



**SSRO**

Single Source  
Regulations Office

## 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, including component level information, 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. Reporting requirements changed significantly on 1 April 2024 and contractors will need to ensure they are familiar with what is required from this date. Contract reports and component level information contain a range of data about contract requirements, payments, estimated and actual costs, profit, factors affecting delivery and sub-contracts.
- 1.2 Guidance on the 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 on DefCARS functionality is available. 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 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
  - keeping the provision of the framework under review and making recommendations for change to the Secretary of State.

<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.

- 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 qualifying 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 of DefCARS management information products which it makes available to those managing contracts in the MOD on the reporting guidance page of its website. This publication is so that contractors are aware of some of the information the MOD may use to 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 the reported information to keep under review the provision made by Part 2 of the Act and the Regulations.
- 1.9 The [compliance methodology](#) can be found on the SSRO website. It 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 to facilitate both compliance with reporting obligations and discharge of some of the SSRO's functions. This guidance identifies relevant features of DefCARS, makes clear how requirements can be met using the system and gives assistance with submitting reports through the system.
- 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 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, as certain data is auto-populated from one report to another. Validation errors and warnings will provide the submitter with assistance when reviewing data entered. When reporting component level information users will need to understand which of the validation warnings are applicable in the scenario being reported on and may therefore need to ignore some validation warnings which are automatically flagged by the system.
- 1.15 The system has been designed to facilitate future changes to the regulatory framework, and will allow the introduction of better analysis and reports to inform contract negotiations between the MOD and contractors. The SSRO may, however, need to introduce workaround solutions to the system before more permanent changes can be made. 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.

### Personal data

- 1.17 The SSRO 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.
- 1.18 One of these principles is to limit the information which includes personal data, and is held within DefCARS, to only that which is necessary. 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 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

- 1.19 The SSRO engages stakeholders 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. Any contractor with a QDC or QSC can become a member of this group. For more details contact the [SSRO helpdesk](#).
- 1.20 The SSRO will prioritise the future development of its reporting guidance and DefCARS taking into account the feedback received from the Reporting and IT sub-group. The SSRO will aim to issue updates at appropriate intervals, clearly explaining what has changed from one version to the next. Contractors will need to familiarise themselves with these changes and have regard to the guidance in place at the time of reporting.

## Opinions and determinations

- 1.21 The Act and Regulations provide for the SSRO to give opinions and make determinations on matters related to the pricing of proposed or agreed qualifying contracts upon referral by specified persons. Further details of the matters that may be referred and how the SSRO responds to referrals can be found in the [SSRO's related procedural guidance](#).

## Non-referral advice service

- 1.22 The SSRO can provide independent and authoritative advice on a confidential basis on any matter related to the interpretation and application of the regulatory framework for single source defence contracts. Either party to a current or proposed qualifying contract may seek non-referral advice on the application of the regulatory framework to that contract. Further information on the SSRO's non-referral advice service can be found on [our website](#).

## 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. This functionality extends to the submission of initial component level information. 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 involve the creation 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, enabling the Administration User to add other users.
- 2.3 To discuss access to the Potential QDC/QSC feature, companies should contact the SSRO helpdesk ([helpdesk@ssro.gov.uk](mailto: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 section 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 need to contact the SSRO helpdesk and the SSRO will facilitate the conversion on the system. The MOD can also convert contracts and will inform the SSRO when they do this. 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.

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2 All contract reports or component level information are available in the potential QDC/QSC feature.

## Training feature

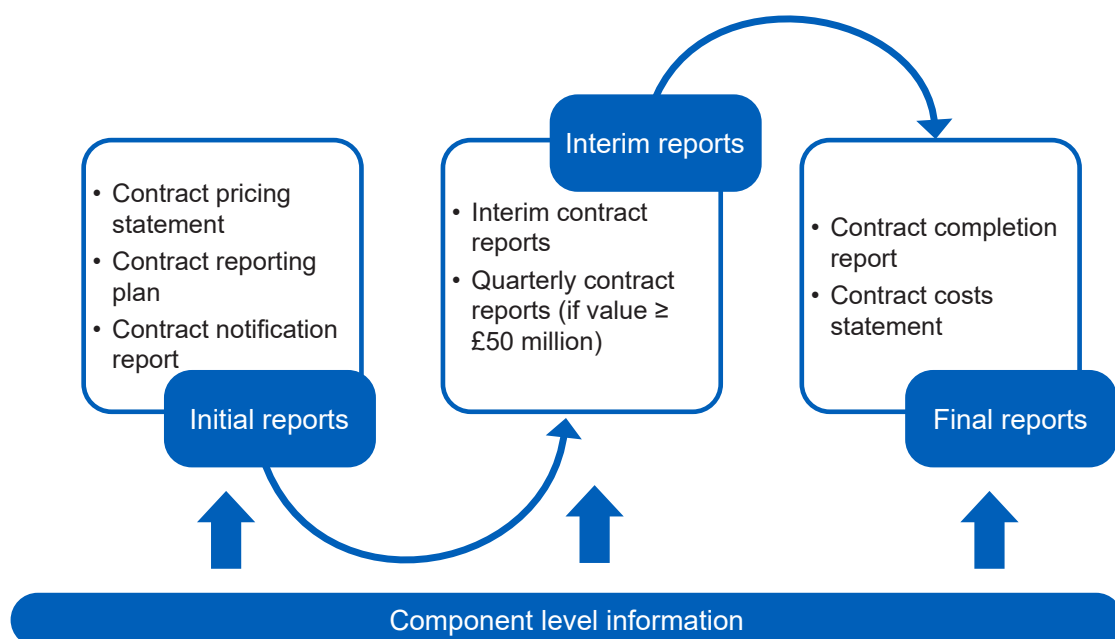
- 2.8 Functionality within DefCARS has been developed to allow experienced users to train other users within their organisation. This feature also helps users become accustomed to the functionality of the system and the type of information required to complete reports.
- 2.9 DefCARS users are only eligible 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](mailto: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.
- 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 and frequency of interim reports is dependent on the assessment of contract value<sup>3</sup> and contract duration. Contractors may also need to provide information on any components within their contract at the initial, update or completion stage, depending on how the contract has 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:
- uses a different contract pricing method to the contract pricing method used in any other part of the contract; or
  - has a different contract profit rate to the contract profit rate used in any other part of the contract; or
  - 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)<sup>4</sup>, 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.

### Exhibit 1 – Contract reports



<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.

<sup>4</sup> Which enables the Regulations to make provision about when parts of a QDC are or are not to be treated distinctly from other parts of the contract.

- 3.6 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**<sup>5</sup>. The three reports can still be viewed individually and printed for review.
- 3.7 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 default pricing methods (e.g. firm price, fixed price, cost plus, estimate based fee, volume driven price and target price) 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;
  - 19B: Prices determined in accordance with law (either in relation to regulation 19B(3), or 19B(4));
  - 19C: Previously agreed price;
  - 19D: Novated contract price;
  - 19E: Competed rates applied to uncompleted 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-completed 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.

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5 The Contract Initiation Report is not a report which is identified in the Regulations.

- 3.12 The legislation does not apply retrospectively, including in relation to reporting requirements. As such, contract reports which were submitted prior to 1 April 2024 in accordance with the legislation as it applied at the time need not be re-submitted to comply with the new reporting requirements which came into force on 1 April 2024. However, if extant contracts entered into prior to 1 April 2024 contained components as of 1 April 2024 (because that is the effect of the amended legislation which came into force on 1 April 2024), then the requirement to report component level information applies prospectively from 1 April 2024 onwards, subject to certain transitional provisions (see paragraphs 3.17 – 3.21).
- 3.13 Contractors need to be clear that where a component is added to a contract, where none existed previously, two components will be created. The part of the contract which existed before the new component was formed will be one component and the new component will be another. For example, if a fixed price contract existed before 1 April 2024 with a contract profit rate of 10 per cent, and is amended post 1 April 2024 to add, first, a new fixed price element with a profit rate of 10.5 per cent and, second, some outputs which have a commercial price (see Exhibit 2), then in this scenario there would be three components.: The part of the contract which existed prior to the amendment would be one component (Component 1), the new fixed priced part (because of the distinct profit rate) would be another component (Component 2) and the commercially priced part (because it uses a different contract pricing method) would be another component (Component 3). Further examples of component reporting have been added to Appendix 2.

### Exhibit 2: Components in contracts example



### Setting up a contract and a component in DefCARS

- 3.14 The SSRO will need to be notified, either by the MOD or the contractor, that a QDC or QSC, and any components of those contracts, needs to be added to DefCARS. Components may be created when a contract is first entered into and when the price of a QDC or QSC is re-determined on amendment. Contractors will need to notify the SSRO when they know they have a QDC or QSC and if, at any stage that contract has component(s) of the contract price that need to be reported on. 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.

- 3.15 In order for a contract or component to be added to DefCARS the SSRO needs the following information to be provided:
- the contracting company;
  - a short contract or component title;
  - a contract or component reference number;
  - the date the contract or component was entered into;
  - the date the contract or component is expected to complete;
  - the contract or component price and, if known, the contract or component value;
  - the QDC to which the QSC relates (QSCs only); and
  - the QDC or QSC to which the component relates.
- 3.16 Components will appear below the contracts to which they relate on the home screen or according to the contract reference numbers (if the user sorts the list in this way). For example, Exhibit 3 shows how two components appear in relation to a contract in DefCARS. Admin Users will need to ensure that users who have access to the contract also have access to the components which relate to them as the two will be set up independently of each other in DefCARS.

### Exhibit 3 – Components in DefCARS

TRAINING - On-Boarding Contractor	ROL Test 1
TRAINING - On-Boarding Contractor	ROL Test 1- Component 1
TRAINING - On-Boarding Contractor	ROL Test 1- Component 2
TRAINING - On-Boarding Contractor	Supplier Reports

### Transitional provisions

- 3.17 The Regulations which came into force on 1 April 2024 apply prospectively from that date to existing contracts in the same way that they apply to new contracts, except that in a limited number of cases the Regulations have delayed or altered effect for extant contracts entered into prior to 1 April 2024 through transitional provisions. These cases are listed in regulation 44 of the Single Source Contract (Amendment) Regulations 2024. The transitional provisions relevant for reporting are as set out in Table 1.

**Table 1 - Transitional provisions relating to reporting**

Report type	Provision
Contract pricing statement (CPS)	For contracts entered into, or to any amendment to such a contract agreed, before 1 April 2024: the amendments made to regulation 23 (the CPS) and regulation 24 (the CRP) do not apply.
Contract reporting plan (CRP)	
Quarterly contract report (QCR)	For contracts entered into before 1 April 2024, the amendments made to regulation 26 (the QCR) do not apply until 1 April 2025.
Interim contract report (ICR)	For contracts entered into before 1 April 2024, the requirement to report cost recovery base information under regulation 27(4A)(e) and (g)(ii) within the ICR does not apply.

- 3.18 In order that it is clear from a system perspective when future component information is to be expected, and despite these transitional provisions, the SSRO strongly suggests that contractors submit an on-demand Contract Reporting Plan for each component, completing just the entered into and completion dates in the 'contract' page, and the reporting schedule in the 'reporting plan' page. The remaining provisions (see the last two rows of Table 1) will apply to the QCR and ICR where those are reports which must be submitted.
- 3.19 Table 2 sets out the information which is required initially in different contract scenarios. The first column explains the different contract scenarios that might arise. The second column explains the initial information which is required to be submitted for the contract as a whole and the final column explains for each component which type of report should be used to report the initial information about the component.

**Table 2 – Initial report information requested for each component**

Scenario	Contract level reporting	Component level reporting
New contract entered into post 1 April 2024 with components	CIR in DefCARS	CIR for each component
Contract entered into post 1 April 2024, amended to include an additional component(s) with a component value over £10m	OD CRP and OD CPS	OD CRP and OD CPS for each component(s)
Contract entered into post 1 April 2024, amended to include an additional component(s) with a component value less than £10m	OD CRP and OD CPS at next update report stage	OD CRP and OD CPS at next update report stage for each component(s)
Existing contract, entered into before 1 April 2024, amended with component(s) created post 1 April 2024	No change to existing reporting requirements	New OD CRP for each component using on-demand functionality in DefCARS to report component entered into date, completion date and reporting schedule

Scenario	Contract level reporting	Component level reporting
Existing contract, entered into before 1 April 2024, with existing components	No change to existing reporting requirements	New OD CRP for each component using on-demand functionality in DefCARS to report component entered into date, completion date and reporting schedule
Existing contract, entered into before 1 April 2024, with existing components and new components created post 1 April 2024	No change to existing reporting requirements	New OD CRP for each component using on-demand functionality in DefCARS to report component entered into date, completion date and reporting schedule

- 3.20 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, where the contract is comprised of components, will also need to submit component information via a CIR for each component. 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.
- 3.21 Where the parties to a contract entered into after 1 April 2024 agree to amend the price in a way that results in components being formed, there is a requirement to submit a revised CPS and CRP at the contract level, but not a revised CNR. Therefore, if a contract that is entered into after 1 April 2024 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.

### **Cross cutting requirements for alternative pricing methods**

- 3.22 There are cross cutting requirements where alternative pricing methods are used to price contracts. They are:
- where 'costs' (estimated or actual) were used primarily as the basis of pricing, in some cases (where the regulation 19E CRUV method has been used) the 'price payable' or 'volumes' are to be reported instead of the costs;
  - where the price of a contract or component is determined entirely using a method that does not require costs to be distinguished from profits (regulations 19A Commercial Pricing, 19B(3) Prices determined in accordance with law, 19C previously agreed price or 19E CRUV), any requirement to report information split by the defined pricing structure (DPS) does not apply; and
  - where the contract or component price was determined in accordance with a contract pricing method that does not require costs to be distinguished from profits, any reference in the legislation to the 'costs of the contract or component' is to be treated as a reference to the 'price of the contract or component'.

## Reporting requirements

- 3.23 The specific regulations to which contractors should refer when completing their reports are set out in Table 3.

**Table 3 – 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).

- 3.24 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.
- 3.25 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 guidance produced by the SSRO which relates to the pricing of contracts are:
- [Single Source Cost Standards: Statutory Guidance on Allowable Costs.](#)
  - [Guidance on the baseline profit rate and its adjustment;](#) and
  - [Guidance on alternative pricing.](#)

- 3.26 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 contractor's 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.
- 3.27 Unless this guidance specifically indicates otherwise, contractors should complete all data fields. Where a contractor does not have data to input to a required field, '0' should be entered to ensure report completeness.

#### **Date a contract or component is 'entered into'**

- 3.28 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 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 re-determination.
  - b. Regulation 22(10)(c) defines the **initial reporting date**, to mean the date the contract or component was 'entered into' or, for a QDC by amendment, the date of the amendment.
- 3.29 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 4 summarises the relevant submission due date requirements.



**Table 4 – Reporting date 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 <b>entered into</b> .
Regulation 23(1)(a), (b) (CPS)	<p>Contractors must provide a CPS for a QDC within one month of the <b>initial reporting date</b>.</p> <p>If the 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 contract pricing statement is required to be submitted:</p> <p>(i) where the amendment has a value of £10m or more, within one month of the amendment; or</p> <p>(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).</p>
Regulation 24(1) (a), (b) CRP	<p>Contractors must provide a CRP for a QDC within one month of the <b>initial reporting date</b>.</p> <p>If the contract is amended so as to create a new component, a revised contract reporting plan is required to be submitted:</p> <p>(i) where the amendment has a value of £10m or more, within one month of the amendment; or</p> <p>(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).</p>
Regulation 25(1) CNR	Contractors must provide a CNR for a QDC within one month of the <b>initial reporting date</b> .
Regulation 26(1), (2), (3) and (6B) QCR	<p>Contractors must provide a QCR for a QDC within one month of the end of each calendar quarter from the <b>initial reporting date</b> until the contract or component completion date for any contract valued at or above £50m</p> <p>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:</p> <ul style="list-style-type: none"> <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>

Regulation	Requirement
	<p>In cases where the component value is less than £50m, and costs are indistinguishable from profits, component level information is not required.</p> <p>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.</p>
Regulation 27(1), (2), (3), (3A) ICR	<p>Contractors must provide an ICR 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.</p> <p>The ICR submission date requirements do not differentiate between contracts or components where costs and profits are indistinguishable and those that are not.</p> <p>The requirements for a contract or component with a value under £50m:</p> <ul style="list-style-type: none"> <li>• contract or component information, with agreement from the MOD, up to five years from the time of agreement and subsequent reports must be within five years of the previous reporting date;</li> <li>• 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> <p>The requirements for a contract or component with a value of £50m or more:</p> <ul style="list-style-type: none"> <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 28(1) CCR	<p>Contractors must provide a Comp CR within 12 months of a component completion date, but this need not be provided if the component information is included within the CCR and the CCR is provided within 12 months of the component completion date.</p> <p>Contractors must provide a CCR within six months of the contract completion date.</p>

Regulation	Requirement
Regulation 29 (1) CCS	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.

### **‘Date entered into’**

- 3.30 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.
- 3.31 A contract or component is ‘entered into’ on the date that a contract or component 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.
- 3.32 Assuming a valid offer has been made, the date on which a contract or component 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 or component to be effective, and an offer can set out the mode of acceptance.
- 3.33 It is possible for contracts or components to be entered into orally between the MOD and contractors but it is generally expected that such contracts or components will be made in writing.
- 3.34 Where oral negotiations or a verbal contract or component have been put in writing, the general position is that the date the contract or component has been ‘entered into’ will be the date the written contract or component was entered into and not the date of any earlier verbal negotiations.
- 3.35 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 or component, depending on the circumstances.
- 3.36 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 or component for the purposes of the Act and the Regulations.

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

- 3.37 Generally, the date a written contract or component is entered into will be the date the accepting party signs or delivers the contractual documentation. 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 or component 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 component 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 into the contract or component is usually the date the other party signed the document.

3.38 Where in exceptional circumstances a contract is to be accepted by post, the contract or component is formed on the date the contract is delivered to the Post Office.

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

- 3.39 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.
- 3.40 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.
- 3.41 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).
- 3.42 In these circumstances, the date the contract or component 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.
- 3.43 This is an example of the third bullet point in paragraph 3.37 of ways a written contract can be entered into, as well as a situation where a contract is to be accepted by post.
- 3.44 If the MOD chooses to enter into a contract or component 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**

- 3.45 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 or component. The effective, start or commencement date may be different from the date of entry into the contract or component.

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

### Framework contracts

- 3.47 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.
- 3.48 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.
- 3.49 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 3.60);
  - contract price (Table 11);
  - price committed to pay (Table 11); and reporting thresholds (paragraphs 5.4-5.9, 6.5).

### Contract amendments

- 3.50 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).
- 3.51 Where a contract is amended:
- The date of the amendment will be the date on which the contract or component which gives effect to the amendment is entered into.
  - The date of entry into the contract or component will be the date of entry into the original contract or component, unless the intention of the parties at the time of entering into the original contract or component was that the original contract or component would be superseded by the amendment, in which case the date of entry into contract or component will become the date of the amendment.
- 3.52 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).
- 3.53 If the parties are not sure whether they have amended or superseded the original agreement, they should seek legal advice.

### Reporting QSC assessments

- 3.54 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. 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.
- 3.55 This information must be provided in the Contract Notification Report, Quarterly Contract Report, Interim Contract Report and Contract Completion Report. Table 24 provides further guidance on sub-contract data input.

- 3.56 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.
- 3.57 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.

### 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,  $20\% \times (\text{£}1.5 \text{ million} + \text{£}2 \text{ million} + \text{£}21 \text{ million} + \text{£}4 \text{ million}) = \text{£}5.7 \text{ million}$ , 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.



**Status of SC5:** 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.

**Notification requirements:** 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](#).

**Reporting requirements:** 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. This includes sub-contracts SC1 – SC4 which were disregarded for the purposes of the determining the value of SC6 and SC7. Paragraph 4.78 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. 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 4.79 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. However, since both SC6 and SC7 have had a positive QSC assessment, Contractor A need not report this information.

- 3.58 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.
- 3.59 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

- 3.60 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.
- 3.61 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.
- 3.62 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)).
- 3.63 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)).
- 3.64 The requirement to be fulfilled by the sub-contract whose value is being assessed (see paragraphs 3.62) 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

- 3.65 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)).
- 3.66 An amendment will be treated as a new contract for the purposes of section 14 when either the circumstances in regulation 7A(2) or regulation 7A(3) apply.
- 3.67 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.
- 3.68 The circumstances in which regulation 7A(3) applies are when a contract is “amended in such a way as to amount in effect to termination of that contract and the creation of a new contract”. Such a situation can arise based on the common law position as described in paragraph 3.70 below.
- 3.69 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.
- 3.70 In limited circumstances, an amendment to a contract may create a new contract. Under common law<sup>6</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.
- 3.71 Contractors should seek legal advice if they are unsure whether a proposed amendment will result in a new contract.

<sup>6</sup> English law that is derived from custom and judicial precedent rather than statutes.

## Reporting a QDC by amendment

- 3.72 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

- 3.73 Contractors are required to report the contract and component completion date of each qualifying contract and of associated sub-contracts. The circumstances in which completion dates are required to be reported are set out in Table 5.

**Table 5 - Contract and component completion date in contract reports**

Regulation	Report	Requirement
22(2)(i) 22(2A)(g)	All	Each contract or component report must contain the contract or component completion date (or, if that date is not known, the expected contract or component 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)	ICR (contract value < £50 million)	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.

- 3.74 Regulation 4(1) provides that the “contract completion date”, in relation to a contract, means:
- the date on which the contractor completes all obligations which entitle it to final payment under the contract; or
  - if the contract is terminated before this date, the date on which the contract is terminated.
- 3.75 Regulation 4(1A) provides that the “component completion date”, in relation to a component means:
- the date on which the contractor completes all obligations under that component which entitle it to final payment in respect of that component; or
  - if that component is terminated, but any other part of the contract is not terminated, the date on which the component is terminated.

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

- 3.76 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.
- 3.77 If a contractor submits a contract report prior to the contract or component 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.
- 3.78 The contractor's expectation of when it will complete all obligations entitling it to final payment under the contract or component may change as work progresses. There are many reasons why this may be the case, including changed requirements, unexpected circumstances and performance issues. Paragraphs 3.80 – 3.81 identify how the contractor should deal with reporting a new contract or component completion date.
- 3.79 There are payments that should not be considered when determining the completion dates under regulations 4(1) 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.
- 3.80 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.
- 3.81 Unless obligations attract a payment under the contract from the contracting authority, they should not be considered when determining the relevant completion date under regulation 4(1) or 4(1A).

### Termination of a contract or component

- 3.82 A contract or component may be terminated in advance of the expected completion date. If that occurs, then regulations 4(1)(c) and 4(1A)(b) provide that the completion date will be the date on which the contract or component is terminated.
- 3.83 Determining the date of termination 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.
- 3.84 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 completion date is correctly identified for the purposes of reporting.
- 3.85 A contract or component completion date is likely to be determined under the above provisions for termination after a contract or component completion date has already been reported in earlier reports. Paragraphs 3.87 – 3.90 identify how the contractor should deal with reporting a new completion date.

### **Contract and component completion dates in different contracting arrangements**

- 3.86 The 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 QSC, which is let under a 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 QSC may fall before, on, or even after the contract completion date of the QDC. Similarly, a framework agreement may have a contract completion date and provide for separate, call-off contracts to be awarded under the framework. The contract completion dates of those call-off contracts may fall before, on, or after 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**

- 3.87 The completion date may change in the following circumstances:
- The contractor's prediction of when it will complete all obligations entitling it to final payment under the contract or component changes due to some change in circumstances; or
  - The contract or component is terminated in advance of the expected completion date.
- 3.88 The completion date is used to establish the due dates of the CCR, CCS and Comp CR. The contract completion date is also the date following which no further ICRs or QCRs are required. Table 6 summarises the effect of the completion date on other reporting requirements.

**Table 6 - Reporting dates established or qualified by the completion date**

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 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 completion date.
27A(1)	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 completion date.
29(1)	CCS	A contractor is required to provide a CCS within twelve months after the 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 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 completion date.

- 3.89 If the completion date changes, the contractor must report the correct completion date in subsequent contract reports.
- 3.90 DefCARS will calculate the due dates of reports based on the completion date that the contractor has reported in the Contract Reporting Plan (CRP). A changed completion date in a QCR or ICR will not update the CRP. If the 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 6. The MOD may direct the submission of an on-demand CRP, to ensure the updated completion date and changed reporting requirements are recorded, or the contractor may agree to provide an on-demand CRP without written direction. Contractors can submit an on-demand CRP in DefCARS and Section 9 of this guidance deals with the submission of on-demand reports.

## 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 – 3.11 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 3 before reading this chapter to understand which parts of the initial reports are applicable to their contract or component based on how it has been priced and the value of the 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 CPS, CRP and 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 additionally need to be reported via a CIR for each component (see Table 2).
- 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 within one month of the date of novation.
- 4.4 Where the default pricing methods have been used to price goods, works or services as a component of the contract, Table 7 explains the component level information which needs to be separately identified.

**Table 7 – Component level information where default pricing methods are used**

Report	Component level information required
CPS	<ul style="list-style-type: none"> <li>Allowable Costs associated with component.</li> <li>Profit rate calculation associated with the component.</li> <li>Facts, assumptions and calculations associated with the component.</li> </ul>
CRP	<ul style="list-style-type: none"> <li>Specified component level information which the contractor must provide.</li> <li>The due date of the information.</li> <li>How contract deliverables relate to components.</li> <li>How contract cost recovery bases relate to components.</li> </ul>
CNR	<ul style="list-style-type: none"> <li>Explanation of how the annual profile of costs and profit (including risk contingency and incentive) relates to each component.</li> </ul>



- 4.5 Where an alternative pricing methods have been used to price goods, works or services as a component of the contract, Table 8 explains the specific CPS, CRP and CNR component level information which needs to be separately identified.

**Table 8 – Component level initial report information where alternative pricing methods are used**

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

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

- 4.6 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. Users need to be aware that reports downloaded in DefCARS do not include any of the new data requirements which were introduced on 1 April 2024. Contractors may wish to add this information to the reports after they have been downloaded. 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, contractors should familiarise themselves with regulations 22 – 25. Table 1 of Appendix 4 details which elements of the CRP, CPS and CNR make up each of the individual CIR pages.

### Report Home

- 4.7 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 2.6 – 2.7 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

- 4.8 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 or component of a 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.
- 4.9 Table 9 sets out the details that are required if the contractor is a registered company.

### Table 9 – 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	<p>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.</p> <p><b>Company registration for overseas contractors</b></p> <p>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:</p> <p><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.</p>

Data required	Guidance
Company Number	<p><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.</p> <p><b>EU:</b> the company number shown on the European e-Justice Portal.</p> <p><b>Australia:</b> the Australian Company Number (ACN) which is a nine-digit number assigned when the company is registered.</p> <p>Countries not included in the jurisdictions above should refer to their own regulatory authorities for the equivalent registered number.</p>
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.
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 ≤€50 million and/or annual balance sheet total of ≤€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).
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Report submission administration

- 4.10 The contractor must enter the following administration data (see Table 10), providing key contact details and confirmation of the 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 10 – Report submission administration data input**

Data required	Guidance
Date this report is due	<p>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 11) and the Reporting Plan page (see Table 12).</p> <p>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. 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. Guidance on the date a contract is entered into is provided at paragraphs 3.28-3.35 of this document.</p> <p>Where component level information is provided as part of a new contract, 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.</p> <p>If a contract entered into after 1 April 2024 is amended so as to create a new component under the contract, an on-demand CPS and CRP is required for the contract alongside a separate on-demand CPS and CRP for each component, all of which have a different due date depending on the value of the amendment. If the contract or a component of the contract is repriced in accordance with regulation 19F, an on-demand CPS will be required. In relation to the submission of the on-demand CPS and on-demand CRP:</p> <p>(i) where the amendment has a value of £10m or more, the due date is one month from the amendment; or</p> <p>(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).</p> <p>Appendix 1 summarises the deadlines for submission of each of the contract and supplier reports and provides assistance on how these should be calculated</p>
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. This information is not required under Regulation 22 and can be left blank if the contractor does not wish to provide this information.
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

## Contract

- 4.11 The contractor must enter some basic data about the contract as explained in Table 11. When reporting information about a component, this only needs to be provided when it is a different to that identified for the contract.

**Table 11 – Contract data input**

Data required	Guidance
Contract or component Title	The contract title provided should be consistent with the title on the actual contract. The component title 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 or component, such that a person with reasonable familiarity of the defence sector could understand what is being delivered.
Contractor's Unique Reference Number for Contract or component	The unique identifying number the contractor has allocated to the contract or component should be entered. Where the contractor does not allocate reference numbers to components, this field can be left blank.
MOD's Unique Reference Number for Contract or component	The unique identifying number allocated to the contract or component by the Secretary of State. <b>This field does not apply for QSCs.</b>

Data required	Guidance
Contract or component type	<p>The contractor is asked to categorise their QDC as either one of the following:</p> <ul style="list-style-type: none"> <li>• QDC</li> <li>• QDC by amendment</li> <li>• QSC</li> </ul> <p>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.</p> <p>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.</p> <p>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.</p>
Date Contract or Component Entered Into	<p>Dates in DefCARS can either be typed in using the format indicated or by using the calendar functionality.</p> <p>The contractor should provide:</p> <ul style="list-style-type: none"> <li>• the date a new contract or component 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> <p>If a new contract or component 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.</p> <p>Guidance on the date a contract is entered into is provided at paragraph 3.28-3.35 of this document.</p>
Contract or Component Completion Date	<p>Enter the expected contract or component completion date. Contractors should refer to regulation 4 which sets out the meaning of 'contract completion date'. Guidance on the contract completion date is provided at paragraphs 3.73-3.90 of this document.</p>

Data required	Guidance
Latest Pricing Amendment – Date	<p>The Regulations require that every report contains the date of the most recent pricing amendment which affects the price payable under the contract.</p> <p>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.</p>
Latest Pricing Amendment – Contractor Reference ID	<p>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.</p>
Latest Pricing Amendment – MOD Reference ID	<p>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.</p>
Date Contract or Component became a QDC/QSC	<p>This will be auto-populated based on the information provided in the Contract or component Type, Date Contract or component Entered Into and Latest Pricing Amendment Date fields (see above).</p> <p>The contractor is required to provide annual profiles of 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 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.</p> <p>The date in this field also drives the automated dates in the reporting plan. Where the date has been entered in error, it can only be amended by starting a correction report and amending the Date Contract or Component Entered Into date on the 'contract page'.</p>



Data required	Guidance
Total Contract Price (£m)	<p>The total contract or component price should be entered to three decimal places. The term contract price is defined in regulation 4A. The contractor will need to determine the price of the contract or component which they are reporting upon. Any options in a contract or component should not be included in the price until they have been exercised and the price has been amended. Consistent with the Regulation 5(2) definition of the value of a contract, the contract price should be reported net of i.e. excluding value added tax (VAT).</p>
Total Price Committed to Pay (£m)	<p>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 total contract price reported above. When identifying the price committed to pay of a framework agreement, contractors should refer to paragraphs 3.46 - 3.48.</p> <p>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 or component 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.</p> <p>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.</p>
Total Contract or Component Value (£m)	<p>Where it is known, the contractor must report the contract or component value which has been determined under regulation 5. This value determines what contract and component information the contractor is required to provide. For example, if the contract value is £50 million or greater, the contractor will be required to submit Quarterly Contract Reports.</p>
Business unit (Y/N)	<p>Contractors are asked to indicate by selecting Yes or No, whether there are any business units in relation to which a cost recovery rate (including in relation to costs allocated to the unit from central cost centres) 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.</p>

The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.

## Reporting Plan

- 4.12 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 should 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.
- 4.16 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 is encouraged to include those in the CRP.
- 4.17 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 are encouraged to submit an on-demand CRP because this is the only way of keeping the initial CRP up to date.
- 4.18 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.
- 4.19 The reporting plan page draws on the information entered on the Contract page (the entered into date and the completion date) to generate the reporting and submission dates for the fixed mandated requirements (CPS, CRP, CNR, CCR, CCS).

- 4.20 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.
- 4.21 DefCARS will ask a series of questions to assist the contractor to provide the required QCR and ICR information. These questions are listed in Table 12.

**Table 12 – Reporting plan data input**

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 (guidance is provided in Table 4 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 in a component level QCR, contractors should edit the QCR dates to the required agreed frequency.
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 4 of Chapter 3 to help contractors determine if and when ICRs are required). If there is agreement, contractors should enter the agreed reporting dates in the ICR report section of the Reporting Plan and DefCARS will calculate the report due date accordingly. If there is no agreement, DefCARS will auto-populate the relevant reporting date and report due dates based on the default dates prescribed in the Regulations.

Data required	Guidance
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 CRP, CNR, CPS, 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. These due dates should not be deleted when providing information at the contract level but the CPS, CNR, CCR and CCS dates may need to be deleted when providing information at the component level.
QCR	Where QCRs are a requirement the dates when these reports are due and must be submitted are auto-populated. 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.
ICR	If the contractor confirmed that there are agreed ICR dates then they should identify the reporting dates and DefCARS will calculate the report due date accordingly. If the contractor has not agreed these dates then the reporting dates and report 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 reporting dates for circumstances where the submission of component level information is not being made in line with contract level ICR reporting dates.
<b>Only complete the section below if On-Demand reports are required</b>	
On-Demand Contract Reports: <ul style="list-style-type: none"> <li>• CRP</li> <li>• CPS</li> <li>• ICR</li> <li>• CCS</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 (CRP, 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: <ul style="list-style-type: none"> <li>• Where CCS has been selected, is the report required for a specified period? (Yes/No)               <ul style="list-style-type: none"> <li>• Where Yes, the start and end date of the specified period are required.</li> </ul> </li> <li>• Are you submitting this report under written direction from the Secretary of State or by agreement?               <ul style="list-style-type: none"> <li>• Where by agreement, the contractor is asked to provide the date by which the report will be submitted.</li> <li>• Where by written direction, the contractor is asked if there is a due date for submission of the report (Y/N).</li> </ul> </li> </ul>

Data required	Guidance
	<ul style="list-style-type: none"> <li>Where the report is being submitted under written direction, the date the written direction was received?</li> </ul> <p>This process should be repeated for each on-demand report that the contractor has agreed to submit or is required to submit.</p>
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.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Profit

4.22 Regulation 23(3)(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.

Paragraphs 4.69 – 4.77 of this guidance explains the 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 From 1 April 2024, not 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. However, 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.

4.24 Where the default pricing methods have been used, this page collects high-level information on Allowable Costs and detailed information on either the six or four step contract profit rate calculation that generates the contract price. As contracts entered into prior to 1 April 2024 would have been priced using the six-step contract profit rate calculation 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 13 and 14.

**Table 13 – Profit data input**

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.
Total Allowable Costs (including any Risk Contingency Element) (£m)	<p>Confirm the total Allowable Costs (including any risk contingency element and net of any adjustment for group sub-contract pricing) in the contract in £ millions to three decimal places 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 including where the contractor wants to report any adjustment they have made for group sub-contract pricing. Later data entry pages will ask the contractor to provide further breakdowns of the Allowable Costs.</p> <p>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 that the CIR pages ask the contractor to provide further details relating to Allowable Costs.</p>

Data required	Guidance
Total Risk Contingency included in Allowable Costs (£m)	For 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 other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

- 4.25 The following data entry (see Table 14) relates to the calculation of the contract profit rate for a contract where the costs and profits are determined and identified separately for the purpose of pricing the contract. Regulation 23(3)(b) provides that the contractor must “describe the calculation that was made under regulation 11 to determine the contract profit rate, including all factors that were made under steps 1 to 4”. 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. Examples of how to complete this page in different contract scenarios have been added to Appendix 5 of this guidance.

**Table 14 – Calculation of the contract profit rate data input**

Data required	Guidance
Step – Baseline Profit Rate (BPR) %	<p>Select from the drop-down list the applicable baseline profit rate for a contract or component where the costs and profits are determined and identified separately for the purpose of pricing the contract, and where one rate applies to the whole 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. This means:</p> <ul style="list-style-type: none"> <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>

Data required	Guidance
	<p>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.</p> <p>For a QSC, the time of agreement will be the date of entry into the sub-contract.</p> <p>There is an option to select 'Other' for the contract level report and leave the field blank where:</p> <ul style="list-style-type: none"> <li>• there are multiple BPRs because of a number of components with a distinct BPR;</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 – Cost Risk Adjustment %	<p>State any CRA that has been agreed with the MOD or the contracting authority in the case of a QSC, to two decimal places. This applies for a contract or component where:</p> <ul style="list-style-type: none"> <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> <p>This must be within a range of plus or minus 25 per cent of the baseline profit rate.</p> <p>The requirement to provide a description of how the adjustment was calculated applies to any cost risk adjustment, including zero cost risk adjustments.</p> <p>The field should be left blank for the contract level report where:</p> <ul style="list-style-type: none"> <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 – Profit on Cost Once (POCO) adjustment % (not applicable for contracts entered into after 1 April 2024)	Leave blank for contract entered into after 1 April 2024 or where a contract has a component entered into after 1 April 2024.
Step – Single Source Regulations Office funding adjustment % (not applicable for contracts entered into after 1 April 2024)	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 – Agreed Incentive Adjustment (IA) %	<p>State any IA agreed with the Secretary of State (QDCs) or contracting authority (QSCs), to two decimal places for a contract or component where:</p> <ul style="list-style-type: none"> <li>• the costs and profits are determined and identified separately for the purpose of pricing the contract; and</li> <li>• where one IA rate applies</li> </ul> <p>Contractors should include an explanation of the financial incentive and how it would apply in the supporting description.</p> <p>The field should be left blank for the contract level report where:</p> <ul style="list-style-type: none"> <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 methods have been used.</li> </ul>
Step – Capital Servicing Adjustment (CSA) %	<p>State the Capital Servicing Adjustment (CSA) agreed with the Secretary of State (QDCs) or contracting authority (QSCs) to add to or deduct from the calculation of the previous steps, to two decimal places for a contract or component where:</p> <ul style="list-style-type: none"> <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> <p>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).</p> <p>Alternatively contractors can manually enter a % amount for the CSA. If the contractor has 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.</p> <p>If the contractor has chosen not to use the calculator, the numerical value entered should be supported by equivalent information (as set out in Table 15) on how it was calculated.</p> <p>The field should be left blank for the contract level report where:</p> <ul style="list-style-type: none"> <li>• 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>

Data required	Guidance
Sum of the profit rate steps %	DefCARS will automatically calculate and display the output of the -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) %	<p>The contractor is required by regulation 23(3)(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 -step process described on this page, as required by regulations 10 and 11. DefCARS will automatically calculate and display the output of the -step process, which will assist the contractor to check that the 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 profit rate steps %' field and the 'Contract Profit Rate %' where the contractor has not provided an explanation for the difference.</p> <p>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 to the profit page for the overwritten overall CPR % to explain how this was arrived at.</p>
Contract Profit – expressed as an amount (£m)	The profit element of the contract price will be presented in £ million. The amount is auto-calculated by multiplying the calculated Contract Profit Rate percentage and the Total Allowable Costs (including risk contingency element).
Sub-total Contract Price derived from the default pricing method (£m)	<p>The 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 auto-calculated by summing the Total Allowable Costs (including risk contingency allowance) and CPR % and is expressed as a £ million amount.</p> <p>The contractor should check these numerical values to ensure that they are correct.</p>
Alternative Price (£m)	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.

Data required	Guidance
19G Aggregation of Components (£m)	<p>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. Examples of how to calculate a total cost risk or incentive adjustment are shown in section 9 of the <a href="#">SSRO's guidance on alternative pricing</a>. This field should be left blank where:</p> <ul style="list-style-type: none"> <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>
Total Contract or Component Price (£m)	<p>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.</p>

### Capital Servicing Adjustment Calculation

- 4.26 The Capital Servicing Adjustment (CSA) calculation is provided by data fields in DefCARS (see Table 15) 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.
- 4.27 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 page of the SSRO website](#).
- 4.28 Contractors should refer to the SSRO's [Guidance on the Baseline Profit Rate and its Adjustment](#) which includes further guidance, including definitions and considerations, on the elements of CSA calculation.

**Table 15 – 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 (£m)	Input field. Figures should be entered in £ million to three decimal places.
B - Working Capital (£m)	Input field. Figures should be entered in £ million to three decimal places.
C - Total Capital Employed (£m)	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 (£m)	Input field. Figures should be entered in £ 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 capital, positive working capital and negative working capital servicing rate. The contractor may provide supporting information relating to the rates used.
J - Positive working capital servicing rate	
K - Negative working capital servicing rate	
L - Capital servicing rate	Calculated by DefCARS (F divided by I, plus G divided by J or K).
M – Capital servicing adjustment	Calculated by DefCARS (L divided by E). Contractors should check that this gives the capital servicing adjustment for the contract.

Data required	Guidance
Once these details are complete, select Submit.	

### Pricing method breakdown

- 4.29 The contractor is required to provide the 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 default pricing methods that the parties to a QDC may use when pricing all or part of a QDC or QSC, as set out in regulation 10(4) to 10(12). All 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. If the pricing method is not applicable, it should be left blank. When providing component level information on this page, the price reported will be for that one component only.
- 4.30 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 highlights 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)

- 4.31 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 3 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.
- 4.32 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

- 4.33 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.

4.34 The SSRO has published [16 different DPS templates](#) on its website. These are:

- Surface ship;
- Submarine;
- Unmanned Aerial Vehicle (UAV);
- Rotary wing aircraft;
- Fixed wing aircraft;
- Track Vehicle;
- Surface Vehicle System;
- Wheeled Armoured Vehicle;
- Missile system;
- Specialist equipment type;
- Weapon system;
- Ancillary services;
- Radar and communication system;
- Ordnance system;
- Unmanned Maritime System (UMS); and
- IT System.

4.35 The glossary at Appendix 6 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. Ancillary Services or Specialist Equipment may be the most relevant if the outputs are not related to a particular equipment type. 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 4.40 provides more guidance on what to consider.

4.36 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).
4. 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>7</sup>.

<sup>7</sup> If the MOD desire additional granularity beyond level 4, this may only be applied with the agreement of the relevant contractor.

- 4.37 The DPS has been constructed so that each level of decomposition contains a breakdown of the cost at the parent level. Table 16 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.

**Table 16 – Defined pricing structure cost breakdown example**

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

- 4.38 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 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.
- 4.39 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.
- 4.40 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.

4.41 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.

4.42 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.

4.43 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.

4.44 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.

4.45 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.

4.46 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**

4.47 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.

4.48 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.

4.49 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.

- 4.50 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.
- 4.51 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.
- 4.52 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

- 4.53 If the contractor 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.

- 4.54 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.
- 4.55 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. The contractor should reflect any of the total amount which is non-recurring expenditure in the final column.
- 4.56 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.
- 4.57 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

- 4.58 In some circumstances, where alternative pricing methods are used, the summary analysis of price is not required. Contractors should review Appendix 3 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.
- 4.60 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 17 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 17 – Summary Analysis of Price data input**

Data required	Guidance
Total Allowable Costs from DPS (£m)	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 (£m)	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 3) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Subtotal Cost (£m)	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) (£m)	The contractor should provide the annual profile of profit (excluding the amount due to any 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 3) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.
Total Contract Price (excluding incentive adjustment) (£m)	Calculated by DefCARS.

Data required	Guidance
Maximum Profit arising from Incentive Adjustment (£m)	<p>The contractor should provide the annual profile of maximum profit that could arise due to any incentive adjustment within the contract price. The total and the percentage of total profit that may arise from the incentive adjustment will be calculated by DefCARS.</p> <p>The profile can be entered by selecting the green icon (see Exhibit 3) and deleted by selecting the red icon. This should be entered in £ millions to three decimal places.</p> <p>Contractors should check that this numerical value plus profit (excluding incentive adjustment) sums to the overall contract profit entered on the Profit Page.</p>
Total Contract Price (including incentive adjustment) (£m)	Calculated by DefCARS. Contractors should check that this line agrees to the total contract price and corresponds to the contract price entered on the Contract page.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

### Exhibit 3 – Completing the Summary Analysis of Price

### Cost recovery rates

- 4.61 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 3 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 uncompleted volumes (CRUV) alternative pricing method is used.
- 4.63 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 three important definitions in regulation 2, 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.
- 4.64 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)(c) if required.
- 4.65 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 18) 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.

**Table 18 – Cost recovery rates data input**

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 (exactly the same name as) 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. 'Other' should be used where competed rates are being reported under the CRUV alternative pricing method. 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.

Data required	Guidance
Rate Type	The rate type (GBP or Percent) should be selected from the drop-down menu.
<b><i>For each year of the contract the following data should be entered.</i></b>	
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).
Rate (£s or %)	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 numerical values are likely to be in units of £ million.
Of which overheads (if applicable) (£s or %)	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.
Rate agreed by the MOD?	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.
<b><i>For costs which cannot be allocated to individual years</i></b>	
Not profiled	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.
<b><i>DefCARS will automatically calculate totals for data entered on this page. Contractors should check there are no errors in the data entered and the calculated totals may assist with this.</i></b>	
Total volume	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.
Total cost from each cost recovery rate	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.
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

## Cost breakdown

- 4.66 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. This 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.
- 4.67 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.
- 4.68 Some fields within the Cost Breakdown table are auto-populated from other areas of the report and others require data entry. Table 19 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 19 – Cost breakdown data input**

Data required	Guidance
Labour (from rates) (£m)	<p>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.</p> <p>The contractor may also wish to reconsider the inputs on the Cost Recovery page if the numerical value populated here is not as expected.</p> <p>The contractor may overwrite the numerical 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.</p>
Labour (other) (£m)	<p>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).</p>
Overhead (from rates) (£m)	<p>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.</p> <p>The contractor may also wish to reconsider the inputs on the Cost Recovery page if the numerical value populated here is not as expected.</p> <p>The contractor may overwrite the numerical 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.</p>
Overhead (other) (£m)	<p>Input field for the contractor to reflect the element of Allowable Costs which relates to overheads costs which are not recovered through a cost recovery rate (e.g. back office costs charged directly to a contract).</p>

Data required	Guidance
Material (£m)	Input field for the contractor to reflect the element of Allowable Costs which relates to the cost to the contractor of purchasing or utilising materials. Material costs primarily relate to the purchase or consumption of tangible physical assets for use by the contractor. Material costs include those purchased directly by the prime contractor or by an agent (i.e. the contracting out of purchase of materials to a third party on behalf of the prime contractor) or consumption of materials inventory already controlled by the contractor.
Sub-contracts (£m)	Input field for the contractor to reflect the element of Allowable Costs which relates to the cost to the contractor of the sub-contracts it has entered into with either another group company or another contractor. Sub-contract costs primarily relate to contracts with other suppliers who agree to perform some or all of the obligations that the main contractor is obliged to perform under a separate main contract, delivering tasks or services on behalf of the contractor who has placed the sub-contract.
Risk Contingency Element (£m)	DefCARS will auto-populate this field using the 'Total Risk Contingency included in Allowable Costs' field on the Profit page. The field can only be edited on the Profit page, following which the change will be reflected here.
Unreconciled (£m)	The contractor may enter a numerical value to reflect any costs that remain unreconciled. However, the contractor should provide a supporting comment to explain what these are and why they have not been able to reconcile total costs to the categories above and any additional rows added by the contractor.
[Additional rows] (£m)	Contractors are encouraged to map costs against the provided categories, however additional rows can be added by selecting the blue cross icon at the top of the table (and deleted using the red icon next to the additional row).  Users will need to give a clear name to each new cost line added as well as a supporting comment to set out why the new line is required.
Total (£m)	Calculated by DefCARS based on the figures entered above.  Contractors should ensure the total matches the total Allowable Costs reported elsewhere.
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

## Assumptions

4.69 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.

- 4.70 Where an alternative pricing method has been used to price a contract, contractors should refer to Table 20 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.
- 4.71 The information required on assumptions, facts and calculations should be provided using the fields in DefCARS. If this is not possible, supporting documentation (for example, in a cost model) can be provided.

**Table 20 – Assumption information relating to alternative pricing methods**

Alternative pricing method	Assumption information required
19A	<ul style="list-style-type: none"> <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>
19B	<ul style="list-style-type: none"> <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> <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>
19C	Describe any element that enables a variance in price and any mechanism put in place to prevent excessive profit and loss.
19D	The same information which was required in respect of the contract before it was novated.
19E	The facts must set out the volumes that are applied to the competed rates to arrive at the contract price.
19F	The same information which was required in respect of the contract, except that the correction of the error is identified.
19G	<ul style="list-style-type: none"> <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>



4.72 Information provided can either relate to input assumptions or calculations and will apply to risk related or non-risk related Allowable Costs or to where alternative pricing methods have been used. Ideally the assumptions should link through to the calculations which support them. Below are some examples of information which contractors could provide under the six information categories:

- **Allowable Costs (excluding risk)** - input assumptions. Examples include: an MDAL (Master Data Assumptions Log), a jointly-owned or contractor-developed 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.

4.73 For each assumption, fact and calculation contractors should provide the information explained in Table 21. This information is about all assumptions except for inflation rate and exchange rate assumptions which are dealt with separately.

**Table 21 – 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.  When reporting any relevant assumptions about alternatively 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 six 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.
<b>Assumptions</b>	
Description of assumption	A clear description of the assumption which would be understood by a reasonable person with familiarity with the defence sector.
Value if number (£m)	A numerical value in £m sterling.

Data required	Guidance
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.
<b>Calculations</b>	
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 <b>(for QSCs this will either be the contracting authority or the MOD)</b> .
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

### Assumptions Inflation

- 4.74 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. Contractors will need to consider whether there are inflation assumptions to report depending on how the contract has been priced.
- 4.75 Contractors can add an inflation assumption by selecting the blue cross. A window will appear for contractors to input data, as described in Table 22, for each assumption. Contractors can add as many inflation assumption rows as is relevant for their contract price.

**Table 22 – 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.
Assumption Description	The contractor should provide a clear description of the assumption including any index it may be linked to.

Data required	Guidance
Pricing Method	The contractor should select from the drop-down menu the relevant 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 should provide a comment to explain which pricing method(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 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 £ 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.
The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are not greyed out will now be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

### Assumptions Exchange Rates

- 4.76 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 3.26) which can be added using the comments functionality in the system. If exchange rates are not applicable contractors should confirm this.
- 4.77 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 23, for each assumption. Contractors can add as many exchange rate assumption rows as is relevant for their contract prices.

**Table 23 – Exchange rate assumptions data input**

Data required	Guidance
Are there exchange rate assumptions relating to the contract? (Yes/No)	<p>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.</p> <p>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.</p>
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	<p>The contractor should select from the drop-down menu the relevant 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.</p> <p>The contractor should provide a comment to explain which pricing method(s) the assumption relates to.</p>
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.
Annual profile	<p>The contractor should provide an annual profile of the assumed 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 £ million to three decimal places). If it is not possible 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 provided.</p>
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## 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).
- 4.79 There may be situations 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.
- 4.80 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. 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 24) for each sub-contract which has or is expected to have a value of not less than £1 million. 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 24 – 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	If the sub-contractor is a registered company, include the company registration number and the address of its registered office.
Registered Address	
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 9 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 contract completion date.
Expected Contract Completion date	

Data required	Guidance
Actual or estimated sub-contract price (£m)	Enter the actual (or estimated) price payable under the sub-contract in £ million, to three decimal places. Consistent with the Regulation 5(2) definition of the value of a contract, the contract price should be reported net of i.e. excluding value added tax (VAT).
Assessed as QSC?	<p>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:</p> <ul style="list-style-type: none"> <li>• Not Yet Assessed</li> <li>• 'YES' is a QSC</li> <li>• 'No' is not a QSC</li> </ul> <p>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 <a href="#">SSRO Support</a> area of the website.</p>
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 3.54.
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 (£m)	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.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Payments

- 4.81 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.**
- 4.82 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 25.

**Table 25 – Payments data input**

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.
<b>List of significant individual MOD payments</b>	
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 (millions)	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.
<b>Annual Profile summarising all contracted payments</b>	
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 (millions)	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 provided. Where sterling is the only currency applicable to the contract then the total profile of expected payments should match the total contract price.

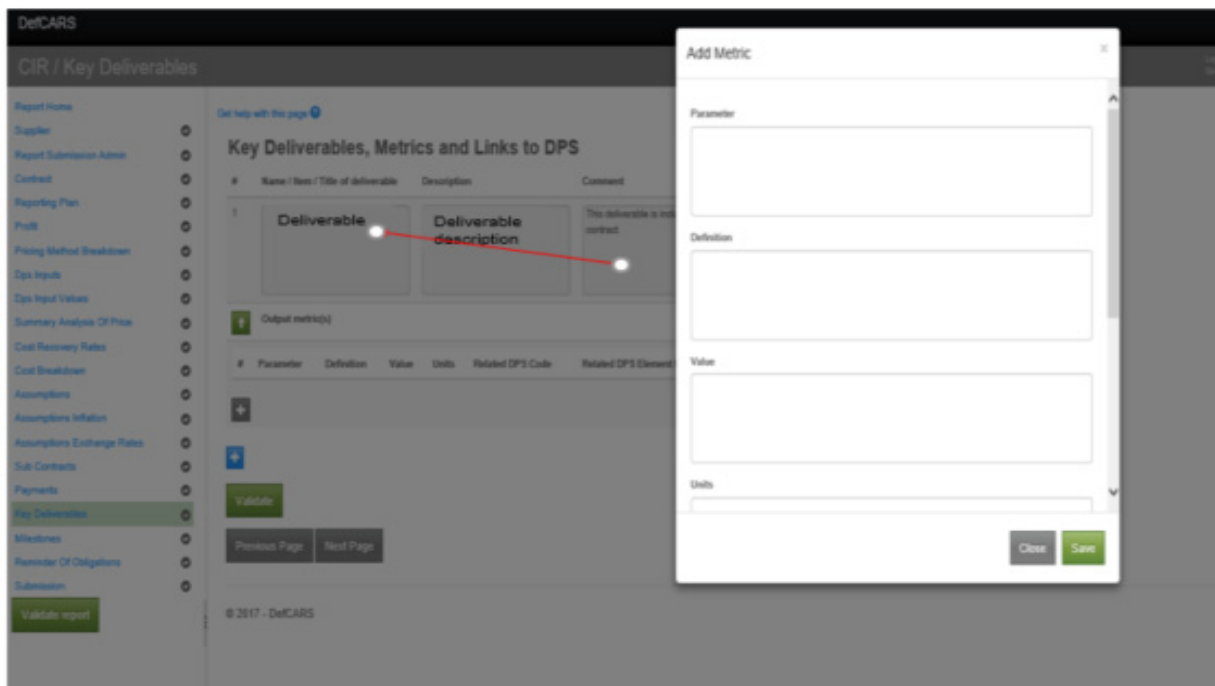
Data required	Guidance
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

### Key deliverables

- 4.83 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.
- 4.85 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.
- 4.86 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.
- 4.87 The [DPS templates](#) 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.
- 4.88 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 4).



## Exhibit 4 – Adding output metrics



- 4.89 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 26.

**Table 26 – Deliverables and metrics data input**

Data required	Guidance
Name / Item / Title of deliverable	The contractor should provide a short name for the deliverable. For example, delivery of completed vessel.
Description	The contractor should provide a description of that key deliverable. For example, deliver completed vessel to [recipient] by [date].
<b>Metrics</b>	
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 appropriate value (not £ as output metrics are not monetary-based) and units of the quantity for each metric. For example, value = 300; units = hours.
Units	
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 to report Allowable Costs.

Data required	Guidance
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Milestones

- 4.90 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 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 27.

**Table 27 – 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.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Reminder of obligations

- 4.91 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**

- 4.92 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.
- 4.93 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 (excluding the new data requirements introduced from 1 April 2024) which highlights the fields relevant to the report they have selected, and shades the other elements in the report in grey.
- 4.94 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.

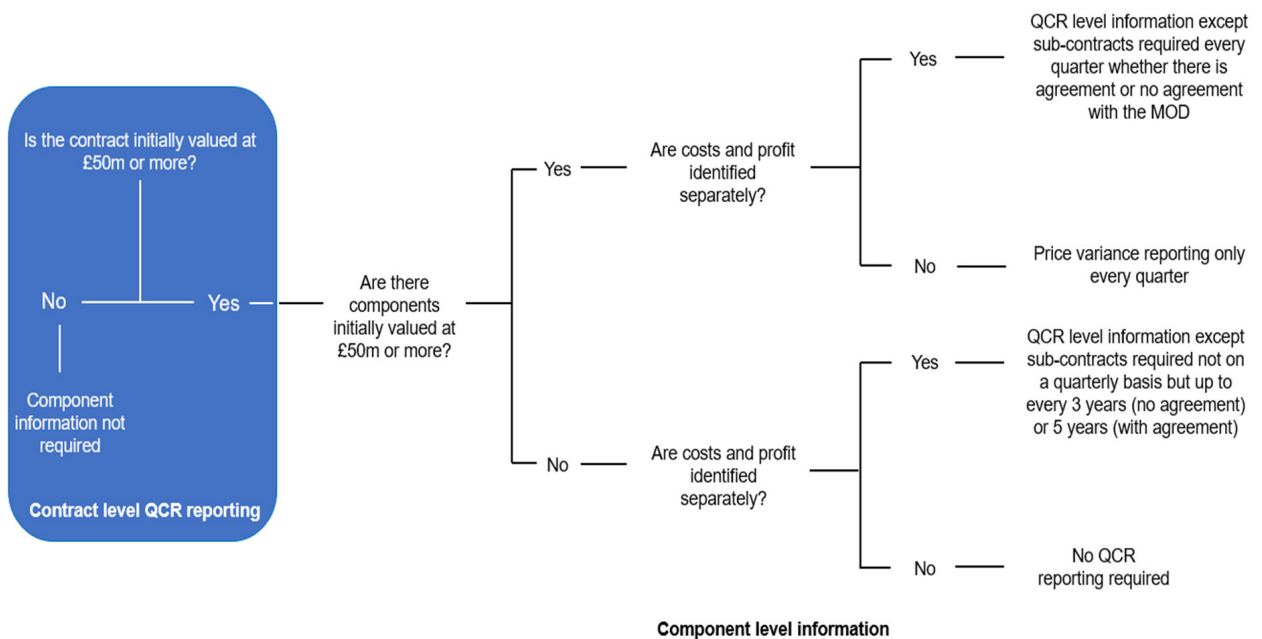
## 5. Updating contract data – Quarterly Contract Report (QCR)

- 5.1 This section of the guidance covers the reporting requirements and data entry 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 5.12, 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 – 3.13 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 3 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.
- 5.2 For contracts that were entered into before 1 April 2024 and contain components, the requirement to report component level QCR information does not apply until 1 April 2025 (see Table 1). 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.
- 5.3 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)
- 5.4 Regulation 5 sets out how the value of a contract or a component is determined. The question of whether QCRs are required is based on this value assessment for the contract. 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. The value of components will need to be assessed independently of the contract because these dictate some of the component level reporting requirements. The submission of component QCR information is considered in more detail in Table 28 and Exhibit 5.
- 5.5 Contractors must provide a QCR for a contract on a quarterly basis within one month of the end of each calendar quarter from the initial reporting date until the contract completion date for any contract with an assessed value at £50 million or above. This is also required for components valued at £50 million or above where the contract value was also assessed at £50 million or above.

**Table 28 – Reporting of component level QCR information**

Component scenario	Agreed dates between the MOD and the contractor at the time of agreement	No agreement between the MOD and the contractor
Any component type - £50 million or above	N/A – both contract level and component level QCR information are submitted quarterly.	
Component value (where component has costs and profit separately identifiable) - below £50 million	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 and subsequent set of relevant component information.	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 and subsequent reporting dates.
Component value (where component does not have costs and profit separately identifiable – below £50 million	N/A – QCR reporting is not applicable	

**Exhibit 5 – Reporting of component information**



5.6 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.

- 5.7 Where the value of the contract or component is assessed as £50 million or above, and costs and profits are determined and identified separately for the purpose of pricing the contract, the submission of quarterly component level information consists of the same information as in a contract level QCR, except for the Sub-contract page which is not required.
- 5.8 Where the value of the contract is assessed as £50 million or above but 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:
- 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 date.
- 5.9 In cases where the contract or component was valued at less than £50 million, and costs and profits are not determined and identified separately for the purpose of pricing the contract or component, a QCR submission is not required.
- 5.10 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 was assessed at £50 million or above, or component (where the contract value was also assessed at £50 million or above) was assessed at £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.
- 5.11 No report is required for the calendar quarter in which the initial reporting date or contract completion date falls. The initial reporting date is defined 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. The first Quarterly Contract Report must be 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. The reports are due within one month of the end of each calendar quarter, so the due dates for submission of QCRs are:
- 31 July
  - 31 October
  - 31 January
  - 30 April

5.12 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

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

### Supplier

5.14 All of the fields on the Supplier page in the QCR are the same as the fields 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 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. 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 auto-populated in future reports. These details should still be checked by the contractor for accuracy.

### Report Submission Administration

5.15 The fields on this page are the same as those on the Report Submission Admin page in the initial set of reports. Contractors should refer to Table 10 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 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.

5.16 The contractor is required 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.

5.17 If the report or the component level information being submitted is included in the latest submitted CRP, the contractor should select the relevant report and due date from the drop-down list. If the reporting plan does not include the relevant report and due date 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).

5.18 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

5.19 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.

5.20 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.

5.21 The 'Date contract became a QDC/QSC' field is explained in Table 11. 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.

5.22 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 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.

5.23 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 or component; or
- termination of the contract or component.



- 5.24 There is more detailed guidance on 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. 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 11 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.
- 5.25 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. 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.
- 5.26 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**

- 5.27 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 contractor should consider whether 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 contract pricing methods which now apply to the contract or component if the amount of the price resulting from each method is known. If the price associated with each contract pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the total contract or component 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)**

- 5.28 In QCRs, contractors provide the breakdown of costs by their own reporting structure. The contractor is not required to provide this breakdown 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.

- 5.29 On this page, where required, contractors 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 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.
- 5.30 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.
- 5.31 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 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.
- 5.32 The number of cost descriptors should reflect the quantum of the contract or component 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)**

- 5.33 The contractor is required by 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.
- 5.34 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 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.

- 5.35 The 'Cost breakdown by contractor's reporting structure' line is auto-populated 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.
- 5.36 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 29 explains the data entry which is required.

**Table 29 – Summary Analysis of Price data input**

Data required	Guidance
Total Allowable Costs from contractor's reporting structure (£m)	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.
Risk / Contingency Element within the Allowable Costs (£m)	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 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 (£m)	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 or component price.
Profit (excluding incentive adjustment) (£m)	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) (£m)	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 Incentive Adjustment (£m)	<p>The contractor is required 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 or component price or if this is not possible the total amount (in the 'not profiled' column).</p> <p>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' numerical value in each year. If an incentive adjustment was reported in the CPS, 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.</p>
Total Contract Price (including incentive adjustment) (£m)	<p>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 for the contract or component (if the price has changed) against which variances can be reported.</p>
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

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

- 5.37 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 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.
- 5.38 When reporting component information, contractors need to be aware of when regulation 22(7A) applies. Regulation 22(7A) provides that where a regulation requires reporting of costs or profit of a component which was created because of a pricing amendment to which paragraph 7 of the Schedule to the Regulations applies, the MOD and the contractor may agree that the costs or profit are to be reported as the costs or profit originally determined in accordance with that paragraph (irrespective of any variance to the costs or profit which has occurred since). In effect the cost breakdown pages, summary analysis of price, actual and forecast cost breakdowns and price summaries for component level information in the QCR, ICR, CCR will present the same data and no variances will be reported. The contractor should make clear in their report that agreement has been reached with the MOD to report in this way. Contractors need to ensure that the reporting of components in this way does not impact the overall cost variance reported at the contract level.

- 5.39 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.
- 5.40 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 drop-down 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).
- 5.41 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’.
- 5.42 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 numerical ‘0’ 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.
- 5.43 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 and only applies to reports submitted after 1 April 2024.

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

- 5.44 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. Contractors should refer to paragraph 5.38 when reporting component information where the estimated profit of the component is being reported as the actual profit.

- 5.45 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.
- 5.46 The contractor is required 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 or component price.
- 5.47 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 30 explains the data entry which is required.
- 5.48 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 and only applies to reports submitted after 1 April 2024.

**Table 30 – Actual Forecast Price Summary data input**

Data required	Guidance
Total actual & forecast Allowable Costs from contractor's reporting structure (£m)	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 or component to completion.
Risk / Contingency Element within the Allowable Costs (£m)	<p>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.</p> <p>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.</p>
Subtotal Cost (£m)	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 or component price.

Data required	Guidance
Profit (excluding incentive adjustment) (£m)	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, 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.
Total Contract Price (excluding incentive adjustment) (£m)	The total contract or component price (excluding any profit for an incentive adjustment) is calculated by DefCARS based on the third and the fourth rows in the table.
Expected maximum profit arising from Incentive Adjustment (£m)	<p>The contractor is required to provide the annual profile of the expected 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.</p> <p>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.</p>
Total Contract Price (including incentive adjustment) (£m)	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 or component price by year and in total.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

## Quarter

- 5.49 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.
- 5.50 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.
- 5.51 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.

- 5.52 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.
- 5.53 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 5.3 for reference to these quarters and the periods they cover.
- 5.54 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 6). This button must be selected before the 'Paste data from Excel' button.
- 5.55 Clicking the 'Generate Quarter Reporting Table' button will also auto-populate 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 6 – Generating Quarter Analysis table

#### Quarter Analysis

Date became a QDC/QSC	Contract Completion Date	Government Financial Year	Calendar Quarter
<input type="text" value="01/03/2017"/>	<input type="text" value="31/03/2019"/>	<input type="text" value="17/18"/>	<input type="text" value="Q3"/>
<input type="button" value="Generate Quarter Reporting Table"/>		<input type="button" value="Paste data from Excel"/>	
<b>Warning: Saving new figures will reset the values in the breakdown below</b>			

		PRIOR YEAR				
		16/17				
Code	Description	Q1	Q2	Q3	Q4	Q'
	From	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="01/01/2017"/>	<input type="text" value="01/04/2017"/>
	To	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="31/03/2017"/>	<input type="text" value="30/06/2017"/>

- 5.56 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 7).



**Exhibit 7 – Quarter Analysis table**

13/2017    31/03/2019    17/18    Q3

Generate Quarter Reporting Table    Paste data from Excel

Warning: Saving new figures will reset the values in the breakdown below

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

- 5.57 The contractor must confirm the cost data status for each quarter from the drop-down list using the categories included at paragraph 5.40 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.**
- 5.58 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 5.37 - 5.43) matches the total of the Quarterly analysis on this page for the relevant years.

**Variance, events and circumstances**

- 5.59 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:
- the current estimate of the price; and
  - details of any variance between the current estimate of the price and previous estimates in the price and the reasons for that variance.
- 5.60 When reporting component level information, this only needs to be provided when it is different to that identified for the contract.

- 5.61 Where the price of a contract or component is determined entirely from costs which are distinguishable from profits, contractors must report a quantified analysis of the causes of variance between any estimated Allowable Costs used to determine the contract or component price (except where regulation 22(7A) applies to the component) 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.
- 5.62 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 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 contract or component.
- 5.63 DefCARS brings these requirements (to report causes of variance, 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.
- 5.64 The information in Table 31 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.

**Table 31 – Variance, events or circumstances**

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.

Data required	Guidance
Brief description of event or circumstance or cause of variance	<ul style="list-style-type: none"> <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 or component, 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 or component, then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the 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)	<p>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.</p> <p>For example, assume that:</p> <ul style="list-style-type: none"> <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> <p>In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.</p>

Data required	Guidance
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)	<p>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.</p> <p>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.</p>
Has this caused a variance between any estimated costs used to determine the contract price and total actual and forecast costs?	<p>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.</p>
Amount of Variance (£m)	<p>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 overwritten by the contractor if they want to report a different financial amount against their cause of variance.</p>
% of total variance	<p>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.</p>
% of total planned cost	<p>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).</p>
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

- 5.65 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

- 5.66 The contractor is not required to provide information about sub-contracts where the price of a contract or component is determined entirely where costs are indistinguishable from profits.
- 5.67 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.
- 5.68 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.
- 5.69 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

- 5.70 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, 19C Previously Agreed Price or the 19E CRUV alternative pricing methods.
- 5.71 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:
- Final Price Adjustment (FPA); and
  - Target Cost Incentive Fee (TCIF) adjustment.
- 5.72 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**

- 5.73 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 Table 27 for further information on how to complete milestone information.
- 5.74 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 6.11, 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 – 3.11 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 3 before reading this chapter to understand which parts of the ICR are applicable to their contract or component based on how it has been priced and the value of the contract or component.
- 6.2 This section repeats parts of the guidance given on completion of QCRs that apply equally to completion of ICRs. Repeating this guidance should assist contractors who have to submit ICRs but are unfamiliar with the QCR section of this document..
- 6.3 An 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.
- 6.5 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 contract 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 should continue to provide those types of report. The contractor should not submit a higher value ICR, and nor are they required to submit QCRs (see paragraph 5.4).
- 6.6 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 32 summarises the ICR requirements for component level information. Contractors should refer to Appendix 3 for further detail.

**Table 32 – ICR requirements for component level information**

Component Pricing Method	Contract value < £50 million (Use ICRL in DefCARS)	Contract value ≥ £50 million (Use ICRH in DefCARS)
Costs and profits are determined and identified separately.	Use ICRL to provide : <ul style="list-style-type: none"> <li>• TCIF or FPA forecast (Final Payments page); and</li> <li>• milestones (Milestones page).</li> </ul>	Use ICRH to provide ICRH information less: <ul style="list-style-type: none"> <li>• payment information (Payments page); and</li> <li>• output metric information (Key Deliverables page).</li> </ul>
19A	Use ICRL to provide the same information as in the contract value ≥ £50 million column and in addition: <ul style="list-style-type: none"> <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>	Use ICRH to provide the following information: <ul style="list-style-type: none"> <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>
19B(3)	Use ICRL to provide the same information as in the contract value ≥ £50 million column and in addition: <ul style="list-style-type: none"> <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>	Use ICRH to provide the following information: <ul style="list-style-type: none"> <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>
19C	Use ICRL to provide the same information as in the contract value ≥ £50 million column and in addition: <ul style="list-style-type: none"> <li>• Information on any FPA or TCIF applicable; and</li> <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>	Use ICRH to provide the following information: <ul style="list-style-type: none"> <li>• details of the current estimate of the price (Variance Events Circumstances page); and</li> <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>



Component Pricing Method	Contract value < £50 million (Use ICRL in DefCARS)	Contract value ≥ £50 million (Use ICRH in DefCARS)
19E	<p>Use ICRL to provide the same information as in the contract value ≥ £50 million column and in addition:</p> <ul style="list-style-type: none"> <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>	<p>Use ICRH to provide the following information:</p> <ul style="list-style-type: none"> <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>

6.8 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 under regulation 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.

6.9 The dates for contract level ICRs are summarised in Table 33 and 34. 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 33 and 34 show ICR reporting dates for contract and component level information.

**Table 33 – ICR reporting dates for contract level information**

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

**Table 34 – ICR reporting dates for component level information**

ICR reports	Contract value < £50 million		Contract value ≥ £50 million	
	1st report	Later reports	1st report	Later reports
Component information: Agreed date	≤ 5 years from time of agreement	≤ 5 years from previous reporting date	≤ 3 years from time of agreement	≤ 3 years from previous reporting date
Component information: Without agreement	Same dates as contract level ICR information			

- 6.10 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 6.24 explains how to reflect changes in the Contract Reporting Plan.
- 6.11 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

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

### Supplier

- 6.13 All the fields on the Supplier page in the ICR are the same as the fields on the Supplier page in the initial reports. 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 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.
- 6.14 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

- 6.15 The contractor is required by regulation 22(2)(b) to provide the date that the report is due. 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 auto-populated 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:
- 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.
- 6.16 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. 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).
- 6.17 If the CRP is updated, the revised dates will be reflected in the drop-down list within the 'date this report is due' field.
- 6.18 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 11 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.
- 6.21 The 'Date contract became a QDC/QSC' field is explained in Table 11 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. The same principle will apply where component level information is being provided. The date is read only in the ICR and cannot be changed in this report.
- 6.22 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.
- 6.23 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 or component; or
  - Termination of the contract or component.
- 6.24 There is more detailed guidance on 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. 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 11 in the CIR section). DefCARS will recalculate the due dates of ICRs as a result of the revised Contract or component 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.
- 6.25 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. 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

- 6.27 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 contractor should consider whether they need 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 contract pricing methods which now apply to the contract or component if the amount of the price resulting from each method is known. If the price associated with each contract pricing method is unknown, this should be explained using the comments functionality. The contractor should ensure that the total contract or component price reflected on this page matches that reported on the Contract page.
- 6.28 The guidance below explains the information that is required to submit an ICR (Lower Value). The ICR (Higher Value) does not require information on sub-contracts, 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.
- 6.29 Regulation 27 requires the following breakdown of costs by Defined Pricing Structure:
- an annual profile of any estimated costs at the time of agreement (when the contract was entered into or at the latest pricing amendment);
  - 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
  - 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.
- 6.31 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.
- 6.32 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.
- 6.34 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.
- 6.35 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)**

- 6.36 The contractor is not required to provide information about the summary analysis of price 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.
- 6.37 The contractor is required by regulation 27(4)(c-f) to provide information about the contract or component 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 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.
- 6.38 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 or component. 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.
- 6.39 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 35 assumes that an annual profile can be provided.

**Table 35 – Summary Analysis of Price data input**

Data required	Guidance
Cost breakdown by Defined Pricing Structure (£m)	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.
Risk / Contingency Element within the Allowable Costs (£m)	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 (£m)	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) (£m)	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) (£m)	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 (£m)	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.

Data required	Guidance
Total Contract Price (including incentive adjustment) (£m)	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. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

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

- 6.40 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.
- 6.41 When reporting component information, contractors need to be aware of when regulation 22(7A) applies. Regulation 22(7A) provides that where a regulation requires reporting of costs or profit of a component which was created because of a pricing amendment to which paragraph 7 of the Schedule to the Regulations applies, the MOD and the contractor may agree that the costs or profit are to be reported as the costs or profit originally determined in accordance with that paragraph (irrespective of any variance to the costs or profit which has occurred since). In effect the cost breakdown pages, summary analysis of price, actual and forecast cost breakdowns and price summaries for component level information in the QCR, ICR, CCR will present the same data, and no variances will be reported. The contractor should make clear in their report that agreement has been reached with the MOD to report in this way. Contractors need to ensure that the reporting of components in this way does not impact the overall cost variance reported at the contract level.
- 6.42 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 or component 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
- 6.43 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.
- 6.44 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 drop-down 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).

- 6.45 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 numerical ‘0’ 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.
- 6.46 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 and only applies to reports submitted after 1 April 2024.

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

- 6.47 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. Contractors should refer to paragraph 6.41 when reporting component information where the estimated profit of the component is being reported as the actual profit.
- 6.48 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.
- 6.49 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 36 assumes that an annual profile can be provided. Contractors should check the year and line totals are correct and match the expected contract or component price.
- 6.50 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 and only applies to reports submitted after 1 April 2024.

**Table 36 – Actual and Forecast Price Summary data input**

Data required	Guidance
Cost breakdown by Defined Pricing Structure (£m)	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 (£m)	<p>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.</p> <p>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.</p>
Subtotal Cost (£m)	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) (£m)	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) (£m)	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.
Expected maximum profit arising from incentive adjustment (£m)	The contractor is required to provide the annual profile of 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.

Data required	Guidance
Total Contract Price (including incentive adjustment) (£m)	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. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

### Variance, events and circumstances

- 6.51 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.
- 6.52 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.
- 6.53 Where they are required to and where costs and profits are distinguishable, contractors must report a quantified analysis of the causes of variance between any estimated costs used to determine the contract or component price (except where regulation 22(7A) applies to the component) 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 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.
- 6.54 For lower value ICRs, where the contract value is less than £50 million, contractors must also 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.
- 6.55 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 component. 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 or component.

- 6.56 DefCARS brings both these requirements (to report causes of variance, 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 37 provides detailed guidance on how to report variance, events and circumstance in a lower value ICR.
- 6.57 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 37 – Variance, events or circumstances (ICR)**

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 style="list-style-type: none"> <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 (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 or component, then they should confirm the date when they became aware of the event or. The date is not when the event or circumstance arose but when the contractor became aware of the event or circumstance.

Data required	Guidance
Allowed for in Priced Risk Contingency? (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 or component, then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the price or select 'No' if not covered.
The effect the cause of variance, event or circumstance has had on the costs already incurred (£m) (ICRL only)	<p>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.</p> <p>For example, assume that:</p> <ul style="list-style-type: none"> <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> <p>In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.</p>
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)	<p>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.</p> <p>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.</p>
Has this caused a variance between any estimated costs used to determine the contract price and total actual and forecast costs? (ICRL only)	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 the 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.
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.

Data required	Guidance
% 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).
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

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

- 6.58 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 1 April 2024.
- 6.59 Where applicable, the contractor must provide an annual profile of the estimated amount of each cost recovery base set out in the CRP. 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 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

- 6.60 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 1 April 2024.

- 6.61 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 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 6.44. 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.
- 6.62 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 and only applies to reports submitted after 1 April 2024.

### **Sub-contracts**

- 6.63 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.
- 6.64 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 CNR 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.
- 6.65 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

- 6.66 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.
- 6.67 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 38. **Contractors who have a QSC are not required to report information on payments.**

**Table 38 – 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.
<b>List of significant individual MOD payments</b>	
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 (millions)	For each payment, include the amount or expected amount of each payment in million (any currency) to three decimal places.
<b>Annual profile summarising all contracted payments</b>	
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 (millions)	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.



Data required	Guidance
	<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>

### Key deliverables

- 6.68 Where there are components in a contract, the contractor must provide a description of which component(s) the deliverables relate to.
- 6.69 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.
- 6.70 The information on this page is auto-populated from the data provided in the Contract Notification Report or previous ICR and the contractor should 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 report.

### Final payments

- 6.71 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.
- 6.72 The ICR must contain a forecast target cost incentive fee (TCIF) adjustment or any final price adjustment 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 numerical 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:
- Final Price Adjustment (FPA); and
  - Target Cost Incentive Fee (TCIF) adjustment.
- 6.73 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

- 6.74 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. Contract and Component Completion Report (CCR & Comp CR)

- 7.1 Before completing the Contract Completion Report (CCR) or Component Completion Report (Comp CR) for the first time, contractors should familiarise themselves with regulation 22 (General Requirements), regulation 27A (Component Completion Report) and regulation 28 (Contract Completion Report). When submitting a Comp CR, contractors should use the existing CCR functionality to do so.
- 7.2 Contractors should also read and familiarise themselves with paragraphs 7.12 and 7.13, 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 – 3.11 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 based on how it has been priced and the value of the 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 39).

**Table 39 – CCR and Comp CR requirements**

Component Pricing Method	Information required (Use CCR in DefCARS)
Costs and profits are determined and identified separately.	Complete all pages in the CCR.
19A.	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; information on delivery milestones; and information on any component completion report provided (contract level only).
19B(3)	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).

Component Pricing Method	Information required (Use CCR in DefCARS)
19C	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).
19E	CCR as usual, except that cost recovery base information is substituted for competed rate information and no annual profiles of the estimated and actual costs (split by the defined pricing structure); no information on FPA or TCIF is applicable; and information on any component completion report provided (contract level only).

7.4 A CCR must be submitted within six months after the contract completion date of the qualifying defence contract. The 'contract completion date' is:

- a. the date on which the contractor completes all obligations which entitle it to final payment under the contract; or
- b. if the contract is terminated before this date, the date on which the contract is terminated.

7.5 In addition to certain component level information which is required within every contract report, contractors must also report 'component completion information' as defined in regulation 27A(3). When, and how, component completion information is submitted varies depending on the proximity of the component completion date (as defined in regulation 4(1A) to the due date of the contract completion report (CCR) (being within six months after the contract completion date).

#### **Where the CCR due date is not within 12 months of component completion**

7.6 In circumstances where the due date for the CCR does not fall within 12 months of the component completion date (because, for example, the component completed 18 months before the contract is expected to complete), a component completion report under regulation 27A(1) must be provided within 12 months after the component completion date. This report contains, and separately identifies, the component completion information.

7.7 When the regulation 28 CCR is ultimately submitted following contract completion, it need not separately identify information in relation to the component for which a regulation 27A(1) report has already been provided. It must, nonetheless, include certain information about all components of the contract.

## Where the CCR due date is within 12 months of component completion

- 7.8 Where the due date for the CCR falls within 12 months after the component completion date (because, for example, components complete at the same time as the contract), contractors must submit the component completion information using either a regulation 27A(1) report, or the regulation 28 CCR with the information for that component separately identified.
- 7.9 Should a contractor intend to provide the component completion information within the regulation 28 CCR, rather than through a regulation 27A(1) report, they should be mindful of the due date for the CCR. For a contract which completes on 1 February 2025, for example, the regulation 28 CCR will be due on or before 1 August 2025. If a component of that contract completed on 1 January 2025, and the contractor intends to include the component completion information within the regulation 28 CCR, they will have 7 months to do so (rather than the 12 months afforded by using a standalone 27A(1) report).
- 7.10 In circumstances where a contract completion date changes, such that the due date for the regulation 28 report is no longer expected to occur within 12 months after the relevant component completion date, the contractor should ensure that a regulation 27A(1) component completion report is submitted for that component. This must be submitted within 12 months after the component completion date. The contractor should also submit an on-demand CRP to record the contract completion date change.
- 7.11 For functionality reasons, the SSRO has set up components in DefCARS as though they were individual contracts. Irrespective of whether a regulation 27A component completion report or a regulation 28 CCR is being submitted, the standard CCR in DefCARS should be selected and contractors should specify whether the report is being submitted in accordance with regulation 27A or regulation 28.
- 7.12 DefCARS seeks to facilitate the submission of CCRs and Comp CRs by auto-populating the relevant data from the information provided in the latest submitted Interim Contract Report (ICR) or Quarterly Contract Report (QCR). The data auto-populated 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.
- 7.13 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

- 7.14 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

- 7.15 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.

- 7.16 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

- 7.17 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.
- 7.18 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.
- 7.19 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).
- 7.20 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

- 7.21 All contract details are auto-populated from the latest previously submitted report and should be checked for accuracy. Details should be updated where necessary. 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.
- 7.22 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 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.

- 7.23 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 relevant completion report 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.
- 7.24 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. 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**

- 7.25 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)**

- 7.26 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.
- 7.27 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.
- 7.28 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.

- 7.29 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 CR is started so that the changes will flow through.
  - If the last submission was a QCR there will be no DPS structure auto-populated in the CCR, this structure should be added in the CCR or Comp CR by the contractor.

- 7.30 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)**

- 7.31 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.
- 7.32 The contractor is required 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.
- 7.33 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.
- 7.34 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 £ million to three decimal places.
- 7.35 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 or component 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.
- 7.36 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)**

- 7.37 The contractor is not required to provide information about the summary analysis of price where the price of a contract or component is determined entirely where costs are indistinguishable from profits.
- 7.38 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.

- 7.39 The contractor should check that the information included on this page, carried forward from the last submitted report, 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 one or multiple pricing amendments during the reporting period which has resulted in a change to the price, the latest agreed price.
- 7.40 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 auto-populated 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.
- 7.41 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. Table 40 provides guidance on how to provide this price breakdown.

**Table 40 – Summary Analysis of Price data input**

Data required	Guidance
Cost breakdown by Defined Pricing Structure (£m)	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.
Risk / Contingency Element within the Allowable Costs (£m)	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 (£m)	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.



Data required	Guidance
Profit (excluding incentive adjustment) (£m)	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) (£m)	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 (£m)	The contractor is required 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 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) (£m)	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.
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. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

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

- 7.42 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.
- 7.43 When reporting component information, contractors need to be aware of when regulation 22(7A) applies. Regulation 22(7A) provides that where a regulation requires reporting of costs or profit of a component which was created because of a pricing amendment to which paragraph 7 of the Schedule to the Regulations applies, the MOD and the contractor may agree that the costs or profit are to be reported as the costs or profit originally determined in accordance with that paragraph (irrespective of any variance to the costs or profit which has occurred since). In effect the cost breakdown pages, summary analysis of price, actual and forecast cost breakdowns and price summaries for component level information in the QCR, ICR, CCR will present the same data, and no variances will be reported. The contractor should make clear in their report that agreement has been reached with the MOD to report in this way. Contractors need to ensure that the reporting of components in this way does not impact the overall cost variance reported at the contract level.
- 7.44 Where the contractor is required to report an annual profile of the actual costs (split by the defined pricing structure), 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 and only applies to reports submitted after 1 April 2024.
- 7.45 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 41 to identify actual and estimated costs.
- 7.46 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.
- 7.47 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 drop-down menu at the top of the table to update the cost status. Table 41 shows how these terms in the Regulations map to the cost categories in DefCARS.

**Table 41 – 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).

7.48 Paragraphs 7.28 – 7.29 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

- 7.49 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. Contractors should refer to paragraph 7.37 when reporting component information where the estimated profit of the component is being reported as the actual profit.
- 7.50 This page should detail the price that the contractor expects to be paid for delivering the contract. This should be before any expected final price adjustment which is reported on the Final Payments page. 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 33) will be pre-populated from the Actual & Forecast DPS Input Values page. The contractor should check this information for accuracy.
- 7.51 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.

- 7.52 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 42 assumes that an annual profile can be provided.
- 7.53 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 and only applies to reports submitted after 1 April 2024.

**Table 42 – Actual and Forecast Price Summary data input**

Data required	Guidance
Cost breakdown by Defined Pricing Structure (£m)	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 or component to completion.
Risk / Contingency Element within the Allowable Costs (£m)	<p>The contractor is required 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.</p> <p>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.</p>
Subtotal Cost (£m)	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.
Profit (excluding incentive adjustment) (£m)	The contractor is required to provide the annual profile of the actual amount of profit (excluding the amount due to any incentive adjustment ) 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 decimal places.

Data required	Guidance
Total Contract Price (excluding incentive adjustment) (£m)	The total contract or component 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 (£m)	The contractor is required to provide the annual profile of the actual incentive adjustment 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) (£m)	The total contract or component price is calculated by DefCARS from the figures in the table. Contractors should check that this line agrees to the total contract or component 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. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

### Variance, events and circumstances

- 7.54 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:
- the current estimate of the price; and
  - details of any variance between the current estimate of the price and previous estimates in the price and the reasons for that variance.
- 7.55 Where costs and profits are distinguishable, contractors must 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.
- 7.56 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.

- 7.57 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 component. 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.
- 7.58 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 43 explains the reporting requirements.
- 7.59 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 43 – 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 style="list-style-type: none"> <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 or component, 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.

Data required	Guidance
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 or component, then they should confirm by selecting 'Yes' that the event or circumstance they are reporting is covered by any risk contingency element of the price or select 'No' if not covered.
The effect the cause of variance, event or circumstance has had on the costs already incurred (£m)	<p>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.</p> <p>For example, assume that:</p> <ul style="list-style-type: none"> <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> <p>In this example, the contractor would enter £10 million in this field. The contractor should enter zero if there has been no financial effect.</p>
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)	<p>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.</p> <p>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.</p>
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.

Data required	Guidance
% 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 comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

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

- 7.60 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.
- 7.61 Where applicable, contractors must provide an annual profile of the estimated amount of each cost recovery base set out in the CRP 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.
- 7.62 Where the latest previously submitted contract or component 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 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

- 7.63 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.
- 7.64 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 41. 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.

- 7.65 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 and only applies to reports submitted after 1 April 2024.

### Sub-contracts

- 7.66 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 .
- 7.67 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. However, the 'Total price of the QDC/QSC which is attributable to sub-contracts' and 'Percentage of contract price attributed to sub-contracts' fields are greyed out in the CCR as this is not applicable. 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

- 7.68 **Contractors who have a QSC are not required to report information on payments.** In the CCR or the Comp CR, the contractor is required 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 report is an ICR, then the information previously submitted may 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 44.

**Table 44 – 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.
<b>List of significant individual MOD payments</b>	
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 (millions)	For each payment, include the amount or expected amount of each payment in million (any currency) to three decimal places.
<b>Annual profile summarising all contracted payments</b>	
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 (millions)	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. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.	

**Key deliverables**

- 7.69 Where there are components in a contract, the contractor must provide a description of which component(s) the deliverables relate to.
- 7.70 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.

- 7.71 Where applicable, contractors must list the key deliverables specified in the contract, with a brief description of each 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.
- 7.72 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

- 7.73 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.
- 7.74 The CCR or Comp CR must contain a forecast target cost incentive fee (TCIF) adjustment or any final price adjustment 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 numerical 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:
- Final Price Adjustment (FPA); and
  - Target Cost Incentive Fee (TCIF) Adjustment.
- 7.75 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

- 7.76 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 auto-populated 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 45). As the contract is completed it is expected that all actual milestone dates will be in the past.

**Table 45 – 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. For example, delivery of [parts] to [recipient] by [date] for [purpose].

Data required	Guidance
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 or component, and the actual or expected completion date.
<p>The contractor may provide any other information relevant to the data on this page using the comments functionality or by attaching supporting files. Any comments which were added to reports in the comments boxes which are now greyed out will not be editable in future report submissions. Contractors can add a new comment to their report, using the comments functionality, explaining that any old comments are not applicable to the report submission they are making.</p>	

### Information provided under a Comp CR

- 7.77 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 CCR.

## 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. For example, if a component completes on 1 April in one year and the contract completes on 1 June in the following year, the component information is due before 1 April in the following year and the contract CCS will need to be submitted before 1 June in the following year.
- 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 – 3.11 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.
- 8.3 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.

### Report Home

- 8.4 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

- 8.5 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.
- 8.6 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

- 8.7 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.

- 8.8 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.
- 8.9 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).
- 8.10 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**

- 8.11 All contract details are auto-populated from the latest previously submitted report and should be checked for accuracy. Details should be updated where necessary. 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.
- 8.12 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.
- 8.13 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.

- 8.14 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

- 8.15 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 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. There should be consistency in the cost structure used when reporting contract and component level information.
- 8.17 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 completion date falls or is expected to fall.
- 8.18 Regulation 29(3) permits up to 2 per cent of actual costs, price payable or volumes to be estimated without explanation, but when more than 2 per cent is being reported regulation 29(4) confirms that the contractor must provide an explanation for why it is not possible to provide the actual costs, price payable or volumes (as the case may be) and when they will be available. In this latter scenario the actuals must be provided as soon as reasonably practicable after the information becomes available.
- 8.19 The annual profile of the actual Allowable Costs must show the following:
- all purchased items, services and expenses (including payments to sub-contractors) 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.
- 8.20 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.
- 8.21 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.
- 8.22 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. This information must be resubmitted via a correction report when the actuals become available.
- 8.23 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.



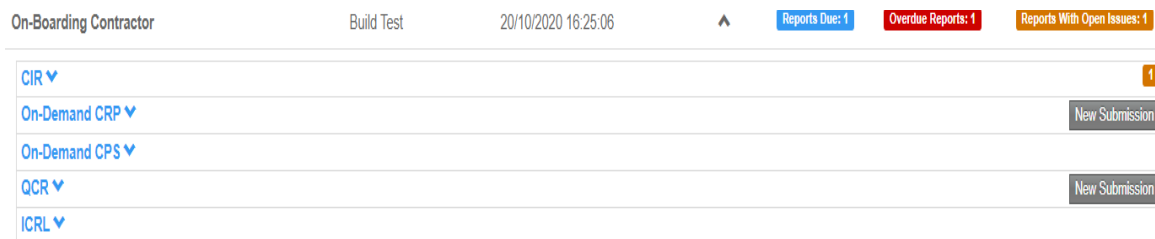
## 9. On-Demand Contract Reports

- 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 or component:
- regulation 23(2) – Contract Pricing Statement (CPS);
  - regulation 24(2) – Contract Reporting Plan (CRP);
  - regulation 27(4) and (5) – Interim Contract Report (ICR); or
  - regulation 29(2) – Contract Cost Statement.
- 9.2 A contractor may also agree to provide any of this information without a written direction. 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 or component, or a direction may be given at any time before the completion date for provision of information in the CPS, CRP, ICR or CCS. Table 12 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 on-demand 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 8). If the contractor has to submit both an on-demand CPS and an on-demand CRP, the two reports will have to be 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 8 – Screen shot of on-demand report options



- 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 2.36-2.40).
- 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 or component 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 or component. The fields in DefCARS are at an overall contract level (for example, on pricing methods, allowable costs and profit steps).
- 9.12 An amendment may result in a change to the contract or component completion date. In this case, the contractor can report any new 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 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. The Reporting Plan should reflect the on-demand report prior to its submission. 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, the contractor should complete and submit the on-demand CRP and CPS before commencing the ICR submission. 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.
- 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. 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. The Reporting Plan should reflect the on-demand report 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.
- 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>8</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 most contract report submissions. ItDue dates for some contract reports (ICRs by agreement) and component level information need to be provided by the contractor. DefCARS 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.

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<sup>8</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.	<p>The submission date is the same calendar day as the initial reporting date in the following month.</p> <p>For example, where the initial reporting date is 15 February, the reports will be due by 15 March. 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 initial reporting date is 30 January, report submission will be due on the last day of February.</p>
	Contract Pricing Statement		
	Contract Reporting Plan		
During the contract	Revised CPS and CRP following contract amendment of a contract entered into after 1 April 2024	The timing of the submission of these revised reports depends on the value of the amendment, with a threshold set at £10 million. If the amendment value is £10 million or greater, the revised reports must be submitted within one month of the amendment. If the amendment value is below £10 million then the reports are submitted at the same time as the next scheduled update or completion report.	
During the contract	Quarterly Contract Report [Contract or Component value at or above £50m]	<p>Within one month of the end of each calendar quarter from the initial reporting date until the contract completion date.</p> <p>Not in the quarter of the initial reporting date or of the completion date.</p>	<p>The submission date is the last day of the month after the quarter end. The following therefore applies:</p> <ul style="list-style-type: none"> <li>For the quarter ending 31 March, submission is due 30 April.</li> <li>For the quarter ending 30 June, submission is due 31 July.</li> <li>For the quarter ending 30 September, submission is due 31 October.</li> <li>For the quarter ending 31 December, submission is due 31 January.</li> </ul>

When?	Report	Due within	Guidance
During the contract	Quarterly Contract Report [Component value at or below £50m] component level information	<p>Agreed dates: 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.</p> <p>No agreed dates: 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.</p>	
During the contract	Interim Contract Report (lower value) [<£50m]	<p>Within two months after each reporting date.</p> <p>The reporting date is either:</p> <ul style="list-style-type: none"> <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>	<p>The submission date is the same calendar day two months after the reporting date.</p> <p>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.</p>
During the contract	Interim Contract Report (higher value) [>£50m]	<p>Within two months after each reporting date.</p> <p>The reporting date is either:</p> <ul style="list-style-type: none"> <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>	<p>The submission date is the same calendar day two months after the reporting date.</p> <p>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.</p>
During the contract	Interim Contract Report (lower value) [<£50m] component level information	<p>Within two months after each reporting date.</p> <p>The reporting date is either:</p> <ul style="list-style-type: none"> <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, at the same time as the contract level information.</li> </ul>	

When?	Report	Due within	Guidance
During the contract	Interim Contract Report (higher value) [>£50m] component level information	Within two months after each reporting date. The reporting date is either: <ul style="list-style-type: none"> <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, at the same time as the contract level information.</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.
After contract end	Component Completion Report	Within 12 months of the completion 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 then be required as usual when the Contract Completion Report is submitted six months after the contract completion date.	
After contract end	Contract Costs Statement	12 months after the contract completion date.	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
After contract end	Contract Costs Statement: Component level information	12 months after the component completion date, unless the 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 usual when the Contract Costs Statement is submitted 12 months after the contract completion date.	
On demand	On-Demand Contract Report	Varies according to report required.	<p>If the Secretary of State directs the provision of an on-demand report, the due dates are:</p> <ul style="list-style-type: none"> <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, 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>



# Appendix 2 - Examples of component reporting

## Example 1

New QDC or QSC entered into post 1 April 2024

A contractor enters a new QDC that has a total contract price of £80m. £40m of the contract is priced using one of the default pricing methods and the other £40m is priced using an alternative pricing method. This contract contains two components with two different pricing methods.

Contractor or the MOD notifies the SSRO that component(s) have been created

The contractor or the MOD contacts the SSRO Helpdesk to inform the SSRO that they have entered into a new QDC that contains two different components of the contract price and provides the basis notification information required by the SSRO.

SSRO will add the components to DefCARS.

The SSRO creates three suites of reports in DefCARS, one for contract level information and two for the component level information. The component level information will be linked to the contract level information through a specified naming convention which will be explained to the contractor.

CIR to be completed at contract level.

The CIR at the contract level must be submitted within one month of the contract being entered into.

CIR to be completed for each component.

Component level information is separately identified via a CIR for each component which is to be submitted within one month of the contract being entered into.

**Example 2**

Existing contract amended with component(s) created post 1 April 2024

A contractor has a QDC that contains one pricing method and one contract profit rate. Post 1 April 2024 a contract amendment is priced at £40m. Although the additional scope in the amendment is under the same default pricing method as the contract, the contract profit rate is different. This contract now contains two components with two different contract profit rates.

Contractor or the MOD notifies the SSRO that components have been created

The contractor or the MOD contacts the SSRO helpdesk to inform the SSRO that they have entered into an amendment to the contract that has created two different components of the contract price and provides the basic notification information required by the SSRO.

SSRO will add the components to DefCARS

The SSRO creates two suites of reports in DefCARS, which are linked to the existing contract suite of reports through a specified naming convention which will be explained to the contractor..

OD-CRP and OD-CPS to revise the contract level report

The OD-CRP and OD-CPS reports at the contract level must be submitted within one month of the amendment being entered into.

OD-CRP completed for each component

The OD-CRP is submitted for each component confirming the entered into date, expected completion date and reporting schedule at the same time as the next scheduled contract update or completion report. No additional reports are required at the contract level. See Table 1 for impact of transitional provisions on update reports.

### Example 3

Existing contract containing components created prior to 1 April 2024

A contractor has an existing QDC that was entered into prior to 1 April 2024. At the time of agreement, the parties priced the contract using different regulated pricing methods for the defined components of the contract. One component uses the firm pricing method and the other uses the target pricing method.

Contractor or the MOD notifies the SSRO that components exist

The contractor contacts the SSRO helpdesk to inform the SSRO that they have an existing QDC that contains two different components of the contract price and provides the basic notification information required by the SSRO.

The SSRO adds the components to DefCARS

The SSRO creates two extra suites of reports in DefCARS which will be linked to the existing contract suite of reports through a specified naming convention which will be explained to the contractor.

OD-CRP to be completed for each component

The OD-CRP is submitted for each component confirming the entered into date, expected completion date and reporting schedule at the same time as the next scheduled contract update or completion report. No additional reports are required at the contract level. See Table 1 for impact of transitional provisions on update reports.





















# Appendix 4 – CRP, CPS and CNR fields within the CIR

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

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 • Metric value • Metric units
Milestones	N	N	Y
Reminder of Obligations	N	Y	N

# Appendix 5 – Examples of how to complete the 'profit' page in different contract scenarios

## Scenarios

### Scenario 1

A contractor entered into a contract containing two components on 1 May 2024. There is a fixed price component with a price of £110 million and a commercially priced component with a price of £40 million. The contractor is submitting a CIR for the whole contract which has a price of £150 million. On the profit rate page for the contract, the contractor should show the Allowable Costs (£100 million) which are part of the fixed price component. The contractor would select 'Other' for the baseline profit rate, leaving it blank and leaving the other three profit steps blank. The overall profit rate (10%) applying to the fixed price component will need to be input in the Contract Profit Rate % field. DefCARS will calculate a sub-total contract price derived from default pricing methods and the contractor will put the commercial price in the alternative price field. As there is no aggregation of components being applied, a zero is entered in this field and DefCARS calculates the overall contract price (see screen shots 1a-1c below for contract level reporting).

When completing the profit page in the CIR for the fixed price component, the contractor will complete the top of the page as in screenshot 1a and then report the four profit rate step calculation which results in the 10% profit rate (see screenshot 1d). The Alternative Price(s) and regulation 19G Aggregation of Components fields (see screenshot 1d) will be left blank and the total component price reported will be £110 million.

When completing the profit page in the CIR for the commercially priced component, the contractor will select the guidance which applied in the year in which the component was entered into. There will be no Allowable Costs to report. The contractor should select 'Other' for the Baseline Profit Rate and leave all the profit rate steps blank as in screenshot 1b. The Sub-Contract Profit Rate field and Total Contract or Component Price derived from the default pricing method field should be blank and the £40 million price of the component should be entered in the Alternative Prices field as in screenshot 1e.

### Screenshot 1a

Contract Profit Rate		
	Value	Units
Statutory Guidance on Allowable Costs in force at the time of agreement	VERSION 7.0 1 APRIL 2024	
Statutory Guidance on the Contract Profit Rate in force at the time of agreement	VERSION 8.0 1 APRIL 2024	
Total Allowable Costs (Including any Risk Contingency Element)	100	£m
Total Risk Contingency included in Allowable Costs	5	£m

## Screenshot 1b

Are there sunk and committed costs to report?		
<input checked="" type="radio"/> Yes <input type="radio"/> No		
Description	Value	
Baseline Profit Rate (BPR) %	<input type="text" value="Other (Please Specify) %"/>	
Cost Risk Adjustment %	<input type="text" value="0"/>	
Profit On Cost Once (POCO) adjustment %	<input type="text" value="0"/>	
Single Source Regulations Office - funding adjustment %	<input type="text"/>	
Agreed Incentive Adjustment %	<input type="text" value="0"/>	
<b>Capital Servicing Adjustment Calculator</b>		
Capital Servicing Adjustment %	%	<input type="text" value="0"/>
CALCULATION OF THE SIX PROFIT RATE STEPS	%	<input type="text" value="0"/>
CPR CONTRACT PROFIT RATE	%	<input type="text" value="10"/>

## Screenshot 1c

CONTRACT PROFIT RATE - Expressed as amount	£m	<input type="text" value="10"/>
Sub-total Contract or Component Price derived from default pricing method	£m	<input type="text" value="110"/>
Alternative Price(s)	£m	<input type="text" value="40"/>
19G Aggregation of Components	£m	<input type="text"/>
Price The Total Contract or Component Price	£m	<input type="text" value="150"/>

Screenshot 1d

Are there sunk and committed costs to report?

Yes No

Description	Value
Baseline Profit Rate (BPR) %	2024/25 BPR 8.24%
Cost Risk Adjustment %	-0.49
Profit On Cost Once (POCO) adjustment %	0
Single Source Regulations Office - funding adjustment %	0
Agreed Incentive Adjustment %	0.75

[Capital Servicing Adjustment Calculator](#)

Capital Servicing Adjustment %	%	1.5
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	<b>CALCULATION OF THE SIX PROFIT RATE STEPS</b>	%	10
CPR	<b>CONTRACT PROFIT RATE</b>	%	10
	<b>CONTRACT PROFIT RATE - Expressed as amount</b>	£m	10
	<b>Sub-total Contract or Component Price derived from default pricing method</b>	£m	110
	<b>Alternative Price(s)</b>	£m	
	<b>19G Aggregation of Components</b>	£m	
Price	<b>The Total Contract or Component Price</b>	£m	110



**Screenshot 1e**

CONTRACT PROFIT RATE - Expressed as amount	£m	0
Sub-total Contract or Component Price derived from default pricing method	£m	0
Alternative Price(s)	£m	40
19G Aggregation of Components	£m	
Price The Total Contract or Component Price	£m	40

**Scenario 2**

A contractor entered into a fixed price contract on 1 February 2024. The price of this contract was £110 million (Allowable Costs totalling £100 million) with a contract profit rate of 10% derived using six profit rate steps. The contract was amended on 1 May 2024 to include a new firm price component which had Allowable Costs of £10 million and a profit rate of 11% (because of a different cost risk adjustment). This created two components (the part of the contract which existed before the amendment and the firm price component created on amendment). The transitional provisions will apply to the contract (see Table 2 in this document) and therefore no immediate information about these two new components needs to be reported.

The contractor may agree (if not directed to by the MOD) to submit a contract level on-demand CPS (OD CPS) to show the new contract price. In the contract level OD CPS, the contractor would report the total Allowable Costs for the two components (£110 million) and select 'Other' for the baseline profit rate leaving it blank as well as leaving the other profit rate steps blank. The overall profit rate applying to both components in aggregate will need to be input in the Contract Profit Rate % field (10.1%<sup>9</sup>) and a calculation attached to the page to show how the profit rate has been calculated. DefCARS will calculate a sub-total contract price derived from the default pricing methods. All the remaining fields have zero entered and DefCARS will calculate a total contract price (see screenshots 2a-2c below). If the contractor does not submit this on-demand report the re-determined contract price would be reported in the next update report.

While not having to submit an on-demand CPS for either the firm priced component or the fixed priced component due to the transitional provisions, the contractor should submit an OD CRP to report (for each component) the component entered into date, component completion date and the reporting schedule so that it is clear when future reports are due for component level information.

<sup>9</sup> Weighted average profit rate derived from 10% applied to £100 million and 11% applied to £10 million.

## Screenshot 2a

Contract Profit Rate		
	Value	Units
Statutory Guidance on Allowable Costs in force at the time of agreement	VERSION 7.0 1 APRIL 2024	
Statutory Guidance on the Contract Profit Rate in force at the time of agreement	VERSION 8.0 1 APRIL 2024	
Total Allowable Costs (Including any Risk Contingency Element)	110	£m
Total Risk Contingency included in Allowable Costs	0	£m

## Screenshot 2b

## Screenshot 2c

CONTRACT PROFIT RATE - Expressed as amount	£m	11.11
Sub-total Contract or Component Price derived from default pricing method	£m	121.11
Alternative Price(s)	£m	0
19G Aggregation of Components	£m	0
<b>Price</b> The Total Contract or Component Price	£m	121.11

# Appendix 6 – 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.
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 (UMS)	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: <ul style="list-style-type: none"> <li>a. Unmanned Surface Vehicles (USVs)</li> <li>b. Unmanned Undersea Vehicles (UUVs)</li> </ul>
Surface Vehicle System	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).
Track 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 (UAV)	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).

Equipment type (DPS)	Definition
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.
Radar and communication system	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 and component level information 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 type	This DPS covers all specialist equipment not listed in another DPS.

