Handling Instruction: Not to be shared beyond MOD and the supplier(s) named in this document

Contract Purchase Agreement PA0000004248

Supplier Details:

Company
Contact
Address

Submit your response to:

Company Dstl
Contact
Address

Phone
Fax
E-mail

DRAFT

This document has important legal consequences. The information contained in this document is proprietary of Dstl BU. It shall not be used, reproduced, or disclosed to others without the express and written consent of Dstl BU.

Agreement Reference: N/A

Handling Instruction: Not to be shared beyond MOD and the supplier(s) named in this document

Agreement	**PA0000004248**
Agreement Date	**23-SEP-2026**
Revision	**0**
Agreement Amount	

Procurement BU **Dstl**

Supplier

Notes All currency values in this CPA are: GBP = Pound Sterling

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
		Net 30			

Start Date	End Date	Confirm To

DRAFT

Handling Instruction: Not to be shared beyond MOD and the supplier(s) named in this document

DRAFT

Contract Terms and Conditions

1. Definitions in the Contract

Act means the Procurement Act 2023;

Articles means an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

Assets Subject to Special Controls (ASSC) means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

ASSC Indicator means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Control means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, schedules, specifications, plans, drawings, and other documentation, expressly made part of the agreement in accordance with Clause 2.b;

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

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Covered Procurement shall have the same meaning as in section 1 of the Procurement Act 2023;

Effective Date of Contract means the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

DRAFT

First-Tier Sub-Contractor means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legislation means, in relation to the United Kingdom, any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

Lower-Tier Sub-Contractor means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet

Sensitive Information means the information listed as such in Schedule 4 (Contractor's Sensitive Information), being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point which this Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication, being information which is either:

(1) exempt from disclosure (in the Authority's sole determination) in accordance with Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR); or

(2) information which has been notified to the Authority by the Contractor under a Covered Procurement as sensitive commercial information and the Authority determines (in its sole discretion) that such information:

(a) constitutes a trade secret; or

DRAFT

(b) would be likely to prejudice the commercial interests of the Contractor if it were published or disclosed, and there is an overriding public interest in withholding its publication; or

(3) information which is exempt from disclosure on national security ground;

Subcontract shall have the meaning a contract substantially for the purpose of performing (or contributing to the performance of) all or any part of a public contract; and Subcontractor shall be interpreted accordingly;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of the Contract in its entirety, including from time to time agreed changes to the Contract except any Sensitive Information;

Unique Item Identifier (UII) means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

2. General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

(1) these terms and conditions;

(2) the schedules; and

(3) the documents expressly referred to in the agreement.

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

d. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

e. Save where expressly set out elsewhere in the Contract, the Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

f. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.f and for enforcement of any judgement, order or award given under English jurisdiction.

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

DRAFT

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

i. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

j. The Authority shall have the right to terminate the Contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

3. Severability

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

4. Transparency

a. Notwithstanding any other Condition of the Contract, including Clause 4c, the Contractor agrees that the Authority may publish the Transparency Information to the general public.

b. The Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. The Contractor shall assist and cooperate with the Authority as reasonably required to enable the Authority to publish the Transparency Information. Where the Authority publishes Transparency Information, it shall redact any Sensitive Information and, where reasonably practicable, consult with the Contractor on the proposed redactions prior to publication.

d. The Authority shall present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how the Contract is being performed.

e. The parties agree that they will not disclose information in relation to the Contract in contravention of their obligations under data protection legislation. In this clause, "data protection legislation" has the same meaning as in the Data Protection Act 2018.

5. Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) Edn 09/21 and Clause 4.

6. Publicity and Communications with the Media

The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with

DRAFT

representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

7. Notices

a. A Notice served under the Contract shall be:

(1) in writing in the English language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in the Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

8. Change of Control of Contractor

a. The Contractor shall notify the representative of the Authority in writing at the address given in Clause 8.c:

(1) as soon as practicable, of any intended, planned or actual change of Control of the Contractor and/or their First-Tier Subcontractors; and

(2) immediately on the Contractor becoming aware of any actual change of control of any Lower-Tier Sub-Contractor.

b. The Contractor shall include in any such notification any concerns the Contractor may have with the change of control. Such concerns may include but are not limited to potential threats to national security and security of supply. The Contractor shall not be required to submit any Notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a Notice.

c. Each Notice of change of Control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section

DRAFT

Strategic Supplier Management Team

Spruce 3b #1301

MOD Abbey Wood,

Bristol, BS34 8JH

and emailed to: DefComrclSSM-MergersandAcq@mod.gov.uk

d. The representative of the Authority shall consider the Notice of change of Control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Effective Date of Contract. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 calendar days (or as agreed by the parties) of receipt of the Authority's written concerns, for the Authority's consideration.

e. To the extent that the Authority considers that it is reasonable to do so, the Authority shall work with the Contractor to seek to resolve the Authority's concerns. The Contractor agrees to answer the Authority's questions or requests for clarification promptly.

f. Where the Authority considers, in its absolute discretion, that the risk may be appropriately mitigated, the Contractor shall implement any agreed mitigations promptly and, in any case, within the timescales required by the Authority. Where the Contractor fails to do so, clause 8.g. shall apply.

g. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor (and/or request the Contractor to terminate any relevant First-Tier or Lower-Tier Sub-Contractor's contract) within six months of the Authority being notified in accordance with Clause 8.a. The Authority shall act reasonably in exercising its right of termination, including, but not limited to, taking account of the Contractor's own assessment of the change of control.

h. Where the Authority terminates the Contract in accordance with Clause 8.g, subject to clause 8.i, the Contractor may request payment for any unavoidable commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. The Authority shall act reasonably when assessing the Contractor's request for payment although the parties agree that the Authority shall retain the sole discretion, acting reasonably, to decide whether to make such requested payment in accordance with clause 8.i.

i. Any requests for payment by the Contractor must be submitted promptly and the Contractor shall demonstrate to the reasonable satisfaction of the Authority that such request for payment: (1) is reasonable and properly chargeable ; (2) would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract; and (3) is fully supported by documentary evidence.

j. In the event that the Contractor fails to demonstrate any of the conditions set out at 8.i.(1)-(3), the Authority may reject such request for payment.

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

l. The Contractor shall include provisions equivalent to those set out in this condition in all relevant sub-contracts.

9. Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

DRAFT

10. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall supply the Contractor Deliverables to the Authority at the Contract Price. Unless otherwise stated in Schedule 3, the Contract Price shall be a Firm Price.

b. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with Schedule 2;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

(4) unless otherwise specified in this Contract, any matter related to import and export licences will be managed under DEFCON 528 (ISC) Edn 05/26.

11. Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 11.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

12. Third Party Intellectual Property Rights Indemnity and Notification of Restrictions

a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of third party intellectual property rights shall be handled in accordance with the provisions of DEFCON 632.

b. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

c. Where any of the Conditions listed below (1 to 3) have been added to the these Conditions of the Contract as Project Specific DEFCONs at Clause 22, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions).

(1) DEFCON 15 Edn 08/74 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 Edn 06/21 - including copyright material supplied under clause 5;

(3) DEFCON 91 Edn 06/21 - limitations of Deliverable Software under clause 3b.

d. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the

DRAFT

Contract of any required additions, inaccuracies or omissions in Schedule 5.

e. Any amendment to Schedule 5 (DEFENCE RESEARCH SPECIFICATIONS (DRRS) - DOCUMENT MARKING SCHEME) shall be made in accordance with DEFCON 503 (ISC) Edn 06/22.

13. Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 13.b the Contractor will be required to register their details (supplier on-boarding) on the electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with Clause 13.a, the Authority will consider and verify that invoice without undue delay.

c. The Authority shall pay the Contractor any sums due to be paid under the invoice before the end of the period of 30 days beginning with the day on which a valid and undisputed invoice is received by the Authority in respect of the sum or, if later, the day on which the payment falls due in accordance with the invoice.

d. Where the Authority fails to comply with Clause 13.b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Clause 13.c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under the Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

14. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of their obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Subcontract, they shall cause a term to be included in the Subcontract:

(1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice without undue delay;

(2) providing that the Contractor shall pay the Subcontractor any sums due under the Subcontract no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;

(3) providing that where the Contractor fails to comply with Clause 14.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 14.b.(2) after a reasonable time has passed; and

(4) requiring the Subcontractor to include in any Subcontract which they award, provisions having the same effect as Clauses 14.b.(1) to 14.b.(3) and to procure that the counterparty to that contract include provisions having the same effect as Clauses 14.b.(1) to 14.b.(4).

c. The Contractor shall not agree with the Subcontractor a payment date for a valid and undisputed invoice of more than 30 days.

DRAFT

15. Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996 (as amended or updated from time to time). For the purposes of the arbitration, the arbitrator shall have the power to make provisional award pursuant to Section 39 of the Arbitration Act 1996 (as amended or updated from time to time).

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings related to the arbitration or otherwise. No report relating to the same shall be made beyond the tribunal, the Parties, their legal representative and any person necessary to the conduct of the arbitration, without the concurrence of all the Parties to the arbitration.

16. Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

> (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
>
> (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
>
> (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

> (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
>
> (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
>
> > (a) requiring the Contractor to procure the termination of a Subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
> >
> > (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17. Termination for Convenience

DRAFT

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).

b. Subject to Clause 17.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:

(1) the Contractor taking all reasonable steps to mitigate such loss; and

(2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.

c. The Contractor shall include in any Subcontract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the Subcontract under the terms of Clauses 17.a to 17.b except that:

(1) the notice period for termination shall be as specified in the Subcontract, or if no period is specified 20 (twenty) business days; and

(2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 17".

d. The Authority's total liability under the provisions of this Clause shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

18. Contractor's Records

a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

(1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and

(2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

c. With regard to the records made available to the Authority under Clause 18.a, and subject to the provisions of Clause 5, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or representative of the Authority, as the Authority may require.

d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

(1) the end of the Contract term;

(2) the termination of the Contract; or

(3) the final payment,

DRAFT

whichever occurs latest.

19. Goods Specific Conditions

a. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

(1) Nothing in this Clause 19 shall reduce or limit any statutory or legal obligation of the Authority or the Contractor.

(2) As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

(a) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and

(b) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(c) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(d) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

(3) For Substances, Mixtures or Articles that meet the criteria list in Clause 19.a.(2) above:

(a) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(b) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

(4) If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems. For Information Purposes Only

(5) If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(a) activity; and

(b) the substance and form (including any isotope).

(6) If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

DRAFT

(7) Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 2.i (material breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 2.i.

(8) Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation Supplier Manual.

b. Marking of Contractor Deliverables

(1) Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the Contract.

(2) Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.

(3) Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.

(4) Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.

(5) Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 19.c (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

c. Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives):

(1) The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

(2) The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 19.c.(2). Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:

(a) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(b) the International Maritime Dangerous Goods (IMDG) Code;

(c) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

(3) Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

DRAFT

d. Plastic Packaging Tax

(1) The Contractor shall ensure that any PPT due in relation to the Contract is paid in accordance with the PPT Legislation.

(2) The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

(3) On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

(4) The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

(5) In accordance with Condition 18 the Contractor (and their Subcontractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

(6) Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(a) confirmation of the tax status of any Plastic Packaging Component;

(b) documents to confirm that PPT has been properly accounted for;

(c) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(d) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

(7) The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 19.c.(2) above is accurate.

(8) In the event the Contractor is not required to register for PPT they (and to the extent applicable, their Subcontractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

(9) The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

20. Limitations on Liability

Unlimited liabilities

a. Neither Party limits its liability for:

(1) death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

DRAFT

(2) fraud or fraudulent misrepresentation by it or its employees;

(3) breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

(4) any liability to the extent it cannot be limited or excluded by law.

b. The financial caps on the Contractor's liability set out in Clause 20.d below shall not apply to the following:

(1) for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

(a) the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 12 (Third Party IP – Rights and Restrictions);

(b) the Contractor's indemnity in relation to TUPE at Schedule 8; and

(2) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

(a) the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

(b) the Authority's indemnity in relation to TUPE under Schedule [(TUPE)];

(3) breach by the Contractor of DEFCON 532A and Data Protection Legislation.

(4) breach by the Contractor of DEFCON 520; and

(5) to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

(6) For the avoidance of doubt any payments due from either of the Parties to the other in accordance with DEFCON 811 or the Defence Reform Act 2014 and/or the Single Source Contract Regulations 2014, as amended from time to time, shall not be excluded or limited under the provisions of Clause d and/or e below

c. The financial caps on the Authority's liability set out in Clause 20.e below shall not apply to the following:

(1) for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCON 514A and condition 17; and

(2) the indemnity given by the Authority in relation to TUPE under Schedule 8 shall be unlimited.

Financial limits

d. Subject to Clauses 20.a and 20.b and to the maximum extent permitted by Law:

(1) [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

(a) in respect of DEFCON 76 (ISC) £ 5 million pounds (£5,000,000) in aggregate;

(b) in respect of condition 2i £ 5 million pounds (£5,000,000) in aggregate;

DRAFT

(c) in respect of DEFCON 611 (ISC) £ 5 million pounds (£5,000,000) in aggregate; and

(d) in respect of condition 11b £ 5 million pounds (£5,000,000) in aggregate.

(2) without limiting Clause 20.d.(1) and subject always to Clauses 20.a, 20.b, and 20.d.(3), the Contractor's total liability throughout the Term in respect of all other liabilities (but, if applicable, excluding any Service Credits paid or payable), whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £ 5 million pounds (£5,000,000) in aggregate.

(3) The caps on the Contractor's liability set out in clauses 20d(1) and 20d(2) above shall not be reduced in respect of any loss to the extent that it is either:

(a) insured pursuant to the terms of this Contract; or

(b) a loss which the Contractor was required to insure pursuant to this Contract and/or by law but which was either not so insured or is not recoverable under the terms of the relevant policy of insurance.

(4) on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 20.d.(1) and 20.d.(2) above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 20.d.(1) and 20.d.(2) of this Contract.

e. Subject to Clauses 20.a, 20.b, and 20.f, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

f. Clause 20.e shall not exclude or limit the Contractor's right under this Contract to claim for these Charges.

Consequential loss

g. Subject to Clauses 20.a, 20.b and 20.h, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

(1) indirect loss or damage;

(2) special loss or damage;

(3) consequential loss or damage;

(4) loss of profits (whether direct or indirect);

(5) loss of turnover (whether direct or indirect);

(6) loss of business opportunities (whether direct or indirect); or

(7) damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

h. The provisions of Clause 20.g shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

DRAFT

(1) any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

(a) to any third party;

(b) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

(c) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

(2) any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

(3) the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

(4) any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

(5) damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);

(6) costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

(7) any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

(8) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

(9) any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

i. If any limitation or provision contained or expressly referred to in this Clause 20 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 20.

Third party claims or losses

j. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

DRAFT

(1) arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

(2) is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

k. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

DRAFT

21. DEFCONS

The following DEFCONS and DEFCONS SC variants that apply to this Contract are:

DEFCON 126 (Edn 06/21) - International Collaboration

DEFCON 503 (ISC Edn 06/22) – Formal Amendments to the Contract

DEFCON 514A (Edn 03/16) - Failure of Performance under Research and Development Contracts

DEFCON 531 ISC (Edn 09/21) - Disclosure of Information

DEFCON 532A (ISC Edn 05/22) - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn 02/25) – Subcontracting and Prompt Payment

DEFCON 540 (ISC Edn 05/23) Conflicts of Interest

DEFCON 601 (SC Edn 03/15) - Redundant Materiel

DEFCON 608 (Edn 10/14) - Access and Facilities to Be Provided By the Contractor

DEFCON 611 (ISC Edn 12/22) - Issued Property

DEFCON 632 (Edn 11/21) - Third Party Intellectual Property - Rights and Restrictions

DEFCON 646 (Edn 10/98) - Law and Jurisdiction (Foreign Suppliers)

DEFCON 658 (ISC Edn 02/26) – Cyber

22. Cyber

Further to DEFCON 658 (SC1) the Cyber Risk Profile of the Contract is [ ], as defined in Def Stan 05-138

DEFCON 705 (Edn 06/21) – Intellectual Property Rights – Research and Technology

23. Special Conditions

The following Special Conditions apply to this Contract:

Proprietary and Confidential

DRAFT

Contractors Personnel - Research Workers

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

b. Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract, a Personal Particulars Form shall be completed for each additional Research Worker and sent to the Authority's Project Manager representative. The Contractor shall obtain written permission from the Authorities representative before an additional Research Worker may start work under this Contract.

c. All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.

d. The only exception to process described in this condition is when all of the Contractors proposed Research Workers hold a full current SC clearance with no restrictions. In that case, even if the classification of the contract work is SECRET, a Personal Particulars form is not required. The SC provides the Authority with the requisite level of assurance that the individual is who they say they are and is appropriate to work on the contract. The Contractor will be required to provide appropriate evidence to demonstrate to the satisfaction of the Authority that the proposed Research Workers hold a full current SC clearance.

Deliverable Report Marking

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

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

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

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

i. The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state:

> "Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract."

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

k. Marking of Deliverables (Documents)

DRAFT

(1) In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

(2) In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

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

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

(5) In accordance with DEFCON 705, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Schedule 5.

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

IPR - Subcontracts

l. The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Schedule 6 to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Commercial Representative (See Purchase Order) and await further instructions before placing the subcontract or order.

Government Furnished Assets

m. The Government Furnished Assets as detailed at Schedule 7 to the Contract shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract under the loan terms of either contract embodiment item, contract support item, or contract work item as specified by the Authority. Any such issue shall be in accordance with the provisions of DEFCON 611 (ISC) and DEFCON 694 (ISC).

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

Government Furnished Information

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

DRAFT

provided information.

Test and Evaluation

p. The Contractor shall provide the Authority's Project Representative (See Purchase Order) with all appropriate paperwork, to the requirements of the Authority's Representative to support conduct of test and evaluation; including but not limited to:

(1) Trial Plans;

(2) Evaluation Plans;

(3) Risk Assessment;

(4) Health and Safety;

(5) Certificates of Insurance;

Contractor Acquired Material

q. Upon purchase, legal title in any items costing £10,000 or more and with an economic life of more than 12 months purchased by the Contractor within the total contract price for the purposes of performing the contract shall vest with the Authority. Such items shall become Government Furnished Equipment provided to the Contractor by the Authority on loan in accordance with DEFCON 611 (ISC) (Issued Property).

Russian / Belarusian products and/or services

r. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

(1) the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

(2) that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(a) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(b) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

s. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

t. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

u. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

DRAFT

WORKSPACE AVAILABILTY AT I-HUB

v. The Authority will endeavor to provide industry partners that are Small and Medium-sized Enterprises (SMEs) with access to the UKDI Workspace within the I-Hub, Imperial College Campus in London. Access will be available during the term of the Contract and for six months after the Contract expiry, subject to facility capacity and availability. Access requests must be submitted to the Authority no later than three working days prior to each proposed date of access.

w. The Contractor and its agents or employees that use the UKDI Workspace shall agree to the UKDI Workspace Code of Conduct prior to utilising the facility. Any breach of the Code of Conduct may result in access being withdrawn for the contract period and future access requests being rejected.

w. It is requirement for supplier personnel to be vetted in line with BPSS as a minimum. To note the floor plate of L10 White City is currently classified at [OFFICIAL].

TRAVEL COSTS

x. The total Contract value contains a sum allocated for travel costs, expected to be incurred in accordance with the Contractor's proposal. Accordingly, the Purchase Order relating to this procurement contains a call-off line so that travel costs can be invoiced as and when required. Travel invoices shall include the at-cost value of travel, plus the agreed rate of man-hours.

DRAFT

24. Processes

The following Processes apply to this Contract:

Schedule 1 - Additional Definitions of Contract

The additional Definitions of Contract are:

1. Research Workers means a student, employee, agent or representative of the contractor or its subcontractors that directly work on the Intellectual Property in the contract.

Schedule 2 - Schedule of Requirements

The detailed schedule of requirement is contained within the individual purchase order documentation.

DRAFT

Schedule 3 Contract Data Sheet

Condition 2.g - **Contract Period**	As per the individual Purchase Order(s) (PO).
Condition 7 - **Notices**	Notices served under the Contract can be transmitted by electronic mail. Notices served under the Contract shall be sent to the Commercial Officer named in the DEFFORM 111 (Box 1) within the individual POs.
Condition 9 - **Progress Meetings**	The Contractor shall be required to attend meetings in accordance with individual POs.
Condition 9 - **Progress Reports**	The Contractor is required to submit Reports in accordance with individual POs.
Condition 10.a - **Contract Price**	All items identified in individual POs shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated in the individual POs.
Condition 10.b - **Quality Assurance**	Where applicable such requirements shall be specified within the individual POs.
Condition 11 -	All Contract Deliverables shall be

Delivery/Collection	consigned to the Authority's Project Manager as specified on the DEFFORM 111 (Box 2) of the individual POs.
Condition 17 - **Termination for Convenience**	The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here: The Notice period for termination shall be 20 Business Days

DRAFT

Schedule 4 Contractor's Sensitive Information Form (i.a.w. Condition 4)

NOTE: The table below is provided for information only; Contractor's Sensitive Information shall be captured, where applicable, within the individual Purchase Orders.

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

DRAFT

Schedule 5: DEFENCE RESEARCH REPORT SPECIFICATIONS (DRRS) - DOCUMENT MARKING SCHEME

Reports comprising technical information DEFCON 705

Full Rights Version	**Limited Rights Version**
Conditions Of Supply – Full Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.	Conditions Of Supply – Limited Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)

Notes:

1. This must always be the customer's contract number.

2. Include name of the Rights Owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.

3. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then this should be clearly indicated.

DRAFT

Schedule 6: Design Rights and Patents (Subcontractor's agreement)

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

THIS AGREEMENT is made the [xxx] day of 20[xx]

BETWEEN [xxxxxx]

whose registered office is at [xxxxxxxx]

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

WHEREAS:-

1. The Secretary of State has placed with [xxxxx] (hereinafter called "the main contractor") a contract bearing the reference number [xxxxx] (hereinafter called "the main contract") for [xxxxx] the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.

2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.

3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.

4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.

5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

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

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

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

DRAFT

Signed on behalf of

the Sub-Contractor

(in capacity of [xxxxxx])

Signed on behalf of [xxxxxxx]

The Secretary of

State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

[xxxxx]

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

[xxxxx]

except that:

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

DRAFT

25. Schedules 7 & 8

Schedule 7 - Government Furnished Assets (GFA)

Any GFA issued shall be captured against individual Purchase Orders.

Schedule 8 - TUPE

This schedule is not used.

DRAFT