# Reporting guidance on preparation and submission of contract reports

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## 1 Introduction

- 1.1 This document is issued by the Single Source Regulations Office (SSRO). It sets out guidance to assist defence contractors with preparing and submitting reports required under the Defence Reform Act 2014 (the Act) and the Single Source Contract Regulations 2014 (the Regulations). This guidance document, which contractors must have regard to, covers preparation and submission of contract reports whose requirements are set out in Part 5 of the Regulations. <u>Reporting requirements changed significantly on 1 April 2024 and contractors will need to ensure they are familiar with what is required from this date.</u> Contract reports and <u>component level information</u> contain a range of data about contract requirements, payments, estimated and actual costs, profit-and, factors affecting delivery and sub-contracts.
- 1.2 Guidance on <u>the</u> use of the SSRO's Defence Contract Analysis and Reporting System (DefCARS) is incorporated into this document and is embedded within the system. A separate guidance document <u>exists</u> on DefCARS functionality <u>is available</u>. The SSRO maintains DefCARS to enable contractors to comply with the requirement to submit reports electronically and guidance on its use will be relevant to all contractors using the system to prepare and submit contract reports.

#### Context

- 1.3 The Act and Regulations establish a scheme of regulation that controls the prices of qualifying defence contracts (QDCs) and qualifying defence sub-contracts (QSCs) and requires transparency on the part of defence contractors. From 1 April 2024, the Act and Regulations allow different approaches to the pricing of qualifying contracts which have implications for the pricing information which contractors must report. The SSRO has produced separate pricing guidance on these approaches.
- 1.4 Reports must be provided in electronic form to the SSRO and the Secretary of State, with the exception of the Strategic Industry Capacity Report, which may be provided in electronic or hard copy form.<sup>1</sup> The SSRO must keep an up-to-date record of QDCs, QSCs and the duration of those contracts, which it does through DefCARS.
- 1.5 The reports provide a substantial body of standardised information relevant to the operation of the regulatory framework established by the Act and the Regulations. The information may be used by the SSRO in support of its statutory functions, which include:
  - assessing and recommending to the Secretary of State the appropriate rates for use in pricing contracts;
  - issuing statutory guidance on the pricing of contracts, reporting and penalties;
  - giving opinions and determinations on the operation of the framework;
  - carrying out analysis requested by the Secretary of State;
  - keeping under review the extent to which contractors and suppliers are complying with their reporting requirements; and

<sup>&</sup>lt;sup>1</sup> The Strategic Industry Capacity Report must be provided either in electronic form (via secure means) or in hard copy: Regulation 33(7). Contractors should contact the SSRO helpdesk for further information.

- keeping the provision of the framework under review and making recommendations for change to the Secretary of State.
- 1.6 In carrying out its functions, the SSRO must aim to ensure that good value for money is obtained in government expenditure on QDCs, and that contractors are paid a fair and reasonable price under those contracts.
- 1.7 The SSRO analyses reports to help it discharge its aims and functions. It publishes a number of regular statistical releases which increase transparency over regulatedqualifying contracts generally, but do not disclose protected information about individual contracts. The SSRO's work should provide benchmarks and parametrics that support the MOD and industry in future contract negotiations. The SSRO provides analysis and management information to the MOD in response to MOD requests. The SSRO will publish details on the reporting guidance page of its website of DefCARS management information products which it makes available to those managing contracts in the MOD<sub>7</sub> on the reporting guidance page of its website. This publication is so that contractors are aware of whatsome of the information the MOD may use into inform contract discussions with them.

#### Compliance

- 1.8 The SSRO has published a compliance methodology which sets out how it will keep under review the extent to which persons subject to reporting requirements are complying with them. The methodology also addresses how the SSRO may use <u>the</u> reported information to keep under review the provision <u>ofmade by</u> Part 2 of the Act and the Regulations.
- 1.9 The compliance methodology can be found on the SSRO website. It sets out that explains how the SSRO will monitor whether reports:
  - are delivered on time; and
  - contain the information prescribed in the Regulations.
- 1.10 Enforcement of reporting obligations is the responsibility of the Secretary of State, who may issue compliance and penalty notices. If the SSRO identifies any apparent non-compliance with reporting requirements, it will bring that to the attention of the MOD. DefCARS functionality to support compliance activities is explained in the guidance document on DefCARS functionality.

#### **DefCARS design and development**

1.11 DefCARS is the central system managed by the SSRO for the capture, storage and analysis of all electronic data reported by contractors and suppliers in accordance with the Act and the Regulations. It is agreed with the MOD that submission of reports via the DefCARS system is how contractors and suppliers are to meet the requirement to electronically submit their reports to the SSRO and the MOD. The current system is a web-based tool, which was launched on 15 March 2017 and replaced an earlier system that had been in operation from the commencement of the Regulations.

- 1.12 DefCARS is intended to provide a user-friendly web interface and <u>to</u> facilitate both compliance with reporting obligations and discharge of <u>some of</u> the SSRO's functions. It differs from the original system, which relied upon submission of Excelbased templates via a portal. This guidance identifies relevant features of DefCARS, <u>makes clear how requirements can be met using the system</u> and gives assistance with submitting reports through the system.
- 1.1 All data submitted via the original system has been securely migrated to DefCARS..
- 1.13 The security of data within DefCARS is one of the SSRO's key priorities. Guidance relating to information security and system administration is available to users via 'onboarding' email correspondence with the SSRO helpdesk and via the guidance links in the system. It can be found in the appendices to the version of this document within DefCARS but will not be available on the SSRO's website.
- 1.14 DefCARS is designed to allow contractors to input data in an efficient way. For instance, certain data required across multiple reports will only need to be entered once, <u>as</u> certain data is auto-populated from one report to another. Validation errors and warnings will provide the submitter with assistance when reviewing data entered.
- 1.15 The system has been designed to facilitate any future changes to the regulatory framework, and will allow the introduction of better analysis and reports to inform contract negotiations involvingbetween the MOD and contractors. The SSRO will also regularly review the functionality of the system and, where necessary, implement upgrades and improvements through system updates.
- 1.16 Where contractors need to submit information about components of their contract, the SSRO will set up the component as if it were a contract in DefCARS. We will do this once a contractor or the MOD has notified us of, and provided some basic information about, the component. A contract may consist of a number of components and in respect of each a contractor may need to provide separate information. This guidance makes clear what the specific requirements are for component level information and how that information can be provided in the system.

#### **Personal data**

1.16<u>1.17</u> The General Data Protection Regulation came into force on 25 May 2018. The SSRO has reviewed keeps under review how it manages personal data across the organisation in accordance with the General Data Protection Regulation, and in particular in relation to personal data included in the information processed by DefCARS. The SSRO has published a Personal Information Charter which sets out the principles we will apply to personal data.

1.17<u>1.18</u> One of these principles is to limit the information which includes personal data, and is held within DefCARS, to only that which is necessary. In order to help us, the The SSRO would encourage anyone submitting statutory reports through DefCARS to limit the personal data content in those reports to that which is specifically required by the Single Source Contract Regulations. Supporting information should not normally include personal data where that can be avoided. The SSRO will provide further guidance on the management of personal data in future revisions to its reporting and DefCARS user guidance, if required.

#### **Review of the guidance**

- 1.181.19 The SSRO engages <u>stakeholders</u> on its reporting guidance and DefCARS through its Reporting and IT sub-group. The sub-group meets quarterly and has representation from industry, ADS Group and the MOD.
- 1.191.20 The SSRO will prioritise the future development of its reporting guidance and DefCARS taking into account the feedback received from the Reporting and IT subgroup. The SSRO will aim to issue updates at appropriate intervals, clearly explaining what has changed from <u>one</u> version to <u>versionthe next</u>. Contractors will need to familiarise themselves with these changes and have regard to the guidance in place at the time of reporting.

### 2 Potential QDC and training feature

#### Potential QDC/QSC feature

- 2.1 Functionality is available within DefCARS to allow contractors to prepare for submission of a Contract Initiation Report<sup>2</sup> by being able to draft reports before their QDC or QSC is entered into. <u>This functionality extends to the submission of initial component level information</u>. These draft reports on a potential QDC/QSC can be converted to actual reports, which the contractor is able to edit and then submit in the normal way, after the SSRO or MOD has been notified that a contract has been entered into.
- 2.2 This feature is available to both existing DefCARS users and potential new users. It can only be made available when the MOD or the contracting authority confirms the likelihood that a QDC or QSC will be entered into (in most cases this will includeinvolve the existencecreation of a MOD or prime contractor contract reference number) and the contracting company has provided the standard contract notification and Administration User information. The notification allows the contract and component level information to be set up on DefCARS-and, enabling the Administration User canto add other users.
- 2.3 To discuss access to the Potential QDC/QSC feature, companies should contact the SSRO helpdesk (helpdesk@ssro.gov.uk or 0203 771 4785). The SSRO will consider requests for a potential QDC to be set up on a case by case basis and will explain if it considers it is not appropriate for a contractor to have access to this feature.
- 2.4 When access to the feature has been secured, DefCARS functionality for draft reports will be largely the same as that for actual reports. The significant difference with the potential QDC functionality is that users are not able to submit the report, but can download and print it. Potential and actual QDCs/QSCs appear in the same contract list in DefCARS with the former clearly differentiated from actual contracts.
- 2.5 The MOD and the SSRO will not review or raise issues on a draft report (see paragraphs 2.4139 2.6563 on compliance activities in the guidance document on DefCARS functionality). This will only happen once the actual QDC/QSC has been entered into and the report has been submitted. Users of the potential QDC/QSC feature will, however, be able to run the validation flags that exist within DefCARS on their draft reports.
- 2.6 When conversion of a potential QDC/QSC to an actual QDC/QSC needs to take place the contractor will contact the SSRO helpdesk and the SSRO will enablefacilitate the conversion- on the system. The MOD can also convert contracts and will inform the SSRO when they do this on the contractor's behalf. Contractors will not be able to make this conversion themselves and the SSRO will not convert the contract report or component level information without the contractor being aware.
- 2.7 Once conversion has taken place anyone with permission to view the contract will receive an email notification and will be able to fill in further details such as the date the contract was entered into, review validation errors and warnings and submit the report to meet their statutory reporting deadline.

<sup>&</sup>lt;sup>2</sup> All contract reports or component level information are available in the potential QDC/QSC feature.

#### **Training feature**

- 2.8 Functionality within DefCARS has been developed to allow experienced users to train other users within their organisation. This feature also helps users become accustomed to the functionality of the system and the type of information required to complete reports.
- 2.9 DefCARS users are only eligible for access to the training feature if they have access to the live system or the potential QDC/QSC feature.
- 2.10 To gain access to the training feature, users should contact the SSRO helpdesk (helpdesk@ssro.gov.uk or 0203 771 4785) where the process to gain access will be explained and your request considered. The SSRO will create a separate training organisation for each contractor and also provide a user account for the initial Administration User. The Administration User can then set up a separate password (rather than the one they have for the live system) for this new user account. Once set up the Administration User will be able to create additional training user accounts and training contracts as required.
- 2.11 The training feature requires separate user accounts to those used for the 'live' DefCARS system. The Administration User of the training organisation will have the authority to create these new user accounts for the sole purpose of training. There will be no email notifications received from the training feature.
- 2.12 Administration Users will be able to add and create training contracts. Contracts can be added under contract administration in the administration menu. Basic details about a fictitious contract can be entered by the Administration User and then training users will be able to draft reports against those contracts.
- 2.13 It is highly recommended that when creating and managing new user accounts and contracts for the purposes of training that Administration Users do the following:
  - create user names which are not similar to those used for accessing the live system;
  - create contract names which do not relate to real contracts;
  - ensure training users do not use any real data when completing reports within the training feature as there is no functionality to convert training reports into a statutory report submission (this is only available in the potential QDC feature described on the previous page);
  - actively manage the number of users and number of training contracts which they set up as too many of either could become unwieldy; and
  - suppress users who no longer require access to the training feature.
- 2.14 The MOD and SSRO will not review reports developed in the training feature or raise issues against them. As a result, the training user will not see any issues created by the SSRO or MOD.
- 2.15 Should the training user experience any technical issues while using the feature they should contact the SSRO helpdesk. For any issues relating to using the system the user should contact their Administration User or refer to the latest reporting and DefCARS user guidance.

### 3 Overview of contract reports

- 3.1 This section of the guidance aims to provide contractors with an overview of the reports that are required under Part 5 of the Regulations in relation to QDCs and QSCs. The section also provides information on related matters which impact contract report submissions.
- 3.2 All contractors with QDCs and QSCs are required to provide initial and final reports. The submission of and the frequency of interim reports is dependent on the <u>assessment of contract value. Exhibit 1 sets out<sup>3</sup> and contract duration. Contractors</u> may also need to provide information on any components within their contract at the initial, update or completion stage, depending on how the contract reports that arehas been priced. This guidance indicates when and what component level information is required. To support that which is provided for the overall contract.
- 3.3 Regulation 9A prescribes that part of a contract will be a component of the contract if that part:

(a) uses a different contract pricing method to the contract pricing method used in any other part of the contract; or

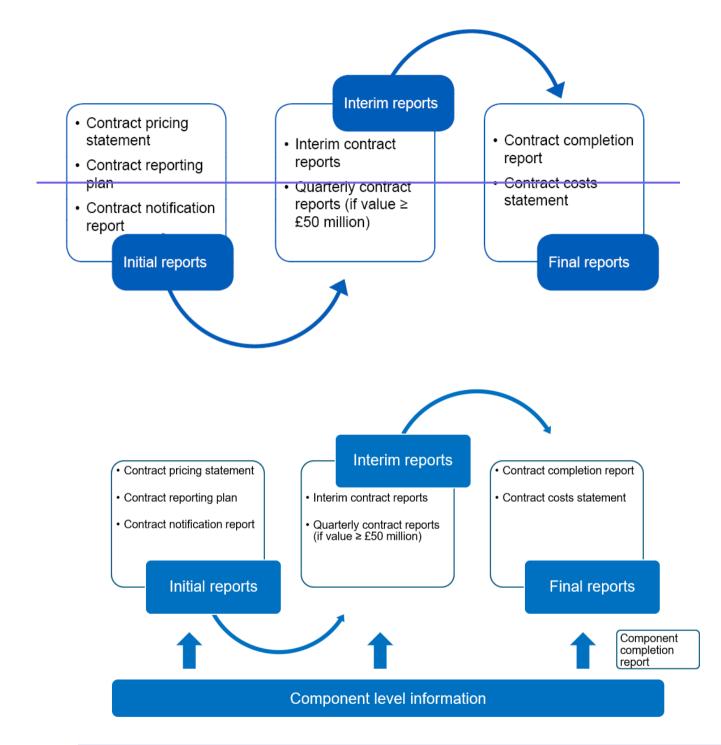
(b) has a different contract profit rate to the contract profit rate used in any other part of the contract; or

(c) has a price which has been re-determined in accordance with a provision of the Schedule that requires the part to be treated as a new component.

- 3.4 For the purposes of section 15(8), the parties to a contract may not agree that a part of a contract is a component of the contract unless they can demonstrate a commercial purpose for such agreement other than to minimise the amount of any final price adjustment.
- 3.5 Exhibit 1 sets out the contract reports and component level information that are required.

<sup>&</sup>lt;sup>3</sup> In this guidance where we refer to value we mean the contract value for threshold purposes. In other instances, where indicated, the term value is used in relation to Defined Pricing Structure (DPS) inputs or numerical values.

#### Exhibit 1 – Contract reports



3.33.6 In an effort to streamline the data entry required by contractors, the three initial reports (Contract Pricing Statement, Contract Notification Report and Contract Reporting Plan) have been merged and are referred to in DefCARS and this guidance as the **Contract Initiation Report**. The three reports can still be viewed individually and printed for review.

- 3.43.7 Contractors may be required to (via written direction from the Secretary of State) or agree to (without a written direction) provide On-Demand Contract Reports during the life of the contract. **On-Demand Contract Reports** can be Contract Pricing Statements, Contract Reporting Plans, Interim Contract Reports or Contract Costs Statements. Contractors should refer to regulation 30 for the type of On-Demand Contract Report due to be submitted and should contact the SSRO before preparing an on-demand report for detailed instructions on how to submit the report in DefCARS. On-demand reports should be reflected in the contractor's Contract Reporting Plan be that at the initial report submission stage or later during the life of a contract, whenever it is clear that these reports will be required. Section 9 provides more information about On-Demand Contract Reports.
- 3.8 Appendix 1 summarises the deadlines for submission of each of the contract and supplier reports and provides assistance on how these should be calculated.

#### Alternative Pricing methods

- 3.9 The specific default pricing methods (e.g. firm price, fixed price, cost plus etc) are explained in regulation 10. QDCs and QSCs, or components of QDCs and QSCs can also be alternatively priced using the following seven alternative pricing methods as set out in regulations 19A-G:
  - 19A: Commercial pricing;
  - <u>19B: Prices determined in accordance with law (either in relation to regulation</u> <u>19B(3), or 19B(4));</u>
  - 19C: Previously agreed price;
  - 19D: Novated contract price;
  - 19E: Competed rates applied to uncompeted volumes (CRUV);
  - 19F: Agreed changes to the contract profit rate; and
  - 19G: Aggregation of components.
- 3.10 The legislation defines the following alternative pricing methods as methods where the price does not require costs to be distinguished from profits (i.e. costs and profits are not determined and identified separately for the purpose of pricing and reporting the contract): 19A Commercial Pricing, 19B(3) Prices determined in accordance with law, 19C previously agreed price and 19E Competed rates applied to un-competed volumes. In respect of the other alternative pricing scenarios, and with default pricing methods, the costs and profits are determined and identified separately for the purpose of pricing and reporting the contract.
- 3.11 Contractors need to understand regulation 9A in order to understand when components can be agreed or when they must be created, as well as needing to understand the differences between the default and alternative pricing methods.

- 3.12 Components may be created when a contract is first entered into, or when the price of a QDC or QSC is re-determined on amendment. Contractors will need to notify the SSRO that component(s) have been created and to which contract they relate. The SSRO will add components to the system in the same way that contracts are added, and these will be linked to the contract level report through a specified naming convention.
- 3.13 For a new qualifying contract, the contractor will need to submit the initial reports for the contract (a contract initiation report (CIR) in DefCARS) and will also need to submit component information via a CIR for each component of the contract. This is to ensure that the contractor can both meet the component reporting requirements and provide a DefCARS reporting plan which clearly identifies when they are required to provide component level information while the component exists.
- 3.14 Where the parties to the contract agree to a price or amend a contract in a way that results in components being formed, there is a requirement to submit a revised CPS and CRP, but not a revised CNR. Therefore, if an existing contract is amended in such a way that results in the creation of a component, the contract level report will need to be revised and the component level information will need to be reported separately. This requirement will be best met by submitting an on-demand CPS and CRP for the revision to contract level information, where the previously submitted information can be easily amended, and component specific information can be provided via an OD CPS and OD CRP for each component.
- 3.53.15 <u>The specific regulations to which</u> contractors should refer to when completing their reports are set out in Table 1.

#### Table 1 – Reporting Requirements

Report	Reporting requirements set out in
Contract Notification Report (CNR)	Regulation 22 (General Requirements), Regulation 25 (Contract Notification Report).
Contract Pricing Statement (CPS)	Regulation 22 (General Requirements), Regulation 23 (Contract Pricing Statement).
Contract Reporting Plan (CRP)	Regulation 22 (General Requirements), Regulation 24 (Contract Reporting Plan).
Quarterly Contract Report (QCR)	Regulation 22 (General Requirements), Regulation 26 (Quarterly Contract Report).
Interim Contract Report (ICR)	Regulation 22 (General Requirements), Regulation 27 (Interim Contract Report).
Contract Completion Report (CCR)	Regulation 22 (General Requirements), Regulation 28 (Contract Completion Report).
Component Completion Report (Comp CR)	Regulation 22 (General Requirements), Regulation 27A (Component Completion Report), Regulation 28 (Contract Completion Report).
Contract Costs Statement (CCS)	Regulation 22 (General Requirements), Regulation 29 (Contract Costs Statement).
On-Demand Contract Report	Regulation 22 (General Requirements), Regulation 30 (On-Demand Contract Report), and one of the following: Regulation 23 (Contract Pricing Statement) Regulation 24 (Contract Reporting Plan) Regulation 27 (Interim Contract Report). Regulation 29 (Contract Costs Statement).

- 3.63.16 The Act and the Regulations set out modifications for QSCs. Those relating to the reporting obligations under Part 5 and Part 6 of the Regulations can be found in regulation 65 (Modifications of these Regulations), as well as throughout this guidance. Differences between the reporting requirements for QDCs and QSCs are relatively minor.
- 3.73.17 Contractors should also refer to this guidance as well as other SSRO guidance as required by regulation 22(9), which states that "in preparing a report, a contractor must have regard to any relevant guidance issued by the SSRO". Other statutory guidance produced by the SSRO which relates to the pricing of contracts and which contractors must have regard to are:
  - Single Source Cost Standards: Statutory Guidance on Allowable Costs;
  - Guidance on the baseline profit rate and its adjustment; and
  - Guidance on alternative pricing.

3.83.18 All monetary values must be reported in sterling unless it is specified in the regulation that a different currency can be used in accordance with regulation 22(8), except in limited instances in relation to payments within the CNR, ICR and CCR. In these instances, DefCARS will provide an option to specify the currency that data has been reported in. Should the QDC or QSC be contracted in a currency other than sterling, the contracting authority's exchange rate should be used (the MOD's for QDCs and the primary contractors for QSCs) for the purposes of reporting. The contractor should use a rate consistent with the contracting authority's policies or where no such policies exist, a rate of exchange derived on a just and reasonable basis.

Date a contract or component is 'entered into'

3.93.19 The Regulations require contractors to comply with various reporting and other obligations which arise in relation to the date a contract is 'entered into'. As well as being directly relevant itself to reporting requirements, the date 'entered into' is also used in the definition of the following two-terms which are relevant to reporting requirements:

a) Regulation 2(1) defines the time of agreement, to mean one of the following:

- the date a QDC or QSC is 'entered into' or the date of a re-determination of the contract price, or
- for a QDC by amendment, the date of the amendment by which it was agreed the contract was to be a QDC or the date of a re-determination of the contract price, or
- for a component, the date the component was entered into or if the price payable under the component is re-determined, the date of that redetermination.
- b) Regulation 22(10)(c) defines the **initial reporting date**, to mean the date the contract<u>or component</u> was 'entered into' or, for a QDC by amendment, the date of the amendment.

3.103.20 The time of agreement and the initial reporting date are relevant for the purposes of calculating the date by which contractors must produce various reports. Table 2 summarises the relevant submission due date requirements.

#### 1.2 Table 2 summarises the relevant requirements.

Table 2 – Reporting requirements which relate to 'date entered into'requirements relating to the initial reporting date

Regulation	Requirement
Regulations 22(2)(h) and 2A(f) General requirements and interpretation	Every report provided in relation to a QDC or component must contain the date on which the contract or component was entered into.
Regulation <del>22(2)(h), (5) General</del> requirements and interpretation 23(1)(a), (b) (CPS)	Every report provided in relation to <u>Contractors must provide</u> <u>a CPS for a QDC must contain within one month of the <b>initial</b> <u>reporting</u> date on which.</u>

Regulation	Requirement
	If the contract was entered into. Annual profiles <sup>4</sup> in reports must include columns representing a continuous range of financial years from that in which is amended so as to create a new component under the contract was entered into until that in whichor if the contract or a component of the contract is repriced in accordance with regulation 19F, a revised contract pricing statement is required to be submitted:
	(i) where the amendment has a value of £10m or more, within one month of the amendment; or (ii) where the amendment has a value of less than £10m, at the same time as the next report is provided in relation to the contract under regulation 26 (quarterly contract report), regulation 27 (interim contract report) or regulation 28 (contract completion date falls or is expected to fall. report).
Regulation 23(1) Contract Pricing Statement	Primary contractors must provide a Contract Pricing Statement for a QDC within one month of the initial reporting date.
Regulation 24(1) Contract Reporting Plan	Primary contractors must provide a Contract Reporting Plan for a QDC within one month of the <b>initial reporting date.</b>
Regulation 2524(1), (2) Contract Notification Report) (a), (b) CRP	Primary contractors <u>Contractors</u> must provide a <u>Contract</u> Notification Report <u>CRP</u> for a QDC within one month of the initial reporting date. The Contract Notification Report must contain an annual profile of any estimated costs (split by the defined pricing structure) at the initial reporting date and the date on which each reported <sup>5</sup> sub-contract was, or is expected to be, entered into. If the contract is amended so as to create a new component, a revised contract reporting plan is required to be submitted:
	(i) where the amendment has a value of £10m or more, within one month of the amendment; or (ii) where the amendment has a value of less than £10m, at the same time as the next report is provided in relation to the contract under regulation 26 (quarterly contract report), regulation 27 (interim contract report) or regulation 28 (contract completion report).

<sup>&</sup>lt;sup>4</sup> If the contractor is of the view that it is not possible to express matters in an annual profile, the total amount is permitted.

<sup>&</sup>lt;sup>5</sup> Each sub-contract which the primary contractor has entered into, or intends to enter into, for the purposes of enabling it to perform its obligations under the qualifying defence contract (including the total propertion of the value of the qualifying defence contract which the primary expects to sub-contract). Only sub-contracts with a value of £1 million and above (or, if there are more than 20 such sub-contracts, each of the 20 which have or are expected to have the highest value). These thresholds apply to all reports which require reporting of sub-contracts.

Regulation	Requirement
Regulation 25(1) CNR	Contractors must provide a CNR for a QDC within one month of the initial reporting date.
Regulation 26(1), (2), (3) and ( <del>6)</del> <del>Quarterly Contract Report<u>6B</u>)</del> <u>QCR</u>	Primary contractorsContractors must provide a Quarterly Contract ReportQCR for a QDC within one month of the end of each calendar quarter from the <b>initial reporting date</b> until the contract <u>or component</u> completion date. <u>for any contract</u> valued at or above £50m
	Where the component value is above £50m, component level information must be submitted quarterly. Where the component value is less than £50m, and costs are distinguishable from profits, component level information must be submitted:
	<ul> <li>By agreement with the MOD, no more than five years following the time of agreement. Then such further dates before the expected contract completion date as may be agreed between the parties, each date to be no more than five years after the date agreed for the first set of relevant component information; or</li> <li>Where there is no such agreement, on the date which is three years after the last day of the calendar quarter during which the initial reporting date fell. Then on the date which is each third anniversary of that date.</li> </ul>
	In cases where the component value is less than £50m, and costs are indistinguishable from profits, component level information is not required.
	No report is required for the calendar quarter in which the <b>initial reporting date</b> falls. The first Quarterly Contract Report must be for the period from the <b>initial reporting date</b> to the end of the next calendar quarter.
	The Quarterly Contract Report must contain:
	<ul> <li>a) the annual profile of the estimated costs (split by the contractor reporting structure) at the time of agreement;</li> <li>b) a description of any event that has occurred, or</li> </ul>
	circumstances which have arisen, since the contract was entered into, that have had or are likely to have a material effect in relation to the contract; and

Regulation	Requirement
	the date on which any reported <sup>6</sup> sub-contract was, or is expected to be, <b>entered into</b> in relation to the contract.
Regulation 27(1), (2), (3), (4 <del>) and (5) Interim Contract Report<u>3A)</u> <u>ICR</u></del>	Primary contractorsContractors must provide an Interim Contract ReportICR for a QDC within two months after each reporting date, which can be a date determinable by reference to the <b>time of agreement, initial reporting date</b> or previous reporting date.
	All Interim Contract Reports must contain an annual profile of any estimated The ICR submission date requirements do not differentiate between contracts or components where costs (split by and profits are indistinguishable and those that are not.
	The requirements for a contract or component with a value under £50m:
	<ul> <li><u>contract or component information, with agreement</u> from the defined pricing structure) atMOD, up to five years from the time of agreement, and subsequent reports must be within five years of the previous reporting date;</li> </ul>
	If the value of a qualifying defence contract is less than £50 million, the Interim Contract Report must also contain the following information:
	<ul> <li>a) a description of any event that has occurred, or circumstances that have arisen, since the contract was entered into, that have had or are likely to have a material effect in relation to the contract; and</li> <li>the date on which each reported sub-contract was, or is expected to be, entered into. contract information, where there is no such agreement, three years from the time of agreement and subsequent reports must be within three years from the previous reporting date; and</li> <li>component information, where there is no such agreement, submission dates must be the same as the contract level ICR dates.</li> </ul>
	The requirements for a contract or component with a value of £50m or more:

<sup>&</sup>lt;sup>6</sup>-Each sub-contract into which the primary sub-contractor has entered into in the period covered by the report, or intends to enter into, in the calendar quarter following the period covered by the report.

Regulation	Requirement
	<ul> <li>contract or component information, with agreement from the MOD, up to three years from the time of agreement and subsequent reports must be within three years of the previous reporting date;</li> <li>contract information, where there is no such agreement, 12 months from the time of agreement and subsequent reports must be 12 months from the previous reporting date; and</li> <li>component information, where there is no such agreement, submission dates must be the same as the contract level ICR dates.</li> </ul>
Regulation 27A (1),(2) Comp CR	The Contract Completion Report must contain:
28(2) Contract Completion Report 1) CCR	<ul> <li>a) an annual profile of the maximum amount of profit that could have resulted from the incentive adjustment at the time of agreement;</li> <li>b) an annual profile of any estimated costs (split by the defined pricing structure) at the time of agreement;</li> <li>c) an annual profile of the estimated amount of each cost recovery base set out in the Contract Reporting Plan at the time of agreement;</li> <li>d) a description of any event that has occurred, or circumstances which have arisen, since the contract was entered into, that have had or are likely to have a material effect in relation to the contract; and in relation to each relevant sub-contract the date on which the sub-contract was, or is expected to be, entered into. Contractors must provide a Comp CR within 12 months of a component information is included within the CCR and the CCR is provided within 12 months of the component completion date.</li> </ul>

Regulation	Requirement
Regulation 3029 (1) On Demand contract report <u>CCS</u>	Within one month of the <b>initial reporting date</b> of a QDC, the Secretary of State may require primary contractors to provide a Contract Costs Statement. Contractors must provide a CCS within 12 months of the contract completion date, and where a component completion date is more than 12 months from the contract completion date, separate component level information must be provided within 12 months of the component completion date.
Regulation 39(4)(b)(iv) Rates Comparison Report	If the Secretary of State requires a party to a QDC to provide a Rates Comparison Report, the report must contain the date on which each of the relevant contracts was <b>entered into</b> .

The following guidance is not to be taken as legal advice about contractual matters. The MOD and contractors may need to seek their own legal advice where it proves difficult to determine the date a contract was entered into.

#### 'Date entered into'

3.113.21 A contract <u>or component</u> is 'entered into' on the date that a contract<u>or</u> <u>component</u> is formed, which requires that there is:

- an agreement, which is reached by the process of offer and acceptance;
- an exchange of consideration (something of value); and
- an intention by the parties that the agreement be legally binding.
- 3.123.22 Assuming a valid offer has been made, the date on which a contract <u>or</u> <u>component</u> is entered into will generally be the date the offer is accepted. Acceptance of an offer usually must be communicated to the offeree for the contract <u>or component</u> to be effective, and an offer can set out the mode of acceptance.
- 3.133.23 It is possible for contracts <u>or components</u> to be entered into orally between the MOD and contractors but it is generally expected that such contracts <u>or</u> <u>components</u> will be made in writing.
- 3.143.24 Where oral negotiations or a verbal contract <u>or component</u> have been put in writing, the general position is that the date the contract <u>or component</u> has been 'entered into' will be the date the written contract <u>or component</u> was entered into and not the date of any earlier verbal <u>contract or negotiations</u>.
- 3.153.25 Where a party has entered into an intention to proceed agreement (or comfort letter or memorandum of understanding), such an agreement may constitute a contract<u>or component</u>, depending on the circumstances.
- 3.163.26 Contractors are advised to take their own legal advice in circumstances where they are unsure whether an agreement:
  - has been reached;
  - reflects what was actually agreed;
  - constitutes a contract or component; or

 constitutes a contract <u>or component</u> for the purposes of the Act and the Regulations.

#### The date a written contract or component is formed

- 3.173.27 Generally, the date a written contract <u>or component</u> is entered into will be the date the accepting party signs or delivers the <u>contract\_contractual documentation</u>. There are a variety of ways in which this can be done and, assuming there are two parties to the contract, this includes:
  - Where there is a single document which makes it clear that each party is to become bound to the agreement by adding his or her signature to it, the date of entry into the contract <u>or component</u> is when the second party signed the document.
  - Where there are two copies of the document and each party has signed one copy and exchanged signed copies, the date of entry into the contract or <u>component</u> is the date the second party delivered the contract document.
  - Where one person made an offer in the form of a written document which requires that the other party accept the offer by signing the document (but the first party does not need to sign the document), the date of entry to the contract <u>or component</u> is usually the date the other party signed the document.
- 3.183.28 Where in exceptional circumstances a contract is to be accepted by post, the contract <u>or component</u> is formed on the date the contract <u>if is</u> delivered to the Post Office.

What is the date of entry of a contract or component when a DEFFORM 10 is used?

- 3.193.29 The MOD's Commercial Toolkit provides that in single source situations, the MOD should send the contractor a DEFFORM 8 to issue an offer of contract. DEFFORM 8 encloses DEFFORM 10, which is the acceptance of offer of contract form used by the MOD to enter into single source defence contracts.
- <u>3.203.30</u> DEFFORM 8 states that if the contractor wishes to accept the offer, the contractor should complete, sign and return the DEFFORM 10 to a certain address within 10 working days, and that no contract will come into existence until the contractor has accepted the MOD's offer in accordance with the letter of offer.
- 3.213.31 If the MOD uses a DEFFORM 8 and a DEFFORM 10 to make an offer to the contractor, acceptance of the MOD's offer will be complete on the date that the DEFFORM 10 is posted to the MOD (if this is done within the 10 working day timeframe).
- 3.223.32 In these circumstances, the date the contract <u>or component</u> is entered into will be the date that the form is posted to the MOD in accordance with the MOD's letter of offer DEFFORM 8.
- 3.233.33 This is an example of the third bullet point in paragraph 3.4928 of ways a written contract can be entered into, as well as a situation where a contract is to be accepted by post.
- 3.243.34 If the MOD chooses to enter into a contract <u>or component</u> without using these forms, the other general principles outlined in this guidance will apply (for example, acceptance of an offer could be complete upon the contractor's signature).

Distinction between 'date entered into' and an 'effective', 'start' or 'commencement' date

3.253.35 A contract or component may include an 'effective', 'start' or 'commencement' date and these will generally be defined terms. An effective date may be included to establish when the term of the contract or component begins. A start or commencement date may provide when services, supplies or works are to commence under a contract. The effective, start or commencement date may be different from the date of entry into the contract or component.

3.263.36 To the extent that the Regulations refer to the date a contract <u>or component</u> was 'entered into'. This, this should be the date the contract <u>or component</u> is formed, as set out above. If effective, start or commencement dates are different from the date the contract <u>or component</u> is formed, they should not be included in the data fields of reports where the date of entry is required.

#### **Framework contracts**

3.273.37 A framework agreement establishes the key terms and conditions that will apply to subsequent purchases. This can enable the MOD to procure future goods and services efficiently and effectively, as the terms for each subsequent purchase are usually already established, subject to the possibility of refinement rather than a re-negotiation. A framework agreement may be a QDC or QSC if it is a contract that satisfies the definitions in, respectively, sections 14 and 28 of the Act.

3.283.38 The subsequent purchases made under a framework are sometimes referred to as call-off contracts, tasks, or orders. In line with the Regulations a contract awarded under a framework agreement may also be a QDC or QSC if it satisfies the definitions in, respectively, section 14 and 28 of the Act. For the purposes of these definitions, regulations 9 and 60 specify the circumstances in which a contract awarded under a framework is the result of a competitive process and, by inference, when it is not. If a competed framework agreement exists which covers the goods, works or services being provided under the QDC or QSC (which has been awarded in accordance with that framework agreement), the regulation 19E CRUV alternative pricing method may allow the price payable under the contract or component to be determined by using the applicable unit prices or rates provided for in the framework.

- 3.293.39 If a framework agreement is a QDC or QSC, then the same reporting requirements apply as for other QDCs and QSCs. At the initial time of agreement, it is not uncommon for a framework agreement to have an agreed contract price and a price that the contracting authority has committed to pay which may be subject to change. By contrast, the contracting authority may have assessed that the framework agreement has a substantial value for the purposes of the QDC or QSC threshold, for example where a unit price has been agreed but the expected unit volumes have not yet been committed to. The value assessment will be used for identifying which reporting requirements are triggered (e.g. whether QCRs are required and the type and frequency of ICRs). The contract price and/or the price committed to pay may then increase over the life of the framework as subsequent purchases are made under the framework. Contractors should consider the following additional guidance:
  - contract value (paragraph 3.4251);
  - contract price (Table 79);

price committed to pay (Table 79); and reporting thresholds (paragraphs 5.6, -5.79, 6.3 and 6.45).

#### Contract amendments

3.303.40 In regulation 2(1), the time of agreement is defined in some circumstances to mean 'the date of the amendment' mentioned in section 14(4)(c) or 14(5)(b) of the Act. Those paragraphs refer to a contract being amended on or after the relevant date (18 December 2014).

3.313.41 Where a contract is amended:

- The date of the amendment will be the date on which the contract or <u>component</u> which gives effect to the amendment is entered into.
- The date of entry into the contract <u>or component</u> will be the date of entry into the original contract <u>or component</u>, unless the intention of the parties at the time of entering into the original contract <u>or component</u> was that the original contract <u>or component</u> would be superseded by the amendment, in which case the date of entry into contract <u>or component</u> will become the date of the amendment.
- 3.323.42 If the parties have used the MOD's DEFFORM 10B to amend the contract, the date of the amendment may be determined by the date of signature on the form (or, as above, if the MOD prescribes a certain mode of acceptance, in accordance with that direction).
- 3.3333.43 If the parties are not sure whether they have amended or superseded the original agreement, they should seek legal advice.

#### **Reporting QSC assessments**

3.343.44 For each sub-contract which has or is expected to have a value of not less than £1 million, contractors are required to report the outcome of any assessment that has been made of whether a sub-contract is a QSC. This information must be provided in the Contract Notification Report, Quarterly Contract Report, Interim Contract Report and Contract Completion Report (see regulations 25(2)(l)(ix), 26(6)(k)(ix), 27(5)(e)(ix) and 28(2)(p)(ix)). Additionally, if the sub-contract is valued at £15 million or more, and the contractor's assessment is that the sub-contract would not be QSC, then the contractor must also report:

- the outcome of the negative assessment;
- confirmation of whether the award of the contract is not, or would not be, the result of a competitive process; and
- confirmation of whether the contract enables the performance of contracts other than a QDC or QSC.
- 3.353.45 This information must be provided in the Contract Notification Report, Quarterly Contract Report, Interim Contract Report and Contract Completion Report (regulations 25(2)(m), 26(6)(l), 27(5)(f) and 28(2)(q)). Table 19. Table 22 provides further guidance on sub-contract data input.

- 3.363.46 Regulation 61 specifies the circumstances in which an assessment must be carried out of whether a proposed sub-contract would be a QSC (a QSC assessment). A QSC assessment must be carried out by the primary contractor or other person who proposes to enter into a sub-contract if the proposed sub-contract involves the provision of anything for the purposes of a QDC or QSC to which the contractor or other person is a party. Regulation 61 also specifies that the person carrying out the assessment must keep a record of the assessment, give written notice to the MOD and the sub-contractor if it considers the contract would be a QSC, and in all cases give written notice that an assessment has been made to the MOD and the SSRO. The requirement upon contractors to provide a notification for the purposes of regulations 61(3), 61(6) and 61(8) is not satisfied through the submission of sub-contract information or statutory reports in DefCARS.
- 3.373.47 For every QSC assessment carried out, an assessment notification template, together with guidance on submitting the notification, can be found on the SSRO's **website**. If a contractor wishes to provide the template to the MOD and/or the SSRO in DefCARS, this can be done by uploading the completed template to the sub-contracts page of the next applicable report. The CNR, QCR, ICR or CCR submitted for the parent contract may be the most appropriate as these already include a page on sub-contract information but contractors remain free to adopt other approaches should they wish to. A separate template has been developed by the SSRO which can be used to notify the MOD and the proposed sub-contractor of a positive QSC assessment. This should be done in a timely way (before or upon entering into the sub-contract), as the requirements of the regulatory framework will only apply to the QSC once notice has been given and in order that the sub-contractor can meet its own reporting obligations in a timely manner.
- 3.383.48 The Regulations only call for a QSC assessment to be undertaken at the time when it is proposed to enter into the sub-contract and not when an existing sub-contract is subsequently amended, unless the parties propose to amend the sub-contract in such a way that a new sub-contract is created.
- 3.393.49 If the outcome of the QSC assessment is positive and the proposed amendment is made, the new QSC will be brought into the regime upon the contractor complying with the notice requirements under regulation 61(3).

#### Determining the value of a sub-contract

- 3.403.50 Contractors must determine the value of each sub-contract to a QDC or QSC in order to know whether to report:
  - details of sub-contracts valued at £1 million or more, including whether a QSC assessment has been carried out; and
  - details of a negative QSC assessment for a sub-contract valued at £15 million or more.
- 3.413.51 The contractor, as the contracting authority, is required to determine the value of the proposed sub-contract in accordance with regulation 5. Regulation 5(3)(a) explains when the value is to be determined, which is either the date of the QSC assessment or, if later, the date on which it is proposed to enter into the sub-contract (whichever is the higher). Regulation 5 also describes what must be included in and excluded from the calculation. It includes a requirement in certain cases to aggregate the value of the proposed sub-contract being assessed with the value of other sub-contracts and proposed sub-contracts.

#### 3.423.52 In circumstances where the contracting authority:

- proposes to enter into a sub-contract for the purpose of fulfilling a requirement for goods, works or services; and
- has also entered into, or proposes to enter into, one or more other single source contracts with the same person (or persons associated with that person) for the purpose of fulfilling that requirement,

the value of the proposed sub-contract is the aggregate of the consideration (being something of value, including monetary payments) which the contracting authority has paid or expects to be payable under (i) the proposed sub-contract being assessed; and (ii) all of those other contracts or proposed contracts (regulation 5(5)).

3.433.53 When carrying out a value assessment, some contracts must or may be disregarded for the purposes of aggregation (regulations 5(6) - 5(8)):

- A contract or proposed contract with a value of £250,000 or less must be disregarded if the contracting authority is reasonably satisfied that the procurement has not been subdivided to avoid the requirements of the Act and Regulations.
- A contract or proposed contract may be disregarded if conditions A and B are met in relation to it.

Condition A is that the contract has a value of over £250,000 and less than £1 million. Condition B is that the contract, and any other contract valued at more than £250,000 but less than £1 million and which would otherwise be within scope of the aggregation, together have an aggregate value of less than 20% of the consideration the contracting authority has paid or expects to be payable under all contracts entered into for the purposes of fulfilling the requirement under regulation 5(5)(a)).

#### Aggregation example

Contractor A has a QDC with the Secretary of State. It has entered into five sub-contracts with Contractor B to provide the same requirement for a QDC. One sub-contract (SC1) has a value of £200,000, three sub-contracts (SC2, SC3 and SC4) each have a value of £500,000, and the remaining sub-contract (SC5) has a value of £2 million.

Contractor A proposes to award two further sub-contracts to Contractor B for the same requirement for the QDC. One sub-contract is expected to have a value of £21 million (SC6) and the other £4 million (for SC7). Contractor A must carry out a QSC Assessment for SC6 and SC7, which includes the need to determine each of their values.

All the sub-contracts SC1 to SC7 are not the result of a competitive process.

In determining the values of SC6 and SC7, Contractor A must aggregate the consideration paid, or expected to be payable, under all contracts either entered into or proposed to be entered into on a single source basis with Contractor B for the same requirement. In doing so, Contractor A should disregard:

- a. SC1, because it has a value of £250,000 or less (regulation 5(6)(c));
- b. SC2, SC3 and SC4, because:
  - i. the values are within the range of £250,000 and £1 million (Condition A of Regulations 5(6)(a) and 5(7)); and
  - ii. the aggregate value of each contract is within the range of £250,000 and £1 million (being £1.5 million) and is less than 20% of the aggregate of the

consideration paid or expected to be paid under all contracts entered into, or expected to be entered into, in accordance with Regulation 5(5)(b). In that respect, 20% x (£1.5 million + £2 million + £21 million + £4 million) =  $\pm$ 5.7 million, and £1.5 million is less than £5.7 million ((Condition B of Regulations 5(6)(a) and 5(8)).

#### Value of SC6 and 7

When considering the value of SC6 and SC7, the contractor must aggregate the value of each contract with contracts that it has entered into or proposes to enter into for the same requirement. Given that SC5, SC6 and SC7 are all for the same requirement, the value of all three contracts should be aggregated and the value of SC6 and SC7 will each be £27 million (£2 million + £21 million + £4 million). This means that, following aggregation, both SC6 and SC7 have a value exceeding the £25 million threshold for a contract to be a QSC (regulation 58(1)).

#### Outcome of QSC assessment

The contractor should find that SC6 and SC7 are both QSCs. The aggregated value of each contract exceeds the £25 million threshold. The contracts are not the result of a competitive process and both provide something for a QDC.

Any future sub-contracts for the same requirement to be awarded on a single source basis to Contractor B with a value of at least £1 million will also be assessed as QSCs as the £25 million threshold has already been exceeded.

<u>Status of SC5</u>: The status of SC5, in terms of whether or not it is a QSC, will remain unchanged despite its value being taken into account in determining the value of SC6 and SC7. If it were assessed as not being a QSC (for instance, because at the time of the QSC assessment Contractor A had not proposed to enter into SC6 and SC7 and so its value was assessed as being £2 million), it will remain outside of the regulatory framework.

<u>Notification requirements</u>: Having undertaken a QSC assessment for SC6 and SC7, Contractor A must keep a record of those assessments (regulation 61(2)). Contractor A must then:

- give notice in writing to the Secretary of State and the SSRO that each QSC assessment has been made for SC6 and SC7 (regulation 61(8)) (notice in relation to contracts SC1, SC2, SC3, SC4 and SC5 should previously have been made to the Secretary of State and to the SSRO); and
- because the outcome of the QSC assessments for SC6 and SC7 is positive, give notice in writing of that fact to the Secretary of State and to Contractor B.

Contractor A can satisfy the notification requirements by completing the assessment notification template and submitting to the relevant parties in accordance with the guidance found on the SSRO's **website**.

<u>Reporting requirements</u>: Contractor A's reporting requirements under the QDC in relation to the sub-contracts arise in the CNR, the QCR, the ICR and the CCR.

For all sub-contracts and proposed sub-contracts Contractor A has entered into or intends to enter into, regardless of value, it is required to provide a description (together with the total proportion of the contract price of the QDC which it expects to sub-contract) in the CNR (reg 25(2)(k)), QCR (reg 26(6)(j)) and ICRL (reg 27(5)(d)). This includes sub-contracts SC1 – SC4 which were disregarded for the purposes of the determining the value of SC6 and SC7. Paragraph 4.68 of the contract reporting guidance refers.

Of those sub-contracts or proposed sub-contracts which have or are expected to have a value of £1 million or more (in this case SC5, SC6 and SC7), Contractor A is required to provide additional information in the CNR-(reg 25(2)(I)), QCR (reg 26(6)(k)), ICRL (reg 27(5)(e) and CCR (reg 28(2)(p)). In relation to the QCR, this information need only be

provided for those sub-contracts which were entered into in the period covered by the report, or which are intended to be entered into in the following calendar quarter. Paragraph 4.69 of the contract reporting guidance refers.

Of those sub-contracts or proposed sub-contracts which have or are expected to have a value of £15 million or more and which have had a negative QSC assessment, Contractor A would be required to provide more granular details of the QSC assessment in the CNR (reg 25(2)(m), QCR (reg 26(6)(I), ICRL (reg 27(5)(f)) and CCR (reg 28(2)(q))... However, since both SC6 and SC7 have had a positive QSC assessment, Contractor A need not report this information. Paragraph 3.36 of the guidance refers.

3.443.54 The requirement to be fulfilled by the sub-contract whose value is being assessed (see paragraphs 3.43 and 3.4453) should be identified from the terms of that contract. Similarly, the requirement to be fulfilled by other sub-contracts that the contracting authority has with the sub-contractor should be identified from the terms of those other sub-contracts. In each case, the contracting authority should be mindful that the aggregation principles are intended to prevent avoidance of the regulatory framework by dividing a single requirement into multiple contracts.

#### An amendment may result in a new contract

- 3.55 Regulation 7A directs when an existing non-QDC which is to be amended to include additional goods, works or services, is to be treated as a new contract (and therefore susceptible to being a QDC for the purposes of section 14(3)), rather than remaining an amendment (which would otherwise be susceptible to being a QDC by amendment for the purposes of section 14(4) or (5)).
- <u>3.56 An amendment will be treated as a new contract for the purposes of section 14 when</u> <u>either the circumstances in regulation 7A(2) or regulation 7A(3) apply.</u>
- 3.57 Many of the circumstances set out in regulation 7A(2) will involve a degree of judgement to be applied, which necessitates discussion between the MOD and the contractor and the amendment (being the additional goods, works or services) must be reported in the same way any new contract would be. We would expect in most cases that the parties will reach an agreed position having assessed the facts and circumstances in each case by reference to the regulation 7A(2) test.
- 3.58 The circumstances in which regulation 7A(3) applies are when a contract is <u>"amended in such a way as to amount in effect to termination of that contract and the</u> <u>creation of a new contract". Such a situation can arise based on the common law</u> <u>position as described in paragraph 3.61 below.</u>
- 3.59 It should be noted that, notwithstanding whether regulation 7A directs that an amendment is to be treated as a new contract, the relevant conditions for there to be a QDC must still apply. For example, the value of that new contract (being the for the additional goods, works or services) must be £5m or more to be a QDC for the purposes of section 14(3). Similarly, for a contract to become a QDC by amendment, the joint value of the existing contract and the additional goods, works or services must be £5m or more and the parties must agree that it is to be a QDC.

- 3.453.60 In limited circumstances, an amendment to a contract may create a new contract. Under common law<sup>7</sup>, a new contract will arise when the effect of the amendment is to rescind the existing contract. Broadly, this may occur in two circumstances:
  - By express agreement between the parties. For example, in a deed of restatement and amendment, the parties may state that the previous contract is rescinded.
  - By implication. The circumstances or the terms of the amendment may imply a rescission of the previous contract. A rescission may be presumed if the amendment is entirely or wholly inconsistent with the previous contract. This may occur if the amendment introduces a substantially different requirement.
- 3.46<u>3.61</u> Contractors should seek legal advice if they are unsure whether a proposed amendment will result in a new contract.

### Reporting a QDC by amendment or QDC or QSC following an amendment and rescission of the previous contract

- 1.3 Contractors are required to report the price of a QDC or QSC in the contract reports. The pricing formula in regulation 10 applies to the whole of the contract price, including in the following circumstances:
  - A contract becomes a QDC following an amendment and the agreement of the parties, under sections 14(2) and 14(4) or (5) of the Act.
  - A contract becomes a QDC following an amendment that at common law rescinds the previous contract and the contract meets the requirements for being a QDC under sections 14(2) and (3) of the Act.
  - A sub-contract becomes a QSC when an amendment would at common law rescind the previous contract and the proposed new sub-contract is assessed as being a QSC under regulation 61 and written notification is given to the MOD and the sub-contractor.
- 1.4 If a contract has become a QDC by amendment or a QDC or QSC following an amendment and rescission of the previous contract, there will likely be a component of the contract that was not originally priced in accordance with the price formula. The whole contract should be re-priced in accordance with the formula in such circumstances. Chapter 3 of the guidance also explains how sub-contractors can report in circumstances where the price is non-compliant and there are elements of the price that have not been priced in accordance with the price formula.

<sup>&</sup>lt;sup>7</sup> English law that is derived from custom and judicial precedent rather than statutes.

3.62 In circumstances where a contract comes into the regime on amendment (a QDC by amendment under section 14(4) or (5)), there will likely be goods, works or services for which the parties had agreed a price, whether those goods, works or services have yet to be delivered or not. Subject to satisfying the requirements of regulation 19C (Previously agreed price), the amendment to the contract which brings it into the regime may create a component in respect of that previously agreed price. Further information on the Regulation 19C pricing method is contained in the Alternative Pricing Guidance. The contractor will need to identify the date they agreed with the MOD that a component had been entered into.

#### Contract and component completion date

3.473.63 Contractors are required to report the contract <u>and component</u> completion date of each qualifying contract and of associated sub-contracts. The circumstances in which-<u>contract</u> completion dates are required to be reported are set out in Table 3.

Regulation	Report	Requirement
22(2)(i) <u>22(2A)(g)</u>	All	Each contract <u>or component</u> report must contain the contract <u>or</u> <u>component</u> completion date (or, if that date is not known, the expected contract <u>or component</u> completion date).
25(2)(l)(vii)	CNR	The contractor must report the contract completion date (or, if that is not known, the expected contract completion date) of sub-contracts valued at £1 million or more.
26(6)(k)(vii)	QCR	The contractor must report the contract completion date (or, if that is not known, the expected contract completion date) of sub-contracts valued at £1 million or more.
27(5)(e)(vii)	-	The contractor must report the contract completion date (or, if that is not known, the expected contract completion date) of sub-contracts valued at £1 million or more.
28(2)(p)(vii)	CCR	The contractor must report the contract completion date (or, if that is not known, the expected contract completion date) of sub-contracts valued at £1 million or more.

Table 3 - Contract and component completion date in contract reports

3.483.64 Regulation 4(1) provides that the "contract completion date", in relation to a contract, means:

a. the date described in the contract as the contract completion date; or

- a. b. if no such date is described in the contract, the date on which the contractor completes all obligations which entitle it to final payment under the contract; or
- b. c. if the contract is terminated before the this date described in sub-paragraph 1(a) or (b) (as the case may be), the date on which the contract is terminated.

- <u>3.65</u> <u>Determination of Regulation 4(1A) provides that</u> the <u>contract</u> <u>component</u> <u>completion</u> date is, firstly, by application of regulation 4(1)(a). The <u>"</u>, in relation to a component <u>means:</u>
  - a. the date on which the contractor will need to determine whether the contract completion date has been described in the contract. If not, then regulation 4(1)(b) applies and the contractor will need to determine the contract completion date by reference to when completes all obligations, under that component which entitle it to final payment from the contracting authority, are complete. If the contractin respect of that component; or
  - a.b. if that component is terminated, then regulation 4(1)(c) will apply to determine the contract completion date. The first two approaches in regulations 4(1)(a) or (b) are mutually exclusive, so if one of them applies, the but any other will notpart of the contract is not terminated, the date on which the component is terminated.

#### Date described in the contract

- 1.5 If the contract contains a date which is described as the contract completion date, then that date is the contract completion date. The following examples show how a contract completion date of 31 December 2026 may be sufficiently described in a contract to satisfy the definition:
  - The contract completion date is 31 December 2026; or
  - Completion of the contract shall be 31 December 2026; or
  - The parties agree that the date for completion of the contract is 31/12/2016.
- 1.6 The key requirement for describing the contract completion date in the contract in a way that satisfies regulation 4(1)(a) is that the description used clearly and unambiguously indicates both the date and that it is the contract completion date. A reference merely to the date on which the main contract deliverable is to be provided may be insufficient.
- 1.7 If a contract completion date is described in the contract, there will be no need to apply regulation 4(1)(b) (the date on which all obligations are completed entitling the contractor to final payment). The parties to the contract may change the contract completion date by amending the contract. Paragraphs 3.58 3.60 identify how the contractor should deal with reporting a new contract completion date.

#### Completion of all obligations entitling the contractor to final payment

- 3.49<u>3.66</u> Where the contract does not describe the contract completion date in line with regulation 4(1)(a), and assuming the contract has not been terminated, the contract completion date is determined by regulation 4(1)(b). The contract The contract or component completion date will be the date that all obligations which entitle the contractor to final payment under the contract or component have been completed.
- 3.503.67 If a contractor submits a contract report prior to the contract <u>or component</u> completion date, it will have to anticipate or predict the date on which it will complete the obligations that entitle it to final payment. The contractor should exercise its best judgment in making this prediction, considering all relevant circumstances, such as:
  - the terms of the contract or component;

- performance to date;
- information provided by the MOD; and
- any material events and circumstances.

3.513.68 The contractor's expectation of when it will complete all obligations entitling it to final payment under the contract <u>or component</u> may change as <u>the contractwork</u> progresses. There are many reasons why this may be the case, including changed requirements, unexpected circumstances and performance issues. Paragraphs 3.5880 – 3.6081 identify how the contractor should deal with reporting a new contract<u>or component</u> completion date.

3.523.69 There are payments that should not be considered when determining the contract-completion datedates under regulationregulations 4(1)(b) and 4(1A)(a). First, regulation 4(2) provides that the following payments are not final payments:

- any payment relating to the effect of specified indices or rates (regulation 10(5) or (10));
- any TCIF adjustment; any payment under regulation 16 (final price adjustment); and
- any amount which is determined by the SSRO to be payable.

3.533.70 Secondly, a contract may contain accrued obligations which continue beyond when obligations which attract final payment have completed. Foreseeably, these will include:

- an obligation to keep relevant records (regulation 20);
- an obligation to co-operate with the contracting authority in respect of requests under the Freedom of Information Act 2000; and
- an obligation in respect to the payment of damages under a warranty.

3.543.71 Unless obligations attract a payment under the contract from the contracting authority, they should not be considered when determining the contractrelevant completion date under regulation 4(1)(b) or 4(1A).

Termination of a contract or component

3.553.72 A contract <u>or component</u> may be terminated in advance of the expected <u>contract</u> completion date. If that occurs, then <u>regulationregulations</u> 4(1)(c) <u>provides and 4(1A)(b) provide</u> that the <u>contract</u> completion date will be the date on which the contract <u>or component</u> is terminated.

3.563.73 Determining the date of termination of a contract will depend upon the mechanism by which the contract or component is terminated and how it is exercised. For example, if a contract or component is terminated by exercising a contractual right to do so on giving 30 days' notice, the date on which the contract or component is terminated may be stated in the notice of termination. Issues may arise in determining whether a contract or component has been terminated and, if so, the date on which termination takes effect, for example:

• whether notice has been given in the required manner and form, if any;

- correct identification of the date on which notice takes effect; and
- correct determination of when any notice period expires.

3.573.74 The contract may specify circumstances which give rise to termination and the requirements for doing so. There may also be relevant provision in statute and common law. The contractor should consider taking legal advice to ensure the contract completion date is correctly identified for the purposes of reporting.

3.583.75 A contract <u>or component</u> completion date is likely to be determined under regulation 4(1)(c) (the above provisions for termination of the contract) after a contract <u>or component</u> completion date has already been reported in earlier <del>contract</del> reports. Paragraphs 3.7080 – 3.7181 identify how the contractor should deal with reporting a new <del>contract</del> completion date.

Contract and component completion dates in different contracting arrangements

3.593.76 The contract completion date is determined on a contract-by-contract basis, and not by reference to other contracts which may be linked or subject to it. For example, a QDC may contain a date which is described as the contract completion date. This would be the contract completion date of the QDC in accordance with regulation 4(1)(a). A-QSC, which is let under thata QDC, may have a contract completion date which is determined under regulation 4(1)(b)- that is different to that determined for the QDC. In that situation the contract completion date of the QDC. Similarly, a framework agreement may have a contract completion date determined by regulation 4(1)(a) and provide for separate, call-off contracts to be awarded under the framework. The contract completion date of the framework agreement without changing the contract completion date of the framework agreement without changing the contract completion date of the framework agreement.

Changes to the contract or component completion date

3.603.77 The contract completion date may change in the following circumstances:

- The contract completion date is described in the contract and the parties amend the contract to change the described date.
- The contractor's prediction of when it will complete all obligations entitling it to final payment under the contract <u>or component</u> changes due to some change in circumstances.
- The contract <u>or component</u> is terminated in advance of the expected <del>contract</del> completion date.

3.613.78 The contract completion date is used to establish the due dates of the CCR, <u>CCS</u> and <u>CCS. ItComp CR. The contract completion date</u> is also the date following which no further ICRs or QCRs are required. Table 4 summarises the effect of the <u>contract</u>-completion date on other reporting requirements.

Regulation	Report	Requirement
26(1)	QCR	QCRs must be provided in respect of contracts with a value of £50m or more for each calendar quarter until the contract completion date.
27(2)(a)(ii) and 27(3)(a)(ii)	ICR	Where the parties agree the dates on which ICRs are to be submitted, those dates must fall before the contract completion date.
<u>27A(1)</u>	Comp CR	A contractor is required to provide a Comp CR within 12 months after the component completion date.
28(1)	CCR	A contractor is required to provide a CCR within six months after the contract completion date.
29(1)	CCS	A contractor is required to provide a CCS within twelve months after the contract completion date.
30(1) and 30(3)	On-demand reports	The Secretary of State may require by written direction a contractor to provide a CCS for specified periods, each such period ending on a date before the contract completion date. The Secretary of State may require by written direction a contractor to provide a CPS, CRP, ICR and CCS, each such direction being made before the contract completion date.

#### Table 4 - Reporting dates established or qualified by the contract completion date

3.623.79 If the contract-completion date changes, the contractor must report the correct contract-completion date in subsequent contract reports. There will not always be a subsequent QCR or ICR in which such a change can be reported. In part, this will depend on the timing of the change in the contract completion date. It is also relevant that contracts valued below £50 million do not require QCRs and that ICRs may be infrequent, subject to any agreement reached by the parties as to when ICRs will be required.

3.633.80 DefCARS will calculate the due dates of reports based on the contract completion date that the contractor has reported in the Contract Reporting Plan (CRP). A changed contract completion date in a QCR or ICR will not update the CRP. If the contract completion date reported in the CRP is no longer accurate, the contractor should consider updating the CRP, otherwise the contractor may receive compliance queries and system prompts for submission of the reports in Table 4. The MOD may direct the submission of an on-demand CRP, to ensure the updated contractor may agree to provide an on-demand CRP without written direction (Regulation 24(2)(c)). Contractors can submit an on-demand CRP in DefCARS and Section 9 of this guidance deals with the submission of on-demand reports.

Reporting price elements for periods before a contract became a QDC or QSC

1.8 The price of a QDC or QSC must be determined in accordance with the pricing formula ((CPR x AC) + AC). This applies to the whole contract price, even if part of the price relates to a period before the contract became a QDC or QSC. The SSRO reports non-compliant prices of QDCs and QSCs in accordance with its compliance methodology.

- 1.9 In some cases, however, the pricing of the whole contract in accordance with the formula may not take place, resulting in a price that is non-compliant with the legislation. This has been observed to occur in the following circumstances:
  - A contract becomes a QDC following an amendment and the agreement of the parties, under sections 14(2) and 14(4) or (5) of the Act.
  - A contract becomes a QDC following an amendment that at common law rescinds the previous contract and the contract meets the requirements for being a QDC under sections 14(2) and (3) of the Act.
  - A sub-contract becomes a QSC when an amendment would at common law rescind the previous contract and the proposed new sub-contract is assessed as being a QSC under regulation 61 and written notification is given to the MOD and the sub-contractor.
- 1.10 A contractor may find reporting difficult in such circumstances, as DefCARS has been established to receive reports of contract prices that are in accordance with the legislation. The following guidance assists contractors to report elements of a contract price that relate to a period before the contract became a QDC or QSC and have not been re-priced in accordance with the pricing formula. In such cases the contractor should report in a way that:
  - The whole of the contract price is reported.
  - Annual profiles are provided of all costs and profit where this information is available.
  - A single contract profit rate is reported and is supported by any calculations used to arrive at that contract profit rate.
  - Sunk and committed elements of the contract price should be separately identifiable, with the contractor describing in a Contract Pricing Statement the facts, assumptions and calculations relevant to each element of the Allowable Costs.
  - There is consistency in the approach to reporting any sunk and committed elements from one contract report to another to allow meaningful comparison.
- 1.11 The terms sunk and committed costs are used in this guidance. They have the same meaning as is used in the **SSRO's Allowable Costs guidance**. The SSRO assumes that in most cases, there will be profit associated with these costs.

#### **Contract price**

- 1.12 The contractor is required to report the contract price in the Contract Pricing Statement, Quarterly Contract Report, Interim Contract Report and Contract Completion Report. The contract price is reported in the following data fields in the initial reports (CIR) in DefCARS:
  - Contract page: Total Contract Price
  - Profit page: Total Contract Price
  - Summary Analysis of Price: Total Contract Price

1.13 When the contractor reports the contract price (as a total and by pricing method) this should include any sunk and committed costs and any associated profit.

#### **Allowable Costs**

- 1.14 The contractor is required to break down the Allowable Costs (excluding risk contingency) by the defined pricing structure (DPS) or their own reporting structure depending on the submission being completed. This is required in four reports<sup>8</sup>. The contractor is asked to confirm using the Yes/No button whether there are sunk and committed costs to report. If Yes is selected, the contractor should do the following:
  - Include any sunk or committed costs in the 'not profiled' column where these can be allocated to individual DPS lines in the 'DPS Input Values' page.
  - If the contractor does not have historic cost information split by the DPS, these costs should be reported at the total level (Level 1) rather than by individual DPS line using the 'not profiled' column in the 'DPS Input Values' page. An annual profile of these total costs by DPS should be provided in an attached spreadsheet.
  - Any sunk and committed costs which relate to risk contingency will need to be added to the 'not profiled' column of the 'Risk Contingency Element of the Allowable Costs' row in the 'Summary Analysis of Price' page in the CIR.
- 1.15 The contractor should provide a breakdown of any costs included in the 'not profiled' column, identifying any sunk and committed costs where these costs have been reported as a single figure. The contractor should provide the breakdown in a spreadsheet, which can be uploaded into the system on the 'Summary Analysis of Price' page.
- 1.16 The 'Cost Breakdown' page within the initial reports allows contractors the option to add additional cost categories. The contractor can add categories for sunk and committed costs to this breakdown. This cost breakdown is only provided in the initial reports or an on-demand Contract Pricing Statement.
- 1.17 In update reports, the contractor must report the quantum of Allowable Costs as at the latest time of agreement and the latest expected outturn. Any sunk and committed Allowable Costs which were in the initial reports and reported in the 'not profiled' column will be auto-populated in the 'Summary Analysis of Price' page. If the breakdown of the 'not profiled' costs has been uploaded in an earlier submission, the contractor is not required to resubmit this breakdown unless the costs have changed following a contract amendment. Any changes to these costs will need to be reflected in the 'Actual and Forecast Price Summary' unless there has been a pricing amendment which would be reflected in the 'Summary Analysis of Price'. Any variances related to a change in the sunk and committed costs which need to be explained should be reported in the 'Variances, events and circumstances' page.

#### **Profit**

<sup>&</sup>lt;sup>8</sup> Contract Notification Report, Quarterly Contract Report, Interim Contract Report and Contract Completion Report.

- 1.18 A QDC or QSC is required to have a single contract profit rate, including where the contract became a QDC by amendment, or became a QDC or QSC following an amendment and rescission of the previous contract. DefCARS facilitates the reporting of a single contract profit rate based on the six-step profit rate calculation.
- 1.19 The contractor should report the six-step calculation and the contract profit rate on the 'Profit' page of DefCARS (which only appears in the Contract Pricing Statement). Where the contract profit rate is not the same as the calculation of the six steps, DefCARS will flag a validation warning and the contractor will be asked to provide an explanation. In such circumstances, the contractor should attach a calculation of the contract price, clearly showing how the contract profit rate has been calculated.
- 1.20 In the 'Summary Analysis of Price' page, any profit associated with sunk or committed costs should be added together and reported as a total in the 'not profiled' column. The contractor, if they consider it possible, should provide an annual breakdown of this total figure, split by sunk or committed in an attached spreadsheet to show how the total figure is made up. The contractor can provide any further explanation of the total figure or the annual profile using the comments functionality.
- 1.21 In the update reports, a six-step profit calculation is not required. The contractor must report the quantum of profit in the original estimate and the latest outturn. Any profit which was in the initial reports will be auto-populated in the 'Summary Analysis of Price' page and any changes will need to be reflected in the 'Actual and Forecast Price Summary'.

#### Other aspects of contract reporting

1.22 Contractors should consider whether they can report information on cost recovery rates, milestones, deliverables, metrics, payments and sub-contracts which were relevant for the period from when the contract was entered into until it was amended to be a QDC. This reporting would be via separate attachment in the case of cost recovery rates. All other information can be added within the data structures set out in DefCARS.

## 4 Contract Initiation Report (CIR)

- 4.1 This section of the guidance covers the data entry required to generate and submit the initial reports described in Exhibit 1. Guidance is provided below on a page by page basis, with each heading referring to a page in DefCARS. In the guidance we indicate, based on the pricing approach adopted for the contract or component, which individual DefCARS pages within reports or parts of pages need to be completed. Paragraphs 3.3 3.14 provide details on pricing approaches that lead to the creation of components within contracts. Contractors will need to understand whether there are components within their contract when it has been entered into, for which separate component level information will be required. Contractors should review Appendix 2 before reading this chapter to understand which parts of the initial reports are applicable to their contract or component. Later sections of this document, which provide guidance on other report types, may refer back to this section if the data entry required is the same or similar.
- 4.2 Contractors must submit a Contract Pricing Statement (CPS), Contract Reporting Plan (, CRP) and Contract Notification Report (CNR) within one month of their QDC or QSC being entered into. The contractor may need to provide information about individual components at the same time as submitting initial reports covering the overall contract. Where components exist when a contract is entered into, the contractor will need to notify the SSRO so that those components can be set up in DefCARS for reporting purposes. DefCARS provides for submission of a single Contract Initiation Report (CIR), which covers all the data required in the initial three statutory reports. In the case of new contracts which include components, component level information will need to be reported via a CIR for each component.
- 4.3 Where a contract has been novated from one contracting company to another, the contracting company who was delivering the contract should submit completion reports for the contract and the new contracting company who will deliver the contract in the future should submit initial reports for the contract.
- 4.4 Where the default pricing methods have been used to price goods, works or services as a component of the contract, Table 5 explains the component level information which needs to be separately identified.

Table 5 – Component level information where default pricing methods are used

<u>Report</u>	Component level information required
<u>CPS</u>	<ul> <li>Allowable Costs associated with component.</li> </ul>
	<ul> <li>Profit rate calculation associated with the component.</li> </ul>
	• Facts, assumptions and calculations associated with the component.
CRP	<ul> <li>Specified component level information which the contractor must</li> </ul>
	provide.
	<ul> <li>The due date of the information.</li> </ul>
	<ul> <li>How contract deliverables relate to components.</li> </ul>
	<ul> <li>How contract cost recovery bases relate to components.</li> </ul>
<u>CNR</u>	• Explanation of how the annual profile of costs and profit (including
	risk contingency and incentive) relates to each component.

4.5 Where an alternative pricing methods have been used to price goods, works or services as a component of the contract, Table 6 explains the specific CPS, CRP and CNR component level information which needs to be separately identified.

# Table 6 – Component level initial report information where alternative pricing methods are used

Method	CPS	CRP	CNR
<u>19A</u>	Explanation of the	Detail the price that the	Detail the list of the key
	application of the	contracting authority is	deliverables specified in
	commercial pricing	committed to paying for	the contract, with a brief
	method; how the	the contract and the	description of each; the
	commercial price was	value of the component;	estimated quantum of
	demonstrated to be	a list of every QCR, ICR,	those deliverables; an
	reasonable; and the facts, assumptions and	<u>CCR, CCS which will be</u> required; a description of	explanation of which of those deliverables relate
	calculations relevant to	any on-demand report	to which component; a
	the basis on which the	and what it has been	list of all payments
	market price was	agreed to provide; and a	exceeding £100,000 or
	determined, including	list of the output metrics	1% of the contract price
	any adjustment made.	that will be used to	including amount, date
		describe deliverables in	and currency; all delivery
		the report.	milestones, including
			dates, together with an
			explanation of how each milestone relates to any
			component of the
			contract.
19B	19B(3) Provide citation	19B(3) Detail the price	19B(3) as per default
<u></u>	for the relevant legal	that the contracting	CNR, less output metric
	provision and how that	authority is committed to	information for key
	provision affects the	paying for the contract	deliverables.
	price; and the facts,	and the value of the	
	assumptions and	component; a list of	<u>19B(4) as per default</u>
	calculations.	every QCR, ICR, CCR,	<u>CNR.</u>
	<u>19B(4) Provide citation</u> for the relevant legal	<u>CCS which will be</u> required; a description of	
	provision, how that	any on-demand report	
	provision affects the	and what it has been	
	price; the approach used	agreed to provide.	
	to secure the price as		
	close to compliance with	19B(4) as per default	
	the legislation;	<u>CRP.</u>	
	justification for using the		
	price determined in		
	accordance with law		
	method; how it was demonstrated to be		
	reasonable; the facts,		
	assumptions and		
	calculations relevant to		
	the pricing of the good		
	works or services		
	including any variation		
	was made.		

100	Description of any	Detail the price that the	A list of all payments
<u>19C</u>	Description of any	Detail the price that the	<u>A list of all payments</u>
	element that enables a	contracting authority is	exceeding £100,000 or
	variance in price; any	committed to paying for	<u>1% of the contract price</u>
	mechanism put in place	the contract and the	including amount, date
	to prevent excessive	value of the component;	and currency.
	profit or loss and the	a list of every QCR, ICR,	
	facts, assumptions and	CCR, CCS which will be	
	calculations.	required; a description of	
		any on-demand report	
		and what it has been	
		agreed to provide.	
19D	Same information as	Same information as	N/A.
	required for CPS pre-	required for CRP pre-	
	novation.	novation.	
19E	Description of facts,	Detail the price that the	As per default CNR
102	assumptions and	contracting authority is	submission, except
	calculations relevant to	committed to paying for	competed rate
	each element of the	the contract and the	
			information reported
	allowable costs	value of the component;	instead of cost recovery
	(including those relevant	a list of every QCR, ICR,	bases and the total
	to any risk or	CCR, CCS which will be	amount of non-recurring
	contingency); any	required; a description of	allowable costs (split by
	provided by the	any on-demand report	the DPS) need not be
	Secretary of State; and	and what it has been	reported.
	the volumes that are	agreed to provide; a list	
	applied to the competed	of the output metrics that	
	rates to arrive at the	will be used to describe	
	contract price.	deliverables in the	
		report; and a list of	
		competed rates used to	
		price the contract.	
19F	As per default CPS	As per default CRP	N/A
	submission.	submission.	
19G	Contract level only: Set	N/A	N/A
	out any total cost risk		
	adjustment or total		
	incentive adjustment in		
	relation to the contract		
	and each component;		
	explain how the total of		
	all cost risk adjustments		
	in relation to the contract		
	and each component		
	remain within the limit for		
	the cost risk adjustment		
	for the contract; and how		
	the total of all incentive		
	adjustments in relation to		
	the contract and each		
	component remain within		
	the limit for the incentive		
	adjustment and cost risk		
	adjustment for the		
	contract.		
L	1	1	

4.24.6 When a part of the CIR is downloaded, for example the CPS, all the elements of the CIR are downloaded but the relevant parts will be shown in white cells and all other elements will be greyed out. The report does not need to be submitted before whole reports can be downloaded. The reports will display the data entered at the point of the download. Before completing the CIR<sub>1</sub> contractors should familiarise themselves with regulations 22 – 25. Table 1 of Appendix 3 details which elements of the CRP, CPS and CNR make up each of the individual CIR pages.

## **Report Home**

4.34.7 The Report Home page includes any comments or supporting information which are part of the report and any issues raised against it after submission by the contractor and review by the SSRO or the MOD. Further information on this is included at paragraphs 2.266 – 2.347 in the reporting guidance on DefCARS functionality. The page also includes a 'delete report' button via which the contractor has the option to delete a draft report before it is submitted, should they wish to start again.

#### Supplier

- 4.4<u>4.8</u> Company details will be pre-populated based on the data provided by the contractor's Administration User when the SSRO sets up the new contract on DefCARS. Anyone completing a report can amend these pre-populated company details and care should be taken to ensure that a submitted report contains the correct information. If any company information is corrected, the person submitting the report should also inform their Administration User so that the information can be updated in the system administration and inform other reports submitted by the company. This page need not be completed for any component level information submissions.
- 4.5<u>4.9</u> Table 57 sets out the details that are required if the contractor is a registered company.

# Table 57 – Supplier Details

Data required	Guidance
Company Name	The full registered name of the legal entity (contracting company) as submitted to a registrar of companies, such as Companies House or an overseas equivalent.
Company Number	The registered number of the legal entity (this can consist of numbers and letters), where relevant. For UK registered companies this will be the number allocated by Companies House.
	Company registration for overseas contractors
	It is expected that a company awarded a QDC or QSC will have a unique identifying number, which the Regulations refer to as the company's registered number. The registered number can consist of numbers and letters. For UK-registered companies, this will be the number allocated by Companies House. Companies registered in the following jurisdictions should consider using the indicated numbers:
	<b>United States:</b> the Employer Identification Number (EIN), also known as the Federal Tax Identification Number, provided by the Internal Revenue Service (IRS), which is a 9-digit number.
	<b>Canada:</b> the corporation number assigned by Corporations Canada, which is usually a 7-digit number, or the provincial corporation number provided when a company registers under the Business Corporations Act.
	EU: the company number shown on the European e-Justice Portal.
	Australia: the Australian Company Number (ACN) which is a nine-digit number assigned when the company is registered.
	Countries not included in the jurisdictions above should refer to their own regulatory authorities for the equivalent registered number.
Trading As Name	Include the Trading Name if it is different from the Company Name. If the Trading Name is the same as the Company Name this should be confirmed by re-entering the name in this field.
Address Details	The full registered address details of the legal entity.

Data required	Guidance	
Is the company a Small or Medium Sized Enterprise (SME)? (Select Yes or No)	The contractor should select yes or no to indicate whether the registered company meets the definition of an SME. The Regulations state that an SME has a meaning given in Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium sized enterprises (employ fewer than 250 people and annual turnover of $\leq 650$ million and/or annual balance sheet total of $\leq 43$ million). Users should refer to the full definition provided in Commission Recommendation 2003/361/EC.	
Last Day of Most Recent Completed Financial Period	The last day of the most recent accounting period for which financial statements have been or are to be prepared. For example, where a financial period is 12 months to 31 December or six months to 31 March, the relevant date to enter would be 31 December and 31 March respectively. This date is not auto-populated by DefCARS.	
Immediate Parent Company	The registered name and company number of any immediate parent company of the contractor and the address of its registered office. A parent company has the meaning given by Section 1162 of the Companies Act 2006. This needs to only cover immediate parent companies and not the whole parent chain. More than one immediate parent company may be input to cover different ownership scenarios (e.g. joint ventures).	
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.		

# Report submission administration

4.64.10 The contractor must enter the following administration data (see Table 68), providing key contact details and confirmation relating toof the timing of due date for the report and its submission date. This page is required for component level information where it is different to that reported for the contract.

#### Table 68 – Report submission administration data input

Data required	Guidance
Date this report is due	The Regulations require the report to contain the date that the report is due. This should be considered in conjunction with the data provided on the Contract page (see Table $79$ ) and the Reporting Plan page (see Table $810$ ).

Data required	Guidance
	For initial reports the date that the report is due is one month from the date a new contract was entered into or one month from the date an existing contract was amended and became a QDC-or-QSC. In the initial report submission, the contractor will need to select the report due date from a 'calendar selector'. Where the reporting plan is up to date, for future report submissions the report due date will be available via a drop down selection matching to the submissions expected from the reporting plan. Further guidanceGuidance on the date a contract is entered into is provided on page 10at paragraphs 3.22-3.29 of this document.
	Where component level information is provided as part of a <u>new contract</u> , the component level information is separately identified though a component level CIR and the date that the report is due is one month from the date the contract was entered into.
	If an existing contract is amended so as to create a new component under the contract or if the contract or a component of the contract is repriced in accordance with regulation 19F, a revised CPS and CRP is required for the contract alongside a separate CPS and CRP for each component, all of which have a different due date depending on the value of the amendment:
	(i) where the amendment has a value of £10m or more, the due date is one month from the amendment; or (ii) where the amendment has a value of less than £10m, the due date will be the same date as the next report is provided in relation to the contract under regulation 26 (quarterly contract report), regulation 27 (interim contract report) or regulation 28 (contract completion report).
	Appendix 1 summarises the deadlines for submission of each of the contract and supplier reports and provides assistance on how these should be calculated.
Date this report was submitted to the MOD & SSRO	This field will not be visible when the report is being completed by the contractor, but will be populated by DefCARS when the report has been submitted and visible when the report is viewed after submission.

Data required	Guidance
Supplier Staff – Report Submitted by	The name, position and contact details of the person who submits the report. These fields will not be visible when the report is being completed by the contractor, but will be populated by DefCARS based on the user's DefCARS account details when the report has been submitted and will be visible when the submitted report is viewed after submission.
Supplier Staff – Contact for Compliance/Penalty Notice Issues	The name, position and contact details of the person who should be contacted if there are any compliance and penalty notices given in relation to the contract to which the report relates (Regulation 22(2)(a)(ii)).
MOD Staff – Individual responsible for managing the contract	Each QDC will be managed by a Ministry of Defence delivery team. The name, position and contact details of a member of the delivery team must be provided. <b>This field does not apply for QSCs.</b>
Supplier Staff – CEO Contact details	The name, position and contact details of the Chief Executive of the contracting company. <u>This information is not required</u> <u>under Regulation 22 and can be left blank if the contractor does</u> <u>not wish to provide this information.</u>
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.	

# Contract

4.74.11 The contractor must enter some basic data about the contract as explained in Table 79. When reporting information about a component, this only needs to be provided when it is a different to that identified for the contract.

# Table 79 – Contract data input

Data required	Guidance
Contract or component Title	The contract title provided should be consistent with the title on the actual contract. <u>The component title</u> should be specific to the component.
Contract or component Description	A brief description of the goods, works or services that are to be provided under the contract <u>or</u> <u>component</u> , such that a person with reasonable familiarity of the defence sector could understand what is being delivered.
Contractor's Unique Reference Number for Contract <u>or component</u>	The unique identifying number the contractor has allocated to the contract <u>or component</u> should be entered.
MOD's Unique Reference Number for Contract or component	The unique identifying number allocated to the contract or component by the Secretary of State. This field does not apply for QSCs.

Data required	Guidance
Contract <u>or component</u> type	<ul> <li>The contractor is asked to categorise their QDC as either one of the following:</li> <li>QDC</li> <li>QDC by amendment</li> <li>QSC</li> </ul>
	Where the contract type in a contract level report is QDC or QDC by amendment the contractor should only select QDC when reporting component level information. Where the contract type is QSC in a contract level report the contractor should select QSC when reporting component level information.
	QDC and QSC should be used to reflect new contracts (including where the new contract results from amendment and rescission of a previous contract). QDC by amendment should be used to indicate contracts which were not QDCs, but have become so following an amendment and the agreement of the parties under sections 14(2) and 14(4) or (5) of the Act.
	The categorisation here will impact on the field labelled 'Date contract became a QDC/QSC'. This will either be the 'date contract entered into' if the contract-type selected is a QDC or QSC, or the 'latest pricing amendment date' if a QDC by amendment is selected.
Date Contract or component Entered Into	<ul> <li>Dates in DefCARS can either be typed in using the format indicated or by using the calendar functionality. The contractor should provide: <ul> <li>the date a new contract <u>or component</u> was entered into; or</li> <li>if an existing contract was amended and became a QDC, the date that the contract was originally entered into.</li> </ul> </li> </ul>
	If a new contract <u>or component</u> has been created following an amendment and rescission of a previous contract, the date of entry into the contract will be the date the amending instrument was entered into.
	Further guidance <u>Guidance</u> on the date a contract is entered into is provided on page 10 <u>at paragraph 3.22-</u> <u>3.29 of this document</u> .

Data required	Guidance
Contract or component Completion Date	Enter the contract completion date or, if that date is not known, the expected contract or component completion date. Contractors should refer to Regulation 4 which sets out the meaning of 'contract completion date'. Further guidanceGuidance on the contract completion date is provided at paragraphparagraphs 3.51 on page 2064-3.76 of this document.
Latest Pricing Amendment – Date	The Regulations require that every report contains the date of the most recent pricing amendment which affects the price payable under the contract. In the initial reports, a pricing amendment would not generally be expected. If the contract became a QDC by reason of an amendment, then please provide the date that the contract was amended. If the contract did not become a QDC or QSC by reason of an amendment and there has been no other pricing amendment, this field and the next two fields should be left blank in the initial reports. This field does not apply if reporting information about a component and should be left blank.
Latest Pricing Amendment – Contractor Reference ID	Enter the identifying number you have allocated to the pricing amendment. If the contractor has not allocated an identifying number to the amendment, then the contractor should enter 'not applicable' or 'N/A'. This field does not apply if reporting information about a component and should be left blank.
Latest Pricing Amendment – MOD Reference ID	Enter the identifying number the MOD has allocated to the pricing amendment. If the MOD has not allocated an identifying number to the amendment then the contractor should enter 'not applicable' or 'N/A'. This field does not apply if reporting information about a component and should be left blank.
Date contract <u>or component</u> became a QDC/QSC	This will be auto-populated based on the information provided in the Contract <u>or component</u> Type, Date Contract <u>or component</u> Entered Into and Latest Pricing Amendment Date fields (see above).

Data required	Guidance
	The contractor is required to provide annual profiles o
	costs and profit in the contract reports- as well as,
	when applicable, when reporting information about a
	component. DefCARS will generate the appropriate
	span of years for the annual profiles based on the
	date in this field (i.e. the date the contract became a
	QDC or QSC or the date the component was entered
	into) and the contract or component completion date,
	which is also provided on this page. The profile years
	are based on government financial years. The first
	year of each annual profile will be the financial year in
	which the contract became a QDC or $QSC_{-}$ or when
	the component was entered into. The last year of
	each annual profile will be the financial year in which
	the contract completion date falls. or component is expected to be completed. For example, if the
	contract was entered into on 5 May 2020 and the
	expected contract completion date is 30 June 2023,
	DefCARS will present annual profile years from
	2020/21 to 2023/24.
	The date in this field also drives the automated dates
	in the reporting plan. This date can only be amended
	in corrections to the initial S1 submission of the CIR.
Total Contract Price	The total contract or component price should be
	entered to three decimal places. The term contract
	price is defined in Regulation 2(1). It is either:
	•4A. The contractor will need to determine the price
	resulting from application of the pricing formula in
	regulation 10 ((Allowable Costs x Contract Profit
	Rate) + Allowable Costs); or
	<ul> <li>if there have been one or more pricing amendments</li> </ul>
	then the total contract price will be the most recent
	amended price, i.e. the price last determined by
	applying regulation 14 and the Schedule to the
	Regulations.
	When identifying the <u>or component which they are</u> reporting upon. Any options in a contract price of a
	framework agreement, contractors or component
	should refer to paragraphs 3.29 to 3.31.
	The pricing formula does not provide for the addition
	of Value Added Tax (VAT). Output VAT should not be
	added to a price determined by application of the
	formula.be included in the price until they have been

Data required	Guidance
Total Price Committed to Pay	-The price the contracting authority is committed to paying is the price that the contracting authority is contractually bound to pay at the initial reporting date. This amount may be the same as the <u>total</u> contract price <u>reported above</u> . When identifying the price committed to pay of a framework agreement, contractors should refer to <u>paragraphsparagraph</u> 3.29 to 3.3140. The amount that the contracting authority is contractually bound to pay will depend on the terms of the contract and how the pricing mechanism operates. However, there may be some contracts in respect of which some or all of the contract price only becomes committed upon some action or election by the contracting authority. An example of where the contract <u>or component</u> price and total price committed to pay may differ is where the contracting parties have committed to a limitation of liability cap, but the estimated contract price for a cost-plus contract at the initial reporting date is higher than that commitment. The contractor may consider taking legal advice to understand what the contracting authority is committed to pay. If the amount the contracting authority is committed to pay is indeterminate in amount, the contractor should discuss with the MOD the appropriate amount to report and it may be appropriate in such circumstances to report the same amount as the contract price.
Total Contract or Component Value (£m)	Where it is known, the contractor must report the contract or component value which has been determined under Regulation 5.
Business unit (Y/N)	Contractors are asked to indicate by selecting Yes or No, whether there are any business units in relation to which a cost recovery rate has been used to determine the contract price. Where Yes is selected the relevant business units should be listed. Business units can be added by clicking on the blue cross icon, can be edited using the green icon and can be deleted using the red icon.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

# **Reporting Plan**

4.8<u>4.12</u> Contractors are required to provide the following information in the CRP for the contract:

- A list of every quarterly contract report, interim contract report, contract completion report and contract costs statement which will be required for the contract, which includes those reports which can be requested on-demand by written direction where applicable, and the dates on which those reports will be due (regulation 24(2)(b)); and
- A description of any on-demand pricing statement, contract reporting plan, interim contract report and contract costs statement that the contractor has agreed to provide, which should include the date on which the contractor has agreed to provide the report (regulation 24(2)(c)).
- 4.13 The contractor will also need to determine what component level information is required and when it needs to be separately identified based on the value and type of components. This is undertaken through a component specific reporting plan. Component information will be reported in its totality in contract reports, but component specific information throughout the life of a contract needs to be separately identified and this may not be at the same frequency of contract level information.
- 4.14 For example, where a contract has a value greater than £50 million, a contractor might have agreed with the MOD a due date for an ICR which is one year from the time of agreement of the contract and then every year thereafter. This report will include information on all the components in the contract. However, the contractor may have agreed that information is separately identified for a specific component at a frequency of every two years. The contractor would therefore submit a component level ICR, including the information for that component only, every second year alongside the contract level ICR which reports annually.
- 4.15 Contractors are asked to use the Reporting Plan functionality in a CIR (where the component is formed upon the contract being entered into) or OD CRP (where the component is formed following an amendment) to report the due dates for component specific information. This will ensure DefCARS holds all the relevant due dates for the information the contractor is required to provide at contract level, and also when there is a need to separately identify information at component level.
- 4.94.16 The contractor is not required to list in the on-demand CRP, a CRP or CPS for which a written direction is received from the MOD. However, it will be beneficial for contractors to do this as it will keep DefCARS up to date as a record of all reports which are due to be submitted and so the contractor may wish is encouraged to include those in the CRP.
- 4.104.17 A written direction to submit on-demand reports is likely to be received after the initial reports, including the CRP, are submitted. For the same reason, upon receipt of any new written direction for an on-demand report, contractors may wishare encouraged to submit an on-demand CRP because this is the only way of keeping the initial CRP up to date.
- 4.11<u>4.18</u> Due dates for contract or component level information entered on the Reporting Plan page will be reflected in the reporting calendar on the contractor's home page of DefCARS. Further details about how the reporting calendar operates are included in the guidance on DefCARS functionality. Section 9 of this guidance provides assistance on how to submit on-demand CRPs. Appendix 1 identifies the relationship between reporting dates for on-demand reports and due dates.

- 4.12<u>4.19</u> This page draws on the information entered on the Contract page (the contract entered into date and the contract completion date) to generate the reporting and submission dates for the fixed mandated requirements (CPS, CRP, CNR, CCR, CCS).
- 4.134.20 The reporting plan page is designed to allow the contractor to confirm whether they are submitting on-demand reports by written direction or by agreement. The contractor will need to provide the following information about on-demand reports:
  - A description of each on-demand report that it is to provide, including the date on which it will be due and whether the report is being submitted under written direction by the Secretary of State or by agreement. For example, the contractor may have agreed to submit an on-demand CPS and CRP 30 days after a date on which it is expected the contract will be amended.
  - For any contract costs statement that is required for a specified period, details of the start and end date of the specified period.

4.14<u>4.21</u> DefCARS will ask a series of questions to assist the contractor to provide the required <u>QCR and ICR</u> information. These questions are listed in Table 8.10.

Data required	Guidance
Contract entered into and Contract completion date	These dates will be auto-populated from previously entered data on the Contract page. Where contractors are providing the dates for when component level information is due, these dates will be the dates the component was entered into and is expected to complete.
Are you required to submit quarterly contract reports?	The contractor should indicate using the Yes/No selection buttons whether QCRs are required. Please note that if QCRs are required, where you are also required to submit an ICR, it will be the higher value report. If these reports are required (where the contract value was assessed at £50 million or greater),guidance is provided in Table 2 of Chapter 3 to help contractors determine if and when QCRs are required) DefCARS will auto-populate the due dates and the submission dates for QCRs. Where contractors are providing dates for when component level information will become due for components less than £50m, contractors should edit the QCR dates to the required agreed frequency.

# Table 8<u>10</u> – Reporting plan data input

Data required	Guidance
Are there agreed ICR reporting dates within the contract?	The contractor should confirm (by selecting Yes or No) whether they have agreed ICR reporting dates with the contracting authority- for the contract or component (guidance is provided in Table 2 of Chapter 3 to help contractors determine if and when ICRs are required). If there is agreement, contractors should enter the <u>agreed</u> due dates <u>agreed</u> in the ICR report section of the Reporting Plan. If there is no agreement, DefCARS will auto- populate the relevant due dates and submission dates based on the default dates prescribed in the Regulations. Table 27 in the ICR section of this guidance explains how ICR due dates are calculated.
Required reports for every QDC/QSC	There are five reports that are required for every QDC and QSC (the CRP, CNR, CPS, CCR and CCS). This table auto-populates the dates for the initial reporting date for the CRP, CNR and CPS and the contract completion date for the CCR and the CCS and shows the dates when these reports must be submitted. The automatic calculation of the CCR and CCS dates are editable. This is to allow contractors to ensure the dates for when component level information is due is accurately reflected.
Quarterly Contract Reports (QCR)QCR	Where QCRs are a requirement the dates when these reports are due and must be submitted are auto-populated. <u>The auto-populated dates are editable to allow contractors to report QCR submission dates for specific circumstances where the submission of component level information is not required to be made quarterly.</u>
Interim Contract Reports (ICR)ICR	If the contractor confirmed that there are agreed ICR dates then they should identify the report due dates. If the contractor has not agreed these dates then the due dates will be auto-populated by DefCARS. Extra rows can be added by clicking on the blue cross. The auto-populated dates are editable to allow contractors to report ICR submission dates for circumstances where the submission of component level information is not being made in line with contract level ICR due dates.
Only complete the section below if On-Demand reports are required	
<ul> <li>On-Demand Contract Reports:</li> <li>Contract Reporting Plan (CRP)</li> <li>Contract Pricing Statement (CPS)</li> <li>Interim Contract Report (ICR)</li> </ul>	DefCARS assists contractors to list on-demand reports that they have agreed to provide or been directed to provide by the Secretary of State, and to identify the date by which each report will or must be provided. Contractors should select from the drop-down list provided the on-demand report (Contract Reporting Plan, Contract Pricing Statement, Interim Contract Report or Contract Costs StatementCRP, CPS, ICR, CCS) that they have agreed or are required to submit. Once the contractor has selected a report, DefCARS will ask the following questions:

Data required	Guidance
<u>Contract Costs Statement</u> (CCS)CRP	<ul> <li>Where CCS has been selected, is the report required for a specified period? (Yes/No)</li> </ul>
• CPS • ICR	<ul> <li>Where Yes, the start and end date of the specified period are required.</li> </ul>
• <u>CCS</u>	<ul> <li>Are you submitting this report under written direction from the Secretary of State or by agreement?</li> </ul>
	<ul> <li>Where by agreement, the contractor is asked to provide the date by which the report will be submitted.</li> </ul>
	<ul> <li>Where by written direction, the contractor is asked if there is a due date for submission of the report (Y/N).</li> </ul>
	• Where the report is being submitted under written direction, the date the written direction was received?
	This process should be repeated for each on-demand report that the contractor has agreed to submit or is required to submit.
Comments	If the contractor believes the auto-populated reporting plan to be incorrect, then comments should be added to this page using the functionality at the top right of the page. The contractor should also provide the dates that it believes apply instead.
Dates Confirmed	The contractor should tick this box to confirm that they have reviewed the reporting dates and they are correct. If applicable, it would be helpful to provide a supporting comment to explain why the box has purposely been left unticked.
The contractor may provide any o	other information relevant to the data on this page using the

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

# Profit

4.154.22 Regulation 23(2)(e3)(c) states that in a contract pricing statement the contractor must describe:

- (i) the contractor's facts, assumptions and calculations relevant to each element of the Allowable Costs (including those relevant to any risk or contingency include in the Allowable Costs); and
- (ii) any facts or assumptions provided by the Secretary of State and used by the contractor in the calculations.

There is a later section of this guidance which deals with reporting of assumptions. but contractors should consider all facts, assumptions and calculations which relate to Allowable Costs. On the profit page contractors are asked to report total Allowable Costs and breakdowns of these costs on later pages. 4.23 ThisNot all QDCs and QSCs will be priced using the default pricing methods. The profit page captures pricing information where the alternative pricing methods have been used. Regulation 23 sets out the requirements for information which a Contract Pricing Statement must contain if the contract has been priced using the default or the alternative pricing methods. Where the alternative pricing methods have been used less information about the price of the contract needs to be provided but, where particular alternative pricing methods have been used, the contractor must explain the circumstances that support the use of that alternative pricing method. This explanation is provided as part of the assumptions page.

4.164.24 Where the default pricing methods have been used, this page collects highlevel information on Allowable Costs and detailed information on the step contract profit rate calculation that generates the contract price. As contracts priced prior to 1 April 2024 would have used the six-step contract profit rate calculation that generate the contract price. the SSRO has removed the number from each step as this will allow contractors to continue to report both situations where necessary. Fields should be completed based on the information in Table 911 and 1012.

Data required	Guidance
Statutory Guidance on Allowable Costs in force at the time of agreement	Select from the drop-down list, the version of the SSRO's statutory guidance on Allowable Costs that the contractor has had regard to. This also applies when the contract includes components in circumstances where the costs and profits are determined and identified separately for the purpose of pricing the contract. If more than one set of guidance applies across the contract then the most recent guidance used should be selected and an explanation provided. The contractor should provide any relevant comments/explanation, particularly where there has been any deviation from the statutory guidance on Allowable Costs.
Statutory Guidance on the Contract Profit Rate in force at the time of agreement.	Select from the drop-down list, the version of the SSRO's statutory guidance on the Contract Profit Rate that the contractor has had regard to. This also applies when the contract includes components in circumstances where the costs and profits are determined and identified separately for the purpose of pricing the contract. If more than one set of guidance applies across the contract then the most recent guidance used should be selected and an explanation provided. The contractor should provide any relevant comments/explanation, particularly where there has been any deviation from the statutory guidance on the Contract Profit Rate.

# Table 911 – Profit data input

Data required	Guidance
Total Allowable Costs (including	Confirm the total Allowable Costs (including any risk
any Risk Contingency Element)	contingency element) in the contract in £ millions to three
	decimal places. The contractor should ensure this total includes
	any sunk or committed costs where these need to be reported,
	particularly for contracts which were amended to be a QDC but
	also for QDCs and QSCs. Further guidance on this aspect of
	reporting is included in chapter 3. for a contract where the costs
	and profits are determined and identified separately for the
	purpose of pricing the contract, as well as for the component
	when providing component level information. Where a contract
	or component has been priced entirely using alternative pricing
	methods where costs and profits are not determined and
	identified separately for the purpose of pricing the contract, this
	field should be left blank. The contractor should provide
	supporting comments and explanation here to help the SSRO
	and the MOD understand the quantum of Allowable Costs.
	Later data entry pages will ask the contractor to provide further
	breakdowns of the Allowable Costs.
	The contractor may provide supporting comments and explanation here to help the SSRO and the MOD understand the quantum of Allowable Costs, but noting later <u>that the CIR</u> pages -ask the contractor to provide further details relating to Allowable Costs.
Total Risk Contingency included	
in Allowable Costs	ConfirmFor a contract or component (when providing
	component level information) where the costs and profits are
	determined and identified separately for the purpose of pricing
	the contract confirm the element of total Allowable Costs which
	is risk contingency in £ millions and to three decimal places. If
	no risk contingency has been priced into Allowable Costs, zero
	should be entered to confirm this. Section H of the SSRO's
	guidance on Allowable Costs deals with costs affected by risk
	and uncertainty and defines risk contingency. Where a contract
	or component has been priced entirely using alternative pricing
	methods where costs and profits are not determined and
	identified separately for the purpose of pricing the contract, this
	field should be left blank.
The contractor may provide any comments functionality or by atta	other information relevant to the data on this page using the

comments functionality or by attaching supporting files.

4.17<u>4.25</u> The following data entry relates to the calculation of the contract profit ratefor a contract where the costs and profits are determined and identified separately for the purpose of pricing the contract. Regulation 23(2)(d) sets out3)(b) provides that the contractor must "describe the calculation that was made under Regulation 11 to determine the contract profit rate, including all <u>adjustmentsfactors</u> that were made under steps 1 to 6<u>4</u>". Contractors should supplement the data fields below with further information (via the expandable Comments, Issues and Supporting Information pop-up window) about how each profit rate adjustment was determined, including calculations and explanation, to meet the reporting requirement.

Data required	Guidance
Step 4 – Baseline Profit Rate (BPR) %	Select from the drop-down list the <u>applicable</u> baseline profit rate <u>which for a contract or component where the costs and profits</u> <u>are determined and identified separately for the purpose of</u> <u>pricing the contract, and where one rate</u> applies to the <u>whole</u> contract. This should be the rate determined by the Secretary of State and published in the London Gazette for the financial year in which the time of agreement falls. For a QDC thisThis means:
	<ul> <li>the date of entry into contract or component, if the contract is a QDC by virtue of section 14(3) of the Act;</li> <li>the date of the amendment that resulted in the contract becoming a QDC, if it is a QDC by virtue of section 14(4) or (5) of the Act; or</li> <li>the date the price was re-determined, if there has been an amendment that affects the price.</li> </ul>
	If there has been an amendment that affects the price, contractors should refer to guidance in Chapter 9 on submission of an on-demand Contract Pricing Statement when the whole or part of the contract price has been re-determined.
	For a QSC, the time of agreement will be the date of entry into the sub-contract.
	There is an option to select 'Other' and specify a different rate to two decimal places (e.g. it might be necessary where a for the contract has come into the regime on amendment). If this option is used a validation warning will appear. The contractor should explain why it has applied a baseline profit rate other than one determined bylevel report and leave the Secretaryfield blank where: • there are multiple BPRs because of Statea number of components with a distinct BPR;

#### Table 1012 - Calculation of the contract profit rate data input

Data required	Guidance
	<ul> <li>for any contract priced entirely with alternatively priced component(s) where costs are indistinguishable from profits; or</li> <li>where a combination of default and provide calculations to demonstrate how the alternative rate haspricing methods have been arrived atused</li> </ul>
Step 2 – Cost Risk Adjustment (CRA)_%	<ul> <li>State any Cost Risk AdjustmentCRA that has been agreed with the MOD or the prime contractor contracting authority in the case of a QSC, to two decimal places. This applies for a contract or component where: <ul> <li>the costs and profits are determined and identified separately for the purpose of pricing the contract; and</li> <li>one CRA rate applies.</li> </ul> </li> <li>This must be within a range of plus or minus 25 per cent of the baseline profit rate-at Step 1.</li> <li>The requirement to provide a description of how the adjustment was calculated applies to any cost risk adjustment, including zero cost risk adjustments.</li> </ul>
	<ul> <li>The field should be left blank for the contract level report where:</li> <li>there are multiple CRAs because of a number of components with a distinct CRA;</li> <li>for any contract priced entirely with alternatively priced component(s) where costs are indistinguishable from profits; or</li> <li>where a combination of default and alternative pricing methods have been used.</li> </ul>
Step 3 – Profit on Cost Once (POCO) adjustment %	State any deduction (this should never be an increase) from the amount resulting after Step 2, to two decimal places. The adjustment should be determined in accordance with Regulation 12, so as to ensure that profit arises only once in relation to those Allowable Costs under the contract that relate to the price payable under any group sub-contracts (including any further group sub-contracts). The SSRO provides a methodology (see <b>SSRO Guidance</b> on the Baseline Profit Rate and its Adjustment) for contractors to use to calculate any deduction required. Leave blank for contract entered into after 1 April 2024 or where a contract has a component entered into after 1 April 2024.

Data required	Guidance
Step-4 – Single Source Regulations Office funding adjustment %	State the SSRO funding adjustment to deduct from the amount resulting from Step 3. This should be the rate approved by the Secretary of State in force at the time of entering into the contract. The funding adjustment should be entered as a negative figure.Leave blank for contract entered into after 1 April 2024 or where a contract has a component entered into after 1 April 2024.
Step 5 – Agreed Incentive Adjustment (IA) %	State any incentive adjustment <u>IA</u> agreed with the Secretary of State (QDCs) or contracting authority (QSCs), to two decimal places. This adjustment can be between zero for a contract or component where:
	<ul> <li>the costs and two percentage points. profits are determined and identified separately for the purpose of pricing the contract; and</li> <li>where one IA rate applies</li> </ul>
	Contractors should- include an explanation of the financial incentive and how it would apply in the supporting description. <u>The field should be left blank for the contract level report where:</u>
	<ul> <li>there are multiple IAs because of a number of components with a distinct IA;</li> <li>for any contract priced entirely with alternatively priced component(s) where costs are indistinguishable from profits; or</li> <li>where a combination of default and alternative pricing</li> </ul>
Step 6 – Capital Servicing Adjustment <u>(CSA)</u> %	methods have been used.         State the Capital Servicing Adjustment (CSA) agreed with the Secretary of State (QDCs) or contracting authority (QSCs) to add to or deduct from Step 5the calculation of the previous steps, to two decimal places- for a contract or component where:
	<ul> <li>the costs and profits are determined and identified separately for the purpose of pricing the contract; and</li> <li>where one CSA rate applies</li> </ul>
	The SSRO provides an approach to calculating the CSA in its statutory guidance on the Contract Profit Rate. A CSA Calculator is provided in DefCARS to mirror the approach (see below for further details).

Data required	Guidance
	Alternatively contractors can manually enter a % amount for the CSA. If the contractor had used the CSA Calculator, any manual overwrite which does not match the calculated figure will generate a validation warning, and the contractor should consider providing supporting information to explain. If the contractor has chosen not to use the calculator (e.g. it might be necessary where a contract has come into the regime on amendment), the <u>numerical</u> value entered should be supported by equivalent information on how it was calculated.
	<ul> <li>The field should be left blank for the contract level report where:</li> <li>there are multiple CSAs because of a number of components with a distinct CSA;</li> <li>for any contract priced entirely with alternatively priced component(s) where costs are indistinguishable from profits; or</li> <li>where a combination of default and alternative pricing methods have been used.</li> </ul>
Sum of the <del>six</del> profit rate steps %	DefCARS will automatically calculate and display the output of the six-step process and this field will not be editable by the contractor. The calculation will also be displayed in the next data field and will be editable by the contractor. Where the contract uses alternative pricing methods where costs and profits are not determined and identified separately for the purpose of pricing the contract, this sum will be zero.
Contract Profit Rate (CPR) %	The contractor is required by regulation 23(23)(a) to provide the contract profit rate used to determine the contract price for a contract or component where the costs and profits are determined and identified separately for the purpose of pricing the contract. This will be the agreed contract profit rate and will usually be stated in the contract. The contractor should enter the contract profit in this field as a percentage. The contract profit rate should be the output of the six step process described on this page, as required by regulations 10 and 11. DefCARS will automatically calculate and display the output of the six-step process, which will assist the contract or check that the six steps and the reported contract profit rate have been correctly reported. If there is a difference, contractors are asked to provide an explanation in the comment field next to the Contract Profit Rate % field. A validation warning will flag where there is a difference between the 'Sum of the six-profit rate steps %' field and the 'Contract Profit Rate %' where the contractor has not provided an explanation for the difference.
	At contract level, contractors should overwrite the CPR % for the total % in relation to all components using pricing methods where there are multiple distinct CPRs across components. Contractors should attach a calculation for the overwritten overall CPR % to explain how this was arrived at.

Data required	Guidance
Contract Profit – expressed as an amount	The profit element of the contract price will be presented in $\pounds$ million. The amount is <u>auto-</u> calculated by multiplying the calculated Contract Profit Rate percentage and the Total Allowable Costs (including risk contingency element).
TotalSub-total Contract Price, including_derived from_the maximum amount that can be earned via Incentive Adjustmentdefault pricing method	The total-contract price derived from any contract or component priced entirely with default pricing methods where costs and profits are determined and identified separately for the purpose of pricing the contract will be presented in £ million. It is <u>auto-</u> calculated by summing the Total Allowable Costs (including risk contingency allowance) and <del>Contract Profit <u>CPR</u> % and is</del> expressed as a £ million amount. The contractor should check these <u>numerical</u> values to ensure that they are correct. There is a validation rule to check this figure agrees to the contract price entered on the Contract <del>page.</del> The contractor should input the total price in £ million for any
	contract or component priced entirely with alternative pricing method(s) where costs and profits are not determined and identified separately for the purpose of pricing the contract. Contractors should leave blank if all components use the default pricing method.
<u>19G Aggregation of</u> <u>Components</u>	The contractor should input the total amount in £ million for the total CRA and IA contract level adjustment (excluding any amount taken account of using the default pricing methods) and attach a calculation for how this has been arrived at. This field should be left blank where: <ul> <li>this alternative pricing method has not been used for a contract; or</li> <li>the contract has been priced entirely with alternatively priced component(s) where costs and profits are not determined and identified separately for the purpose of pricing the contract</li> </ul>
<u>Total Contract or Component</u> <u>Price</u>	The total contract or component price will be auto calculated by DefCARS by adding the numerical values in the Sub-total Contract Price derived from the default pricing methods field, the Alternative Price field and the 19G Aggregation of Components field. This total should reconcile to the contract price entered on the Contract page.

# **Capital Servicing Adjustment Calculation**

4.184.26 The Capital Servicing Adjustment (CSA) calculation is provided by data fields in DefCARS (see Table 1413) and aims to make it easier for contractors to demonstrate that they have had regard to the calculation set out in statutory guidance. This applies where all or part of the contract price has been priced in a way where costs and profits are determined and identified separately.

- 4.194.27 The CSA calculation requires input of three pieces of data that are expected to be held by the prime contractor and their group sub-contractors and not the MOD the fixed capital, working capital and cost of production. The calculation also requires contractors to select relevant fixed capital and working capital rates. These are determined and published by the Secretary of State. The current rates, and those for prior years, can be found on the **profit rate pageprofit rate page** of the SSRO website.
- 4.204.28 Contractors should refer to the SSRO's <u>Guidance on the Baseline Profit Rate</u> and its Adjustment which includes further guidance, including definitions and considerations, on the elements of CSA calculation.

# Table 1113 - Capital servicing adjustment data input

Data required	Guidance
Reporting period to which these costs relate	Input field. This is the financial reporting period (annual) which the figures entered below relate to. The drop-down menu provides a list of historic government financial years as well as an 'Other' option. The contractor should use the 'Other' option if its accounting period is not aligned with the government's financial year. If the contractor uses the 'Other' option it should use the supporting comments functionality to provide the financial reporting period to which the costs relate.
A - Fixed Capital	Input field. Figures should be entered in $\pounds$ million to three decimal places.
B - Working Capital	Input field. Figures should be entered in $\pounds$ million to three decimal places.
C - Total Capital Employed	Calculated by DefCARS (the total of A + B).
Do the above figures relate to a single business unit?	Drop down list (Yes or No). The contractor is asked to confirm (Yes or No) whether the figures relate to a single business unit. If not, the contractor should list the business units which the figures relate to.
D – Cost of Production	Input field. Figures should be entered in $\pounds$ million to three decimal places.
E – CP:CE ratio	Calculated by DefCARS (D divided by C).
F – Fixed Capital as a proportion of capital employed	Calculated by DefCARS (A divided by C).
G – Working Capital as a proportion of capital employed	Calculated by DefCARS (B divided by C).
H – Capital Servicing rate used (year)	Input field. The drop-down menu provides a list of government financial years from 2014/15 as well as an 'Other' option. The contractor must have regard to the capital servicing rates in force at the time of contract agreement. Any deviation from this and any use of the 'Other' option should be explained via supporting comments.
I - Fixed capital servicing rate	Auto-populated by DefCARS based on the contractor's selection at H. If 'Other' was selected, the contractor can manually enter a fixed
J - Positive working capital servicing rate	capital, positive working capital and negative working capital servicing rate. The contractor may provide supporting information relating to the rates used.
K - Negative working capital servicing rate	
L - Capital servicing rate	Calculated by DefCARS (F divided by I, plus G divided by J or K).

Data required	Guidance
M – Capital servicing adjustment	Calculated by DefCARS (L divided by E). Contractors should check that this gives the capital servicing adjustment for the contract.
Once these details are complete, select Submit.	

## Pricing method breakdown

- The contractor is required by regulation 22(2)(k) to provide the 4.214.29 regulated contract pricing method or methods used to determine the price payable under the contract and, if known, the amount of the price resulting from each method. There are six regulated default pricing methods that the parties to a QDC may decide to use use when pricing all or part of a QDC or QSC, as set out in Regulation 10(4) to 10(12). All regulated default pricing methods use an estimate and/or actual Allowable Cost base. The alternative pricing methods are set out in Regulation 19A – 19G and may agree to apply when pricing all or part of a QDC or QSC. DefCARS lists the six regulated pricing methods and the seven alternative pricing methods and provides fields in which the contractor should record the amount of the contract price from each pricing method that is used in the contract, if it is known. If a pricing method is used in the contract but the amount of the price associated with that pricing method is unknown, this should be explained using the comments functionality and the contractor should identify the pricing method by entering zero in the relevant field. When providing component level information on this page, the price reported will be for that one component only.
- 4.224.30 DefCARS includes a field in which the breakdown of the contract price reported on this page is totalled. The contractor should ensure that the total price reported on this page is the same as the price reported on the Contract page. DefCARS undertakes a validation flag to contractors where the price does not match the contract price reported earlier on the Contract Page. The contractor should input all figures on this page in £ millions to three decimal places. The contractor can provide any relevant comments about the pricing method(s) used on the contract.

# **Defined Pricing Structure (DPS Inputs)**

- 4.234.31 The contractor is required to specify in the CRP the Defined Pricing Structure (DPS) that will be used to split costs in the CNR, ICRs and the CCR. In some circumstances, where alternative pricing methods are used, the defined pricing structure is not required. Contractors should review Appendix 2 for the relevant pricing method to confirm if the breakdown is required or not when providing component level information. At the contract level, the breakdown should set out the total costs where the DPS is applicable. This page enables the contractor to describe the DPS that will be used. The following paragraphs provide further guidance on the DPS.
- 4.24<u>4.32</u> The SSRO has developed DPS principles which contractors should have regard to when preparing this aspect of reporting which is included in the CIR, ICR and CCR. The primary purpose of these principles is to have consistent application of the DPS and high quality data that informs future single source procurement.

#### Principles

4.254.33 The purpose of the DPS is to support benchmarking and parametric estimating. The DPS establishes a single, centrally available, comprehensive data set to determine relationships between costs and outputs, and record the estimated and outturn costs, for every QDC and QSC. This will enable future analysis such as benchmarking, while assisting effective contract monitoring without being burdensome. The DPS is a product and service-orientated hierarchy.

4.264.34 The SSRO has published <u>16 different DPS templates</u> on its website. These are:

- surface ships;
- submarines;
- drones (unmanned aerial vehicles);
- rotary wing aircrafts;
- fixed wing aircrafts;
- track vehicles ("A" class vehicles);
- surface vehicles ("B" class vehicles);
- wheeled armoured vehicles (armoured vehicles which are not in "A" class);
- missile systems;
- specialist equipment;
- weapon systems;
- ancillary service contracts;
- radar and communications;
- ordnance;
- unmanned marine systems; and
- IT systems.

4.274.35 The glossary at Appendix 24 provides definitions for each of the above DPS equipment types. Contractors should consider the outputs being delivered and/or the services being provided within the contract and select a DPS which most closely matches these. The contractor should discuss and agree which of the 16 DPS templates is to be used for DPS reporting with the MOD in advance of entering into the contract and before the contractor starts to prepare the initial reports. Paragraph 4.324039 provides more guidance on what to consider. Where a non-standard (not one of the 16) structure is agreed with the MOD, the contractor should contact the SSRO helpdesk or call 0203 771 4785 to discuss how this can be reported.

4.284.36 The DPS should be articulated in no more than four levels:

1. Level 1 is the entire system and/or programme (e.g. submarine, IT system or rotary wing aircraft).

- 2. Level 2 are the major elements subordinate to the Level 1 system / programme (e.g. system test and evaluation, main hardware/software or training).
- 3. Level 3 are elements subordinate to Level 2 (e.g. development test and evaluation, hardware/software subsystem or test facilities).
- Level 4 elements follow the same process of breakdown for those subordinate to Level 3 (e.g. depth maintenance activities, software product engineering or supply chain management). Level 4 will cover all elements that are not included in Levels 1-3<sup>9</sup>.
- 4.294.37 The DPS has been constructed so that each level of decomposition contains a breakdown of the cost at the parent level. Table 4214 illustrates how costs can be broken down within a DPS. Level 1 of the DPS must total 100 per cent of the contract price excluding risk contingency and profit. The breakdown of each subsequent level must total the level before.

Level 1	Level 2	Level 3	Level 4
Contract Price £220m Risk Contingency Element and Profit = £20m Level 1 = £200m	£100m	£35m	£10m
			£5m
			£20m
		£10m	£1m
		LIOIII	£9m
			£5m
		£55m	£40m
			£10m
	£20m	£5m	£5m
		£15m	£0.5m
			£14.5m
	£10m	£2m	£2m
		£8m	£8m
	£70m	600m	£4m
		£20m	£16m
			£18m
		£50m	£3m
			£29m

 Table 1214 – Defined pricing structure cost breakdown example

<sup>&</sup>lt;sup>9</sup> If the MOD desire additional granularity beyond level 4, this may only be applied with the agreement of the relevant contractor.

- 4.304.38 The templates should be followed and completed using the levels and lines applicable to the contract. Where a contractor considers a new line item is required to better suit the product or service, they should use the "Other" category at levels 2 4. Use of the "Other" category must not account for more than 5 per cent of the total cost, unless agreed with the MOD and contractor. The "Other" categories are new editable within DefCARS so contractors can use this feature to describe any additional outputs that are not reflected in the DPS structure which they would like to use (use of commas or other grammar symbols may result in validation errors). Descriptions should be clear and concise as for cost descriptors in other parts of the structure.
- 4.31<u>4.39</u> The "Other" category is to be used in the following circumstances:
  - when there is no appropriate description available within the DPS; or
  - where a small proportion of costs would be difficult to apportion to categories listed in the DPS.
- 4.32<u>4.40</u> Where a contractor is reporting against a DPS structure, they should report against the relevant DPS headings and agree the approach being taken with the MOD. The contractor should consider the following things when discussing the DPS with the MOD:
  - whether the number of lines selected in the DPS is proportionate for the quantum of Allowable Costs being reported;
  - whether the contractor needs to inform the MOD about difficulties they may have in the availability of the financial information they need to meet this reporting requirement;
  - the specification or requirement under the contract and the extent to which the DPS lines apply (e.g. a whole platform may require more lines to be completed than a component);
  - the DPS structure should include costs which are related to sub-contracts; and
  - all reasonable efforts should be made to include cost data accurately or at least to the nearest £10,000. Contractors should report at this level of accuracy unless the MOD agrees that a lower level of precision is required.
- 4.334.41 If a QDC or QSC provides support for equipment, the contractor should:
  - Select the DPS for the equipment type to which the support relates.
  - Report the support costs against the output to which they are most closely related.

4.34<u>4.42</u> The Specialist Equipment DPS should only be used if the contract is to provide support to an equipment type which is not covered in one of the other 15 templates.

- 4.354.43 At each DPS level, DefCARS will aggregate data provided at lower levels, so that at the top level (level one), the DPS will show the total allowable costs (excluding risk contingency). The DPS structure should include outputs that will be provided by sub-contractors.
- 4.364.44 The SSRO recognises that the contractor may have to apportion and estimate their costs against individual DPS cost categories. The method of apportionment should be consistent in all contract reports that require a DPS. The contractor should be prepared to provide information which helps the MOD to understand its approach to apportionment and estimation.
- 4.374.45 The contractor may also wish to provide information to explain how it has mapped costs reported under another structure (e.g. Work Breakdown Structure) to the DPS. This can be attached as a separate document to the DPS breakdown and explained using the comments functionality in DefCARS.
- 4.384.46 If an amendment to the contract is made, which subsequently alters the DPS, any amendments to the DPS will be required to be agreed with the MOD. Any changes will be required to be highlighted in subsequent reports that require costs to be split by the DPS (i.e. ICRs and the CCR); earlier submitted reports will not need to be amended and re-submitted.

# How to input the DPS in DefCARS

- 4.394.47 The contractor should first select the most appropriate and agreed DPS from the list of 16 in the drop-down list. Once selected, DefCARS will update the page to display the relevant DPS lines for that structure.
- 4.404.48 The contractor should then select each DPS line which they are going to allocate costs to by ticking the data input option after each relevant description. Detailed descriptions for each line are provided to help with selection against which estimated and, in the future, actual costs will need to be reported.
- 4.41<u>4.49</u> If the contractor has selected the 'Specialist Equipment' DPS, it should provide a descriptor for Level 1, which identifies the equipment against which costs are being reported. The user can provide the description by ticking the Level 1 row. A text box will then open automatically and the user can add a description before submitting the text via the green 'Submit' button. The user must add the Level 1 descriptor before selecting the other DPS input rows, as ticking the Level 1 row will remove ticks against any Level 2-4 rows. If the agreed DPS uses rows at Levels 2-4, the contractor will also need to provide a descriptor for each row used at each Level. This can be done by using the same process as is used to provide a descriptor for the Level 1 row, i.e. tick the row, add the description in the text box and press the green 'Submit' button. If users want to subsequently edit the line description then they should press the blue 'Edit' button.
- 4.42<u>4.50</u> When the 'Other' selection is ticked, the text box opens automatically. The contractor should enter descriptive text in the text box that explains the costs included on that line, then submit this by pressing the green 'Submit' button. Further explanation of the type of costs included in these rows can be added via the comments functionality.
- 4.43<u>4.51</u> Where a user wants to provide an explanation about a DPS line that is not editable then the same approach of using the Comments, Issues and Supporting Information window should be adopted.

4.44<u>4.52</u> Once all the DPS lines which the costs will be reported against have been selected, the user needs to Save and Validate the page before moving on to allocate costs to the structure on the next page.

# **DPS Input Values**

4.454.53 The f the contractor is required has used pricing methods under which costs are distinguishable from profit to price the contract and they are required to report DPS breakdowns in the CNR, the following is required:

• an annual profile of any estimated costs (split by the DPS) at the initial reporting date; and

• the total amount of those Allowable Costs (split by the DPS) that are non-recurring.

This page enables contractors to provide the annual profile and the total amount of any non-recurring costs.

4.464.54 The DPS lines selected on the DPS Inputs page will be displayed on the DPS Input Values page. DefCARS will display cells that require cost inputs in white. Grey cells will calculate based on data entered in the white cells. All columns will have the cost status 'Priced Estimate' auto-populated as all contracts at the initial stage of reporting should include estimated costs.

4.47<u>4.55</u> Costs should be provided in £ million to three decimal places. The costs should exclude risk contingency included in total Allowable Costs, as risk contingency is entered on the Summary Analysis of Price page. DefCARS provides the facility for an annual profile of costs to be provided. If, for example, there are sunk costs the contractor may provide an annual profile of these in a separate spreadsheet and include the total of these type of costs in the not profiled column provided in DefCARS along with any supporting comments. The contractor should reflect any of the total amount which is non-recurring expenditure in the final column.

4.484.56 Contractors can copy and paste data into the DPS fields in batches to speed up data entry, using the green icon. The window that appears when the green icon is used provides instructions about how much data can be pasted in at a time. Data can only be pasted in where input rows are located together. For instance, cost data can be pasted in for levels 1.5.2-1.5.4, but 1.6.2-1.6.4 would have to be pasted in separately. Alternatively, contractors can enter data directly into the individual fields.

4.49<u>4.57</u> The system will indicate if the costs entered in this breakdown exceed the total Allowable Costs (including risk contingency) entered earlier.

# **Summary Analysis of Price**

4.504.58 In some circumstances, where alternative pricing methods are used, the summary analysis of price is not required. Contractors should review Appendix 2 for the relevant pricing method to confirm if the summary analysis of price is required or not when providing component level information. At the contract level, the breakdown should set out the total costs where the summary analysis of price is applicable. The contractor is required to report in the CNR the following:

• an annual profile (or, if the contractor is of the view that it is not possible to express these matters in an annual profile, the total amount) of:

- any risk contingency element in the Allowable Costs;

- planned amounts of profit, excluding any incentive adjustment; and
- the maximum amount of profit resulting from an incentive adjustment.
- 4.59 Where reporting component level information, the contractor needs to explain which parts of any risk contingency element relate to individual components. Where there is an incentive adjustment for the contract, the contractor needs to identify the maximum amount of profit in relation to each component resulting from the adjustment.
- 4.514.60 This page enables the contractor to provide this profile for risk contingency and profit. Any amounts that cannot be profiled, should be included in the 'not profiled' column. The guidance in Table 4315 assumes that an annual profile can be reported. As this is the beginning of the contract the cost status flags will all show as Priced Estimate.

# Table 1315 – Summary Analysis of Price data input

Data required	Guidance
Total Allowable Costs from DPS	The Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered against the DPS. This will be shown in £ millions to three decimal places.
Risk / Contingency Element within the Allowable Costs	The contractor should provide the annual profile of risk contingency included in the Allowable Costs. The total risk contingency and the percentage of total cost will be calculated by DefCARS. The total figure should match the risk contingency figure shown on the Profit page. The profile can be entered by selecting the green icon (see Exhibit 2) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Subtotal Cost	Calculated by DefCARS. Contractors should check that the subtotals for each year and row are correct and the row totals reflect the total Allowable Costs.
Profit (excluding incentive adjustment)	The contractor should provide the annual profile of profit (excluding the amount due to any- <u>Step 5</u> incentive adjustment) within the contract price. The total and the percentage of total profit excluding any incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon (see Exhibit 2) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment) Maximum Profit arising from Incentive Adjustment	Calculated by DefCARS. The contractor should provide the annual profile of maximum profit that could arise due to any <u>Step 5</u> incentive adjustment within the contract price. The total and the percentage of total profit that may arise from <u>Step 5the incentive adjustment</u> will be calculated by DefCARS.

Data required	Guidance
	The profile can be entered by selecting the green icon (see Exhibit 2) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places. Contractors should check that this <u>numerical</u> value plus profit (excluding incentive adjustment) sums to the overall contract profit entered on the Profit Page.
Total Contract Price (including incentive adjustment)       Calculated by DefCARS. Contractors should check that this line agrees to the total contract price and corresponds to contract price entered on the Contract page.	
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.	

## Exhibit 2 – Completing the Summary Analysis of Price

DefCARS									
CIR / Summary Analysis					Update Price Summary Value ×				
Report Home Suppler O Report Submission Admin Contract O	Cet help with this pape O Summary Analysis of Price				Kay Risk / Contingency Allowance Value for 16/17				
Reporting Plan	Description	16/17	\$294	18/19	Value for 17/18		Not profiled	Total	
Profit O Pricing Method Ensekdown O		Priced Est V	Priced Est. V	Priced 8		eEst 💙			
Ops Inputs O	Subtotal planned cost of components				Value for 1819				
Cips Input Values O Summary Analysis Of Price O Cost Recovery Rates O	Rult / Contingency Allowance				Value for 13/20				% of total cost
Cost Breakdown	Subtotal Cest				Value for 2021				
Assumptions O Assumptions Inflation	Profit (excluding incentive adjustment)								% of total cost
Assumptions Exchange Rates O Sub Contracts O Payments O	Total Contract Price (excluding incentive adjustment)				Value for Not Profiled				
Kay Deliverables O Missiones O	Additional Profit arising from Incentive Adjustment if met								% of total cost
Reminder Of Obligations O Submission O	Total Contract Price (including incentive adjustment)								
Valdale report	Connectery on the above section here								
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## Cost recovery rates

4.524.61 This page enables contractors to list and profile the cost recovery bases used, or expected to be used in determining the contract price. When listing the cost recovery bases the contractor must identify how the bases relate to individual components. Contractors are asked to provide a detailed breakdown of cost recovery rates, to support the reporting requirement to provide the contractor's facts, assumptions and calculations relevant to each element of Allowable Costs.

4.62 In some circumstances, where alternative pricing methods are used, the cost recovery bases are not required. Contractors should review Appendix 2 for the relevant pricing method to confirm if the cost recovery bases are required or not when providing component level information. At the contract level, the breakdown should set out the total cost recovery bases where these are applicable. Cost recovery bases means competed rates where the regulation 19E competed rates applied to uncompeted volumes (CRUV) alternative pricing method is used.

4.534.63 The rates could apply to direct or indirect cost recovery, depending upon the contractor's management systems and methodology relevant to determining the Allowable Costs under the contract. Contractors should consider the twothree important definitions in the Regulations (Regulationregulation 2) that are, as set out below, when determining what data should be included.

• **Cost recovery base** - the unit of measure to which a cost recovery rate is applied in order to calculate a cost under a contract.

- **Cost recovery rate** a rate calculated for a business unit that is used to determine a cost payable under a contract, being a rate per unit of a cost recovery base that is multiplied by the quantum of that cost recovery base to determine the cost.
- **Competed rate** the competed rate or price in accordance with the terms of the relevant framework agreement.
- 4.54<u>4.64</u> Even though data on cost recovery rates is now collected via standard fields, contractors should supplement the data entry fields below with further supporting information about the composition of rates to meet the obligations under Regulation 23(2)(ec) if required.

4.554.65 Regardless of the contractor's method of providing supporting information (i.e. within the CIR or via a supplier report), the fields in the page should be completed (Table 14)16) where applicable to confirm the applicable cost recovery rates in the requested format. Users need to click on the blue cross icon to add individual recovery rates.

Data required	Guidance	
Pricing Business Unit Name	The name of the business unit which the cost recovery rate is associated with. Business units listed here should be consistent with the list of business units provided on the Contract page.	
Name of cost recovery rate	A name should be attached to the cost recovery rate which explains the type of activity the rate is associated with. The named rate is that which will be applied to the recovery base whose data is also being reported in this table. For example, engineering labour, maintenance overhead.	
Recovery Base Units	The unit of measure to which the cost recovery rate will be applied. For example, hours, square feet.	
Type of cost recovery rate	The rate can be described as Labour, Labour and Overhead, Overhead or Other. <u>'Other' should be used where competed</u> <u>rates are being reported under the CRUV alternative pricing</u> <u>method.</u> If 'Other' is used, please attach a supporting comment to define the cost recovery rate. Note that costs for 'Other' cost recovery rate type on the Cost Recovery rates page do not flow through to the Cost Breakdown page.	
Rate Type	The rate type (GBP or Percent) should be selected from the drop-down menu.	
For each year of the contract the following data should be entered.		
Volume	The quantum of activity by which the cost recovery rate will be multiplied by (i.e. an annual profile of the cost recovery bases as required by the Regulations).	

 Table 1416
 Cost recovery rates data input

Guidance
Add the cost recovery rate in GBP or Percent (as per the rate type selected). For those recovery bases that have Percent selected as the rate type, recovery volumes should be in a cash amount. Please note that GBP values entered here are in £s whereas elsewhere in the report <u>numerical</u> values are likely to be in units of £ million.
The amount in GBP of the cost recovery rate which is related to overheads. For example, if the cost recovery rate is GBP10 per hour, the overhead proportion could be GBP3 of that GBP10.
DefCARS presents the contractor with a choice between "final" and "provisional". If the MOD has agreed the rate, then the contractor should select final. Otherwise, provisional should be selected
ocated to individual years
There may be some rate related costs which cannot be profiled to any individual year. Explanatory comments should be provided to explain why rates and bases have not been profiled.
alculate totals for data entered on this page. Contractors ors in the data entered and the calculated totals may assist
The total volume of the recovery base (e.g. hours) in each year and not profiled which is applied to each cost recovery rate will be shown in this column.
The total cost for each recovery rate is calculated by multiplying the recovery base volumes by the recovery rate in each year and any that are not profiled annually. At the bottom of the page the total cost from all cost recovery rates is shown. The total figure is also split by labour and overheads.

comments functionality or by attaching supporting files.

### Cost breakdown

- 4.564.66 Contractors are asked to provide a high-level breakdown of the total estimated Allowable Costs into categories, setting out the proportion of costs relating to labour, overheads, materials, sub-contracts and risk. Contractors will haveThis breakdown of Allowable Costs is only required where the contract has been priced in a way where costs and profits are determined and identified separately for the purpose of pricing the contract or component. Contractors will need to exercise judgement about whether costs are categorised as materials or sub-contracts, as provision of materials may be sub-contracted to another supplier. Contractors should check that the costs of sub-contracts reported on this page are consistent with the total price of the QDC/QSC which is attributable to sub-contracts provided on the sub-contracts page.
- 4.57<u>4.67</u> This summary table should be consistent with any cost model and other supporting documents which the contractor decides to include with their submission to demonstrate its facts, assumptions and calculations relating to Allowable Costs.
- 4.584.68 Some fields within the Cost Breakdown table are auto-populated from other areas of the report and others require data entry. Table 4517 provides further information on this. All costs should be entered in £ millions to three decimal places. Comments functionality is available to enable contractors to provide information about facts, assumptions and calculations relating to the relevant element of Allowable Costs.

### Table 1517 - Cost breakdown data input

Data required	Guidance
Labour (from rates)	DefCARS will auto-populate this field based on the data provided on the Cost Recovery Rates page in relation to 'Labour' rates and 'Labour and Overheads' rates. The figure shown will be the result of individual rates times volume by year and the individual rate type. The contractor may also wish to reconsider the inputs on the Cost Recovery page if the <u>numerical</u> value populated here is not as expected. The contractor may overwrite the <u>numerical</u> value shown if it is not reflective of labour costs recovered through a cost recovery rate and provide a supporting comment to explain why there is a difference.
Labour (other)	Input field for the contractor to reflect the element of Allowable Costs which relates to labour costs which are not recovered through a cost recovery rate (e.g. direct salaries charged to a contract).
Overhead (from rates)	DefCARS will auto-populate this field based on the data provided on the Cost Recovery Rates page in relation to 'Overheads' rates and 'Labour and Overheads' rates. The figure shown will be the result of individual rates times volume by year and the individual rate type. The contractor may also wish to reconsider the inputs on the Cost Recovery page if the <u>numerical</u> value populated here is not as expected. The contractor may overwrite the <u>numerical</u> value shown if it is not reflective of labour costs recovered through a cost recovery rate and provide a supporting comment to explain why there is a difference.

but field for the contractor to reflect the element of Allowable Costs ich relates to overheads costs which are not recovered through a st recovery rate (e.g. back office costs charged directly to a intract). but field for the contractor to reflect the element of Allowable Costs ich relates to the cost to the contractor of purchasing or utilising aterials. Material costs (primarily relate to the purchase or nsumption of tangible physical assets for use by the contractor. aterial costs include those purchased directly by the prime contractor by an agent (i.e.g. steel, components). the contracting out of rchase of materials to a third party on behalf of the prime contractor) consumption of materials inventory already controlled by the ntractor. but field for the contractor to reflect the element of Allowable Costs ich relates to costs which have been sub-contracted either the cost the contractor of the sub-contracts it has entered into with either other group company or another contractor. Some sub-contracts ay be for the supply of materials so the contractor will needSub- ntract costs primarily relate to decide whether this category contracts ay be for the supply of materials so the contractor will needSub- ntract costs primarily relate to decide whether this category contracts ay be for the suppliers who agree to perform some or the previous one all the ther suppliers who agree to perform some or the previous one all
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the obligations that the main contractor is most appropriateobliged to rform under a separate main contract, delivering tasks or services on half of the contractor who has placed the sub-contract.
FCARS will auto-populate this field using the 'Total Risk Contingency cluded in Allowable Costs' field on the Profit page. The field nonlycan only be edited on the Profit page, following which the ange will be reflected here.
e contractor may enter a <u>numerical</u> value to reflect any costs that main unreconciled. However, the contractor should provide a pporting comment to explain what these are and why they have not en able to reconcile total costs to the categories above and any ditional rows added by the contractor.
ontractors are encouraged to map costs against the provided tegories, however additional rows can be added by selecting the ue cross icon at the top of the table (and deleted using the red icon xt to the additional row). Hers will need to give a clear name to each new cost line added as a supporting comment to set out why the new line is required.
Iculated by DefCARS based on the figures entered above.

### Assumptions

- 4.594.69 Contractors must describe: If the contract price for the contract or a component is determined in accordance with regulation 10 (default pricing of contracts) contractors must describe:
  - the contractor's facts, assumptions and calculations relevant to each element of the Allowable Costs (including those relevant to any risk contingency included in the Allowable Costs); and
  - any facts or assumptions provided by the Secretary of State and used by the contractor in those calculations.
- 4.604.70 Where an alternative pricing method has been used to price a contract, contractors should refer to Table 18 which explains what assumption information is required in a Contract Pricing Statement. All information materially relevant to the contract price for any QDC or QSC is required. The MOD and the SSRO will use the information to understand how the price has been calculated, to satisfy themselves that the law has been followed, and that due regard has been given to the statutory guidance.
- 4.614.71 The information required on assumptions, facts and calculations ideally should be provided using the fields in DefCARS. If this is not possible, supporting documentation (for example, in a cost model) can be provided. This may be the case where the recovery base data has not been provided or where the initial review of the submission by the SSRO raises some queries.

Alternative pricing method	Assumption information required
<u>19A</u>	<ul> <li>Explain the circumstances that allow the application of the commercial pricing method;</li> <li>Explain how the commercial price used was determined to be reasonable; and</li> <li>Describe the facts, assumptions and calculations relevant to the pricing of the goods, works or services including the basis on which each market price was determined and any adjustment made under regulation 19(A)(6)(b).</li> </ul>
<u>19B</u>	<ul> <li>State a citation for the relevant legal provision and explain how that provision affects the price;</li> <li>State which of Regulation 19(B)(3) or 19(B)(4) applies; and</li> </ul>

Table 18 – Assumption information relating to alternative pricing methods

Alternative pricing method	Assumption information required
	<ul> <li>Where Regulation 19(B)(4) applies, explain the approach used to secure that the price is as close as possible to the price which would have been agreed between the parties in compliance with the Act and the Regulations but for the application of the relevant law; the justification for using the price determined in accordance with law method; how it was demonstrated to be reasonable; the facts, assumptions and calculations relevant to the pricing of the item including any variation that was made.</li> </ul>
<u>19C</u>	Describe any element that enables a variance in price and any mechanism put in place to prevent excessive profit and loss.
<u>19D</u>	The same information which was required in respect of the contract before it was novated.
<u>19E</u>	The facts must set out the volumes that are applied to the competed rates to arrive at the contract price.
<u>19F</u>	The same information which was required in respect of the contract, except that the correction of the error is identified.
<u>19G</u>	<ul> <li>Explain how the total of all cost risk adjustments in relation to the contract and each component remains within the limit for the cost risk adjustment for the contract; and</li> <li>how the total of all incentive adjustments in relation to the contract and each component remain within the limit for the incentive adjustment and cost risk adjustment for the contract.</li> </ul>

- 4.624.72 Information provided can either relate to input assumptions or calculations and will apply to risk related or non-risk related Allowable Costs-<u>or to where</u> <u>alternative pricing methods have been used</u>. Ideally the assumptions should link through to the calculations which support them. Below are some examples of information which contractors could provide under the <u>foursix</u>-information categories:
  - Allowable Costs (excluding risk) input assumptions. Examples include: an MDAL (Master Data Assumptions Log), a jointly-owned or contractordeveloped cost/price model, detailed engineering cost models, make/buy plans;

- Allowable Costs (excluding risk) calculations. Examples include: a jointly-owned or contractor-developed cost / price model, detailed engineering cost models;
- **Risk and Contingency Allowance** input assumptions. Examples include: a risk register, supplemented where necessary with the numerical inputs to the **risk** modelling calculations; and
- **Risk and Contingency Allowance** calculations. Examples include: a jointly-owned or contractor-developed risk model.
- Alternative pricing input assumptions. Examples include: details of why a commercial price has been used and any adjustments that have been made to the commercial price.
- Alternative pricing calculations. Examples include: how the commercial price or price determined by another law has been calculated.

4.634.73 For each assumption, fact and calculation contractors should provide the information explained in Table <u>4619</u>. This information is about all assumptions except for inflation rate and exchange rate assumptions which are dealt with separately.

### Table 1619 Assumptions input

Data required	Guidance
Are there any Allowable Cost assumptions (including risk contingency) relating to this contract? (Yes/No)	The contractor is asked to confirm if there are assumptions relevant to the calculation of Allowable Costs, excluding inflation and exchange rate assumptions which are captured in specific pages within the report. When Yes is selected, the contractor should provide data in the fields below. Selecting No will conceal the data entry fields that are described in the rest of this table.
	priced contracts, the contractor should select 'yes' to ensure that the input and calculation assumption dropdowns become available for selection.
Information category	The contractor should select one of the foursix categories listed above. Depending on which is selected, some of the following fields will be greyed out where no data entry is required. For example, if an assumption category is selected then the fields asking for information on calculations will be greyed out.
Assumptions	
Description of assumption	A clear description of the assumption which would be understood by a reasonable person with familiarity with the defence sector.

Data required	Guidance	
Value if number	A <del>number<u>numerical</u> value in £ sterling.</del>	
Relevant Units	Any volume based assumptions should be quantified.	
Explanation of source and justification of use	A brief explanation of the source of the information or assumption and why the contractor considers them to be relevant.	
Calculations		
Purpose of calculation – output derived	An explanation of why the calculation is being used.	
Description of calculation (inputs required, assumptions relied upon)	A brief explanation of the calculation and how it is applied.	
Other relevant comments	Any other comments which the contractor considers to be relevant.	
Assumption provided by Secretary of State/Contracting Authority	The contractor should state if the assumption, fact or calculation has been provided by the MOD (for QSCs this will either be the contracting authority or the MOD).	
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.		

### **Assumptions Inflation**

- 4.644.74 The SSRO asks contractors to separately explain any inflation (cost or price inflation rather than inflation of volumes or hours) rate assumptions which have been applied in pricing their contracts. <u>Contractors will need to consider whether there are inflation assumptions to report depending on how the contract has been priced.</u>
- 4.654.75 Contractors can add an inflation assumption by selecting the blue cross. A window will appear for contractors to input data, as described in Table 4720, for each assumption. Contractors can add as many inflation assumption rows as is relevant for their contract price.

### Table 1720 - Inflation rate assumptions data input

Data required	Guidance
Are there inflation assumptions relating to the contract? (Yes/No)	The contractor is asked to confirm if there are inflation assumptions relevant to the calculation of Allowable Costs. When Yes is selected, the SSRO would expect to see data provided in the fields below.
	When reporting any relevant inflation assumptions about alternative price contracts, the contractor should select 'yes' to ensure that the input and calculation assumption dropdowns become available for selection.
Assumption	The contractor should describe the type of inflation assumption that it is adding, for example wage inflation.

Data required	Guidance
Assumption Description	The contractor should provide a clear description of the assumption including any index it may be linked to.
Pricing Method	The contractor should select from the drop-down menu the relevant regulated pricing method that applies to the price element subject to the inflation assumption. The contractor may select 'applies across more than one pricing method', for instance, where a general inflation rate has been applied to costs within different pricing methods, or where the assumption relates to an alternative pricing method. The contractor may wish toshould provide a comment to explain which pricing methods) the assumption relates to.
Does the contract include a VOP (Variation of Price) clause for this?	The contractor should confirm if the contract includes a VOP clause for this assumption. If there is a VOP clause the contractor should explain this clause (for example, what triggers the clause and any indices it might be linked to).
Type of cost assumption applies to	The contractor should identify the type of cost that the inflation rate assumption applies to, for example engineering labour cost.
Annual profile	The contractor should provide an annual profile of the assumed inflation rate (in percentage terms) and the Allowable Costs that are linked to the assumed rate (in $\pounds$ million to three decimal places). If it is not possible to profile the inflation rates and costs, the contractor may use the 'not profiled' fields to provide the overall inflation assumption. An explanatory comment regarding why it cannot be profiled should be provided.

### Assumptions Exchange Rates

- 4.664.76 The SSRO asks contractors to separately explain any exchange rate assumptions which have been applied within the agreed contract price. Contractors will need to consider whether there are exchange rate assumptions to report depending on how the contract has been priced. This page should not be used to capture exchange rate conversions to enable the contractor to report the price in sterling (see paragraph 3.8) which can be added using the comments functionality in the system. If exchange rates are not applicable contractors should confirm this.
- 4.674.77 Contractors can add an exchange rate assumption by selecting the blue cross. The exchange rate should always be reported showing the relationship to £1, for example £1: \$1.2. A window will appear for contractors to input data, as described in Table 1821, for each assumption. Contractors can add as many exchange rate assumption rows as is relevant for their contract prices.

## Table 1821 – Exchange rate assumptions data input

Data required	Guidance
Are there exchange rate assumptions relating to the contract? (Yes/No)	The contractor is asked to confirm if there are exchange rate assumptions relevant to the calculation of Allowable Costs. When Yes is selected, the SSRO would expect to see data provided in the fields below.
	When reporting any relevant inflation assumptions about alternatively priced contracts, the contractor should select 'yes' to ensure that the input and calculation assumption dropdowns become available for selection.
Assumption	The contractor should describe the type of the exchange rate assumption that it is adding, for example, exchange rate for material purchases.
Assumption Description	The contractor should provide a clear description of the assumption including the basis of the assumed exchange rates used within the agreed contract price.
Currency from	The contractor should select the source currency for any exchange rate assumption from the drop-down list. If Other is selected, please use the Assumption Description field to describe the source currency.
Currency to	The contractor should select the output currency for any exchange rate assumption from the drop-down list. If Other is selected, please use the Assumption Description field to describe the output currency.
Pricing Method	The contractor should select from the drop-down menu the relevant regulated pricing method that applies to the price element subject to the exchange rate assumption. The contractor may select 'applies across more than one pricing method', for instance, where an exchange rate has been applied to currencies within different pricing methods, or where the assumption relates to an alternative pricing method. The contractor may wish toshould provide a comment to explain which pricing methodsmethod(s) the assumption relates to.
Does the contract include a VOP (Variation of Price) clause for this?	The contractor should confirm if the contract includes a VOP clause for this assumption. If there is a VOP clause the contractor should explain this clause (for example, what triggers the clause and any indices it might be linked to).
Type of cost assumption applies to	The contractor should identify the type of cost that the exchange rate assumption applies to e.g. US materials cost.

to profile the exchange rates and costs, the contractor may use the 'not profiled' fields to provide the overall exchange rate assumption. An explanatory comment regarding why it cannot be profiled should be	Data required	Guidance
provided.	Annual profile	exchange rate (this should be the exchange rate which is the from Currency entered earlier, for example if from EUR to GBP, the EUR exchange rate) and the Allowable Costs that are linked to the assumed rate (in $\pounds$ million to three decimal places). If it is not possible to profile the exchange rates and costs, the contractor may use the

### Sub-contracts

- 4.78 Contractors must provide a description of actual or intended sub-contracts which the primary contractor has entered into, or intends to enter into, for the purpose of enabling it to perform its obligations under the QDC or QSC. This information is not required to be submitted at initial report stage where a contract or component has been determined entirely in accordance with regulation 19A (Commercial price) or regulation 19C (previously agreed price).
- 4.684.79 There may be <u>scenariossituations</u> where a contractor does not yet know there will be sub-contracts when they submit their initial set of reports. If full information is not known at this time, partial information can be provided and updated through later reports. A sub-contract may enable the performance of more than one contract and may enable both qualifying and non-qualifying contracts, in which case it should be reported in respect of each QDC or QSC that it enables.

4.694.80 The contractor is asked to positively confirm whether there are any actual or intended sub-contracts valued at not less than £1 million using the grey 'Yes'/'No' buttons. Then, Where either of the two alternative pricing methods referred to in paragraph 4.78 have been used the contractor should select 'No' and provide an explanation to confirm why 'No' has been selected. Where 'Yes' has been selected, the contractor must include the following information (Table 22) for each sub-contract which has or is expected to have a value of not less than £1 million, the contractor must include the following information (Table 19). Sub-contracts can be added by clicking on the blue + icon, can be edited using the green icon and can be deleted using the red icon. Copy and paste functionality is available to enter this data from Excel.

### Table 1922 – Sub-contract data input

Data required	Guidance
Sub-contractor	If the sub-contractor is a registered company, include the full registered name (made to a registrar of companies such as Companies House or an overseas equivalent). include the name of the sub-contractor if it is not a registered company.
Company Number	

Data required	Guidance
Registered Address	If the sub-contractor is a registered company, include the company registration number and the address of its registered office.
Associated (Group Co.)	The primary contractor should declare if the sub-contractor is associated with them by entering a 'Yes' in the data field.
SME?	The primary contractor must identify if the sub-contractor is a small or medium sized enterprise (Yes or No). The definition of an SME is provided in Table $57$ of this guidance.
Brief description of the goods, works or services that will be provided under the sub-contract	This should describe the scope of the contract and the key deliverables.
Date contract entered into/expected to be entered into	Enter the date the sub-contract was, or is expected to be, entered into and the contract completion date, or expected
Expected Contract Completion date	contract completion date.
Actual or estimated sub-contract price (£m)	Enter the actual (or estimated) price payable under the sub- contract in £ million, to three decimal places.
Assessed as QSC?	Confirm if the sub-contract has been assessed to determine whether it is a QSC, and if so, the outcome of that assessment (i.e. whether it is a QSC) using the following options: • Not Yet Assessed • 'YES' is a QSC • 'No' is not a QSC
	Where 'Yes' has been selected the SSRO would expect that the MOD and the sub-contractor have already been notified about the QSC. Additional information on notification requirements can be found in the <b>SSRO Support</b> area of the website.
Outcome of the negative assessment	Where the value of the sub-contract or proposed sub-contract is equal to or more than £15 million and the prime contractor has assessed that the sub-contract would not be a qualifying sub-contract, the prime contractor must report the outcome of the negative assessment. The contractor should report the outcome of the negative assessment using the free text field and provide the information in accordance with paragraph 3.3645.

Data required	Guidance
Competitive process?	The contractor should indicate whether the award of the contract is not, or would not be, the result of a competitive process.
Enables any non-qualifying contracts?	The contractor should indicate whether the contract enables the performance of contracts other than qualifying defence contract(s) or qualifying sub-contract(s).
Sub-contract entered into	Confirm if the sub-contract has been entered into as at the reporting date with a tick.
Total price of the QDC/QSC which is attributable to sub- contracts	The contractor should report the total price of the QDC/QSC which is attributable to sub-contracts. The total contract price will be auto-populated from the contract page in the report and the percentage of the total contract price attributed to sub-contracts will be calculated.
<b>T</b> I ( ) ( )	other information relevant to the data on this page using the

### Payments

4.704.81 Contractors must provide a list of all payments exceeding £100,000 or 1 per cent of the contract price (whichever is greater) expected to be made by the Secretary of State under the contract. Contractors should select 'No' where there are no payments which exceed this financial threshold or the Regulations do not require these payments to be reported. Where the contractor has used alternative pricing method 19C (previously agreed price) to price the contract or component, only payments expected in the future from the date the contract or component were entered into need to be reported. Contractors must also provide an annual profile of all payments expected to be made by the MOD by currency. These fields do not apply for QSCs, so any validation errors should be ignored when completing a CIR in DefCARS for a QSC.

4.71<u>4.82</u> The significant individual MOD payments (those exceeding £100,000 or 1 per cent of the contract price, whichever is greater) and annual profiles can be added using the green cross icon. The information required is described in Table 2023.

### Table 2023 – Payments data input

Data required	Guidance
	The contractor is asked to confirm if there are any significant payments by selecting Yes or No. A significant payment is one that exceeds £100,000 or 1 per cent of the contract price, whichever is greater. When Yes is selected, the contractor should provide data in the fields below. Selecting No will hide the 'significant individual payments' data entry fields that are described in the 'list of significant individual MOD payments' section of this Table-20.

Data required	Guidance
List of significant individual MOD payments	
Contracted Date	For each payment, select the date on which the payment is expected to fall due using the calendar.
Actual/Expected Date	For each payment, include the actual or expected payment date. In the CIR all payments should be expected rather than actual.
Currency	State the currency in which the contract specifies the Secretary of State is to make payments The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Amount	For each payment, include the expected amount of each payment, in millions of any currency to three decimal places. In future reports (for example, the Interim Contract Report) this might be the actual amount.
Annual Profile summarising all contracted payments	
Currency	State the currency in which the contract specifies the Secretary of State is to make payments. The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Annual profile	Provide an annual profile of all contracted payments (per each currency) that the contract requires the Secretary of State to make. Amounts should be stated in millions to three decimal points. At the end of each row DefCARS automatically provides a total field to assist contractors with checking the data provide. Where sterling is the only currency applicable to the contract then the total profile of expected payments should match the total contract price.

### **Key deliverables**

4.724.83 On this page, contractors must provide a list of key deliverables specified in the contract, with a brief description of each. Contractors must also provide a list of the output metrics that will be used to describe deliverables and used to express the estimated quantum of the key deliverables. Where there are components in a contract, the contractor must provide a description of which component or components the deliverables relate to.

- 4.84 Where the contract or component has been priced using the alternative pricing method under regulation 19A (commercial price) or regulation 19B(3) (prices determined in accordance with other law) the estimated quantum of the key deliverables need not be expressed using the output metrics set out in the CRP. Where the contract or component price has been determined entirely using the alternative pricing method under regulation 19C (previously agreed price) this information need not be provided.
- 4.734.85 A deliverable is a product, set of products or package of work that will be delivered by the contractor to, and formally accepted by, the contracting authority (on whose behalf there may be one or more stakeholders) and which can be described using an output metric. It would be expected that a contract would have at least one deliverable. A deliverable could be a report, a document, a software product, a server upgrade or any other building block of an overall project. Examples of deliverables include a completed vessel, available engines or delivery of a training programme. A deliverable may be composed of multiple smaller deliverables.
- 4.74<u>4.86</u> An output metric means a quantifiable description of any goods, works or services (including a number, weight, dimension, time or physical capability, but not including a monetary value). Examples of metrics include quantity of aircraft/engines that are available or the weight of a finished vessel. Each metric ideally should be linked to a DPS line and description.
- 4.754.87 The <u>DPS templates</u> include examples of output metrics which may be useful. Metrics can also be drawn from the contractor's performance management system or from the contract itself. The contractor should involve the MOD in identifying the output metrics to be included in contract reports and how these should be linked to the DPS. This should be performed before the contract is entered into and the contractor begins to prepare their reports.
- 4.764.88 Deliverables and metrics need to be added to DefCARS sequentially. where they need to be reported. The contractor should first add a deliverable by selecting the blue cross icon and saving its name and description. The deliverable row will be displayed on the page along with a green arrow icon. The contractor should use this green arrow icon and then the grey cross icon to add the output metrics associated with that deliverable (Exhibit 3).

### Exhibit 3 – Adding output metrics

DefCARS			
CIR / Key Deliverables		Add Metric	*
Report Home Support Support Support Report Support Contract Reporting Plan Poult Poult Poult Poult Data Report Data Report Support Support Support Cont Report Repo	Cet help with the page	Parameter	
Cad Breakfaser  Assumptions Assumptions Assumptions Sols Contracts		Data	

4.77<u>4.89</u> Users are able to enter as many deliverables as they wish and as many metrics as they wish against each deliverable. Completion of the contract could be a deliverable where no separate outputs during the life of the contract can be identified. There should be at least one metric per key deliverable. The data entry required is set out in Table <u>2424</u>.

### **Data required** Guidance Key deliverables Name / Item / Title of deliverable The contractor should provide a short name for the deliverable. For example, delivery of completed vessel. The contractor should provide a description of that key Description deliverable. For example, deliver completed vessel to [recipient] by [date]. **Metrics** Parameter The contractor should provide a short name for the metric. For example, engine test hours. Definition The contractor should define the metric. For example, minimum test hours for each vessel engine. Value The contractor should include the <u>appropriate</u> value (not £ as output metrics are not monetary-based) and units of the Units quantity for each metric. For example, value = 300; units = hours.

#### Table 2424 – Deliverables and metrics data input

Data required	Guidance
DPS Code	The contractor should state the DPS code that the metric relates to, as per the applicable DPS template.
DPS Description	The contractor should state the DPS code that the metric relates to, as per those codes which have been used earlier in the report to report Allowable Costs.

### Milestones

4.784.90 Contractors must report all the delivery milestones set out in the contract, together with an explanation of whether, and if so how, each milestone relates to any component of the contract. This explanation can be added to each milestone using the comments functionality available in DefCARS. Contractors should indicate using the Yes/No option whether there are milestones to report. Where there are milestones to report, contractors must provide a list of all delivery milestones set out in the contractWhere the contract or component price has been determined entirely using the alternative pricing method under regulation 19C (previously agreed price) this information need not be provided. A milestone is a key event selected for its importance in the schedule and is commonly associated with tangible acceptance of deliverables. The completion of a deliverable may be a milestone in the contract but there may be other milestones in the contract, including steps on the way to completing a deliverable. Examples of milestones include completion of sea or flying trials, completion of plans or design and delivery of the final product. The data entry required is set out in Table 25.

### Table 2225 – Milestones data input

Data required	Guidance
Milestone Short Name	The contractor should provide a short name for the milestone. For example, delivery of [parts].
Milestone Description	The contractor should provide a description of that milestone- and an explanation of whether, and if so how, each milestone relates to any component of the contract. For example, delivery of [parts] to [recipient] by [date] for [purpose].
Contracted Target Date	Where the contract sets an expected date for a delivery milestone to be completed, contractors should select that date using the calendar.
Actual or Forecast Completion Date	The page includes a field for the actual or forecast completion date. In the initial reports the contracted date and the actual and forecast date for the milestone are likely to be the same.
The contractor may provide any comments functionality or by atta	other information relevant to the data on this page using the ching supporting files.

### **Reminder of obligations**

4.794.91 Data entry should now be complete for the CIR. Contractors will be asked to review their information before submitting and should declare that the following three statements are true or explain why they are not: If alternative pricing methods have been used, the contractor will need to provide an explanation in order to clear the validation errors on this page.

- The estimates of Allowable Costs used in the calculation of the contract price comply with all relevant parts of Section 20 of the Defence Reform Act 2014. Any departure from guidance issued under Section 20(1) of the Defence Reform Act has been identified and explained in the CPS.
- The Contract Profit Rate has been calculated in accordance with Sections 17, 18 and 19 of the Defence Reform Act 2014 and the Single Source Contract Regulations.
- The price of this contract has been calculated with the formula in Section 15 of the Defence Reform Act 2014, and the figure stated is the same as the price stated in the final signed version of the Contract to which the CPS relates.

### Submission

- 4.804.92 The Submission page is where contractors can download and review their CIR inputs, before submission to the SSRO and the MOD. The report submitter should review all data entered before saving and submitting the report. Contractors can use the view report function and validate report function to assist them in doing so.
- 4.814.93 Users can review the CNR, CPS and CRP separately in Excel format. When selecting one of these view options, the contractor will see a complete CIR report which highlights the fields relevant to the report they have selected, and shades the other elements in the report in grey.

4.824.94 As described earlier in this guidance, DefCARS allows contractors to validate the whole report and review validation errors and warnings at any stage before submission. Contractors may find it helpful to validate the report at this last stage. Once contractors are satisfied that the report is ready for submission, they can save and submit.

# 5 Updating contract data – Quarterly Contract Report (QCR)

- This section of the guidance covers the reporting requirements and data entry 5.1 associated with the Quarterly Contract Report (QCR). Before completing the QCR for the first time, contractors should familiarise themselves with Regulation 22 (General Requirements) and Regulation 26 (Quarterly Contract Report). Contractors should also read and familiarise themselves with paragraph 5.8, which deals with auto-population of the QCR. 13, which deals with auto-population of the QCR. In the guidance we indicate, based on the pricing approach adopted for the contract or component, which individual DefCARS pages within reports or parts of pages need to be completed. Paragraphs 3.3 - 3.14 provide details on pricing approaches that lead to the creation of components within contracts. Contractors will need to understand whether there are components within their contract when it has been entered or following amendment, for which separate component level information will be required. Contractors should review Appendix 2 before reading this chapter to understand which parts of the QCR are applicable to their contract or component based on how it has been priced and the value of the contract or component. For contracts that were entered into before 1<sup>st</sup> April 2024 and contain components, the requirement to report component level QCR information does not apply until 1<sup>st</sup> April 2025. The end of the next calendar quarter following 1 April 2025 will be 30 June 2025 and so for these contracts, the first time the requirement to report component level QCR information arises will be in the QCR to be submitted by the end of July 2025.
- 5.2 Regulation 22(10)(b) defines a quarter as one of the following periods:
  - 1 April to 30 June (Quarter 1 in the Government's financial year)
  - 1 July to 30 September (Quarter 2)
  - 1 October to 31 December (Quarter 3)
  - 1 January to 31 March (Quarter 4)
- 5.3 Contractors Regulation 5 sets out how the value of a contract or a component is determined. The question of whether QCRs are required to submit QCRs if their contract is assessed as being valued at £50 million or more is based on this value assessment. If the contract value is below £50 million, then QCRs will not be required for the contract, even if the contract value increases to £50 million or more during delivery of the contract, for example due to pricing amendments or if a component over £50m is added to the contract.
- 5.4 Contractors must provide a QCR for a QDC. The reports are due within one month of the end of each calendar quarter, so the due dates for from the initial reporting date until the contract completion date for any contract or component valued at £50 million or above.
- 5.5 Where the overall contract is valued at £50m or above, but the component is valued at less than £50 million, component level information may still be subject to separate QCR reporting. This will be based upon how the component was priced and, where applicable, will be required less frequently than quarterly.

- 5.6 Where the value of the contract or component is £50 million or above, and costs and profits are determined and identified separately for the purpose of pricing the contract, the submission of QCRs component level information is required quarterly and consists of the same information as in a contract QCR except for the Sub-contract page.
- 5.35.7 Where the component value is less than £50 million, and costs and profits are determined and identified separately for the purpose of pricing the contract, the submission of component level information must be made:
  - 31 July
  - <del>31 October</del>
  - <u>31 January</u>
  - <u>30 April</u>

DefCARS calculates QCR due dates but the contractor should check to ensure

- By agreement, no more than five years following the time of agreement for the contract. Then such further dates before the expected contract completion date as may be agreed between the parties, each date to be no more than five years after the date agreed for the first set of relevant component information; or
- Where there is no such agreement, on the date which is three years after the last day of the calendar quarter during which the initial reporting date fell. Then on the date which is each third anniversary of that their QCR due datesdate.
- 5.8 In cases where the contract or component value is less than £50 million, and costs and profits are correct. not determined and identified separately for the purpose of pricing the contract or component, a QCR submission is not required.
- 5.9 Where contracts or components are priced entirely using alternative pricing methods where costs and profits are not determined and identified separately for the purpose of pricing the contract and where the value of the contract or component is £50 million or above, limited information is required in the QCR submission. This is reflected in the variance, events and circumstances page and relates to:
  - a) the current estimate of the price; and
  - b) details of any variance between the current estimate of the price and previous estimates of the price, and the reasons for the variance.
- 1.23 No report is required for the calendar quarter in which the initial reporting date or contract completion date fallfalls. The initial reporting date is defined in Regulation 22(10)(c) as either the date of amendment (for a QDC by amendment) or, in all other cases, the date the contract or component was entered into.

- 5.45.10 The first reportQuarterly Contract Report must coverbe for the period from the initial reporting date to the end of the next calendar quarter. For example, if a contract is entered into on 5 January, then the first QCR covers the period 5 January to 30 June and is due by 31 July. <u>The reports are due within one month of the end of each calendar quarter</u>, so the due dates for submission of QCRs are:
- 1.24 The value assessment for threshold purposes (see Regulation 5) is undertaken by the contracting authority:
  - for proposed contracts for which an assessment has been undertaken under Regulation 12(1) for a POCO adjustment, or under Regulation 61 to determine whether the contract would be a QSC, at the date of that assessment or, if later, at the date on which it is proposed to enter into the contract;
  - for QDCs by amendment, at the date of the amendment; or
  - in all other cases, at the date the contract is entered into.
- 1.25 The question of whether QCRs are required is based on the Regulation 5 assessment. If the value for threshold purposes is below £50 million, then QCRs will not be required for the contract, even if the contract value increases to £50 million or more during delivery of the contract, for example due to pricing amendments.
  - 31 July
  - 31 October
  - 31 January
  - 30 April

5.55.11 DefCARS seeks to facilitate the submission of QCRs by auto-populating the data required on several pages based on what the contractor submitted previously, either when completing the initial reports (in the case of a first QCR) or in the last QCR. The contractor must review all fields which have been auto-populated making relevant amendments or updates to the information to ensure that it is accurate for that particular submission. In the remainder of this section we explain which parts of the report are auto-populated.

### **Report Home**

5.65.12 The Report Home page is similar to the Report Home pages in other reports. For guidance, see Section 4 on the CIR.

### Supplier

All of the fields on the Supplier page in the QCR are the same as the fields <del>5.7</del>5.13 on the Supplier page in the initial set of reports. This page need not be completed for any component level information submissions. Contractors should refer to Table 7 for guidance on how this information is reported in the initial reports as the majority of that data will be auto-populated in the first QCR and then from QCR to QCR. The supplier details are auto-populated from master data entered in the Contract Administration page of DefCARS. The contractor's Administration User will have access to the master data and can update this record at any time. The supplier details in the QCR are not read only and can be amended in the report. The individual completing the report should discuss any changes they make to supplier details in the QCR with their Administration User. This is so that the Administration User can make the same changes to the master data record to keep both sets of data consistent. This will also ensure that the correct supplier details are autopopulated in future reports. These details should still be checked by the contractor for accuracy.

### **Report Submission Administration**

- 5.85.14 The fields on this page are the same as those on the Report Submission Admin page in the initial set of reports. <u>Contractors should refer to Table 8 for</u> <u>guidance on how this information is reported in the initial reports as the majority of</u> <u>that data will be auto-populated in the first QCR and then from QCR to QCR.</u> The contact details of contractor and MOD staff involved in the contract are shown on this page and are auto-populated from the initial reports or a previous QCR and the contractor should check this information for accuracy. If there has been a change in staff from those identified in an earlier report then the new staff details should be reported. This page is required for component level information where it is different to that reported for the contract.
- 5.95.15 The contractor is required by regulation 22(2)(b) to provide the date that the report is due. DefCARS assists selection of the correct due date by providing the following options in a drop-down list.
  - A list of regular statutory reports and associated due dates from the latest submitted CRP; and
  - Other regular statutory reports select date as report due date not reflected in the latest submitted CRP.
- 5.105.16 If the report <u>or the component level information</u> being submitted is included in the latest submitted CRP, the contractor should select the relevant report <u>and due</u> <u>date</u> from the drop-down list. If the reporting plan does not include the relevant report <u>and due date</u> the contractor should select the due date from the calendar. When a contractor selects the 'Other' option the following warning will be displayed 'You are submitting a report which is not reflected in the Contract Reporting Plan. You may wish to consider adding this report to an on-demand Contract Reporting Plan prior to submitting this report'. The CRP can be updated by submitting:
  - a correction to an existing CRP (if the original reporting plan was incorrect); or
  - an on-demand CRP (if there are new reporting requirements, see Chapter 9).

5.115.17 If the CRP is updated, the revised dates will be reflected in the drop-down list within the 'date this report is due' field.

### Contract

- 5.18 All contract details are auto-populated and the contractor should check this information for accuracy. When reporting component level information, this only needs to be provided when it is different to that identified for the contract. Contractors should refer to Table 9 for guidance on how this information is reported in the initial reports as the majority of that data will be auto-populated in the first QCR and then from QCR to QCR.
- 5.19 The contract type will be auto-populated in a QCR from the data provided in the initial reports. Where this has been reported in error a correction should be made to the initial report submission. Where the contract type in a contract level report is QDC or QDC by amendment the contractor should only select QDC when reporting component level information. Where the contract type is QSC in a contract level report the contractor should select QSC when reporting component level information.
- 5.125.20 The 'Date contract became a QDC/QSC' field is explained in Table 7 of Section 4 of the CIR9. The 'Date contract became a QDC/QSC' field is populated by DefCARS in the initial reports and carried forward to future reports. The same principle will apply where component level information is being provided. The date is read only in the QCR and cannot be changed in this report. The contract type should not be changed from that reported in the initial reports. If an error was made on the initial report then a correction to that report should be made.
- 5.135.21 A contractor can amend the 'Date contract became a QDC/QSC' field. This should only be done where a mistake was made on the Contract page in the initial report submission. This is done by creating a correction to the last submitted initial report and amending either the 'Date contract entered into' or 'Latest pricing amendment date' field, whichever date was incorrect. The corrected data will then flow through to a QCR which is started after the correction has been submitted. Annual profiles in later pages start from the date in this field (i.e. the date the contract became a QDC or QSC) and end at the contract completion date.
- 5.14<u>5.22</u> The 'Contract<u>or component</u> Completion Date' may change, due to:
  - a change in circumstances which impact the completion of all obligations entitling the contractor to final payment under the contract; or component; or
  - an amendment to the contract; or
  - termination of the contract- or component.

- 5.155.23 There is more detailed guidance on contract-completion date changes in Chapter 3. A changed Contract Completion Date will affect the due dates of the CCR and CCS and may change the number and timing of QCRs and ICRs. The MOD may direct the submission of an on-demand Contract Reporting Plan, to ensure the updated Contract Completion Date and changed reporting requirements are recorded, or the contractor may agree to provide an on-demand Contract Reporting Plan without written direction-(Regulation 24(2)(c)). Chapter 9 of this guidance explains how a contractor can submit an on-demand Contract Reporting Plan. The contractor should enter the new Contract Completion Date in the relevant field on the Contract page in the on-demand Contract Reporting Plan (see Table 59 in the CIR section). DefCARS will recalculate the due dates of QCRs as a result of the revised Contract or component Completion Date. When a new QCR is generated by DefCARS, it will reflect the revised Contract Completion Date and have the correct number of years for which the required information should be provided.
- 5.165.24 If there has been an amendment during the reporting period which has resulted in a change to the contract price, the MOD may direct the submission of an on-demand Contract Pricing Statement (CPS), or the contractor may provide this report without written direction (regulation 24(2)(c)... Chapter 9 of this guidance explains how a contractor can submit an on-demand CPS. Where applicable, the contractor should submit any on-demand CPS prior to completing the QCR and ensure the pricing information is consistent in both reports. When the QCR is being completed the contractor should complete or update the 'Latest Pricing Amendment' fields. If there has been more than one pricing amendment in-quarter, contractors should enter details for the latest time of agreement.
- 5.25 Where it is known, the contractor must report the contract or component value which has been determined under Regulation 5. This data field will be auto-populated with the data submitted in the initial reports.

### **Pricing Method Breakdown**

5.175.26 Information on this page is auto-populated and the contractor should check this for accuracy. For example, a pricing amendment may mean that the contract price has changed. Where this is the case, the <u>contractor should consider whether</u> they need to submit an on-demand CPS and on-demand CRP ahead of the QCR submission to reflect this change. The contract price should be allocated to the relevant <u>contract</u> pricing methods which now apply to the contract <u>or component</u> if the amount of the price resulting from each method is known. If the price associated with each <u>contract</u> pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the <u>total contract or</u> <u>component</u> price reflected on this page matches that reported on the Contract page.

## Analysis of Cost by Supplier Breakdown (Allowable Costs excluding risk contingency at the latest time of agreement)

- 5.27 In QCRs, contractors provide the breakdown of costs by their own reporting structure which may. The contractor is not be-required to provide this breakdown where the same as the Defined Pricing Structure (DPS) used in the Contract Notification Report, Interim Contract Report(s) and Contract Completion Report. Some contractors have aligned their management systems with the DPS in which case the DPS and their ownprice of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting structure would be the same. component level information, this only needs to be provided when it is different to that identified for the contract.
- 5.185.28 On this page, where required, contractors are required to should report an annual profile of the estimated (agreed) Allowable Costs at the latest time of agreement, excluding any risk contingency, using their own reporting structure over each year of the contract or component duration. The latest time of agreement will either be when the contract or component was entered into, or the date it the contract was amended (if the contract became a QDC by amendment or the contract became a QDC or QSC following an amendment and rescission of a previous contract), or the date of the most recent price re-determination for the contract or component following a pricing amendment.
- **5.195.29** When compiling its first QCR, the contractor will be required to enter its cost reporting structure and provide an annual profile of estimated Allowable Costs across the contractual years in £ million to three decimal places. This profile should exclude the amount for risk contingency included in the Allowable Costs as this is reported on the next page of the report. When there has been a pricing amendment since the initial reports or between QCRs this analysis needs to be updated to reflect the Allowable Costs excluding risk contingency at the latest time of agreement. Each cost descriptor (e.g. engineering, programme management) needs to be added individually by selecting the blue 'x' icon before data can be entered. Rows may be deleted using the grey 'x' on the left of each row although contractors are advised to not delete descriptors used in previous reports unless there has been an amendment to the contract which requires this change. In subsequent QCRs, the cost descriptors will be auto-populated and additional rows can be added if the structure changes by clicking on the blue 'x' icon.
- 5.205.30 DefCARS does not facilitate, via standard fields, the reporting of an annual profile for any years prior to the contract becoming a QDC or QSC. In circumstances where there are costs prior to the date a contract became a QDC or QSC (Table 7 of Section 4 of the CIR guidance) then the contractor should:
  - a) add the costs as total amounts in the 'not profiled' column; and
  - b) provide a supporting spreadsheet setting out the annual profile for the earlier period.
- 5.215.31 The number of cost descriptors should reflect the quantum of the contract or <u>component</u> price and be sufficient to understand the types of cost which have been estimated. The sum of each column will be displayed in the top row as the cost lines are populated.

### Summary Analysis of Price (price at the latest time of agreement)

- 5.32 The contractor is required by Regulation 26(6)(b-c)the Regulations to provide information about the contract and component price. This page in DefCARS pulls all these requirements together. The contractor is not required to provide this analysis where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 5.225.33 The contractor should check that the information included on this page summarises the contract <u>or component</u> price at the latest time of agreement (which may have moved forward in time due to a pricing amendment). The price may be the original price reported in the Contract Pricing Statement or, in the event that there has been an amendment during the reporting period which has resulted in a change to the <u>contract</u> price, the new price. The price should reflect the most recent price amendment at the reporting date. The data status flags on this page are all set to Priced Estimate.
- 5.235.34 The 'Cost breakdown by contractor's reporting structure' line is autopopulated from the information provided on the Analysis of Cost by Supplier Breakdown page. The risk contingency element and profit (including and excluding any incentive adjustment) will be auto-populated from the initial reports in the first QCR submitted for the contract. The amounts for risk contingency and profit will then be auto-populated in each QCR from a previous QCR. The contractor should check all information on this page is correct.
- 5.245.35 The contractor is required to review the annual profile, if this has been populated from a previous QCR, for risk/contingency element, profit (excluding incentive adjustment) and any incentive adjustment if applicable and make any amendments. If the contractor is of the view that an annual profile of risk contingency or profit cannot be provided then a total amount can be reported in the 'not profiled' column. The contractor should explain why an annual profile is not possible, as otherwise compliance queries are likely to be raised. Totals by financial year and by line should be checked by the contractor to ensure they are correct. Figures should be entered in £ millions, to three decimal places. Table 2326 explains the data entry which is required.

Data required	Guidance
Total Allowable Costs from contractor's reporting structure	The Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the Analysis Of Cost By Supplier Breakdown page. This will be shown in £ millions to three decimal places. The contractor should check this information for accuracy.

### Table 2326 – Summary Analysis of Price data input

Data required	Guidance
Risk / Contingency Element within the Allowable Costs	The contractor is required-by-Regulation 26(6)(a) to provide an annual profile of risk contingency included in the Allowable Costs within the latest agreed contract or <u>component</u> price. The contractor can provide the annual profile in this row. If the contractor believes it is not possible to express the risk contingency in an annual profile, the contractor must provide the total amount of the risk contingency. The contractor can enter this amount in the 'not profiled' column. The total and the percentage of total cost will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Subtotal Cost	The amount is calculated by DefCARS from the first two cost rows at the top of the table. The contractor should check that this line agrees to the total Allowable Costs in the agreed contract <u>or component</u> price.
Profit (excluding incentive adjustment)	The contractor is required by Regulation 26(6)(a) to provide an annual profile of planned amounts of profit (excluding the maximum amount due to any incentive adjustment (Step 5) included in the contract or component profit rate) or if this is not possible the total amount (in the 'not profiled' column) included within the latest agreed contract or component price. The total and the percentage of total profit excluding Step 5the incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract <u>or component</u> price (excluding profit arising from an incentive adjustment) is calculated by DefCARS based on the figures reported in the third and fourth rows of the table.

Data required	Guidance
Maximum Profit arising from Incentive Adjustment	The contractor is required by Regulation 26(6)(a) to provide the annual profile of the maximum profit from an incentive adjustment that has been or is expected to be taken into account in determining the contract <u>or component</u> price or if this is not possible the total amount (in the 'not profiled' column). In either case, the amounts entered should be in £ millions to three decimal places. The profile can be entered by selecting the green icon and deleted by selecting the red icon. The approach should be consistent for the risk contingency and the planned profit. If there is no incentive adjustment, then the contractor should confirm this by including a '0' <u>numerical</u> value in each year. If an incentive adjustment was reported in the <u>Contract Pricing</u> <u>StatementCPS</u> , the SSRO would not expect this row to total zero. The total amount of any incentive adjustment and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS.
Total Contract Price (including incentive adjustment)	The total contract <u>or component</u> price is calculated by DefCARS based on the figures entered in the table. Contractors should check that this line agrees to the total latest agreed contract <u>or component</u> price and corresponds to the contract <u>or</u> <u>component</u> price entered on the Contract page. By selecting 'Save' and 'Validate' or this page the contractor will be able to determine if the figures agree. Completion of this profile establishes a new baseline for the contract <u>or component</u> (if the <u>contract</u> price has changed) against which variances can be reported.

# Actual & Forecast Analysis of Cost (expected Allowable Costs excluding risk contingency)

- 5.36 The contractor is required by Regulation 26(6)(d) to report an annual profile of the Allowable Costs (excluding risk contingency element) already incurred and the forecast costs which are expected to be incurred, or a combination of both, to the contract completion date. or component completion date. The contractor is not required to provide this analysis of cost where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 5.255.37 The cost descriptors of the reporting structure are auto-populated from the Analysis of Cost by Supplier Breakdown page. The contractor should check this information for accuracy. Actual and forecast costs should be provided in £ million, to three decimal places. This page will be blank if the contractor is completing their first QCR. For subsequent QCRs, any final actual costs previously reported will be auto-populated within the relevant year.
- 5.265.38 For each financial year, the contractor must indicate whether the Allowable Costs have been incurred, are forecast, or a combination of both by using the dropdown menu at the top of the table to update the cost status. The cost status flags used by the SSRO to allow contractors to meet this requirement are:
  - 'Final Actual': the contractor considers the costs to be final actual costs that will not change (for example, where actual cost recovery rates have been agreed with the MOD).
  - 'Provisional Actual': the contractor considers the costs to be provisional actual costs (for example, where cost recovery rates are yet to be agreed with the MOD and therefore may be subject to change).
  - 'Actual & Forecast': a combination of forecast and actual costs which may be relevant to QCRs where the contractor is reporting mid-financial year (for example, a QCR reported as at the end of June may consider costs incurred in Q1 and Q2 of that year to be actual (provisional or final) and Q3 and Q4 costs as forecast).
  - 'Forecast': costs which are forecast (in other words, the costs expected in a future financial year).
- 5.39 If the contract became a QDC by amendment or the contract became a QDC or QSC following an amendment and rescission of a previous contract and there are costs prior to the amendment, the contractor should provide an annual profile of these in a separate spreadsheet (if these were not attached to a previous report or page) and include the total of these type of costs in the 'not profiled' column provided in DefCARS along with any supporting comments. The costs should be provided in a way that enables a meaningful comparison between the 'Analysis of Cost by Supplier Breakdown' and the 'Actual and Forecast Analysis of Cost'.

- 5.275.40 If new cost descriptor lines are required on the Actual and Forecast Analysis of Cost page, then the contractor should add these in the Analysis of Cost by Supplier Breakdown page and enter a '0' <u>numerical</u> value entered in each column of the new row in the Analysis of Cost by Supplier Breakdown page. These extra lines will then be carried forward to the Actual & Forecast Analysis of Cost page where an annual profile can be provided.
- 5.41 The Regulations permit up to 5 per cent of actual costs to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide actual costs and when the actual costs will be available. This information must be resubmitted via a correction report when the actuals become available.

### Actual & Forecast Price Summary (expected price)

- 5.42 The contractor is not required to provide this actual and forecast price summary where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 5.285.43 The actual and forecast Allowable Costs (excluding risk contingency) from the previous page will be auto-populated in the 'Total actual and forecast Allowable Costs from contractor's reporting structure' row of this profile. The cost status flags at the top of the page will be pre-populated from the Actual & Forecast Analysis of Cost page. The contractor should check this information for accuracy.
- 5.295.44 The contractor is required by Regulation 26(6)(c) to provide an annual profile of any risk contingency included in the total Allowable Costs and profit across the contractual years. This profile is not auto-populated from previous reports. If the contractor is of the view that an annual profile of risk contingency cannot be provided then a total amount can be reported in the 'not profiled' column. If it has been possible to provide an annual profile of this on the Summary Analysis of Price page then an annual profile should also be provided on this page. Contractors should check the year and line totals are correct and match the expected contract <u>or component</u> price.
- 5.305.45 This page reflects the overall price of the contract or component as currently expected by the contractor. The total actual and forecast Allowable Costs (including risk contingency) on this page is compared by DefCARS to the total estimated Allowable Costs in the Summary Analysis of Price and shown as a variance to be explained, on the Variance, Events and Circumstances page. Table 2427 explains the data entry which is required.
- 5.46 The Regulations permit up to 5 per cent of actual price to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide the actual price and when the actual price will be available. This information must be resubmitted via a correction report when the actuals become available.

## Table 2427 – Actual Forecast Price Summary data input

Data required	Guidance
Total actual & forecast Allowable Costs from contractor's reporting structure	The actual and forecast Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the Actual and Forecast Analysis of Cost page. This will be shown in £ millions to three decimal places. The contractor should check to ensure that the profile accurately reflects their latest estimate of the Allowable Costs (excluding risk contingency) to deliver the contract <u>or</u> <u>component</u> to completion.
Risk / Contingency Element within the Allowable Costs	The contractor is required by Regulation 26(6)(c) to provide the actual and forecast annual profile of any risk contingency element or, if this is not possible, the total amount. If there has been an increase in the risk contingency element of the Allowable Costs or if expected risk contingency included in the agreed price has not been utilised the contractor may wish to explain the reasons for this. The total and the percentage of total cost will be calculated by DefCARS.
	Annual profiles are added by clicking the green '+' icon to the left of the row description. Clicking the green '+' icon will bring up the 'Update Price Summary Value' window where the annual profiles can be entered in the fields provided and then saved by clicking the 'Update' button at the bottom of the window. Profiles can be deleted by clicking the red '+' icon. Annual profiles should be entered in £ millions to three decimal places.
Subtotal Cost	The actual and forecast costs are calculated by DefCARS from the first two cost rows at the top of the table. The contractor should check that this is the total actual and forecast Allowable Costs in the latest estimate of the contract <u>or component</u> price.

Guidance
The contractor is required by Regulation 26(6)(c)-to provide the annual profile of profit (excluding the amount due to any incentive adjustment (Step 5))) within the forecast-contract price or, if this is not possible, report this as a total amount in the 'not profiled' column. Total profit and the percentage of total cost excluding any incentive adjustment will be calculated by DefCARS from the data entered and should be checked. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
The total contract <u>or component</u> price (excluding any profit for an incentive adjustment) is calculated by DefCARS based on the third and the fourth rows in the table.
The contractor is required by Regulation 26(6)(c) to provide the annual profile of the expected maximum profit that could arise due to an incentive adjustment (Step 5) within the forecast contract price or, if this is not possible, report this as a total amount in the 'not profiled' column. This total and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
The total actual and forecast contract price is calculated by DefCARS from the figures in the table. Contractors should check that this line agrees to the total forecast contract <u>or component</u> price by

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### Quarter

- 5.47 The contractor is required by Regulation 26(6)(e) The contractor is not required to provide this quarterly analysis where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 5.315.48 The contractor is required to provide a quarterly breakdown of costs, by the contractor's reporting structure. This page in DefCARS enables the analysis to be provided. This analysis should include costs already incurred and the forecast costs for the relevant calendar quarters. The quarterly analysis must be by reference to the calendar quarters of each of:
  - the previous financial year;
  - the current financial year; and
  - the next financial year.
- 5.325.49 When completing QCRs during the first financial year, the contractor may find there is no previous financial year to report. The current financial year will be the financial year in which the quarter being reported upon falls. As the contract nears completion, the contractor may find there is no next financial year to report.
- 5.335.50 By way of example, for a report being submitted on 31 July 2023 covering the period 1 April to 31 March 2023, the previous financial year will be 1 April 2022 to 31 March 2023, the current financial year will be 1 April 2023 to 31 March 2024 and the next financial year will be 1 April 2024 to 31 March 2025.
- 5.34<u>5.51</u> The financial years refer to the government financial year (April to March) and therefore the cycle of QCR reporting corresponds to the quarters displayed on this page. Please see paragraph 5.2<u>3</u> for reference to these quarters and the periods they cover.
- 5.355.52 When completing its first QCR, the contractor must first generate the table for quarterly data entry. The contractor can do this by selecting the relevant financial year and the calendar quarter to which the report relates and then use the Generate Quarter Reporting Table button directly below these drop-down menus to generate the profile which has to be completed (see Exhibit 4). This button must be selected before the 'Paste data from Excel' button.
- 5.365.53 Clicking the 'Generate Quarter Reporting Table' button will also autopopulate the 'Cross Check Against Actual & Forecast Analysis of Cost' totals from the Actual and Forecast Analysis page. The contractor should check these totals for accuracy. In subsequent QCRs, this table is not auto-populated from the previous QCR submission and the table must be generated again for quarterly data entry.

### Exhibit 4 – Generating Quarter Analysis table

## **Quarter Analysis**

Dat	te became a QDC/QSC	Contract Comp	letion Date	Government Fir Year	ancial	Calend	dar Quarter	
01	/03/2017	31/03/2019		17/18	¥	Q3		¥
(	Generate Quarter Repor	ting Table Pa	iste data from	Excel				
Wa	rning: Saving new figures wi	ill recet the values in	the breakdown	n below				
	ming. Saving new igures w				OR YEAR			
	ming. Saving new igures w			PR	OR YEAR 16/17			
Code	Description		Q1	PR		8	Q4	Q
		From		PRI	16/17		Q4 01/01/2017	Q

5.375.54 This will determine which cells need to be completed in the previous, current and next financial years. DefCARS will display these fields in white, greying out fields that do not need to be completed, and highlighting the quarter relating to the QCR in green (Exhibit 5).

### Exhibit 5 – Quarter Analysis table

enerate Quarter Reporting Table		Paste data from Excel			

		PRIOR	YEAR			THIS	YEAR		
		16	/17			17	//18		
Description	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
From				01/01/2017	01/04/2017	01/07/2017	01/10/2017	01/01/2018	
То				31/03/2017	30/06/2017	30/09/2017	31/12/2017	31/03/2018	
Cost Data Status	•	•		•	•	•	•	( <b>v</b>	
Level 1 Total - Supplier Breakdown	0	0	0	0	0	0	0	0	
Project Management									
Manufacturing									
Engineering									
QA									
T&S									

- 5.385.55 The contractor must confirm the cost data status for each quarter from the drop-down list using the categories included at paragraph 5.2940 and complete the quarterly data analysis. All costs should be entered in £ million, to three decimal places. The contractor must save the data entered using the save button under the table.
- 5.395.56 On the far right of the table, DefCARS will provide a comparison between the financial year totals entered on this page to those entered on the Actual Forecast Analysis of Cost page. If the totals do not match, the contractor will be alerted via a validation warning. The contractor should ensure that the Actual & Forecast Analysis of Cost (see paragraphs 5.2838 5.3142) matches the total of the Quarterly analysis on this page for the relevant years.

### Variance, events and circumstances

5.57 Regulation 26(6)(f) requires The contractor is not required to provide an analysis of the causes of cost variance or report events and circumstances where the price of a contract or component is determined entirely where costs are indistinguishable from profits. Instead, they will be required to report on this page:

(a) the current estimate of the price; and

(b) details of any variance between the current estimate of the price and previous estimates in the price and the reasons for that variance.

5.58 When reporting component level information, this only needs to be provided when it is different to that identified for the contract.

5.405.59 Where required, contractors tomust report a quantified analysis of the causes of variance between any estimated Allowable Costs used to determine the contract or component price and the total actual and forecast Allowable Costs. The analysis must explain not less than 90 per cent of the total variance. DefCARS will calculate the variance and provides the facility for the contractor to add lines to explain the causes of variance. The contractor should check the calculated variance is correct. The contractor should determine how many individual lines they need to be able to explain the causes of that variance.

5.41<u>5.60</u> The Regulations do not define events and circumstances, but contractors may find that Section 26 of the Act provides a useful reference point to assist in determining whether an event or circumstance has a 'material effect' on a contractor component. Section 26(3) of the Act provides that events and circumstances have a 'material effect' if they have a material effect in relation to any of the following:

- the contractor's costs;
- the total price payable to the contractor; or
- the contractor's ability to perform a material obligation of the contractor <u>component</u>.

5.425.61 DefCARS brings these requirements (to report causes of variance and, events and circumstances and price variances for alternative pricing methods where costs and profit are indistinguishable) together into a single report page as an event or circumstance might be a cause of variance and where reporting cost variance does not apply reporting the reasons for price variance is required. Consider an example of a TCIF contract for maintenance of equipment. In the carrying out of the maintenance the equipment is found to be in a worse condition than estimated when the contract price was agreed and additional work is required. This is likely to have a material effect, impacting the costs of providing the maintenance and potentially the price as well. The contractor in this case would have to consider how to report this event and the circumstances associated with it in a meaningful way along with quantification of any variance which should be reported.

5.435.62 The information in Table 2528 should be completed for each variance, event or circumstance the contractor is required to report. Individual rows of data can be completed by selecting the blue '+' on the left-hand side of the screen.

Data required	Guidance
Title of Variance, Event or Circumstance	The contractor should provide a short title to describe the variance, event or circumstance it is reporting. The cause of variance may be related or unrelated to an event or circumstance.
Is this being reported as a cause of variance, or an event/circumstance or both?	When the contractor is categorising what they are reporting they should select 'Cause of Variance', 'Event or Circumstance' or 'Both'. Based on this selection, DefCARS will identify the fields that should be completed.

### Table 2528 – Variance, events or circumstances

Data required	Guidance
Brief description of event or circumstance or cause of variance	<ul> <li>Where the contractor has selected 'Cause of Variance' they should describe a cause of variance which they will report a variance against. The fields that relate to reporting of events and circumstances will not be editable. The contractor should enter the amount of variance in £ million relating to this 'Cause of Variance' in the last field in the pop-up window.</li> <li>Where the contractor has selected 'Event or Circumstance' their description should explain the event or circumstance they are reporting. When just reporting an 'Event or Circumstance', fields that relate to a cause of variance will not be editable and therefore no amount of variance will be calculated.</li> <li>Where 'Both' is selected, the contractor should describe the cause of variance and the event or circumstance.</li> </ul>
Date Recognised	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm the date when they became aware of the event or circumstance. The date is not when the event or circumstance arose but when the contractor became aware of the event or circumstance.
Allowed for in Priced Risk Contingency?	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the <del>contract</del> price or select 'No' if it is not covered.
The effect the cause of variance, event or circumstance has had on the costs already incurred (£m)	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should enter a cost (in £ million to three decimal places) which represents the effect that the event or circumstance has had on costs already incurred. If a contractor is reporting a variance they can also include figures in this field.
	<ul> <li>For example, assume that:</li> <li>the contractor's original Allowable Costs were £100 million;</li> <li>the total forecast Allowable Costs are now £130 million;</li> </ul>

Data required	Guidance
	<ul> <li>the variance of £30 million is made up of £10 million of Allowable Costs already incurred and £20 million forecast to be incurred.</li> </ul>
	In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.
The forecast effect that the cause of variance, event or circumstance will have on the forecast costs which it is expected will be incurred (£m)	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract or component, then they should enter a cost (in £ million to three decimal places) which represents the forecast effect that the event or circumstances will have on the forecast costs which it is expected will be incurred. If a contractor is reporting a variance they can also include figures in this field.
	In the example used in the row above, the contractor is asked to identify how much of the £30 million variance relates to the forecast costs they are reporting. In this example, the contractor would enter £20 million in this field. The contractor should enter zero if there has been no financial effect.
Has this caused a variance between any estimated costs used to determine the contract price and total actual and forecast costs?	This field records whether any costs reported are used in the variance analysis. This field is not editable and is populated automatically depending on what the contractor is reporting. Where 'Cause of Variance' or 'Both' is selected then this field will be auto-populated with 'Yes', and where only an 'Event or Circumstance' is selected it will be auto-populated with 'No'. Where a contractor has selected 'Both', a 'Calculate' button will be visible, and the contractor should select 'Calculate' if they wish the financial figures in the previous two fields to be used as part of the variance analysis.
Amount of Variance (£m)	If the contractor selected the 'Calculate' button the amount of variance will be auto-populated and should be checked for accuracy. The calculated figure can be over-written by the contractor if they want to report a different financial amount against their cause of variance.
% of total variance	This field is calculated by DefCARS and reflects how much of the total variance has been accounted for in this row which the contractor has completed. The variance percentage explained in all the rows is shown at the bottom of the list and must be not less than 90 per cent.

Guidance
This field is calculated by DefCARS and reflects the amount of the variance explained in this row which the contractor has completed as a percentage of the total estimated Allowable Costs (including risk contingency).

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

## **1.26** The fields in Table 26 aim to enable a better understanding of the impact of contract pricing amendments (new agreements).

## Table 26 – Pricing amendments

Data required	Guidance	
Contract amendment	The contractor is asked to confirm (Yes or No) if there has been a new agreement since the previous QCR that has had a material effect and led to a re-determination of the contract price under Regulation 14.	
Costs relating to the amendment (£m)	The contractor is asked to confirm in £ millions the costs relating to the new agreement, to three decimal places.	
Total profit rate used for amendment %	The contractor is asked to confirm the contract profit rate by setting out each of the six steps in % terms. DefCARS sums the six steps to calculate the total profit rate that applies to the new agreement.	
Pricing method breakdown used for the amendment	The contractor is asked to confirm the pricing method breakdown used for the new agreement in £ millions to three decimal places. This should include cost and profit. DefCARS will then calculate the total agreed price in £ millions.	
Contract completion date	The contractor is asked to confirm if the contract completion date has changed (Yes or No). If the contract completion date has changed the contractor should reflect this on the contract page (see paragraph 5.18).	
If Yes		
Contract completion explanation	The contractor is asked to provide an explanation of the reasons behind any change in the contract completion date.	
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.		

5.63 Where the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits (regulations 19A, 19B(3), 19C and 19E), the contractor must complete the page with the current estimate of the price and previous estimates of the price and then provide details of any variance between the two in relation to the contract or component.

## Sub-contracts

- 5.64 <u>The The contractor is not required to provide information about sub-contracts where</u> <u>the price of a contract or component is determined entirely where costs are</u> <u>indistinguishable from profits.</u>
- <u>5.65</u> Where required,- the contractor is asked to positively confirm whether there are any actual or intended sub-contracts valued at not less than £1 million using the grey 'Yes'/No' buttons. In the QCR, the contractor is required to provide information on sub-contracts into which the primary contractor has entered in the period covered by the report, or intends to enter, in the calendar quarter following the report. This page is not applicable for component level information.
- 5.44<u>5.66</u> The information on sub-contracts provided in the Contract Notification Report is auto-populated in the QCR. Sub-contracts can be added by clicking on the blue + icon, can be edited using the green icon and can be deleted using the red icon. The contractor should check whether the information is correct for the submission in question (including the total value of all sub-contracts). The contractor should update the information on this page to:
  - provide any updated information about a sub-contract reported previously;
  - report a new contract; or
  - provide details of a new sub-contract valued at £1 million or more.
- 5.455.67 Changes made to this page will carry through to subsequent QCR submissions. The same sub-contract thresholds apply as for other reports. DefCARS provides the facility for the contractor to indicate if there are no sub-contracts which meet the thresholds for reporting. This can be done in the comments box at the top of the page. If there are no sub-contracts for which details need to be provided, then the contractor should make this clear, to avoid follow-up compliance queries.

### **Final payments**

5.68 The contractor is not required to provide information about final payments where the price of a contract or component is determined under the regulation 19A Commercial Pricing, 19B(3) prices determined by another law, 19C Previously Agreed Price or the 19E CRUV alternative pricing methods.

5.465.69 The QCR must contain a forecast target cost incentive fee (TCIF) adjustment (see Regulation 15) or any final price adjustment (see Regulation 16) which the contractor expects to make- in relation to the contract or component. The final price adjustment only applies to contracts or components priced using the firm, fixed and volume-drive pricing methods. The contractor should report a value of 0 in the relevant field if there is no TCIF or final price adjustment. The contractor should enter the amount of any positive (due to the contractor) or negative (due to the MOD) adjustment for any of the following payment types with any explanation which is necessary:

- Protection from Excess Profits and Losses (PEPL), known as the Final Price Adjustment (FPA);
- Target Cost Incentive Fee (TCIF) adjustment;
- Incentive adjustment; and
- Other Key performance indicators (KPI).

5.475.70 This section will be auto-populated from the data provided in the previous QCR, if one is submitted. The contractor should check this information for accuracy. All figures should be entered in £ million, to three decimal places.

## Milestones

- 5.485.71 The information on this page is auto-populated from the data provided in the Contract Notification Report (CNR) or from the previous QCR, if one has been submitted. Contractors should provide an update to the milestone information that was initially reported in the CNR, including any changes to the actual or forecast completion date for each milestone listed. Contractors should provide an explanation if any of these dates has changed. Contractors may also add milestones to the list reported in the CIR. See paragraph 4.78 Table 25 for further information on how to complete milestone information.
- 5.72 The contractor is not required to provide updated information about milestones where the price of a contract or component is determined under the regulation 19A Commercial Pricing, 19B(3) prices determined in accordance with law, 19C Previously Agreed Price or the 19E CRUV alternative pricing methods.

# 6 Updating contract data – Interim Contract Report (ICR - Lower and Higher Value)

6.1 Before completing the Interim Contract Report (ICR) for the first time, contractors should familiarise themselves with Regulation 22 (General Requirements) and Regulation 27 (Interim Contract Report). Contractors should also read and familiarise themselves with paragraph 6.78, which deals with auto-population. In this guidance we indicate, based on the pricing approach adopted for the contract or component, which individual DefCARS pages within reports or parts of pages need to be completed. Paragraphs 3.3 – 3.14 provide details on pricing approaches that lead to the creation of components within contracts. Contractors will need to understand whether components were created when entering into the contract or through a subsequent contract amendment, for which separate component level information will be required. Contractors should review Appendix 2 before reading this chapter to understand which parts of the ICR are applicable to their contract or component.

6.16.2 This section repeats parts of the guidance given on completion of Quarterly Contract Reports (QCRs) that apply equally to completion of Interim Contract Reports (ICRs)... Repeating this guidance should assist contractors who have to submit ICRs but are unfamiliar with the QCR section of this document. We recognise that some contractors may not have contracts with sufficient value to require the submission of QCRs (the QCR threshold is £50 million)...

6.26.3 An Interim Contract Report (ICR) must be submitted either:

- on the date or dates agreed between the primary contractor and the Secretary of State; or
- failing agreement, on the date or dates set by the Regulations.
- 6.4 There are two different sets of requirements for an ICR, depending on the contract value as determined by Regulation 5. Additionally, component level information may also be required at different times.
- 6.36.5 A lower value ICR will be submitted for a QDC or QSC with a value of less than £50 million and a higher value ICR for those valued at greater than or equal to £50 million. If the <u>contract</u> value for threshold purposes is below £50 million when the assessment is made and the value of the contract increases at a later time to £50 million or greater, then the contractor who would have been expected to provide lower value ICRs <u>continuesshould continue</u> to provide those types of report. The contractor <del>wouldshould</del> not submit a higher value ICR-as, and nor are they would also not be required to submit QCRs (see paragraph 5.74).

- 6.4<u>6.6 All ICRs must contain the information required by Regulation 27(4). Lower value ICRs must additionally contain the information required by Regulation 27(5).</u> DefCARS has been designed to assist contractors to meet these requirements. Reference is made to the two different sets of requirements, as appropriate, in this guidance.
- 6.7 Those DefCARS pages within the ICR that are applicable to component level information depends upon how it has been priced and the contract value. Table 29 summarises the ICR requirements for component level information. Contractors should refer to Appendix 2 for further detail.

Component Pricing Method	<u>Contract value &lt; £50 million</u> (Use ICRL in DefCARS)	<u>Contract value ≥ £50 million</u> (Use ICRH in DefCARS)
Costs and profits are determined and identified separately.	ICRH information plus: • TCIF or FPA forecast (Final Payments page); and • events and circumstances (Variance Events Circumstances page); and • milestones (Milestones page).	ICRH less: • payment information (Payments page); and • output metric information (Key Deliverables page).
<u>19A.</u>	The same information as in the contract value ≥ £50 million column and in addition:         • A description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable (Variance Events Circumstances page); and         • information on delivery milestones (Milestones page).	<ul> <li>reporting of key deliverables (Key Deliverables page); and</li> <li>a quantified analysis of the causes of variance between the estimated price of the contract and the current estimated price (Variance Events Circumstances page).</li> </ul>
<u>19B(3)</u>	The same information as in the contract value ≥ £50 million         column and in addition:         • A description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable (Variance Events Circumstances page); and         • information on delivery milestones (Milestones page).	<ul> <li>reporting of key deliverables (Key Deliverables page); and</li> <li>a quantified analysis of the causes of variance between the estimated price of the contract and the current estimated price (Variance Events Circumstances page).</li> </ul>
<u>19C</u>	<u>The same information as in the</u> <u>contract value ≥ £50 million</u> <u>column and in addition:</u> <u>Information on any FPA or</u> <u>TCIF applicable; and</u>	details of the current     estimate of the price     (Variance Events     Circumstances page); and

## Table 29 – ICR requirements for component level information

	<ul> <li>a description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable (Variance Events Circumstances page); and</li> <li>information on delivery milestones (Milestones page).</li> </ul>	<ul> <li>any variance between the current estimate of the price and previous estimates of the price (Variance Events Circumstances page); and</li> <li>the reasons for the variance (Variance Events Circumstances page).</li> </ul>
<u>19E</u>	The same information as in the contract value ≥ £50 million column and in addition:         • a description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable (Variance Events Circumstances page); and         • information on delivery milestones (Milestones page).	<ul> <li>reporting of key deliverables (Key Deliverables page); and</li> <li>an annual profile of the competed rates and the volume of each rate (Actual &amp; Forecast Cost Recovery Bases); and</li> <li>a quantified analysis of the causes of variance between the previous estimated price of the contract and the current estimated price (Variance Events Circumstances page).</li> </ul>

6.56.8 To determine which ICRs are due, and when they are due, the contractor needs to consider the contract value. The value assessment for threshold purposes is undertaken by the contracting authority:

- for proposed contracts for which an assessment has been undertaken under Regulation 12(1) for a POCO adjustment, or under Regulationregulation 61 to determine whether the contract would be a QSC, at the date of the assessment or, if later, at the date on which it is proposed to enter into the contract;
- for QDCs by amendment, at the date of the amendment; or
- in all other cases, at the date the contract is entered into.
- 1.27 In the case of agreement with the Secretary of State, the first date must be no more than five years following the time of agreement to the contract for QDCs or QSCs with a value less than £50 million and no more than three years for QDCs or QSCs with a value more than £50 million. Subsequent dates for submission of ICRs before the expected contract completion date will be as agreed between the primary contractor and the Secretary of State and no more than five years (<£50 million) or three years (≥£50 million) after the previous reporting date. Where there is no agreement, reports are more frequent as per the time periods set out in the Regulations. The dates for ICRs are summarised in Table 27.

Table 27 – Reporting dates for Interim Contract Reports

6.9 The dates for contract level ICRs are summarised below. The contractor and the MOD can agree different ICR reporting dates for component level information in relation to each component. If there is no agreement to different reporting dates, then the reporting date for component level information is the same as those for the contract. Tables 30 and 31 show ICR reporting dates for contract and component level information.

<u>ICR</u>	Contract value < £50 million		Contract value < £50 million Contract v		Contract value	e_≥ £50 million
<u>reports</u>	1 <sup>st</sup> report	Later reports	1 <sup>st</sup> report	Later reports		
<b>Contract</b>	≤ 5 years from	≤ 5 years from	≤ 3 years from	≤ 3 years from		
information:	time of	previous	time of	previous		
Agreed	agreement	reporting date	agreement	reporting date		
date	-	_				
Contract	3 years after last	Each third	12 months after	Each anniversary		
information:	date of the	anniversary	last date of the			
Without	quarter of initial		quarter of initial			
agreement	reporting date		reporting date			

## Table 30 – ICR reporting dates for contract level information

## Table 31 – ICR reporting dates for component level information

ICR	Contract value < £50 million		$ue < £50 million$ Contract value $\ge £50 million$	
<u>reports</u>	<u>1<sup>st</sup> report</u>	Later reports	<u>1<sup>st</sup> report</u>	Later reports
Component information: Agreed date	<u>≤ 5 years from</u> <u>time of</u> <u>agreement</u>	<u>≤ 5 years from</u> previous reporting date	<u>≤ 3 years from</u> time of agreement	<u>≤ 3 years from</u> previous reporting date
Component information: Without agreement				

- 6.66.10 Before the contract or component completion date, the Secretary of State can request on-demand ICRs through written directions. If a date is agreed with the Secretary of State that is no more than six months after the date of receiving the written direction, then the on-demand ICR must be delivered by that date. If no such agreement is made, the on-demand ICR must be provided within two months of receiving the written direction. Paragraph 6.1824 explains how to reflect changes in the Contract Reporting Plan.
- 6.76.11 DefCARS seeks to facilitate the submission of ICRs by auto-populating the data required on several pages based on what the contractor submitted previously, either when completing the initial reports (in the case of a first ICR) or in the last ICR. The contractor must review all fields which have been auto-populated making relevant amendments or updates to the information to ensure that it is accurate for that particular submission. In the remainder of this section we explain which parts of the report are auto-populated.

## **Report Home Page**

6.86.12 The Report Home page is similar to the Report Home page in other reports. For guidance see section 4 of this document.

## Supplier

6.96.13 All the fields on the Supplier page in the ICR are the same as the fields on the Supplier page in the initial reports. <u>Contractors should refer to Table 7 for</u> guidance on how this information is reported in the initial reports as the majority of that data will be auto-populated in the first ICR and then from ICR to ICR. The supplier details are auto-populated from master data entered in the Contract Administration page of DefCARS and the contractor should check this for accuracy. The contractor's Administration User will have access to the master data and can update this record at any time. The supplier details fields in the ICR are not read only and can be amended in the report.

6.106.14 The individual completing the report should discuss any changes they make to supplier details in the ICR with their Administration User. This is so that the Administration User can make the same changes to the master data record to keep both sets of data consistent. This will also ensure that the correct supplier details are auto-populated in future reports.

## **Report Submission Administration**

- 6.116.15 The contractor is required by regulation 22(2)(b) to provide the date that the report is due. <u>Contractors should refer to Table 8 for guidance on how this information is reported in the initial reports as the majority of that data will be autopopulated in the first ICR and then from ICR to ICR. DefCARS assists selection of the correct due date by providing the following options in a drop-down list.</u>
  - A list of regular statutory reports and associated due dates from the latest submitted CRP;
  - Other regular statutory reports select date as report due date not reflected in the latest submitted CRP;
  - A list of on-demand reports and associated due dates from the latest submitted CRP; and
  - •Other on-demand reports select date as report due date not reflected in the latest submitted CRP.

6.126.16 The contractor must enter the date the report is due in the 'Date this report is required by' field. This date should be the same as the ICR due date that was reported within the CRP. If a different date is entered without explanation, then this is likely to result in a query from the SSRO or the MOD. DefCARS will automatically record the date that the report is submitted as well as the details of the user that submitted the report. If the report being submitted is included in the latest submitted CRP, the contractor should select the relevant report from the drop-down list. If the reporting plan does not include the relevant report the contractor should select the due date from the calendar. When a contractor selects one of the 'Other' options the following warning will be displayed – 'You are submitting a report which is not reflected in the Contract Reporting Plan prior to submitting this report'. The CRP can be updated by submitting:

 a correction to an existing CRP (if the original reporting plan was incorrect); or

- • an on-demand CRP (if there are new reporting requirements, see Chapter 9).
- 6.136.17 If the CRP is updated, the revised dates will be reflected in the drop-down list within the 'date this report is due' field.
- 6.146.18 The contact details of contractor and MOD staff involved in the contract are shown on this page and are auto-populated from the initial reports or a previous ICR and should be checked for accuracy. If there has been a change in staff from those identified in an earlier report then the new staff details should be reported. This page is required for component level information where it is different to that reported for the contract.

## Contract

- 6.19 All contract details are auto-populated from the initial reports or a previous ICR and should be checked for accuracy. When reporting component level information, this only needs to be provided when it is different to that identified for the contract. Contractors should refer to Table 9 for guidance on how this information is reported in the initial reports as the majority of that data will be auto-populated in the first ICR and then from ICR to ICR.
- 6.20 The contract type will be auto-populated in a ICR from the data provided in the initial reports. Where this has been reported in error a correction should be made to the initial report submission. Where the contract type in a contract level report is QDC or QDC by amendment, the contractor should only select QDC when reporting component level information. Where the contract type is QSC in a contract level report the contractor should select QSC when reporting component level information.
- 6.156.21 The 'Date contract became a QDC/QSC' field is explained in Table 79 of Section 4 of the CIR. The 'Date contract became a QDC/QSC' field is populated by DefCARS in the initial reports and carried forward in future reports. <u>The same</u> <u>principle will apply where component level information is being provided.</u> The date is read only in the ICR and cannot be changed in this report.
- 6.166.22 A contractor can amend the 'Date contract became a QDC/QSC' field. This should only be done where a mistake was made on the Contract page in the initial report submission. This is done by creating a correction to the last submitted initial report and amending either the 'Date contract entered into' or 'Latest pricing amendment date' field, whichever date was incorrect. The corrected data will then flow through to an ICR which is started after the correction has been submitted. Annual profiles in later pages start from the date in this field (i.e. the date the contract became a QDC or QSC) and end at the contract completion date. The contract type should not be changed from that reported in the initial reports. If an error was made on the initial report then a correction to that report should be made.
- 6.176.23 The 'Contract or component Completion Date' may change, due to:
  - a change in circumstances which impact the completion of all obligations entitling the contractor to final payment under the contract;
    - An amendment to the contract; or component; or
    - Termination of the contract or component.

- 6.186.24 There is more detailed guidance on contract completion date changes in Chapter 3. A changed Contract Completion Date will affect the due dates of the CCR and CCS and may change the number and timing of QCRs and ICRs. The MOD may direct the submission of an on-demand Contract Reporting Plan, to ensure the updated Contract Completion Date and changed reporting requirements are recorded, or the contractor may agree to provide an on-demand Contract Reporting Plan without written direction (Regulation 24(2)(c)). Chapter 9 of this guidance explains how a contractor can submit an on-demand Contract Reporting Plan. The contractor should enter the new Contract Completion Date in the relevant field on the Contract page in the on-demand Contract Reporting Plan (see Table 79 in the CIR section). DefCARS will recalculate the due dates of ICRs as a result of the revised Contract <u>or component</u> Completion Date. When a new ICR is generated by DefCARS, it will reflect the revised Contract Completion Date and have the correct number of years for which the required information should be provided.
- 6.196.25 If there has been an amendment during the reporting period which has resulted in a change to the contract price, the MOD may direct the submission of an on-demand Contract Pricing Statement (CPS), or the contractor may provide this report without written direction (regulation 24(2)(c)... Chapter 9 of this guidance explains how a contractor can submit an on-demand CPS. Where applicable, the contractor should submit any on-demand CPS prior to completing the ICR and ensure the pricing information is consistent in both reports. When the ICR is being completed the contractor should complete or update the 'Latest Pricing Amendment' fields. If there has been more than one pricing amendment during the period covered by the report, contractors should enter details for the latest time of agreement.
- 6.26 Where it is known, the contractor must report the contract or component value which has been determined under Regulation 5. This data field will be auto-populated with the data submitted in the initial reports.

## **Pricing Method Breakdown**

- 6.206.27 Information on this page is auto-populated and the contractor should check this for accuracy. A pricing amendment may mean that the contract price has changed. Where this is the case, the <u>contractor should consider whether they need</u> to submit an on-demand CPS and on-demand CRP ahead of the ICR submission to reflect this change. The contract or component price should be allocated to the relevant <u>contract</u> pricing methods which now apply to the contract <u>or component</u> if the amount of the price resulting from each method is known. If the price associated with each <u>contract</u> pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the <u>total contract or</u> <u>component</u> price reflected on this page matches that reported on the Contract page.
- 6.216.28 The guidance below explains the information that is required to submit an ICR (Lower Value). The ICR (Higher Value) does not require information on subcontracts, final payments and milestones as this information is collected in QCRs as explained in Section 5. These three pages will not be visible in a higher value ICR in DefCARS.
- 6.226.29 Regulation 27 requires the following breakdown of costs by Defined Pricing Structure:
  - a) an annual profile of any estimated costs at the time of agreement (when the contract was entered into or at the latest pricing amendment);

- b) the total amount of those Allowable Costs which are non-recurring. Here, the contractor can report any one-off costs that are included in the contract price and explain what these relate to; and
- c) an annual profile of the costs already incurred and the forecast costs which are expected to be incurred.

## **DPS Inputs**

- 6.30 The contractor is not required to provide information about DPS inputs where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 6.236.31 DefCARS carries forward the DPS lines from the Contract Reporting Plan to the ICR. All the DPS lines provided at the time of completing the CRP in DefCARS will have a tick against them on this page. The contractor should not change the DPS lines unless there is a clear reason to do so, as it is important to maintain comparability. A situation in which the contractor may need to change the DPS lines is where there has been a pricing amendment that changes the requirement in some way.
- 6.246.32 DefCARS facilitates the addition of new lines to the initially reported DPS structure should this be required. The contractor should tick the new lines on this page. Alternatively, if the DPS originally submitted in the CRP was incorrect, then the CRP should be corrected and re-submitted to rectify this before the ICR is started so that the changes will flow through to this report. Any change in DPS should be agreed with the MOD before being reported. There is more detailed guidance on the DPS in Section 4.

## DPS Input Values (Total Allowable Costs, excluding risk contingency, at the latest time of agreement)

- 6.33 The contractor is not required to provide information about DPS input values where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 6.256.34 This page is intended to assist contractors to provide the required annual profile of costs. The information on this page is auto-populated from the latest Contract Notification Report (in the case of a first ICR) or the last ICR. The contractor should check this information for accuracy. The DPS lines which have been selected are displayed. Those cells which require costs (£ million to three decimal places) to be entered will be white. Grey cells will auto-populate based on data entered in the white cells. When there has been a pricing amendment since the initial reports or between ICRs the analysis needs to be updated to reflect the estimate of Allowable Costs excluding risk contingency at the latest time of agreement. The latest time of agreement will either be when the contract was entered into or the date it was amended (if the contract became a QDC by amendment), or the date of the most recent price re-determination following a pricing amendment.

- 1.28 DefCARS does not facilitate, via standard fields, the reporting of an annual profile for any years prior to the contract becoming a QDC or QSC. In circumstances where there are costs prior to the date a contract became a QDC or QSC (Table 7 of Section 4 of the CIR guidance) then the contractor should:
  - a) add the costs as total amounts in the 'not profiled' column; and
  - b) provide a supporting spreadsheet setting out the annual profile for the earlier period.
- 6.266.35 The not-profiled amounts can be reported by DPS line or through the addition of an 'Other' line on the DPS Input page. The contractor should also reflect in the final column any of the total amount which is non-recurring expenditure included in the Allowable Costs. The sum of each column will be displayed in the top row as the cost lines are populated.

### Summary Analysis of Price (price at the latest time of agreement)

- <u>6.36</u> The contractor is <u>not</u> required by Regulation 27(4)(c-e) to provide information about the <u>summary analysis of price where the price of a contract or component is</u> <u>determined entirely where costs are indistinguishable from profits. When reporting</u> <u>component level information, this only needs to be provided when it is different to</u> <u>that identified for the contract.</u>
- 6.276.37 The contractor is required by to provide information about the contract or component price. This page in DefCARS pulls all these requirements together. price. This page in DefCARS pulls all these requirements together. The contractor should check that the information included on this page summarises the contract or component price at the latest time of agreement (which may have moved forward in time due to a pricing amendment). The price may be the original price reported in the Contract Pricing Statement or, in the event that there has been an amendment during the reporting period which has resulted in a change to the contract price, the new price. The price should reflect the most recent pricing amendment at the reporting date. The data status flags on this page are set to Priced Estimate. The 'Cost breakdown by DPS line' (profiled on the previous page) is auto-populated from the information provided on the DPS Input Values page.
- 6.286.38 The risk contingency element and profit (including and excluding any incentive adjustment) will be auto-populated from the initial reports in the first ICR submitted for the contract-<u>or component</u>. The amounts for risk contingency and profit will then be auto-populated in each ICR from the most recent previously submitted ICR. The contractor will need to check in each case that the amounts are correct and make any amendments.
- 6.296.39 If the contractor is of the view that an annual profile of risk contingency or profit cannot be provided, then a total amount can be reported in the 'not profiled' column. If an annual profile was included in a previous report, the contractor should still report annually. Totals by financial year and by line should be checked by the contractor to ensure they are correct. Figures should be entered in £ millions, to three decimal places. The guidance in Table 2832 assumes than an annual profile can be provided.

Table 32 – Summary Analysis of Price data input

Data required	Guidance
Cost breakdown by Defined Pricing Structure	The Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the DPS Input Values page. This will be shown in £ millions to three decimal places. The contractor should ensure that each annual amount and the total are correct.
Table 28	
Risk / Contingency Element within the Allowable Costs	The contractor is required to provide an annual profile of risk contingency included in the Allowable Costs within the latest agreed contract or component price. The contractor can provide the annual profile on this page. The profile can be entered by selecting the green icon and deleted by selecting the red icon. If the contractor believes it is not possible to express the risk contingency in an annual profile, the contractor must provide the total amount of the risk contingency. The contractor can enter this amount in the 'not profiled' column. The total and the percentage of total cost will be calculated by DefCARS. This should be entered in £ millions to three decimal places.
Subtotal Cost	This amount is calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this line agrees to the total Allowable Costs in the latest agreed contract or component price.
Profit (excluding incentive adjustment)	The contractor is required to provide an annual profile of planned amounts of profit (excluding the maximum amount due to any incentive adjustment -included in the contract or component profit rate) or if this is not possible the total amount (in the 'not profiled' column) included within the latest agreed contract or component price. The total and the percentage of total profit excluding the incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract or component price (excluding profit arising from an incentive adjustment) is calculated by DefCARS based on the figures reported in the third and fourth rows of the table.

Maximum Profit arising from Incentive Adjustment	The contractor is required to provide the annual profile of the maximum profit that could arise due to any incentive adjustment included in the contract or component profit rate or if this is not possible the total amount (in the 'not profiled' column). In either case, the amounts entered should be in £ millions to three decimal places. The profile can be entered by selecting the green icon and deleted by selecting the red icon. The approach should be consistent for the risk contingency and the planned profit. If there is no incentive adjustment, then the contractor should confirm this by entering a '0' numerical value in each year. If an incentive adjustment was reported in the CPS, this row should not total to zero. The total amount of incentive adjustment and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS.
Total Contract Price (including incentive adjustment)	The total contract or component price is calculated by DefCARS based on the figures entered in the table. Contractors should check that this line agrees to the total latest agreed contract or component price and corresponds to the contract or component price entered on the Contract page. By selecting 'Save' and 'Validate' on this page the contractor will be able to determine if the figures agree. Completion of this profile establishes a new baseline (if the contract or component price has changed) against which variances can be reported.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

## Actual & Forecast DPS Input Values (expected Allowable Costs excluding risk contingency)

- 6.40 The contractor is required by Regulation 27(4)(h) The contractor is not required to provide information about actual and forecast DPS input values where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 6.306.41 The contractor is required— to report an annual profile of the Allowable Costs (excluding risk contingency element) already incurred and the forecast costs which are expected to be incurred, or a combination of both, to the contract <u>or component</u> completion date. Any non-recurring expenditure must also be identified. If non-recurring expenditure was included in the DPS Input Values page it should also be included in this analysis.

- 6.316.42 This page will be blank if the contractor is completing their first ICR. For subsequent ICRs any final actual costs previously reported will be auto-populated within the relevant year. The same DPS lines selected on the DPS Input Values page will appear on this page. Actual and forecast costs should be in £ million to three decimal places.
- 6.326.43 For each financial year, the contractor must indicate whether the Allowable Costs have been incurred, are forecast, or a combination of both by using the dropdown menu at the top of the table to update the cost status. The cost categories used by the SSRO to allow contractors to meet this requirement are:
  - 'Final Actual': the contractor considers the costs to be final actual costs that will not change (for example, where cost recovery rates have been agreed with the MOD).
  - 'Provisional Actual': the contractor considers the costs to be provisional actual costs (for example, where cost recovery rates are to be agreed with the MOD and therefore may be subject to change).
  - 'Actual & Forecast': a combination of forecast and actual costs which may be relevant to ICRs where the contractor is reporting mid-financial year (for example, an ICR reported as at the end of September may consider costs incurred in Q1 and Q2 of that year to be actual (provisional or final) and Q3 and Q4 costs are forecast).
  - 'Forecast': costs which are forecast (in other words, the costs expected in a future financial year).
- 1.29 If the contract became a QDC by amendment or the contract became a QDC or QSC following an amendment and rescission of a previous contract and there are costs prior to the amendment, the contractor should provide an annual profile of these in a separate spreadsheet (if these were not attached to a previous report or page) and include the total of these type of costs in the 'not profiled' column provided in DefCARS along with any supporting comments. The costs should be provided in a way that enables a meaningful comparison between the 'DPS Input Values' and the 'Actual and Forecast DPS Input Values'.
- 6.336.44 If new cost descriptor lines are required on the Actual and Forecast Analysis DPS Input Values page, then the contractor should add these in the DPS Input page once the change in structure has been agreed with the MOD and enter a '0' <u>numerical</u> value in each column of the new row in the DPS Input Values page. These extra lines will then be carried forward to the Actual & Forecast Analysis DPS Input Values page where an annual profile can be provided.
- 6.45 The Regulations permit up to 5 per cent of actual costs to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide actual costs and when the actual costs will be available. This information must be resubmitted via a correction report when the actuals become available.

## Actual & Forecast Price Summary

- 6.46 The contractor is not required to provide an actual and forecast price summary where the price of a contract or component is determined entirely where costs are indistinguishable from profits. When reporting component level information, this only needs to be provided when it is different to that identified for the contract.
- 6.346.47 The actual and forecast Allowable Costs (excluding risk contingency) from the previous page will be auto-populated in the 'Total Actual & Forecast Allowable Costs by DPS' row of this profile. The contractor should check this information for accuracy. The cost categories at the top of the page will be pre-populated from the Actual & Forecast DPS Input Values page. The contractor may provide an annual profile of any risk contingency included in the total Allowable Costs and profit across the contractual years. This profile is not auto-populated from previous reports.

6.356.48 If the contractor is of the view that an annual profile of risk contingency cannot be provided, then a total amount can be reported in the 'not profiled' column. If it has been possible to provide an annual profile of this on the Summary Analysis of Price page, then the contractor should provide an annual profile on this page. The guidance in Table 2933 assumes that an annual profile can be provided. Contractors should check the year and line totals are correct and match the expected contract\_or <u>component</u> price.

6.49 The Regulations permit up to 5 per cent of actual price to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide the actual price and when the actual price will be available. This information must be resubmitted via a correction report when the actuals become available.

Table 33 – Actual and Forecast Price Summary data input

<u>Guidance</u>

Table 29

#### - Actual and Forecast Price Summary data input

Data required	Guidance
Cost breakdown by Defined Pricing Structure	The actual and forecast Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the Actual & Forecast DPS Input Values. This will be shown in £ millions to three decimal places. The contractor should check to ensure that the profile accurately reflects their latest estimate of the Allowable Costs (excluding risk contingency) to deliver the contract to completion.
Risk / Contingency Element within the Allowable Costs	The contractor is required by Regulation 27(4)(g) to provide the actual and forecast annual profile of any risk contingency element or, if this is not possible, the total amount. If there has been an increase in the risk contingency element of the Allowable Costs or if expected risk contingency included in the agreed price has not been utilised the contractor may wish to explain the reasons for this. The total and the percentage of total cost will be calculated by DefCARS.

Data required	Guidance
	Annual profiles are added by clicking the green icon to the left of the row description. Clicking the green icon will bring up the 'Update Price Summary Value' window where the annual profiles can be entered in the fields provided and then saved by clicking the 'Update' button at the bottom of the window. Profiles can be deleted by selecting the red cross icon. Annual profiles should be entered in £ millions to three decimal places.
Subtotal Cost	The actual and forecast costs are calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this is the total forecast Allowable Costs in the latest estimate of the contract price.
Profit (excluding incentive adjustment)	The contractor is required by Regulation $27(4)(g)$ to provide the annual profile of profit (excluding the amount due to any incentive adjustment (Step 5)) within the forecast contract price or, if this is not possible, to report this as a total amount in the 'not profiled' column. Total profit and the percentage of total cost excluding any incentive adjustment will be calculated by DefCARS from the data entered by the contractor and should be checked. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract price (excluding any profit for an incentive adjustment) is calculated by DefCARS based on the first, third and fourth rows in the table.
Expected maximum profit arising from incentive adjustment	The contractor is required by Regulation 27(4)(g) to provide the annual profile of maximum profit that could arise due to an incentive adjustment (Step 5) within the forecast contract price or, if this is not possible, report this as a total amount in the 'not profiled' column. This total and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (including incentive adjustment)	The total contract price is calculated by DefCARS from the figures in the table. Contractors should check that this line agrees to the total forecast contract price by year and in total.

Data required	Guidanco
<u>Cost breakdown by Defined</u> <u>Pricing Structure</u>	The actual and forecast Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the Actual & Forecast DPS Input Values. This will be shown in £ millions to three decimal places. The contractor should check to ensure that the profile accurately reflects their latest estimate of the Allowable Costs (excluding risk contingency) to deliver the contract or component to completion.
Risk / Contingency Element within the Allowable Costs	The contractor is required to provide the actual and forecast annual profile of any risk contingency element or, if this is not possible, the total amount. If there has been an increase in the risk contingency element of the Allowable Costs or if expected risk contingency included in the agreed price has not been utilised the contractor may wish to explain the reasons for this. The total and the percentage of total cost will be calculated by DefCARS.
	Annual profiles are added by clicking the green icon to the left of the row description. Clicking the green icon will bring up the 'Update Price Summary Value' window where the annual profiles can be entered in the fields provided and then saved by clicking the 'Update' button at the bottom of the window. Profiles can be deleted by selecting the red cross icon. Annual profiles should be entered in £ millions to three decimal places.
Subtotal Cost	The actual and forecast costs are calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this is the total forecast Allowable Costs in the latest estimate of the contract or component price.
Profit (excluding incentive adjustment)	The contractor is required- to provide the annual profile of profit (excluding the amount due to any incentive adjustment) within the forecast price or, if this is not possible, to report this as a total amount in the 'not profiled' column. Total profit and the percentage of total cost excluding any incentive adjustment will be calculated by DefCARS from the data entered by the contractor and should be checked. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract or component price (excluding any profit for an incentive adjustment) is calculated by DefCARS based on the first, third and fourth rows in the table.

Data required	Guidance
Expected maximum profit arising	The contractor is required- to provide the annual profile of
from incentive adjustment	maximum profit that could arise due to an incentive adjustment within the forecast price or, if this is not possible, report this as a total amount in the 'not profiled' column. This total and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three
	decimal places.
Total Contract Price (including incentive adjustment)	The total contract price is calculated by DefCARS from the figures in the table. Contractors should check that this line agrees to the total forecast contract or component price by year and in total.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

## Variance, events and circumstances

6.50 Regulation 27(4)(i) requires The contractor is not required to provide an analysis of the causes of cost variances where the price of a contract or component is determined entirely where costs are indistinguishable from profits. Instead, they will be required to report on this page:

(a) the current estimate of the price; and

(b) details of any variance between the current estimate of the price and previous estimates in the price and the reasons for that variance.

6.51 When reporting component level information about cost variance, events and circumstances, this only needs to be provided when it is different to that identified for the contract.

- 6.366.52 Where they are required to and where costs and profits are distinguishable, contractors tomust report a quantified analysis of the causes of variance between any estimated costs used to determine the contract or component price and the total actual and forecast costs. The analysis must explain not less than 90 percent of the total variance. DefCARS will calculate the variance and provides the facility for the contractor to add lines to explain the causes of variance. The contractor should determine how many individual lines they need to be able to explain the causes of that variance.
- 6.376.53 For lower value ICRs, where the contract value is less than £50 million, contractors must also consider Regulation 27(5)(b), which requires the contractor to provide a description of any event that has occurred, or circumstances which have arisen, since the contract was entered into, that have had or are likely to have a material effect in relation to the contract or component.

6.386.54 The Regulations do not define events and circumstances, but contractors may find that section 26 of the Act provides a useful reference point to assist in determining whether an event or circumstance has a material effect on a contract-or <u>component.</u> Section 26(3) of the Act confirms that events and circumstances have a "material effect" if they have a material effect in relation to any of the following:

- the contractor's costs;
- the total price payable to the contractor; or
- the contractor's ability to perform a material obligation of the contractor <u>component</u>.

6.396.55 DefCARS brings both these requirements (to report causes of variance and, events and circumstances and price variances for alternative pricing methods where costs and profit are indistinguishable) together in the lower value ICR in a single report page as an event or circumstance might be a cause of variance, and price variances for alternative pricing methods where costs and profit are indistinguishable. The higher value ICR only requires a quantified analysis of the cause of variance as set out in Regulation 27(4)(i). In the higher value ICR, the contractor needs to provide a description of the cause of variance and enter the total amount in £ million associated with that description. DefCARS will calculate the % of total variance explained and the % of the total planned cost. Table 3034 provides detailed guidance on how to report variance, events and circumstance in a lower value ICR.

6.406.56 Consider an example of a TCIF contract for maintenance of equipment. In the carrying out of the maintenance the equipment is found to be in a worse condition than estimated when the contract price was agreed and additional work is required. This is likely to have a material effect, impacting the costs of providing the maintenance and potentially the price as well. The contractor in this case would have to consider how to report this event and the circumstances associated with it in a meaningful way along with quantification of any variance which should be reported.

## Table 3034 – Variance, events or circumstances (ICR – Lower Value)

Data required	Guidance
Title of variance, event or circumstance (ICRL only)	The contractor should provide a short title to describe the cause of variance it is reporting. The cause of variance may be related to or unrelated to the event or circumstance.
Is this being reported as a cause of variance, or an event/circumstance or both? (ICRL only)	When the contractor is categorising what they are reporting they should select 'Cause of Variance', 'Event or Circumstance' or 'Both'. Based on this selection, DefCARS will identify the fields that should be completed.
Brief description of event or circumstance or cause of variance	<ul> <li>Where the contractor has selected 'Cause of Variance' they should describe a cause of variance which they will report a variance against. The fields that relate to reporting of events and circumstances will not be editable. The contractor should enter the amount of variance in £ million relating to this 'Cause of Variance' in the last field in the pop-up window.</li> <li>Where the contractor has selected 'Event or Circumstance' their description should explain the event or circumstance they are reporting. When just reporting an 'Event or Circumstance', fields that relate to a cause of variance will not be editable and therefore no amount of variance will be calculated.</li> <li>Where 'Both' is selected, the contractor should describe the cause of variance and the event or circumstance.</li> </ul>
Date recognised <u>(ICRL only)</u>	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm the date when they became aware of the event or <u>circumstance arose</u> but when the contractor became aware of the event or <u>circumstance</u> . The date is not when the event or circumstance arose but when the contractor became aware of the event or circumstance.
Allowed for in Priced Risk Contingency? <u>(ICRL only)</u>	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the <del>contract</del> price or select 'No' if not covered.

Data required	Guidance
The effect the cause of variance, event or circumstance has had on the costs already incurred (£m) (ICRL only)	<ul> <li>If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract or component, then they should enter a cost (in £ million to three decimal places) which represents the effect that the event or circumstance has had on costs already incurred. If a contractor is reporting a variance they can also include figures in this field.</li> <li>For example, assume that: <ul> <li>the contractor's original Allowable Costs were £100 million;</li> <li>the total forecast Allowable Costs are now £130 million;</li> <li>the variance of £30 million is made up of £10 million of Allowable Costs already incurred and £20 million</li> </ul> </li> </ul>
	In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.
The forecast effect that the cause of variance, event or circumstance will have on the forecast costs which it is expected will be incurred (£m) (ICRL only)	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should enter a cost (in $\pounds$ million to three decimal places) which represents the forecast effect that the event or circumstances will have on the forecast costs which it is expected will be incurred. If a contractor is reporting a variance they can also include figures in this field.
	In the example used in the row above, the contractor is asked to identify how much of the $\pounds$ 30 million variance relates to the forecast costs they are reporting. In this example, the contractor would enter $\pounds$ 20 million in this field. The contractor should enter zero if there has been no financial effect.
Has this caused a variance between any estimated costs used to determine the contract price and total actual and forecast costs? <u>(ICRL only)</u>	This field records whether any costs reported are used in the variance analysis. This field is not editable and is populated automatically depending on what the contractor is reporting. Where 'Cause of Variance' or 'Both' is selected then this field will be auto-populated with 'Yes', and where only an 'Event or Circumstance' is selected it will be auto-populated with 'No'. Where a contractor has selected 'Both' a 'Calculate' button will be visible, and a contractor should select 'Calculate' if they wish the financial figures in the previous two fields to be used as part of the variance analysis.

Data required	Guidance
Amount of Variance (£m)	If the contractor selected the 'Calculate' button the amount of variance will be auto-populated and should be checked for accuracy. The calculated figure can be over-written by the contractor if they want to report a different financial amount against their cause of variance.
% of total variance	This field is calculated by DefCARS and reflects how much of the total variance has been accounted for in this row which the contractor has completed. The variance percentage explained in all the rows is shown at the bottom of the list and must be not less than 90 per cent.
% of total planned cost	This field is calculated by DefCARS and reflects the amount of the variance explained in this row which the contractor has completed as a percentage of the total estimated Allowable Costs (including risk contingency).
The contractor may provide any other information relevant to the data on this page using the	

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

## Cost Recovery Bases (used to estimate the Allowable Costs at the latest time of agreement)

- <u>6.57</u> Regulation 27(4)(f) requires <u>At the contract level, the breakdown should set out the</u> <u>total cost recovery bases where these are applicable. This page need not be</u> <u>completed where:</u>
  - the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits, except in the case of the regulation 19E CRUV alternative pricing method where cost recovery bases means competed rates;
  - the cost recovery base information at the component level relates to a contract entered into before 1<sup>st</sup> April 2024.
- 6.416.58 Where applicable, the contractor must provide an annual profile of the estimated amount of each cost recovery base set out in the Contract Reporting PlanCRP. This page and the next page allow the contractor to fulfil this requirement. The recovery base and recovery base units and volumes are auto-populated by DefCARS based on those reported in the initial reports (Cost Recovery Rates page) or previous ICR in the Cost Recovery Bases page. If there has been an amendment to the contract which results in new cost recovery rates, bases and volumes, and where there is no requirement for an on-demand Contract Reporting PlanCRP, the contractor can add new cost recovery bases and recovery base units if required by clicking the blue icon on this page.

## Actual & Forecast Cost Recovery Bases

6.59 At the contract level, the breakdown should set out the total cost recovery bases where these are applicable. This page need not be completed where:

- the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits, except in the case of the regulation 19E CRUV alternative pricing method where cost recovery bases means competed rates.
- the cost recovery base information at the component level relates to a contract entered into before 1st April 2024.
- 6.426.60 The name of the cost recovery rate and the recovery base units are autopopulated onto this page from the Cost Recovery Bases page. The named rate is that which is applied to the base whose data is being reported. The contractor must provide the actual and forecast volumes for each year and select the cost status category from the drop-down list, confirming the cost status using the four categories in paragraph 6.3343. Any years where volumes were confirmed as 'Final Actuals' in a previous ICR will be auto-populated. The contractor should check all information on this page for accuracy and explain any differences between the volumes reported in this page and the previous page and if volumes have been included in the 'not profiled' column. If the contractor does not explain such differences, this may lead to compliance queries.
- 6.61 The Regulations permit up to 5 per cent of actual recovery base volumes to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide actual recovery base volumes and when the actual recovery base volumes will be available. This information must be resubmitted via a correction report when the actuals become available.

## Sub-contracts (Lower Value ICR only)

6.62 This page is not applicable at component level. At contract level, it also need not be completed where the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits.

6.436.63 The contractor is asked to positively confirm whether there are any actual or intended sub-contracts valued at not less than £1 million using the grey 'Yes'/'No' buttons. The information provided in the Contract Notification ReportCNR on sub-contracts is auto-populated in the ICR. The contractor should check whether the information is correct for the submission in question (including the total value of all sub-contracts). Sub-contracts can be added by clicking on the blue + icon, can be edited using the green icon and can be deleted using the red icon. The contractor should update the information on this page to:

- provide updated information about a sub-contract reported previously;
- report a new contract; or
- provide details of a new sub-contract valued at £1 million or more.

6.446.64 Changes made to this page will carry through to subsequent ICR submissions. The same sub-contract thresholds apply as for other reports. DefCARS provides the facility for the contractor to indicate if there are no sub-contracts which meet the thresholds for reporting. This can be done in the comments box at the top of the page. If there are no sub-contracts for which details need to be provided, then the contractor should make this clear, to avoid follow-up compliance queries.

## **Payments**

- 6.65 This page is only required at contract level, except where the previously agreed alternative pricing method has been used in which case it is not required at all.
- 6.456.66 In the ICR, the contractor is required by Regulation 27(4)(j) to provide a list of all MOD payments exceeding £100,000 or 1 percent of the contract value (whichever is greater) that have been or are expected to be made under the contract. The information reported in the Contract Notification Report (where the contractor reported payments it expected to be made by the Secretary of State under the contract) or in a previous ICR is auto-populated on this page and the contractor should check that it is correct. The information collected in DefCARS is explained in Table 3435. Contractors who have a QSC are not required to report information on payments.

### Table 3135 – Payments Information

Data required	Guidance
Significant MOD payments (Yes/No)	The contractor is asked to confirm if there are any significant payments by selecting Yes or No. A significant payment is one that exceeds £100,000 or 1 per cent of the contract price, whichever is greater. When Yes is selected, the contractor should provide data in the fields below. Selecting No will hide the 'significant individual payments' data entry fields that are described in the 'list of significant individual MOD payments' section of this table.
List of significant individual M	OD payments
Contracted Date	For each payment, include the date on which the payment is expected to fall due.
Actual/Expected Date	For each payment, include the actual or expected payment date.
Currency	As required by the contract, select the appropriate currency in which the contractor expects the Secretary of State to make payments. The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Amount	For each payment, include the amount or expected amount of each payment in million (any currency) to three decimal places.
Annual profile summarising all	contracted payments
Currency	State the currency in which the contract specifies the Secretary of State is to make payments. The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Annual profile	Provide an annual profile of all such payments the contractor requires the Secretary of State to make, in the required

Data required	Guidance
	currency. Amounts must exclude any final adjustment/ settlements and should be stated in millions to three decimal points. At the end of each row DefCARS automatically provides a total field to assist contractors with checking the data provided.
The contractor may provide any other information relevant to the data on this page using the	

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

## Key deliverables

- 6.67 Where there are components in a contract, the contractor must provide a description of which component(s) the deliverables relate to.
- 6.68 Where the contract or component has been priced using the alternative pricing method under regulation 19A (commercial price) or regulation 19B(3) (prices determined in accordance with other law) the estimated quantum of the key deliverables need not be expressed using the output metrics set out in the CRP, nor are output metrics required for component level information where the default pricing method is used. For a contract or component where the contract price is determined under regulation 19C previously agreed price, the key deliverables page need not be completed.
- 6.466.69 The information on this page is auto-populated from the data provided in the Contract Notification Report or previous ICR and the contractor should check this information for accuracy.reflect any changes in this information. Where required, the contractor should report the estimated quantum of deliverables at the reporting date and not the estimate at the time of agreement. Where there is no requirement for an on-demand Contract Reporting Plan, contractors can add, amend or remove deliverables and output metrics included in previous reports.

## **Final payments**

- 6.70 The contractor is not required to provide information about final payments where the price of a contract or component is determined under the regulation 19A Commercial Pricing, 19B(3) prices determined by another law, or the 19E CRUV alternative pricing methods.
- 6.476.71 The ICR must contain a forecast target cost incentive fee (TCIF) adjustment (see Regulation 15) or any final price adjustment (see Regulation 16) which the contractor expects to make. The final price adjustment only applies to contracts priced using the firm, fixed and volume-driven pricing methods. The contractor should report a <u>numerical</u> value of '0' in each field if there is no TCIF or final price adjustment. The contractor should enter the amount of any positive (due to the contractor) or negative (due to the MOD) adjustment for any of the following payment types with any explanation which is necessary:
  - Protection from Excess Profits and Losses (PEPL), known as the Final Price Adjustment (FPA);
  - Target Cost Incentive Fee (TCIF) adjustment;
  - Incentive adjustment; and

- Other key performance indicators (KPIs).
- 6.486.72 All figures should be entered in £ million, to three decimal places. This section will be auto-populated from the data provided in the previous submitted ICR.

### Milestones

6.496.73 The information on this page is auto-populated from the data provided in the Contract Notification Report or the latest submitted ICR and should be checked for accuracy with any amendments made where they are required.

# 7 Completion of a contract – Contract and Component Completion Report (CCR & Comp CR)

- 7.1 Before completing the Contract Completion Report (CCR) <u>or Component Completion</u> <u>Report (Comp CR)</u> for the first time, contractors should familiarise themselves with <u>Regulationregulation</u> 22 (General Requirements) and <u>Regulation)</u>, regulation 27A (Component Completion Report) and regulation 28 (Contract Completion Report). <u>When submitting a Comp CR, contractors should use the existing CCR functionality</u> to do so.
- 7.4<u>7.2</u> Contractors should also read and familiarise themselves with paragraphs 7.3<u>6</u> and 7.4<u>7</u>, which provide guidance on auto-population of the CCR. In this guidance we indicate, based on the pricing approach adopted for the contract or component, which individual DefCARS pages within reports or parts of pages need to be completed. Paragraphs 3.3 3.14 provide details on pricing approaches that lead to the creation of components within contracts. Contractors will need to understand whether components were created when entering into the contract or through a subsequent contract amendment, for which separate component level information will be required. Contractors should review Appendix 2 before reading this chapter to understand which parts of the CCR or Comp CR are applicable to their contract or component.
- 7.3 The reporting requirements for contracts and components using alternative pricing methods where costs and profits are indistinguishable are different to those for contracts or components which use the default pricing methods or alternative pricing methods in respect of which costs and profits are distinguishable (see Table 36).

Component Pricing Method	Information required (Use CCR in DefCARS)
Costs and profits are determined and identified separately.	Complete all pages in the CCR.
<u>19A.</u>	Reporting of key deliverables including quantum of deliverables; a guantified analysis of the causes of variance between the estimated price of the contract and the current estimated price; a list of all payments exceeding the greater of £100,000 or 1% of the contract price; description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable; information on delivery milestones; and information on any component completion report provided (contract level only).

Table 36 – CCR and Comp CR requirements

<u>19B(3)</u>	Reporting of key deliverables including quantum of deliverables; a quantified analysis of the causes of variance between the estimated price of the contract and the current estimated price; a list of all payments exceeding the greater of £100,000 or 1% of the contract price; description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable; and information on delivery milestones; and information on any component completion report provided (contract level only).
<u>19C</u>	Reporting of key deliverables including quantum of deliverables; an annual profile of any estimated costs for the contract or component (split by the defined pricing structure); an annual profile of the estimated amount of each cost recovery base set out in the contract reporting plan at the time of agreement; an annual profile of the actual costs (split by the defined pricing structure); an annual profile of the actual amount of each cost recovery base set out in the contract reporting plan; a quantified analysis of the causes of variance between the estimated price of the contract and the current estimated price; description of any events or circumstances that have had or are likely to have a material effect in relation to the contract price payable; information on any TCIF or FPA applicable; information on delivery milestones; a list of all payments exceeding the greater of £100,000 or 1% of the contract price; and information on any component completion report provided (contract level only).
<u>19E</u>	<u>CCR as usual, except that cost recovery base information is</u> <u>substituted for competed rate information and no annual profiles of</u> <u>the estimated and actual costs (split by the defined pricing</u> <u>structure); no information on FPA or TCIF is applicable; and</u> <u>information on any component completion report provided (contract</u> <u>level only).</u>

7.27.4 A CCR must be submitted within six months after the contract completion date of the qualifying defence contract. Regulation 4 specifies that the <u>The</u> 'contract completion date' is:

a) the date described in the contract as the contract completion date; or

- b)a) if no such date is described in the contract, the date on which the contractor completes all obligations which entitle it to final payment under the contract; or
- c)b) if the contract is terminated before the this date described in subparagraphs (a) or  $(b)_{5,4}$  the date on which the contract is terminated.
- 7.5 Contractors should submit a Comp CR within 12 months of the closure of the component, unless the component completion date is within 12 months of the expected contract completion date. In these cases, the component completion information will be required as usual when the CCR is submitted six months after the contract completion date. If a separate Comp CR is submitted for a component, the CCR need not contain the information in relation to that component.
- 7.37.6 DefCARS seeks to facilitate the submission of CCRs and Comp CRs by autopopulating the relevant data from the information provided in the latest submitted Interim Contract Report (ICR) or Quarterly Contract Report (QCR). The data autopopulated will vary depending on whether the most recent report was an ICR or a QCR, as those reports contain different information. The QCR does not require information on key deliverables, payments or cost recovery bases and does not require costs to be reported by DPS structure.

7.4<u>7.7</u> The contractor must review all fields which have been auto-populated, making relevant amendments or updates to the information to ensure that it is accurate for that submission. In the remainder of this section we explain which parts of the report are auto-populated.

## **Report Home Page**

7.57.8 The Report Home page is similar to the Report Home page in other reports. For guidance see section 4 of this document (Contract Initiation Report).

## Supplier

- 7.67.9 The supplier details are auto-populated from master data previously entered by the contractor in the Contract Administration page of DefCARS. The contractor should check the data which is auto-populated in the Supplier page for accuracy. The supplier details fields in the CCR and Comp CR are not read-only and can be amended in the report.
- 7.77.10 The individual completing the report should discuss any changes they make to supplier details in the CCR or Comp CR with their Administration User. This is so that the Administration User can make the same changes to the master data record to keep both sets of data consistent. The contractor's Administration User will have access to the master data and can update this record in the Contract Administration page at any time.

## **Report Submission Administration**

- 7.87.11 The contact details of contractor and MOD staff involved in the contract are shown on this page and are auto-populated from the latest contract report submitted prior to the CCR and should be checked for accuracy. If there has been a change in staff from those identified in an earlier report, then the new staff details should be reported.
- 7.97.12 The contractor is required by regulation 22(2)(b) to provide the date that the report is due. DefCARS assists selection of the correct due date by providing the following options in a drop-down list:
  - A list of regular statutory reports and associated due dates from the latest submitted CRP; and
  - Other regular statutory reports select date as report due date not reflected in the latest submitted CRP.
- 7.107.13 If the report being submitted is included in the latest submitted CRP, the contractor should select the relevant report from the drop-down list. If the reporting plan does not include the relevant report the contractor should select the due date from the calendar. When a contractor selects the 'Other' option the following warning will be displayed 'You are submitting a report which is not reflected in the Contract Reporting Plan. You may wish to consider adding this report to an on-demand Contract Reporting Plan prior to submitting this report'. The CRP can be updated by submitting:

- a correction to an existing CRP (if the original reporting plan was incorrect); or
- an on-demand CRP (if there are new reporting requirements, see Chapter 9).
- 7.117.14 If the CRP is updated, the revised dates will be reflected in the drop-down list within the 'date this report is due' field.

## Contract

- 7.127.15 All contract details are auto-populated from the latest previously submitted report and should be checked for accuracy. Details should be updated where necessary and guidance relating to some specific fields on the contract page is explained in paragraphs 7.13 7.15... The contract type should not be changed from that reported in the initial reports. If an error was made on the initial report then a correction to that report should be made. This page is required for component level information where it is different to that reported for the contract.
- 7.137.16 A contractor can amend the 'Date contract became a QDC/QSC' field. This should only be done where a mistake was made on the Contract page in the initial report submission. This is done by creating a correction to the last submitted initial report and amending either the 'Date contract entered into' or 'Latest pricing amendment date' field, whichever date was incorrect. The corrected data will then flow through to a CCR the relevant completion report which is started after the correction has been submitted. Annual profiles in later pages start from the date in this field (i.e. the date the contract became a QDC or QSC) and end at the contract completion date.
- 7.147.17 The Contract page includes the Contract Completion Date, which is autopopulated by DefCARS from the latest submitted report. The contractor should ensure that the Contract Completion Date is correct. If the Contract Completion Date has changed from the auto-populated date, DefCARS provides the facility to amend the Contract Completion Date in the <u>CCRrelevant completion report</u> but the Reporting Plan will not be automatically updated to reflect this. The contractor may amend the Reporting Plan by submitting an on-demand CRP, either in response to a written direction from the MOD or by agreement. Chapter 9 of this guidance explains how to submit an on-demand CRP. When submitting the on-demand CRP, the contractor should update the contract completion information and add the due dates of any new reports resulting from this change.
- 7.157.18 If there has been an amendment during the reporting period which has resulted in a change to the contract price, the MOD may direct the submission of an on-demand Contract Pricing Statement (CPS), or the contractor may provide this report without written direction (regulation 24(2)(c)., Chapter 9 of this guidance explains how a contractor can submit an on-demand CPS. Where applicable, the contractor should submit an on-demand CPS prior to completing the CCR and ensure the pricing information is consistent in both reports. When the CCR is being completed the contractor should complete or update the 'Latest Pricing Amendment' fields. If there has been more than one pricing amendment during the period covered by the report, contractors should enter details for the latest time of agreement.

## Pricing Method Breakdown

7.167.19 Information on this page is auto-populated from the latest previously submitted report and the contractor should check this for accuracy. A pricing amendment may mean that the contract price has changed. Where this is the case, the contract price should be allocated to the relevant pricing methods which now apply to the contract if the amount of the price resulting from each method is known. If the price associated with each pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the price reflected on this page matches that reported on the Contract page. This page is required for component level information where it is different to that reported for the contract.

## DPS Inputs (Total Allowable Costs, excluding risk contingency, at the latest time of agreement)

- 7.20 The contractor is not required to provide information about DPS inputs where the price of a contract or component is determined entirely where costs are indistinguishable from profits.
- 7.177.21 If the latest submitted contract or component report is an ICR, then the DPS lines will be carried forward from this report into the CCR. If the last submitted report is a QCR, as the QCR does not contain information on the DPS, no information will be populated on this page. In this case, the contractor should select the DPS lines provided at the time of completing the CRP or the last ICR.

7.187.22 The contractor should not change the DPS lines from those previously reported unless there is a clear reason to do so, as it is important to maintain comparability. A situation in which the contractor may need to add DPS lines is where there has been an amendment that changes the requirement in some way. The contractor can add the new lines in DefCARS by ticking the required lines on this page. Any change in DPS should be agreed with the MOD before being reported.

- 7.197.23 If the DPS originally submitted in the CRP and/or ICR was incorrect, then the DPS in the CCR may be corrected in one of two ways depending on which report the contractor last submitted:
  - If the DPS has been auto-populated from the most recent ICR, the CRP can be corrected and re-submitted to amend the DPS before the CCR or Comp <u>CR</u> is started so that the changes will flow through to the CCR.
  - If the last submission was a QCR there will be no DPS structure autopopulated in the CCR, this structure should be added in the CCR or Comp CR by the contractor.
- 7.207.24 There is more detailed guidance on the DPS in Section 4 (Contract Initiation Report).

## DPS Input Values (Total Allowable Costs, excluding risk contingency, at the latest time of agreement)

7.25 The contractor is required by Regulation 28(2)(d)-(e)The contractor is not required to provide information about DPS input values where the price of a contract or component is determined entirely where costs are indistinguishable from profits.

- 7.217.26 <u>The contractor is required</u> to provide an annual profile of estimated costs split by DPS, including the total amount of those costs which are non-recurring. This page is intended to assist contractors to provide the required annual profile of costs.
- 7.227.27 The information on this page is auto-populated from the latest previously submitted contract report if this was an ICR. If the latest previously submitted report is a QCR then this page will be blank in the CCR due to the QCR not containing DPS information and should be completed. The contractor should check any auto-populated information for accuracy.
- **7.237.28** The page will display the DPS lines which have been selected on the DPS Inputs page. Those cells which require costs to be entered will be white. Grey cells are calculated and will auto-populate based on data entered in the white cells. Costs should be entered in  $\pounds$  million to three decimal places.
- 7.247.29 When there has been a pricing amendment since the latest previously submitted report, the analysis needs to be updated to reflect the estimate of Allowable Costs excluding risk contingency at the latest time of agreement. The latest time of agreement will either be when the contract <u>or component</u> was entered into or the date it was amended (if the contract became a QDC by amendment), or the date of the most recent price re-determination following a pricing amendment.
- 1.30 DefCARS does not facilitate, via standard fields, the reporting of an annual profile for any years prior to the contract becoming a QDC or QSC. In circumstances where there are costs prior to the date a contract became a QDC or QSC (Table 7 of Section 4 of the CIR guidance) then the contractor should:
  - add the costs as total amounts in the 'not profiled' column; and
  - provide a supporting spreadsheet setting out the annual profile for the earlier period.

7.257.30 The not-profiled amounts can be reported by DPS line or through the addition of an 'Other' line on the DPS Input page. The contractor should also reflect in the final column any of the total amount which is non-recurring expenditure included in the Allowable Costs. The sum of each column will be displayed in the top row as the cost lines are populated.

### Summary Analysis of Price (price at the latest time of agreement)

- 7.31 The contractor is <u>not</u> required by regulation 28(2)(c)(i), (iii) and (v) to provide information about the <u>summary analysis of price where the price of a contract or</u> <u>component is determined entirely where costs are indistinguishable from profits.</u>
- 7.267.32 Where the contractor is required to provide information about the contract or component price, this page enables the contractor to provide the required information about any risk contingency element included in the Allowable Costs, the maximum profit that could have resulted from the incentive adjustment and the planned amount of profit, excluding the incentive adjustment.
- 7.277.33 The contractor should check that the information included on this page, carried forward from the last submitted report, summarises the contract or <u>component</u> price at the latest time of agreement (which may have moved forward in time due to a pricing amendment). The price may be the original price reported in the Contract Pricing Statement or, in the event that there has been one or multiple pricing amendments during the reporting period which has resulted in a change to the <u>contract</u> price, the latest agreed price.
- 7.287.34 DefCARS will auto-populate some of the information on this page but the contractor should check all data for accuracy. The contractor should note the following:
  - The data status flags on this page are set to Priced Estimate.
  - The 'Cost breakdown by DPS line' (profiled on the previous page) is autopopulated from the information provided on the DPS Input Values page.
  - The risk contingency element and profit (including and excluding any incentive adjustment) will be auto-populated from the latest previously submitted QCR or ICR. The contractor will need to check that the amounts are correct and make any necessary amendments. Changes should only be made if there has been a pricing amendment.

7.297.35 If an annual profile was included in a previous report, the contractor should continue to report annually. Totals by financial year and by line should be checked by the contractor to ensure they are correct. Figures should be entered in £ millions, to three decimal places. The guidance in Table 3237 provides guidance on how to provide this price breakdown.

## Table 37 – Summary Analysis of Price data input

Data required	Guidance
Cost breakdown by Defined Pricing Structure	The Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the DPS Input Values page. This will be shown in £ millions to three decimal places. The contractor should ensure that each annual amount and the total are correct.

Data required	Guidance
Risk / Contingency Element within the Allowable Costs	The contractor is required to provide an annual profile of risk contingency included in the Allowable Costs within the latest agreed price. The contractor can provide the annual profile on this page. The profile can be entered by selecting the green icon and deleted by selecting the red icon. If the contractor believes it is not possible to express the risk contingency in an annual profile, the contractor must provide the total amount of the risk contingency. The contractor can enter this amount in the 'not profiled' column. The total risk contingency element and the percentage of total cost will be calculated by DefCARS. This should be entered in £ millions to three decimal places.
Subtotal Cost	This total Allowable Costs is calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this line agrees to the total Allowable Costs in the latest agreed contract or component price.
Profit (excluding incentive adjustment)	The contractor is required to provide an annual profile of planned amounts of profit (excluding the maximum amount due to any incentive adjustment included in the contract or component profit rate) or if this is not possible the total amount (in the 'not profiled' column) included within the latest agreed contract or component price. The total and the percentage of total profit excluding the incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract or component price (excluding profit arising from an incentive adjustment) is calculated by DefCARS based on the figures reported in the third and fourth rows of the table.

Data required	Guidance
Maximum Profit arising from	The contractor is required to provide the annual profile of
Incentive Adjustment	the maximum profit that could have resulted from the incentive adjustment at the latest time of agreement and included in the contract or component profit rate or if this is not possible the total amount (in the 'not profiled' column). In either case, the amounts entered should be in £ millions to three decimal places. The profile can be entered by selecting the green icon and deleted by selecting the red icon. The approach should be consistent for the risk contingency and the planned profit. If there is no incentive adjustment, then the contractor should confirm this by entering a '0' numerical value in each year. If an incentive adjustment was reported in the CPS, this row should not total to zero. The total amount of incentive adjustment and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS.
<u>Total Contract Price</u> (including incentive adjustment)	The total contract or component price is calculated by DefCARS based on the figures entered in the table. Contractors should check that this line agrees to the total latest agreed contract or component price and corresponds to the contract or component price entered on the Contract page. By selecting 'Save' and 'Validate' on this page the contractor will be able to determine if the figures agree.
Risk / Contingency Element within the Allowable Costs	The contractor is required by Regulation 28(2)(c)(i) to provide an annual profile of risk contingency included in the Allowable Costs within the latest agreed contract price. The contractor can provide the annual profile on this page. The profile can be entered by selecting the green icon and deleted by selecting the red icon. If the contractor believes it is not possible to express the risk contingency in an annual profile, the contractor must provide the total amount of the risk contingency. The contractor can enter this amount in the 'not profiled' column. The total risk contingency element and the percentage of total cost will be calculated by DefCARS. This should be entered in £ millions to three decimal places.

Data required	Guidance
Subtotal Cost	This total Allowable Costs is calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this line agrees to the total Allowable Costs in the latest agreed contract price.
Profit (excluding incentive adjustment)	The contractor is required by Regulation 28(2)(c)(v) to provide an annual profile of planned amounts of profit (excluding the maximum amount due to any incentive adjustment (Step 5) included in the contract profit rate) or if this is not possible the total amount (in the 'not profiled' column) included within the latest agreed contract price. The total and the percentage of total profit excluding Step 5 will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment)	The total contract price (excluding profit arising from an incentive adjustment) is calculated by DefCARS based on the figures reported in the third and fourth rows of the table.
Maximum Profit arising from Incentive Adjustment	The contractor is required by Regulation 28(2)(c)(iii) to provide the annual profile of the maximum profit that could have resulted from the incentive adjustment at the latest time of agreement and included in the contract profit rate or if this is not possible the total amount (in the 'not profiled' column). In either case, the amounts entered should be in £ millions to three decimal places. The profile can be entered by selecting the green icon and deleted by selecting the red icon. The approach should be consistent for the risk contingency and the planned profit. If there is no incentive adjustment, then the contractor should confirm this by entering a '0' value in each year. If an incentive adjustment was reported in the Contract Pricing Statement, this row should not total to zero. The total amount of incentive adjustment and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS.

Data required	Guidance
Total Contract Price (including incentive adjustment)	The total contract price is calculated by DefCARS based on the figures entered in the table. Contractors should check that this line agrees to the total latest agreed contract price and corresponds to the contract price entered on the Contract page. By selecting 'Save' and 'Validate' on this page the contractor will be able to determine if the figures agree.
Commentary on the above section	The contractor is asked to provide any additional comments relating to the price summary (using the blue edit icon) which are relevant and might be useful to the SSRO or the MOD. This should include explanatory comments relating to changes in the price in comparison to the last report submitted.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

# Actual & Forecast DPS Input Values (Actual Allowable Costs excluding risk contingency)

- 7.36 The contractor is not required by Regulation 28(2)(g)to provide information about actual and forecast DPS input values where the price of a contract or component is determined entirely where costs are indistinguishable from profits.
- 7.37 Where the contractor is required to report an annual profile of the actual costs (split by the defined pricing structure)<sub>1</sub>. Regulation 22(6) allows a contractor, where they are reporting actual costs, to report the Regulations permit up to 5 per cent of theactual costs as estimates and where greater to be estimated without explanation, but if more than 5 per cent are estimated to the contractor must provide an explanation of for why this is it is not possible to provide actual costs and when the actual costs will be available. This information must be resubmitted via a correction report when the actuals become available.
- 7.307.38 If non-recurring expenditure was included in the DPS Input Values page, it should also be included in this analysis. Contractors should use the categories in Table 3238 to identify actual and estimated costs.
- 7.317.39 The same DPS lines selected on the DPS Input Values page will appear on this page. If the latest previously submitted contract report is an ICR, any final actual costs previously reported will be auto-populated within the relevant year. These costs should be checked for accuracy. There is no auto-population where the last report was a QCR as the reporting structure is different.
- 7.327.40 For each financial year, the contractor must indicate whether the Allowable Costs have been incurred, are forecast, or a combination of both by using the dropdown menu at the top of the table to update the cost status. Table 3338 shows how these terms in the Regulations map to the cost categories in DefCARS.

### Table 3338 – Cost categorisation

Terms used in the Regulations	DefCARS cost category	Guidance
Allowable Costs which have been incurred	Final Actual	The contractor considers the costs to be final actual costs that will not change (for example, where cost recovery rates have been agreed with the MOD).
	Provisional Actual	The contractor considers the costs to be provisional actual costs (for example, where cost recovery rates are to be agreed with the MOD and therefore may be subject to change).
Allowable Costs which are a combination of incurred and forecast	Actual and Forecast	A combination of forecast and actual costs which may be relevant to CCRs where the contractor is reporting mid- financial year (for example, a CCR reported as at the end of September may consider costs in Q1 to be actual (provisional or final) and Q2 are still forecast as they have not been finalised).
Allowable Costs which are forecast	Forecast	Costs which are forecast (in other words, costs which are still estimates).

1.31 If the contract became a QDC by amendment or the contract became a QDC or QSC following an amendment and rescission of a previous contract and there are costs prior to the amendment, the contractor should provide an annual profile of these in a separate spreadsheet (if these were not attached to a previous report or page) and include the total of these type of costs in the 'not profiled' column provided in DefCARS along with any supporting comments. These costs need to be included in the 'DPS Input Values' (estimated Allowable Costs excluding risk contingency) and the 'Actual and Forecast DPS Input Values' (actual Allowable Costs excluding risk contingency) so that a meaningful comparison between the two cost breakdowns can be made in order to determine variances.

7.337.41 Paragraphs 7.1722 – 7.2023 explain how to add lines to the DPS used in the CCR or Comp CR and state that changes to the DPS should be agreed with the MOD. If new DPS lines were not required in the breakdown on the DPS Input Values page but are required on the Actual and Forecast Analysis DPS Input Values page, then the contractor should add these in the DPS Input page and enter a '0' value in each column of the new row in the DPS Input Values page. These new lines will then be carried forward to the Actual & Forecast Analysis DPS Input Values page where an annual profile against the amended structure can be provided.

### **Actual & Forecast Price Summary**

- 7.42 The contractor is not required to provide information about actual and forecast price summary where the price of a contract or component is determined entirely where costs are indistinguishable from profits.
- 7.347.43 This page should detail the price that the contractor expects to be paid for delivering the contract. The actual Allowable Costs from the previous page will be auto-populated in the 'Total Actual & Forecast Allowable Costs by DPS' row of this profile. The cost categories at the top of the page (see Table 3338) will be prepopulated from the Actual & Forecast DPS Input Values page. The contractor should check this information for accuracy.
- 7.357.44 The contractor should provide an annual profile of any actual risk contingency included in the total Allowable Costs and actual profit across the contractual years. This profile is not auto-populated from previous reports.
- 7.367.45 If the contractor is of the view that an annual profile of any actual risk contingency cannot be provided, then a total amount can be reported in the 'not profiled' column. If it has been possible to provide an annual profile of this on the Summary Analysis of Price page, then the contractor should provide an annual profile on this page. Contractors should check the year and line totals are correct and match the expected contract price. The guidance in Table 3439 assumes that an annual profile can be provided.
- 7.46 The Regulations permit up to 5 per cent of actual price to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide the actual price and when the actual price will be available. This information must be resubmitted via a correction report when the actuals become available.

### Table 3439 – Actual and Forecast Price Summary data input

Data required	Guidance
Cost breakdown by Defined Pricing Structure	The actual and estimated Allowable Costs (excluding risk contingency) profile will be auto-populated based on data entered on the Actual & Forecast DPS Input Values. This will be shown in £ millions to three decimal places. The contractor should check to ensure that the profile accurately reflects their latest estimate of the actual Allowable Costs (excluding risk contingency) to deliver the contract <u>or component</u> to completion.
Risk / Contingency Element within the Allowable Costs	The contractor is required by Regulation 28(2)(c)(ii) to provide the annual profile of any actual risk contingency element or, if this is not possible, the total amount. If there has been an increase in the risk contingency element of the Allowable Costs or if expected risk contingency included in the agreed price has not been utilised the contractor may wish to explain the reasons for this. The total and the percentage of total cost will be calculated by DefCARS.
	Annual profiles are added by clicking the green icon to the left of the row description. Clicking the green icon will bring up the 'Update Price Summary Value' window where the annual profiles can be entered in the fields provided and then saved by clicking the 'Update' button at the bottom of the window. Profiles can be deleted by selecting the red cross icon. Annual profiles should be entered in £ millions to three decimal places.
Subtotal Cost	The actual Allowable Costs are calculated by DefCARS from the two cost rows at the top of the table. The contractor should check that this is the total actual Allowable Costs as at the reporting date.

Data required	Guidance
Profit (excluding incentive adjustment)	The contractor is required by Regulation 28(2)(c)(vi) to provide the annual profile of the actual amount of profit (excluding the amount due to any incentive adjustment (Step 5))) within the contract or component price or, if this is not possible, to report this as a total amount in the 'not profiled' column. Total profit and the percentage of total cost excluding any incentive adjustment will be calculated by DefCARS from the data entered by the contractor and should be checked. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decima places.
Total Contract Price (excluding incentive adjustment)	The total contract <u>or component</u> price (excluding any profit for an incentive adjustment) is calculated by DefCARS based on the third and fourth rows in the table.
Expected maximum profit arising from incentive adjustment	The contractor is required by Regulation $28(2)(c)(iv)$ to provide the annual profile of the actual incentive adjustment (Step 5) within the contract or component price or, if this is not possible, report this as a total amount in the 'not profiled' column. This total and the percentage of total cost that may arise from an incentive adjustment will be calculated by DefCARS. The profile can be entered by selecting the green icon and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (including incentive adjustment)	The total contract <u>or component</u> price is calculated by DefCARS from the figures in the table. Contractors should check that this line agrees to the total contract <u>or</u> <u>component</u> price by year and in total.
Commentary on the above section	If the contractor considers there is information not captured in the DefCARS fields on this page which they wish to provide then they can click on the blue icon and complete the comments box.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

### Variance, events and circumstances

7.47 Regulation 28(2)(i) requires The contractor is not required to provide an analysis of the causes of cost variance where the price of a contract or component is determined entirely where costs are indistinguishable from profits. Instead, they will be required to report on this page:

(a) the current estimate of the price; and

(b) details of any variance between the current estimate of the price and previous estimates in the price and the reasons for that variance.

- 7.377.48 Where costs and profits are distinguishable, contractors temust report a quantified analysis of the causes of variance between any estimated costs used to determine the contract or component price and the total actual and forecast costs. The forecast costs are expected to be estimates of the actual Allowable Costs. Forecast costs will be costs expected to be incurred, whereas actual Allowable Costs will be those already incurred. The analysis must explain not less than 90 percent of the total variance. DefCARS will calculate the variance and provides the facility for the contractor to add lines to explain the causes of variance. The contractor should ensure the calculated variance is correct. The contractor should complete sufficient individual lines to meet the requirement to explain 90 per cent of the total variance.
- 7.387.49 Regulation 28(2)(j) requires Additionally, the contractor is required to provide a description of any event that has occurred, or circumstances which have arisen, since the contract was entered into, that have had or are likely to have a material effect in relation to the contract or component.
- 7.397.50 The Regulations do not define events and circumstances, but contractors may find that section 26 of the Act provides a useful reference point to assist in determining whether an event or circumstance has a material effect on a contract or <u>component</u>. Section 26(3) of the Act confirms that events and circumstances have a "material effect" if they have a material effect in relation to any of the following:
  - the contractor's costs;
  - the total price payable to the contractor; or
  - the contractor's ability to perform a material obligation of the contract.
- 7.407.51 DefCARS brings both these requirements (to report causes of variance and events and circumstances) together in a single report page as an event or circumstance might be a cause of variance. Table <u>3540</u> explains the reporting requirements.

7.417.52 Where a variance is the same as that reported in a previous submission, then the explanation for the variance should be the same. If a different explanation is given, then the contractor should include a comment to explain why this is the case. Otherwise, the different explanations are likely to result in compliance queries.

### Table 3540 - Variance, events or circumstances

Data required	Guidance
Title of variance, event or circumstance	The contractor should provide a short title to describe the cause of variance it is reporting. The cause of variance may be related to or unrelated to an event or circumstance.
Is this being reported as a cause of variance, or an event/circumstance or both?	When the contractor is categorising what they are reporting they should select 'Cause of Variance', 'Event or Circumstance' or 'Both'. Based on this selection, DefCARS will identify the fields that should be completed.
Brief description of event or circumstance or cause of variance	<ul> <li>Where the contractor has selected 'Cause of Variance' they should describe a cause of variance which they will report a variance against. The fields that relate to reporting of events and circumstances will not be editable. The contractor should enter the amount of variance in £ million relating to this 'Cause of Variance' in the last field in the pop-up window.</li> <li>Where the contractor has selected 'Event or Circumstance' their description should explain the event or circumstance they are reporting. When just reporting an 'Event or Circumstance', fields that relate to a cause of variance will not be editable and therefore no amount of variance will be calculated.</li> <li>Where 'Both' is selected, the contractor should describe the cause of variance and the event or circumstance.</li> </ul>
Date recognised	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm the date on which they became aware of the event or circumstance. The date is not when the event or circumstance arose but when the contractor became aware of the event or circumstance.
Allowed for in Priced Risk Contingency?	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the <del>contract</del> price or select 'No' if not covered.

Data required	Guidance
The effect the cause of variance, event or circumstance has had on the costs already incurred (£m)	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should enter a cost (in $\pounds$ million to three decimal places) which represents the effect that the event or circumstance has had on costs already incurred. If a contractor is reporting a variance, they can also include figures in this field.
	<ul> <li>For example, assume that:</li> <li>the contractor's original Allowable Costs were £100 million;</li> <li>the total forecast Allowable Costs are now £130 million;</li> <li>the variance of £30 million is made up of £10 million of Allowable Costs already incurred and £20 million forecast to be incurred.</li> </ul>
	In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.
The forecast effect that the cause of variance, event or circumstance will have on the forecast costs which it is expected will be incurred (£m)	If a contractor has selected 'Event or Circumstance' or 'Both' in the third column and there is a material effect on the contract <u>or component</u> , then they should enter a cost (in £ million to three decimal places) which represents the forecast effect that the event or circumstances will have on the forecast costs which it is expected will be incurred. If a contractor is reporting a variance they can also include figures in this field.
	In the example used in the row above, the contractor is asked to identify how much of the £30 million variance relates to the forecast costs they are reporting. In this example, the contractor would enter £20 million in this field. The contractor should enter zero if there has been no financial effect.

Data required	Guidance
Has this caused a variance between any estimated costs used to determine the contract price and total actual and forecast costs?	This field records whether any costs reported are used in the variance analysis. This field is not editable and is populated automatically depending on what the contractor is reporting. Where 'Cause of Variance' or 'Both' is selected then this field will be auto-populated with 'Yes', and where only an 'Event or Circumstance' is selected it will be auto-populated with 'No'. Where a contractor has selected 'Both', a 'Calculate' button will be visible, and the contractor should select 'Calculate' if they wish the financial figures in the previous two fields to be used as part of the variance analysis.
Amount of Variance (£m)	If the contractor selected the 'Calculate' button, the amount of variance will be auto-populated and should be checked for accuracy. The calculated figure can be over- written by the contractor if they want to report a different financial amount against their cause of variance.
% of total variance	This field is calculated by DefCARS and reflects how much of the total variance has been accounted for in this row which the contractor has completed. The variance percentage explained in all the rows is shown at the bottom of the list and must be not less than 90 per cent.
% of total planned cost	This field is calculated by DefCARS and reflects the amount of the variance explained in this row which the contractor has completed as a percentage of the total estimated Allowable Costs (including risk contingency).
The contractor may provide any c	other information relevant to the data on this page using the

comments functionality or by attaching supporting files.

# Cost Recovery Bases (used to estimate the Allowable Costs at the latest time of agreement)

7.53 Regulation 28(2)(f) requires This page need not be completed where the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits, except in the case of the regulation 19E CRUV alternative pricing method where cost recovery bases means competed rates. At the contract level, the breakdown should set out the total cost recovery bases where these are applicable.

7.427.54 Where applicable, contractors must provide an annual profile of the estimated amount of each cost recovery base set out in the Contract Reporting PlanCRP at the time of agreement. This page allows the contractor to fulfil this requirement. Where the latest previously submitted contract or component report is the CRP or an ICR, the recovery base and recovery base units and volumes are auto-populated by DefCARS based on the data previously reported. The contractor should check the auto-populated information for accuracy.

7.437.55 Where the latest previously submitted contract <u>or component</u> report is a QCR, this page will be blank as the QCR does not require information on cost recovery bases to be reported. In this case, the contractor should enter an annual profile of the recovery bases set out in the CRP at the latest time of agreement. If there has been an amendment to the contract which results in new cost recovery rates, bases and volumes, and where there is no requirement for an on-demand CRP, the contractor can add new cost recovery bases and recovery base units if required by clicking the blue icon on this page.

### Actual & Forecast Cost Recovery Bases

7.56 Regulation 28(2)(h) requires This page need not be completed where the price of a contract or a component has been determined entirely in accordance with an alternative pricing method under which costs are indistinguishable from profits, except in the case of the 19E CRUV alternative pricing method where cost recovery bases means competed rates. At the contract level, the breakdown should set out the total cost recovery bases where these are applicable.

7.447.57 Where applicable, contractors must provide an annual profile of the actual amount of each recovery base set out in the CRP. This page allows the contractor to fulfil this requirement. The name of the cost recovery rate and the recovery base units are auto-populated onto this page from the Cost Recovery Bases page. The named rate is that which is applied to the base whose data is being reported. The contractor must provide the actual volumes for each year. The cost status category should be selected from the drop-down list, confirming the cost status using the categories in Table 3338. Where the latest previously submitted report is an ICR, any years where volumes were confirmed as 'Final Actuals' in the previous ICR will be auto-populated. The contractor should check all information on this page for accuracy and explain any differences between the volumes reported in this page and the previous page. If the contractor does not explain such differences, this may lead to compliance queries.

### **Sub-contracts**

7.58 Regulation 28(2)(p) requires the contractor to The Regulations permit up to 5 per cent of actual recovery base volumes to be estimated without explanation, but if more than 5 per cent the contractor must provide an explanation for why it is not possible to provide actual recovery base volumes and when the actual recovery base volumes will be available. This information must be resubmitted via a correction report when the actuals become available.

### Sub-contracts

- 7.59 This page is not applicable for any contract or component that is determined under the regulation 19A Commercial Pricing, 19B(3) prices determined by another law, or the 19C previously agreed price alternative pricing methods.
- 7.457.60 Where applicable, the contractor must provide information on sub-contracts which the primary contractor has entered into for the purposes of enabling it to perform its obligations under the qualifying defence contract. The contractor is asked to positively confirm whether there are any actual sub-contracts valued at not less than £1 million using the grey 'Yes'/'No' buttons. The information provided in the latest previously submitted ICR or QCR report is auto-populated in the CCR. The contractor should check whether the information is correct for the submission in question. Sub-contracts can be added by clicking on the blue + icon, can be edited using the green icon and can be deleted using the red icon. The contractor should update the information on this page to:
  - provide updated information about a sub-contract reported previously;
  - report a new sub-contract; or
  - provide details of a new sub-contract valued at £1 million or more.

### **Payments**

7.467.61 Contractors who have a QSC are not required to report information on payments. In the CCR or the Comp CR, the contractor is required by Regulation 28(2)(I) to provide a list of all MOD payments exceeding £100,000 or 1 percent of the contract value (whichever is greater) that have been or are expected to be made under the contract. Most payments are expected to have been made if the contract or component has been completed. If the latest previously submitted contract report is an ICR, then the information previously submitted willmay be auto-populated on this page. The contractor should check any auto-populated information and ensure that it is correct in relation to this submission. Where the latest submitted report is a QCR, this page will be blank. In this case the contractor should enter the payment information as at the contract or component completion date. The information collected in DefCARS is explained in Table 3641.

### Table 3641 – Payments Information

Data required	Guidance
Significant MOD payments (Yes/No)	The contractor is asked to confirm if there are any significant payments by selecting Yes or No. A significant payment is one that exceeds £100,000 or 1 per cent of the contract price, whichever is greater. When Yes is selected, the contractor should provide data in the fields below. Selecting No will hide the 'significant individual payments' data entry fields that are described in the 'list of significant individual MOD payments' section of this table.
List of significant individual MOD navments	

List of significant individual MOD payments

Data required	Guidance
Contracted Date	For each payment, include the date on which the payment was expected to fall due.
Actual/Expected Date	For each payment, include the actual or expected payment date.
Currency	State the currency in which the contract specifies the Secretary of State is to make payments. The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Amount	For each payment, include the amount or expected amount of each payment in million (any currency) to three decimal places.
Annual profile summarising all contracted payments	
Currency	State the currency in which the contract specifies the Secretary of State is to make payments. The contractor should select the currency from the drop-down list. If the relevant currency is not available in the drop-down list, please contact the SSRO's helpdesk to arrange for the currency list to be updated.
Annual profile	Provide an annual profile of all such payments the contractor requires the Secretary of State to make, in the required currency. Amounts must exclude any final adjustment/ settlements and should be stated in millions to three decimal points. At the end of each row DefCARS automatically provides a total field to assist contractors with checking the data provided.
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.	

### Key deliverables

- 7.62 Regulation 28(2)(Where there are components in **a**) requires contract, the contractor must provide **a** description of which component(s) the deliverables relate to.
- 7.63 Where the contract or component has been priced using the alternative pricing method under regulation 19A (commercial price) or regulation 19B(3) (prices determined in accordance with other law) the estimated quantum of the key deliverables need not be expressed using the output metrics set out in the CRP.
- 7.477.64 Where applicable, contractors must list of the key deliverables specified in the contract, with a brief description of each to be provided and regulation 28(2)(b) requires as well as the actual quantum of those deliverables, expressed using the output metrics set out in the most recent contract reporting plan to be provided. This page allows the contractor to meet both these requirements.

7.487.65 The information on this page will be auto-populated if the latest previously submitted report is an ICR. The contractor should check all auto-populated information for accuracy. If the latest submitted report is a QCR, this page will be blank, and the contractor should enter the key deliverables. The deliverables entered should be the same as those detailed in the CIR unless there has been an amendment to the contract which changes them.

### **Final payments**

- 7.66 The contractor is not required to provide information about final payments where the price of a contract or component is determined under the regulation 19A Commercial Pricing, 19B(3) prices determined by another law, or the 19E CRUV alternative pricing methods.
- 7.497.67 The CCR or Comp CR must contain a forecast target cost incentive fee (TCIF) adjustment (see Regulation 15) or any final price adjustment (see Regulation 16) which the contractor expects will be made. The Contract Cost Statement, due six months after the CCR, is used to determine any adjustment. The final price adjustment only applies to contracts priced using the firm, fixed and volume-driven pricing methods. The contractor should report a <u>numerical</u> value of '0' in each field if there is no TCIF or final price adjustment. The contractor should enter the amount of any positive (due to the contractor) or negative (due to the MOD) adjustment for any of the following payment types with any explanation which is necessary:
  - Protection from Excess Profits and Losses (PEPL);
  - Target Cost Incentive Fee (TCIF) adjustment;
  - Incentive adjustment; and
  - Other key performance indicators (KPIs).
- 7.507.68 All figures should be entered in £ million, to three decimal places. This section will be auto-populated from the data provided in the previous submitted ICR.

### **Milestones**

7.517.69 Regulation 28(2)(o) requires the The contractor is required to report on all delivery milestones set out in the contract or component. This page allows the contractor to report on the delivery milestones. The information on this page is autopopulated from the data provided in the latest submitted ICR or QCR and should be checked for accuracy. Any changes required to the milestones can be made by clicking the green edit icon and milestones can be added by clicking the blue '+' button. Where there is a variance between the expected date for a delivery milestone set out in the contract and the actual completion date, the contractor should provide a description of the cause of variance (see Table 3542). As the contract is completed it is expected that all actual milestone dates will be in the past.

### Table 3742 – Milestones data input

Data required	Guidance
Milestone Short Name	The contractor should provide a short name for the milestone. For example, delivery of [parts].

Data required	Guidance
Milestone Description	The contractor should provide a description of that milestone. For example, delivery of [parts] to [recipient] by [date] for [purpose].
Contracted Target Date	Where the contract or component sets an expected date for a delivery milestone to be completed, contractors should select that date using the calendar.
Actual or Forecast Completion Date	The page includes a field for the actual or forecast completion date. The contractor should select the actual or expected completion date from the calendar.
Comment	The contractor should provide a description of the causes of any variance between the expected date for a delivery milestone set out in the contract <u>or component</u> , and the actual or expected completion date.

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files.

Information provided under a Comp CR

7.70 In cases where a Comp CR has been provided, the contractor must include a description of any component completion reports separately provided under regulation 27A. This can be included as an attachment to the contract page of the <u>CCR.</u>

# 8 Completion of a contract – Contract Costs Statement (CCS)

- 8.1 Before completing the Contract Costs Statement (CCS) for the first time, contractors should familiarise themselves with Regulations 22 and 29. The CCS for a contract must be provided within twelve months after the contract completion date. The same obligation will apply to a sub-contractor in respect of a QSC. Where a component completes more than 12 months before the completion of the contract, component level information will be required within 12 months of completion of the component, in addition to the later CCS submission for the contract.
- 8.2 In the guidance we indicate, based on the pricing approach adopted for the contract or component, which reporting requirements apply. Paragraphs 3.3 – 3.14 provide details on pricing approaches that lead to the creation of components within contracts. Contractors will need to understand whether components were created when entering into the contract or through a subsequent contract amendment, for which separate component level information will be required.
- 8.28.3 Data fields which relate to Regulation 22, which are a requirement of all contract reports, are provided in DefCARS and are auto-populated from the last contract report. This is also required for component level information where it is different to that of the contract. The contractor should check this information for accuracy and make any necessary amendments. The contractor must attach a separate document to the Report Submission Admin page to meet their Regulation 29 requirements which are explained in the Costs Statement section of the CCS guidance-in paragraphs 8.15 8.19.

### **Report Home**

8.38.4 The Report Home page is similar to the Report Home page in other reports. For guidance see section 4 of this document (Contract Initiation Report).

### Supplier

- 8.48.5 The supplier details are auto-populated from master data previously entered by the contractor in the Contract Administration page of DefCARS. The contractor should check the data which is auto-populated in the Supplier page for accuracy. The supplier details fields in the CCS are not read-only and can be amended in the report.
- 8.58.6 The individual completing the report should discuss any changes they make to supplier details in the CCS with their Administration User. This is so that the Administration User can make the same changes to the master data record to keep both sets of data consistent. The contractor's Administration User will have access to the master data and can update this record in the Contract Administration page at any time.

### **Report Submission Administration**

- 8.68.7 The contact details of contractor and MOD staff involved in the contract are shown on this page and are auto-populated from the latest contract report submitted prior to the CCS and should be checked for accuracy. If there has been a change in staff from those identified in an earlier report, then the new staff details should be reported.
- 8.78.8 The contractor is required by regulation 22(2)(b) to provide the date that the report is due. DefCARS assists selection of the correct due date by providing the following options in a drop-down list:
  - A list of regular statutory reports and associated due dates from the latest submitted CRP;
  - Other regular statutory reports select date as report due date not reflected in the latest submitted CRP;
  - A list of on-demand reports and associated due dates from the latest submitted CRP; and
  - Other on-demand reports select date as report due date not reflected in the latest submitted CRP.
- 8.88.9 If the report being submitted is included in the latest submitted CRP, the contractor should select the relevant report from the drop-down list. If the reporting plan does not include the relevant report the contractor should select the due date from the calendar. When a contractor selects one of the 'Other' options the following warning will be displayed 'You are submitting a report which is not reflected in the Contract Reporting Plan. You may wish to consider adding this report to an on-demand Contract Reporting Plan prior to submitting this report'. The CRP can be updated by submitting:
  - a correction to an existing CRP (if the original reporting plan was incorrect); or
  - an on-demand CRP (if there are new reporting requirements, see section 9).
- 8.98.10 If the CRP is updated, the revised dates will be reflected in the drop-down list within the 'date this report is due' field.

### Contract

8.108.11 All contract details are auto-populated from the latest previously submitted report and should be checked for accuracy. Details should be updated where necessary and guidance relating to some specific fields on the contract page is explained in paragraphs 8.11 – 8.13. The contract type should not be changed from that reported in the initial reports. If an error was made on the initial report then a correction to that and any subsequent reports should be made. This page is required for component level information where it is different to that reported for the contract.

- 8.118.12 A contractor can amend the 'Date contract became a QDC/QSC' field. This should only be done where a mistake was made on the Contract page in the initial report submission. This is done by creating a correction to the last submitted initial report and amending either the 'Date contract entered into' or 'Latest pricing amendment date' field, whichever date was incorrect. The corrected data will then flow through to a CCS which is started after the correction has been submitted.
- 8.128.13 If the contract has not completed, then the CCS is not due. The Contract page includes the Contract Completion Date, which is auto-populated by DefCARS from the latest submitted report. The contractor should ensure that the Contract Completion Date is correct. If the Contract Completion Date has changed from the auto-populated date, DefCARS provides the facility to amend the Contract Completion Date in the CCS but the Reporting Plan will not be automatically updated to reflect this. The contractor may amend the Reporting Plan by submitting an on-demand CRP, either in response to a written direction from the MOD or by agreement. Chapter 9 of this guidance explains how to submit an on-demand CRP. When submitting the on-demand CRP, the contractor should update the contract completion information and add the due dates of any new reports resulting from this change.
- 8.138.14 The contractor should update the 'Latest Pricing Amendment' fields if there has been an amendment during the reporting period (between the last submitted report and the completion of the contract) which resulted in a change to the contract price. If there has been more than one amendment during the period covered by the report, contractors should enter details for the latest time of agreement.

### **Pricing Method Breakdown**

8.148.15 Information on this page is auto-populated from the latest previously submitted report and the contractor should check this for accuracy. A pricing amendment may mean that the contract price has changed. Where this is the case, the contract price should be allocated to the relevant pricing methods which now apply to the contract if the amount of the price resulting from each method is known. If the price associated with each pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the price reflected on this page matches that reported on the Contract page. This page is required for component level information where it is different to that reported for the contract.

### **Cost Statement**

- 8.16 There is no predefined data structure within DefCARS for the remainder of the CCS (Regulation 29 requirements).and the information required is the same at both contract and component level. The format should be determined by the contractor in discussion with the MOD and be based on information available from the contractor's reporting system. This cost statement There should be consistency in the cost structure used when reporting contract and component level information.
- 8.158.17 In cases where the contract or component is priced with pricing methods where costs and profits are determined and identified separately for the purpose of pricing, the CCS should include an annual profile presented in a tabular format, with columns representing a continuous range of financial years, from that in which the contract or component was entered into until that in which the <u>contract</u> completion date falls or is expected to fall.

#### 8.168.18 The annual profile of the actual Allowable Costs must show the following:

- all purchased items, services and expenses (including payments to subcontractors) that are direct costs;
- -any other direct costs;
- all indirect costs, showing each cost recovery rate charged and the amount of the corresponding cost recovery base; and
- • the total actual costs that the contractor claims are Allowable Costs.

8.178.19 The contractor should also provide:

- • the percentage of the Allowable Costs included in the statement that are still estimated rather than actual;
- an explanation of the reasons for any variances between the actual Allowable Costs (broken down into direct and indirect costs) and the total actual costs which the contractor claims are Allowable Costs; and
- an explanation of the reasons for any variance between the information in the CCS and the most recent on-demand report that provided information of the kind required in the CCS.
- 8.188.20 The CCS must specify the start and end dates of the contractor's accounting period. If there has been any agreement between the contractor and the Secretary of State as to the cost allocation and apportionment methodology to be used in the CCS, a description of that agreement and any departures from the methodology must be provided.

8.198.21 It is permissible to use estimated costs in a CCS in response to a requirement for

\_actual costs. If no explanation is given, then up to two per cent of the costs may be \_estimated costs. More than two per cent of the costs may be estimated costs if an \_explanation is given of why actual costs can't be provided at the time of the report \_and when actual costs will be available.<u>This information must be resubmitted via a</u> <u>correction report when the actuals become available.</u>

8.22 In cases where the contract or component uses alternative pricing methods in respect of which costs are not determined and identified separately for the purpose of pricing, the reporting requirements will need to be met through an attachment to the CCS submission and this information should include:

a) an annual profile of the actual price (including actual competed rates and volumes where applicable); and

b) an explanation of any variance between the total estimated price and the actual total price payable.

# 9 On-Demand Contract Reports

- 9.1 The Secretary of State may direct a contractor under regulation 30 to provide the information specified in any of the following in relation to a qualifying contract: <u>component:</u>
  - a) regulation 23(2) Contract Pricing Statement (CPS);
  - b) regulation 24(2) Contract Reporting Plan (CRP);
  - c) regulation 27(4) and (5) Interim Contract Report (ICR); or
  - d) regulation 29(2) Contract Cost Statement.
- 9.2 A contractor may also agree to provide any of this information without a written direction (see regulation 24(2)(c)). We refer to reports provided by a contractor containing information specified under regulation 30, whether by direction or agreement, as on-demand reports.
- 9.3 The decision to require on-demand reports is at the discretion of the Secretary of State and more than one direction may be given. The Secretary of State may direct the primary contractor to provide on-demand reports in relation to a qualifying defence contract (QDC) or the sub-contractor in relation to a qualifying sub-contract (QSC). A direction can be given within one month of the initial reporting date requiring periodic submission of the CCS in relation to a contract <u>or component</u>, or a direction may be given at any time before the <u>contract</u> completion date for provision of information in the CPS, CRP, ICR or CCS. Table <u>810</u> of the guidance on the CIR and Appendix 1 details how due dates are calculated for on-demand reports that have been directed by the Secretary of State.
- 9.4 Not all contract reports can be required on-demand. Regulation 30 does not cover the Contract Notification Report (CNR), Quarterly Contract Report (QCR), or the Contract Completion Report (CCR).
- 9.5 If a contractor has agreed to provide on-demand contract reports, the contractor is required to provide a description in the on-demand CRP of what it has agreed to provide. This description should be provided using the comments functionality in the on-demand CRP. The due dates for on-demand reports can be recorded on the Reporting Plan page of the CRP.

### How to complete an on-demand Contract Pricing Statement and / or ondemand Contract Reporting Plan

9.6 To submit an on-demand CPS or CRP, the contractor should select the appropriate option (on demand CPS or on demand CRP) from the list of contract reports provided on the home page (see Exhibit 6). If the contractor has to submit both an on-demand CPS and an on-demand CRP, the two reports will have to prepared and submitted separately. The on-demand CRP should be submitted before the on-demand CPS and should include both the reports in the Reporting Plan.

Exhibit 6 – Screen						
On-Boarding Contractor	Build Test	20/10/2020 16:25:06	*	Reports Due: 1	Overdue Reports: 1	Reports With Open Issues: 1
CIR 💙						1
On-Demand CRP Y						New Submission
On-Demand CPS 🗙						
QCR 💙						New Submission
ICRL 💙						

- 9.7 The contractor should not submit an on-demand CPS or CRP by:
  - submitting a Contract Initiation Report (CIR); or
  - correcting an existing report submission (see DefCARS functionality guidance, paragraphs 2.37<u>34</u>-2.38).
- 9.8 DefCARS will auto-populate the first submission (S1) of an on-demand CPS or CRP using the relevant fields from the most recently submitted CIR. Subsequent submissions (S2 and above) of an on-demand CPS or CRP will be auto-populated from the most recent on-demand report of that type. The contractor must ensure that the information provided in an on-demand CPS or CRP is accurate and should make any necessary revisions to auto-populated data prior to submission.
- 9.9 To complete the 'date the report is due' field for an on-demand CPS or CRP, the contractor should:
  - Select the 'other' option from the drop-down menu for this field; and
  - Select the due date from the calendar selector which is then provided
- 9.10 Where the on-demand CPS follows a pricing amendment, the report needs to reflect the impact of pricing amendments on the contract <u>or component</u> price. On the Contract page of an on-demand CPS, the contractor must identify the date and reference number given when the latest pricing amendment was agreed.
- 9.11 When providing an on-demand CPS, a description is required of the effect of pricing amendments, as this information is material to the pricing of the contract (regulation 23(2)(f)).or component. The fields in DefCARS are at an overall contract level (for example, on pricing methods, allowable costs and profit steps).
- 1.32 Where regulation 14 has been applied and the contract price re-determined, the contractor will report on the Profit page the price payable under the amended contract consisting of the Allowable Costs (£m), the profit (£m) and the overall contract profit rate. As the profit payable under the amended contract may result from several applications of contract profit rates, reporting a single set of profit rate steps may no longer be relevant. Until further development of DefCARS, the Profit page may be auto-populated with a six step profit rate calculation from a previous submission or be blank. Where this is the case contractors should do the following:
  - (a) select 'Other' under Step 1 (Baseline Profit Rate) and enter 0%;
  - (b) enter 0% for Steps 2-6;
  - (c) check the calculation of the six steps is 0%; and

- (d) enter the overall contract profit rate after the re-determination of the contract price.
- 1.33 The contractor should provide a separate explanation of how the overall contract profit rate has been calculated. Paragraphs 9.14-9.16 and Table 38 provide guidance on how the explanation should be provided.
- 1.34 The SSRO has developed an Amendments Spreadsheet (the spreadsheet) which assists the contractor to report regulation 14 pricing amendment(s) and the redetermined contract price (including the overall contract profit rate) when submitting an on-demand CPS. The overall contract profit rate reported in the spreadsheet should be consistent with that reported on the Profit page in DefCARS and is expected to be the cost weighted average of the CPR of each pricing segment reported (see definition in paragraph 9.15) in the spreadsheet. The spreadsheet is available on the **reporting guidance page** of the SSRO website, along with four examples on how it could be completed in different scenarios, which include DefCARS screenshots and step by step instructions on how to complete the spreadsheet consistent with those set out in Table 38.
- 1.35 The spreadsheet enables the contractor to report details of pricing amendment(s) separately from other price segments. A pricing segment can be:
  - the original contract; or
  - an un-amended element of the original contract following a Regulation 14 amendment; or
  - an individual Regulation 14 pricing amendment or a portion of an amendment which has a distinct contract profit rate; or
  - a grouping of pricing amendments, or grouping of portions of pricing amendments, which have contract profit rates of the same value and the same six steps.
- 1.36 Before reporting pricing segments, the contractor should discuss with the MOD which are most useful to report. In the event where contractors are grouping the reporting of several pricing amendments into a pricing segment, they should provide the explanation of the grouping made as part of the OD CPS submission. This explanation can be provided in the structure included in the spreadsheet or submitted as an additional supporting file. The explanation of any grouping should include a list of each MOD contractual reference of the amendments associated with each pricing segment.

### Table 38 – Instructions on how to complete Amendments Spreadsheet

Sheet & Column	Instructions							
Template for Input – Column C	Overall Contract							

Sheet & Column	Instructions						
	This column captures the breakdown of price, contract profit rate (CPR) and pricing method for the total estimated contract price, following the re-determination of price associated with the amendment that has led to the OD CPS being requested. The overall contract profit rate reported in the spreadsheet should be consistent with that reported on the Profit page in DefCARS and is expected to be the cost weighted average of the CPR of each pricing segment reported in the spreadsheet (columns D – F).						
Template for Input – Columns D- F	Pricing segments of the overall contract (post- amendment) The contractor should provide pricing details of each pricing segment in columns D to F.						
	When reporting pricing segments, please provide the following:						
	<ul> <li>The MOD Amendment Reference: This is the reference used between the MOD and the contractor to refer to the contract amendment. This reference should be provided if a pricing segment results from a single pricing amendment and a single reference can be reported. If the contractor is reporting a grouping of amendments, or a grouping of portions of amendments in an individual segment, this field should remain blank. The contractor should, however, explain the grouping as part of the OD CPS submission. This should be performed by providing a list of each MOD contractual reference for the amendment(s) associated with each pricing segment. This can be provided in the 'Grouping of Amendments info' tab, or can be uploaded separately in another format if this is preferred.</li> <li>The Date of Agreement: This date should be provided if a pricing segment results from a single pricing amendment and a single date can be reported. If the contractor is reporting a grouping of amendments, or a grouping of portions of amendments, or a grouping of portions of amendments in an individual segment, this field should remain blank.</li> <li>A description of the pricing segment: for example 'First extension to the contract'. This should be a description used between the MOD and the contractor or capable of being understood by both.</li> </ul>						
	Additional columns can be added as necessary by copying an existing Pricing Segment column, including its formats and						
	formulae, if more than three pricing segments are identified. The reported pricing segments must add up to the overall						
	contract price following the amendment (column C).						
<del>Template for Input – Columns</del> <del>G-I</del>	Information of the pricing amendment that led to the OD CPS						

Sheet & Column	Instructions
	The contractor should provide pricing details of the amendment that led to the OD CPS. When reporting this pricing information, please provide the following:
	The MOD Amendment Reference: the reference used between the MOD and the contractor to refer to the contractual amendment.
	<ul> <li>The Date of Agreement: the date where the contractual amendment was entered into.</li> </ul>
	<ul> <li>The Segment reference number: the pricing segment number created or affected by the amendment (in whole or in part).</li> </ul>
	<ul> <li>A description of the pricing segment: for example 'First extension to the contract'. This should be a description used between the MOD and the contractor or capable of being understood by both.</li> </ul>
	• <b>Type of Pricing amendment:</b> the selection from the drop-down list of the paragraph of the Schedule that has been applied to re-determine the price of the contract. If an element of the amendment affects the contract price but is not a Regulation 14 pricing amendment, please select 'Non-Reg 14 pricing'.
	If the amendment affects more than one pricing segment or is a multiple pricing amendment (paragraphs 11 and 12 of the Schedule), the pricing information should be broken down in distinct columns.
	Additional columns can be added as necessary by copying an existing amendment column, including its formats and formulae.
Grouping of Amendment Info – Columns A & B	Where contractors are grouping the reporting of several pricing amendments into a pricing segment, they should provide the explanation of the grouping made in the 'Grouping of Amendments info' tab. Contractors can, if preferred, upload a separate file to the OD CPS to address this requirement, provided that the content below is included.
	When an amendment affects more than one pricing segment, contractors should provide a separate line for each Pricing Segment affected, repeating the MOD contractual reference of the amendment.
	<ul> <li>MOD contractual reference of amendments (column A): the reference used between the MOD and the contractor to refer to the contractual amendment.</li> </ul>
	<ul> <li>Pricing Segment number where the amendment, or part of the amendment, is being reported (column B): the pricing segment number created or affected by the amendment or a portion of the amendment.</li> </ul>

<u>An</u>

- 1.37 When submitting an on-demand CPS following regulation 14 pricing amendments, the spreadsheet should be uploaded to the Profit page in the on-demand CPS. The contractor should ensure that the price breakdown in the spreadsheet is consistent with the contract level information (total Allowable Costs, total profit and total contract price) reported in DefCARS. For assistance on how to complete the spreadsheet, the contractor should contact helpdesk@ssro.gov.uk.
- 1.38 In the on-demand CPS the contractor may need to update information on facts, assumptions and calculations associated with the Allowable Costs like changes to, or new, cost recovery rates or pricing indices.
- 9.12 A pricing amendment may result in a change to the contract <u>or component</u> completion date. In this case, the contractor can report any new-contract completion date on the Contract page of the on-demand CRP. Guidance on identifying this date is included in Chapter 3 of this guidance. The change of-contract completion date will also update the Reporting Plan page and the contractor should ensure that all reports, including those submitted on-demand, are recorded on this page. Where an on-demand CRP and CPS are being submitted the contractor should submit the on-demand CRP before the on-demand CPS.
- 9.13 Contractors should refer to the SSRO's published DefCARS validations for information on the validations which apply to on-demand reports.
- 9.14 If the contractor is providing an on-demand report by agreement rather than pursuant to a written direction, a description of what it has agreed to provide should be reflected in the CRP. Contractors can use the comments functionality, or upload a document in DefCARS, to provide this explanation (for any on-demand report).

### How to submit an on-demand Interim Contract Report (ICR)

- 9.15 This section assumes that the contractor is providing an ICR report which, prior to the on-demand written direction or agreement, was not anticipated in the contractor's CRP. When submitting an on-demand ICR, a contractor should start a new ICR submission.
- 9.16 The contractor may need to submit an ICR as a standalone on-demand report or as part of a set of such reports. <u>The Reporting Plan should reflect the on-demand report prior to its submission</u>. If the contractor provides an on-demand ICR report at the same time as they are required to provide an on-demand CRP or CPS-(for example, to reflect the contract following application of regulation 14), the contractor should complete and submit the on-demand CRP and CPS before commencing the ICR submission (see paragraphs 9.6 9.21). It will also. This will allow much of the data that the contractor will need to provide in an on-demand ICR to be auto-populated from the CIR or the most-recent ICR, if one has been submitted. The contractor should complete the submission by reviewing and updating all fields within the report.
- 9.17 If the contractor wishes for the dates of on-demand reports to be included in the reporting calendar, but the MOD has not required an on-demand CRP, then the contractor would need to provide the information in an on-demand CRP via agreement (see paragraph 9.5).

9.18 The contractor must complete the 'date the report is due' field within an on-demand ICR, as this is one of the requirements in all contract reports by virtue of regulation 22. The contractor should select the 'On-demand report' option from the drop-down menu provided in the 'date the report is due' field. DefCARS will then provide a calendar selector from which the contractor should select the due date.

### How to submit an on-demand Contract Cost Statement (CCS)

- 9.19 This section assumes that the contractor is providing a CCS report which, prior to the on-demand written direction or agreement, was not anticipated in the contractor's CRP (for example, to reflect a change in the Allowable Costs following application of regulation 14). When submitting an on-demand CCS, a contractor should start a new CCS submission.
- 9.20 The contractor may need to submit a CCS as a standalone on-demand report or as part of a set of such reports. <u>The Reporting Plan should reflect the on-demand report</u> prior to its submission. Chapter 8 of this document provides guidance on how to complete an on-demand CCS and the information it needs to contain.
- 9.21 If the contractor wishes for the dates of on-demand reports to be included in the reporting calendar, but the MOD has not required an on-demand CRP, then the contractor would need to provide the information in an on-demand CRP via agreement (see paragraph 9.5).
- 9.22 To complete the 'date the report is due' field within an on-demand report CCS the contractor should select the 'On-demand report' option. DefCARS will then provide a calendar selector from which the contractor should select the due date.

# Appendix 1 – Overview of reporting requirements

The deadlines for submitting contract and supplier reports, as well as component level information, are set by the Regulations. The due date for each type of report is measured by taking a period of one or more months (the submission period) from a specified starting event, as summarised in Table 1.

To determine when the period of a month, or months, expires, the corresponding day rule should be applied.<sup>10</sup> This means that the due date will be the day in the month in which the submission period ends which corresponds with the date of the specified starting event. If there is no corresponding date in that month, then the due date will be the nearest earlier date.

For example, where a QDC is entered into on 15 January, the initial reporting date for that QDC will be 15 January. The initial reports (Contract Pricing Statement, Contract Reporting Plan and Contract Notification Report) are due one month from the initial reporting date, which means that they will be due on the corresponding day in February, i.e. 15 February. If, by contrast, a QDC is entered into on 31 January, there will be no corresponding date in February. In this situation, the nearest, earlier date in February is 28 February (or 29 February in a leap year), and that will be the due date for the initial reports.

The SSRO considers the corresponding day rule should not be applied in respect of Quarterly Contract Reports. To facilitate a clear understanding across all stakeholders of the required submission dates, the due date for Quarterly Contract Reports should be understood as the end of the month following the end of the quarter. On this basis, the submission dates for quarterly contract reports are:

- End of Quarter 1 (31 July);
- End of Quarter 2 (31 October);
- End of Quarter 3 (31 January); and
- End of Quarter 4 (30 April).

DefCARS calculates the due date for <u>most</u> contract report submissions. <u>ItDue dates for</u> <u>some contract reports (ICRs by agreement) and component level information need to be</u> <u>provided by the contractor. DefCARS</u> does not do the same for supplier (overhead and strategic) reports and the corresponding day rule will need to be applied by the designated person to identify the due dates for those reports. When a supplier report is submitted, the SSRO will consider whether the report has been submitted on the correct date based on whether the submission date relates to when the on-going contract condition was met or the end of the designated person's relevant accounting period.

<sup>&</sup>lt;sup>10</sup> Interpretation Act 1978, Schedule 1. See *Dodds* v *Walker* [1981] 2 All ER 609 at 610, per Lord Diplock

### Table 1 – Due dates for contract reports and component level information

When?	Report	Due within	Guidance
Contract entered into	Contract Notification Report	One month of the initial reporting date.	The submission date is the same calendar day as the initial reporting date in the following month.
	Contract Pricing Statement		For example, where the initial reporting date is 15 February, the reports will be due by 15 March. However, where the
	Contract Reporting Plan		relevant subsequent month has fewer days such that there is no corresponding day, the submission date is the closest day to the expected corresponding date, rounded down. For example, where the initial reporting date is 30 January, report submission will be due on the last day of February.
During the contract	Revised CPS and CRP following contract amendment	depends on the valu at £10 million. If the greater, the revised month of the amenc £10 million then the	bmission of these revised reports ue of the amendment, with a threshold set amendment value is £10 million or reports must be submitted within one lment. If the amendment value is below reports are submitted at the same time ed update or completion report.
		Within one month of the end of each calendar quarter from the initial reporting date until the contract completion date. Not in the quarter of the initial reporting date or of the completion date.	<ul> <li>The submission date is the last day of the month after the quarter end. The following therefore applies: <ul> <li>For the quarter ending 31</li> <li>March, submission is due 30</li> <li>April.</li> <li>For the quarter ending 30</li> <li>June, submission is due 31</li> <li>July.</li> <li>For the quarter ending 30</li> <li>September, submission is due 31</li> <li>October.</li> </ul> </li> <li>For the quarter ending 31 December, submission is due 31 January.</li> </ul>

When?	Report	Due within	Guidance
	Quarterly Contract Report [Component value at or below £50m] component level information	agreement. Then su contract completion parties, each date to date agreed for the f information. No agreed dates: On last day of the calen	ore than five years following the time of och further dates before the expected date as may be agreed between the o be no more than five years after the first set of relevant component n the date which is three years after the dar quarter during which the initial then on the date which is each third date
	Interim Contract Report (lower value) [<£50m]	<ul> <li>Within two months after each reporting date.</li> <li>The reporting date is either:</li> <li>Agreed date with the Secretary of State within five years of agreement and within every five years thereafter; or</li> <li>If no agreement, three years after the quarter within which the initial reporting date fell and every three years thereafter.</li> </ul>	The submission date is the same calendar day two months after the reporting date. For example, where the reporting date is 15 February, the reports will be due by 15 April. However, where the relevant subsequent month has fewer days such that there is no corresponding day, the submission date is on the closest day to the expected corresponding date, rounded down. For example, where the reporting date is 31 December, report submission will be due on the last day of February in the following year.
	Interim Contract Report (higher value) [>£50m]	Within two months after each reporting date. The reporting date is either:	The submission date is the same calendar day two months after the reporting date.

When?	Report	Due within	Guidance
		<ul> <li>Agreed date with the Secretary of State within three years of agreement and within every three years thereafter; or</li> <li>If no agreement, 12 months after the quarter within which the initial reporting date fell and every year thereafter.</li> </ul>	For example, where the reporting date is 28 October, the reports will be due by 28 December. However, where the relevant subsequent month has fewer days such that there is no corresponding day, the submission date is on the closest day to the expected corresponding date, rounded down. For example, where the reporting date is 31 December, report submission will be due on the last day of February in the following year.
	Interim	-	fter each reporting date.
	Contract	The reporting date is	
	Report		the Secretary of State within five years
	(lower value)	of agreement an	d within every five years thereafter; or
	[ <del>&lt;£50m]</del>	• If no agreement,	three years after the quarter within which
	<u>component</u>	the initial reporti	ng date fell and every three years
	<u>level</u>	thereafter.	
	information		
	Interim		after each reporting date.
	Contract	The reporting date is	
	Report		the Secretary of State within three years
	(higher		d within every three years thereafter; or
	<u>value)</u> [⊳£50m]	¥	12 months after the quarter within which ng date fell and every year thereafter.
	<del>[&gt;£50m]</del> component	<del>une initial reportil</del>	ng uale ten and every year thereatter.
	level		
	information		
	Interim	Within two months a	after each reporting date.
	Contract	The reporting date is	
	Report		the Secretary of State within five years
	(lower		d within every five years thereafter; or
	value)		at the same time as the contract level
	[<£50m]	information.	
	<u>component</u>		
	<u>level</u>		
	information		

When?	Report	Due within	Guidance			
	Interim Contract Report (higher value) [>£50m] component level information	<ul> <li>Within two months after each reporting date.</li> <li>The reporting date is either: <ul> <li>Agreed date with the Secretary of State within three of agreement and within every three years theread</li> <li>If no agreement, at the same time as the contract information.</li> </ul> </li> </ul>				
After contract end	Contract Completion Report	six months after the contract completion date.	The submission date is the same calendar day six months after the completion date. For example, where the completion date is 15 February, the report will be due by 15 August. However, where the relevant subsequent month has fewer days such that there is no corresponding day, the submission date is the closest day to the expected corresponding date, rounded down. For example, where the completion date is 30 August, report submission will be due on the last day of February in the following year.			
	Component Completion Report	Within 12 months of the closure of the component unless component completion date is within 12 months of the expected contract completion date. In these cases, the component completion information will then be required a usual when the Contract Completion Report is submitted months after the contract completion date.				
	Contract Costs Statement		The submission date is the same calendar day of the same month as the completion date, in the following year. For example, where the completion date is 15 February, the report will be due by 15 February the following year. However where the relevant subsequent month has fewer days such that there is no corresponding day, (that is, if a contract was completed on the last day of February in a leap year), the submission date is the closest day to the expected corresponding date.			

When?	Report	Due within	Guidance				
	Contract Costs Statement: Component level information	12 months after the component completion date, unless component completion date is within 12 months of the expected contract completion date. In these cases, the component cost information will then be required as us when the Contract Costs Statement is submitted 12 m after the contract completion date.					
On demand	On-Demand Contract Report	Varies according to report required.	<ul> <li>If the Secretary of State directs the provision of an on-demand report, the due dates are:</li> <li>CPS or CRP – an agreed date no more than 3 months after receipt of the written direction, or failing agreement 1 month after receipt of the written direction;</li> <li>ICR - an agreed date no more than 6 months after receipt of the written direction direction, or failing agreement 2 months after receipt of the written direction;</li> <li>CCS where direction given within 1 month of the initial reporting date – within 12 months after the last day of each period specified in the written direction; and</li> <li>CCS where direction given later - an agreed date no more than 18 months after receipt of the written direction; or failing agreement 6 months after receipt of the written direction.</li> </ul>				

# <u>Appendix 2 – DefCARS reports / pages applicable to</u> <u>different pricing methods</u>

### <u>Key</u>

- Applicable at contract level
- = Not applicable for that report
- = Applicable at contract and component level

# Default pricing method

	Report type	9								
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary	,									
Actual & Forecast Anlaysis of Cost	:									
Quarter	·									
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

### **19A Commercial Pricing**

Report type										
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

### 19B(3) Prices determined in accordance with law where the relevant law specifies the price

	Report type	:								
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

# **19B(4)** Prices determined in accordance with law

	Report type									
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

### **19C Previously agreed price**

	Report type	2								
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

### **19D Novated Contract Price**

	Report type									
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

### 19E Competed rates applied to uncompeted volumes

	Report type									
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

# 19F Agreed changes to the contract profit rate

	Report type	2								
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

# 19G Aggregation of components

	Report type	2								
DefCARS page	CIR	OD CRP	OD CPS	QCR <£50m	QCR £50m+	ICRL	ICRH	CCR	Comp CR	CCS
Report home	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Supplier										
Report Submission Admin										
Contract										
Reporting Plan										
Profit										
Pricing Method Breakdown										
DPS Inputs										
DPS Input Values										
Summary Analysis of Price										
Cost Recovery Rates										
Cost Breakdown										
Assumptions										
Assumptions Inflation										
Assumptions Exchange Rates										
Sub Contracts										
Payments										
Key Deliverables										
Milestones										
Reminder of Obligations										
Submission										
Analysis of Cost by Supplier Breakdown										
Actual & Forecast Price Summary										
Actual & Forecast Anlaysis of Cost										
Quarter										
Variance, Events & Circumstances										
Final Payments										
Actual & Forecast DPS Input Values										
Cost Recovery Bases										
Actual & Forecast Cost Recovery Bases										

# <u>Appendix 3 – CRP, CPS and CNR</u> <u>fields included within the CIR</u>

### Table 1: CRP, CPS and CNR fields within the CIR

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CIR Report Page      Y = applicable to that report      N = not applicable to that report      Grey rows relate to pages not      applicable to on-demand-reports	CRP	CPS	CNR (cannot be requested on- demand)
Supplier	Y	Y	Y
Report Submission Admin	Y	Y	Y
Contract	Y	Y	Y
Reporting Plan	Y	N	N
Profit	N	Y	N
Pricing Method Breakdown	Y	Y	Y
DPS Inputs	Y	N	N
DPS Input Values	N	N	Y
Summary Analysis of Price	N	N	Y
Cost Recovery Rates	Y (partial) • Name of rate • Recovery Base units	Y (partial) • Business Unit Name • Name of rate • Type of cost recovery rate • Rate in £ or % • Rate • Of which overheads • Provisional or final rate	Y (partial) • Name of rate • Volume
Cost Breakdown	N	Y	N
Assumptions	N	Y	N
Assumptions Inflation	N	Y	N
Assumptions Exchange Rates	N	Y	N
Sub Contracts	N	N	Y
Payments	N	N	Y
Key Deliverables	Y (partial) • Metric parameter • Metric definition • Related DPS code • Related DPS description	N	Y (partial) • Name of deliverable • Description of deliverable comment • Metric value • Metric units
Milestones	N	N	Y
Reminder of Obligations	N	Y	N

# <u>Appendix 4</u> – DPS glossary

Equipment type (DPS)	Definition
Submarine	The complete working boat - includes the design, development, and production of complete units (i.e. the prototype or operationally configured units, which satisfy the requirements of their applicable specification(s), regardless of end use). Includes, for example, hull & structural fittings, primary & secondary propulsion systems, electrical generation including conversion and distribution, control & communications, ship services, outfit & furnishing, armament & pyrotechnics, fixed ballast and all other installed equipment.
Sea System (surface ship)	The complete working ship - includes the design, development, and production of complete units (i.e. the prototype or operationally configured units, which satisfy the requirements of their applicable specification(s), regardless of end use). Includes, for example, hull & superstructure, propulsion, electrical, control & communications, armament, ancillary systems and all other installed equipment.
Unmanned maritime system	The complex of equipment (hardware/software), data, services, and facilities required to design, develop, produce, test, operate and support unmanned maritime systems. Includes all classes of surface and subsurface (undersea) water vessels: a. Unmanned Surface Vehicles (USVs) b. Unmanned Undersea Vehicles (UUVs)
Surface vehicle	The complex of equipment (hardware/software), data, services, and facilities required to develop and produce a vehicle system with the capability to navigate over the surface. Surface vehicle categories include vehicles primarily intended for general purpose applications and those intended for mating with specialised payloads. The Surface Vehicle subsystem DPS should be used for a vehicle used to navigate the surface which does not have track. Excludes track vehicles and wheeled armoured vehicles.
Wheeled Armoured Vehicle	The complex of equipment (hardware/software), data, services, and facilities required to develop and produce an armoured vehicle system with the capability to navigate over the surface. Vehicle categories include vehicles primarily intended for general purpose applications and those intended for mating with specialised payloads. Wheeled armoured DPS should be use for any vehicle which navigates the surface with applied armour (track or otherwise). Excludes non applied armoured surface vehicles and track vehicles (armoured or non-armoured).

Equipment type (DPS)	Definition
Tracked vehicle	The complex of equipment (hardware/software), data, services, and facilities required to develop and produce a track vehicle system with the capability to navigate over the surface. Surface vehicle categories include vehicles primarily intended for general purpose applications and those intended for mating with specialised payloads. Track vehicle DPS should be used for any vehicle which navigates the land with track Excludes Surface Vehicle Systems and wheeled armoured vehicles (vehicles with applied armour).
Fixed Wing aircraft	The complex of equipment (hardware/software), data, services, and facilities required to develop, produce, and support a fixed wing aircraft. This contents of this DPS do not apply to rotary wing or unmanned aircraft systems (drones).
Rotary wing aircraft	The complex of equipment (hardware/software), data, services, and facilities required to develop, produce, and support a rotary wing aircraft. The contents of this DPS do not apply to fixed wing or unmanned aircraft systems (drones).
Unmanned aerial vehicle (drone)	The complex of equipment (hardware/software), data, services, and facilities required to design, develop, produce and support UAV systems. Includes, for example: a. Those employing fixed, movable, rotary, or dirigibles and b. those UAVs designed for powered or unpowered movement (i.e. gliders).
Ordnance system	The complex of hardware, software, data, services, and facilities required to develop and produce the capability for applying munitions to a target.
Missile system	The complex of hardware, software, data, services, and facilities required to develop and produce the capability of employing a missile weapon in an operational environment to detect and defeat selected targets.
Weapon system	The complex of hardware, software, data, services, and facilities required to develop and produce the capability of housing, launching and guiding a munition in an operational environment to detect and defeat selected targets.
IT system	The complex of equipment (hardware/software), data, services, and facilities required to develop and produce an Information technology system capability such as a command and control system, radar system, communications system, information system, sensor system, navigation/guidance system, electronic warfare system, support system, etc.

Equipment type (DPS)	Definition
Radar and communications	The complex of equipment (hardware/software), data, services, and facilities required to develop and produce an electronic system capability such as a command and control system, radar system, communications system, information system, sensor system, navigation/guidance system, electronic warfare system, support system, etc.
Ancillary services	This DPS covers any contract <u>and component level information</u> for necessary support to the primary activities or operation of an organisation such as facilities management, provision of utilities (gas, electricity and water), outfitting and furnishings and ground maintenance etc.
Specialist equipment	This DPS covers all specialist equipment not listed in another DPS.