the task will be issued by the Commercial Branch. No work shall be put in hand until authorised by the Commercial Officer or his authorised representative.

The FIRM price shall be quoted against each task, key posts shall be identified at the outset with a breakdown of all supporting grades, of staff to be employed, the work each person will carry out, the number of days required for each grade and all subsistence charges together with travelling expenses reasonably and necessarily incurred under the task. Sub-Contracts shall be shown where applicable. Standard Class travel shall be used at all times.

- a. The Contractor's technical proposal shall comprise:
 - A statement of the study context, objectives and scope
 - An overview of how the study question will be answered
 - A study plan, which shall include as a minimum:
 - A Work Breakdown Structure
 - Task Descriptions
 - Details of Principal Milestones (with target dates)
 - Details of the roles and responsibilities of key personnel in the proposed team, with CVs
 - GANTT and PERT charts
 - Risk assessment and risk management plan
 - Details of dependencies, assumptions and any requirements for Government Furnished Supplies. This could include (but is not limited to) data on systems or equipment's to be modelled, reports, models and analysis tools
- b. Each task will be identified by means of a Task Identification Number - TIN. The TIN will be followed by a sequential number in the series 0001-9999. Thus, a task will be identified by the prefix TIN followed by the task number - TIN/XXX. The Contract Number and TIN shall be shown on all correspondence relating to an individual task. The tasking form can be found at Annex G to the contract.

PROCEDURE FOR CHANGE TO EXISTING TASKS

A change may be proposed by the Authority or by the Contractor, to initiate a change, the following procedure shall apply.

The Contractor will be notified of any changes proposed by the Authority:

- a. by a written request from the Authority or
- b. at a formal review meeting chaired by the Authority and subsequently confirmed by the minutes of that meeting.

In the event of a change proposed by the Contractor, the Contractor shall complete on the Tasking Form the reasons for the change, impact to delivery price and milestone payment plan.

The Authority shall approve the change by signing and returning the Tasking Form. This change will be incorporated into the Contract at Annex I2, by means of a formal Contract Amendment.

DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)

THIS AGREEMENT is made the day of 20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with ****(hereinafter called "the main contractor") a contract bearing the reference number **DSTLX1******* (hereinafter called "the main contract") for **ACC******* the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

- 1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
- 2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor
(in capacity of

)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

INTELLECTUAL PROPERTY

- | | | |
|------------------------|---|------------------------------------------------------------------------------------------------|
| DEFCON 531 (Edn 11/14) | - | Disclosure of Information |
| DEFCON 632 (Edn 08/12) | - | Third Party Intellectual Property Rights – Commercial and Non-Commercial Articles and Services |
| DEFCON 705 (Edn 11/02) | - | Intellectual Property Rights – Research and Technology |

Except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

DOCUMENT MARKING SCHEME

Reports shall comply with the Defence Research Report Specification which is the format standard for Scientific and Technical Reports prepared for the United Kingdom Ministry of Defence and which can be found via [the Athena pages on the GOV.UK website](#).

The front page of Reports shall carry any notices affecting the custody, transmission or distribution of the report and its copyright status. Such notice must be in accordance with the terms of the Contract. The text to be used for the condition of supply statements is included below.

Reports comprising Technical Information DEFCON 705 (Edn 11/02)

<p>Full Rights Version</p> <p>(Mandatory – see Note 1)</p>	<p>Limited Rights Version</p> <p>(If required to supplement Full Rights Version – see Note 1)</p>
<p>Conditions Of Supply – Full Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.</p>	<p>Conditions Of Supply – Limited Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)</p>

Notes:

1. A Full Rights version is required for every deliverable report. An additional Limited Rights version of the report should also be provided in accordance with clause 9 of DEFCON 705 where the Full Rights version does not include all of the required deliverable Technical Information.
2. This must always be the customer's contract number.
3. If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by [Supplier name], the text in brackets should be amended in the first case to refer to the subcontractor(s) by name in addition to [Supplier name], and in the second case by referring to the companies concerned.
4. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then [Supplier name] commercial staff should be consulted for advice on the appropriate means of identification and marking.

LIST OF CONTRACT DELIVERABLES AND MILESTONES

No	Description	Target Due Date	Milestone £	State whether DEFCON 705 "Full Rights" or "Limited Rights" deliverable *
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

*Note: Where a DEFCON 705 "Limited Rights" deliverable has been agreed (e.g. due to drivers like proprietary IPR) then this must be accompanied by the equivalent "Full Rights" deliverable, as required by DEFCON 705 Clause 9. Both types of deliverable must be separately included in the above list.

GOVERNMENT FURNISHED ASSET (GFA) REGISTER

GFA type	Description	Support/ embodiment	Duration	Disposal

CONTRACTOR COMMERCIALY SENSITIVE INFORMATION
 (This DEFFORM 539A is to be used in conjunction with DEFCON 539)

Contract Ref No:	
Description of Tenderer's Commercially Sensitive Information:	
Cross Reference(s) to location of sensitive information in Tender:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if applicable):	
Contact Details for Transparency/Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	
email Address:	

Note: to be completed and returned with DEFFORM 10

FIRM LABOUR RATES

GRADE	DESCRIPTION	Rate - Year 1	Rate - Year 2	Rate - Year 3

To:	Part_A “Commercial Officer Name” From: and email address
-----	-------------------------------------------------------------

REQUIREMENT (to be completed by Dstl Technical Authority) Date Quotation required: _____

Originator/Project Manager’s Name:

Division:

Bldg/Room:

Tel:

Task Title:

iCAS Req no.

Anticipated Start:

Anticipated End:

TASK DESCRIPTION AND SPECIFICATION (to be completed by Dstl Technical Authority or Project Manager) Include:

Taxonomy references:

Intro/background:

Objective of the Research:

Requirement (/essential/mandatory/options elements):

Contract management activities:

Consider these aspects: sustainability requirements and standards, quality requirements and standards (is a quality plan or software assurance needed?) and standards. Disposal requirements.

Identify how proposals will be evaluated, setting out clearly evaluation criteria and weightings.

Statement of Requirement Reference no:

DELIVERABLES (to be completed by Dstl Technical Authority) (state what is required e.g. reports etc)

Reports:

Interim Report

State how many/frequency if Interim ____

Final Report

Other Please set out what acceptance criteria will apply to each of the deliverables.

ISSUE OF EQUIPMENT/MATERIAL/INFORMATION (Tick relevant box and detail what has been issued)

Not Applicable

Government Furnished Assets

Details: _____

SECURITY CLASSIFICATION OF THE WORK (A Security Aspects Letter (SAL) may be required, to be issued by Dstl)

OFFICIAL

OFFICIAL-SENSITIVE

SECRET

TOP SECRET

Further details and the full requirements can be found at the Gov.UK website at:

<https://www.gov.uk/government/publications/security-policy-framework>.

DATE OF RETURN OF PROPOSAL (to be completed by Dstl Technical Authority after mutually

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agreeing timescales) _____

Please offer a proposal based on this pricing mechanism:

Firm Price Ascertained cost Maximum Price Target Cost [MPTC]

Additional Terms to apply: (e.g import export terms; security terms, Cyber Risk assessment)

Send completed form to Commercial Services for issue to Contractors.

To be completed by the Contractor - iCAS Req number:

To: Dstl	From: (Contractor to insert name and address)
Proposal reference _____ (attached)	
COST BREAKDOWN (Tasking Form Part C - to be completed by the Contractor)	
Firm Price Quotation of £_____ (ex VAT) is submitted for Task No _____ and broken down as shown in Part C attached.	
OR	
Ascertained cost £_____ maximum price payable (Ex VAT)	
Assumptions and Dependencies (if applicable)	
Proposed Start Date:	Proposed End Date:
Government Furnished Assets (Refer also to Part E)	
If GFA is required from the Authority please provide a list with this proposal.	
All GFA must be recorded in a formal list whilst in the possession of the Contractor.	
For any purchased materials which will become GFE, please provide the known pricing with this proposal.	
If performance of the Contract is to be carried out at Authority's site please confirm insurance is in place Y / N	
If Controlled Information is issued – please provide a list	
Is any Contractor Commercial Sensitive Information included?	
If so, complete part D of this Tasking Form.	Y / N
Note: The Research Workers form may require completion on award of any contract. Please complete and return if requested to do so. One form is required per Research Worker.	
Signed on behalf of the Contractor:	
Printed Name of signatory and Date:	

Contractor – please return the completed Tasking Order Form

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Acceptance by the Authority of the proposal to the Contractor will be through the issue of a Contract Amendment containing a purchase order number which must be quoted on any relevant invoices. The terms and conditions of the Framework Agreement will apply.

**TASKING FORM PART C
COST BREAKDOWN – to be completed by the Contractor**

Task Title:	[XXXXX]				
Task Number:	[XXXXX]				
PROVISION FROM SERVICE		Hourly Rate £	Qty	Subtotal	Total £
Manpower – identify each Grade, Hourly Rate (not to exceed the maximum Hourly Rates as detailed in Annex F of the Contract. <u>Hourly Rate is inclusive of profit and overheads</u> , and quantity of hours.					
Travel & Subsistence UK Road Mileage, Accommodation, etc. provide detail – (reference Clause 12.16 of Framework Agreement)					
Transportation (provide detail)					
Range Facility (provide detail)					
Materials and Equipment (provide detailed list)					
Other (provide supporting detail)					
PROVISION FROM SUBCONTRACTORS (limited to 25% of proposed total quoted price)					
SERVICE		Cost £	Qty	Subtotal	Total £
Range Facility (provide detail)					
Manpower – identify Each Grade, rates and number of hours (based on your Rate Card)					
Travel & Subsistence UK Road Mileage, Accommodation, etc. provide detail – (reference Clause 12.16 of Framework Agreement)					
Transportation (provide detail)					
Range Facility (provide detail)					
Materials (provide detail)					
Other (provide detail)					
Materials (provide detail)					
ADDITIONAL CHARGE					
Handling Fee for sub-contracting in accordance with agreed rate					
TOTAL COST OF TASK					£

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Cross reference these on Invoice.	Description	Amount £	Due Date
Milestone 1 / Progress payment			
Milestone 2 / Progress payment			
Milestone 3 / Progress payment			
Milestone 4 / progress payment			
Etc. add more rows as appropriate.			
Retention if appropriate			
TOTAL			

Milestone (M/S) Payment Notes:

- 1) Dstl will not make any form of Payment on Contract award.
- 2) M/S Payment cost to be qualified as Value for Money (VFM) , justifiable charge.
- 3) Where Equipment is purchased in support of this Task, full payment will only be made following Contractor confirmed receipt of Equipment, If a deposit has to be paid at time of Contractor placing the Order, then this deposit payment, at Dstl's discretion, may be approved if supported by documentation as proof of Contractor payment.
- 4) For tasks of less than 6 month duration, M/S payments are at Dstl's discretion.

TASKING FORM PART D

Contractor's Commercially Sensitive Information Form
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: email Address:

TASKING FORM PART E

Tooling and Equipment

In placing this Tasking Order Form the Contractor and the Authority acknowledge and agree that the cost of the declared and listed Tooling and Equipment, to complete the required Tasking Order is to be included within the agreed Firm Price.

It is agreed that low cost and/or consumable Tooling and Equipment is not needed to be included.

It is further agreed that the stated Tooling and Equipment shall become the property of the Authority on Contract Completion, whereupon the Contractor shall transfer the Tooling and Equipment to the Public Store Account and it shall thereafter be treated as Authority Issued Property.

The Contractor shall produce and maintain a list of all Tooling and Equipment associated with this Task and make the list available to Dstl for inspection upon Dstl request.

The listed Tooling and Equipment is to be clearly marked as property of the Authority.

The Contractor shall be responsible for the safe custody, maintenance and if required calibration of the listed Tooling and Equipment whilst it is in their possession.

On Contract Completion and for a period of 3 months thereafter the Contractor shall:

- provide the Authority with free and reasonable access to the Tooling and Equipment ,
- maintain the Tooling and Equipment in good working order at its own expense;
- Deliver the Tooling and Equipment back to Dstl (or such other organisation as may be directed) when requested by Dstl, to do so in writing and at your own expense and subject to 30 (thirty) Days advanced notice being provide,
- On expiry of the 3 month period following Contract Completion and subject to the Authority not having requested return of the listed Tooling and Equipment by an earlier date, the Contractor shall seek disposal instructions for the listed Tooling and Equipment from Dstl Commercial Services.

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APPENDIX – ADDRESSES AND OTHER INFORMATION

<p>Box 1</p> <p>Dstl Commercial Services:</p> <p>Commercial Officer Dstl Commercial Services Tel: Email:</p>	<p>Box 2</p> <p>DSTL Demand Owner:</p> <p>Technical information is available from:</p> <p>Name: Dstl Tel: e-mail:</p>
<p>Box 3</p> <p>Drawings/Specifications are available from:</p> <p>See box 2</p>	<p>Box 4</p> <p>Quality Assurance Representative</p> <p>See box 2</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>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].</p>
<p>Box 5</p> <p>Bill Paying Branch:</p> <p>The Contract Number must be shown on all invoices</p> <p>Dstl Accounts Payable PO Box 325 Portsdown West, Portsdown Hill Road FAREHAM, HAMPSHIRE, PO14 9HL United Kingdom</p> <p>Tel: 01980 950001 Fax: 01980 958118</p> <p>Invoices for payment may be submitted via e-mail in PDF format to accountspayable@dstl.gov.uk</p>	<p>Box 6</p> <p>Consignment Instructions:</p> <p>N/A</p>
<p>Box 7</p> <p>Public Accounting Authority</p> <p>For Government Furnished Assets issued or to be held by the Contractor shall be the DSTL Demand Owner at Box 2</p>	<p>Box 8</p> <p>Notes:</p> <p>The DEFCONs are available on the Internet at:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p> <p>Where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted.</p>