



DE&S

DGM/1928

Description: The Provision of Pyrotechnics

Amendment 8

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1. SCHEDULE OF REQUIREMENTS

Name and Address of Contractor PW Defence Ltd	MINISTRY OF DEFENCE	Contract No: DGM/1928 Amendment 8
	Schedule of Requirements for The provision of Pyrotechnics	
Issued With DEFFORM 8	On 17 th June 2022	Previous Contract No: N/A

Requirements

Line Item Number	Description	Delivery	Packaging	Price £GBP
1	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2020 to 31 March 2021	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Annex A
2	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2021 to 31 March 2022	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Annex A
3	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2022 to 31 March 2023	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Annex A
4	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2023 to 31 March 2024	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Fixed Price in accordance with Annex A and Clause 4.3
5	Supply of Ad-Hoc Tasks in accordance with completed Tasking Authorisation Forms as at Annex D and in accordance with Clauses 3.2 and 4.2 from 1 April 2020 to 31 March 2024	In accordance with individual task forms	In accordance with individual task forms	Fixed Price In accordance with individual task forms

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6	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2024 to 31 March 2025	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Clauses 3.2 and 4.2
7	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2025 to 31 March 2026	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Clauses 3.2 and 4.2
8	Supply of Ad-Hoc Tasks in accordance with completed Tasking Authorisation Forms as at Annex D and in accordance with Clauses 3.2 and 4.2 from 1 April 2024 to 31 March 2026	In accordance with individual task forms	In accordance with individual task forms	Fixed Price In accordance with individual task forms
9	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2026 to 31 March 2027	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Clauses 3.2 and 4.2
10	Supply of Munitions in accordance with the Munitions list at Annex A and the Statement of Work at Annex B from 1 April 2027 to 31 March 2028	In accordance with Munitions list at Annex A	In accordance with the Munitions list at Annex A and the Statement of Work at Annex B	Firm Price in accordance with Clauses 3.2 and 4.2
11	Supply of Ad-Hoc Tasks in accordance with completed Tasking Authorisation Forms as at Annex D and in accordance with Clauses 3.2 and 4.2 from 1 April 2026 to 31 March 2028	In accordance with individual task forms	In accordance with individual task forms	Firm Price In accordance with individual task forms

Options (in accordance with clause 2.5)

Line Item Number	Description	Delivery	Packaging	Price £GBP

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2. GENERAL CONDITIONS

DEFCON68 (Edn.02/19) - Supply of Data for Hazardous Articles, Materials and Substances
DEFCON501 (Edn.11/17) - Definitions and Interpretations
DEFCON503 (Edn.12/14) - Formal Amendments to Contract
DEFCON515 (Edn.02/17) - Bankruptcy and Insolvency
DEFCON516 (Edn.04/12) - Equality
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DEFCON539 (Edn 08/13) - Transparency
DEFCON550 (Edn 02/14) - Child Labour and Employment Law
DEFCON566 (Edn.12/18) - Change of Control of Contractor
DEFCON620 (Edn.05/17) - Contract Change Control Procedure
DEFCON 630 (Edn. 02/18) - Framework Agreements
DEFCON656B (Edn 08/16) - Termination for Convenience (Contracts over £5M)
DEFCON658 (Edn.10/17) - Cyber
Further to DEFCON 658 the Cyber Risk Level of the Contract is Very Low, as defined in Def Stan 05-138.
DEFCON659A (Edn.02/17) - Security Measures
DEFCON660 (Edn.12/15) - Official-Sensitive Security Requirements

2.1. Entire Agreement

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 clause shall not exclude liability in respect of any fraudulent misrepresentation. This Contract is without prejudice to any other agreement between the Contractor and the Authority.

2.2. Precedence

- a. In cases of conflict between the Contract Schedule, which together with the clauses of Contract is hereinafter called "the Contract", and any documents called up by the Contract, the following order of precedence shall apply:
 - i. Schedule of Requirements
 - ii. The terms and conditions.
 - iii. All other Annexes to the Contract.
- b. If either Party becomes aware of inconsistency between the provisions of the main body of this Contract and the Annexes, or between any of the Annexes such party shall notify the other party and the parties shall resolve the conflict of that inconsistency on the basis of the order of precedence set above. In the event that the parties fail to reach agreement, the Authority's decision shall be final.

2.3. Contractors Obligations

- a. The Contractor shall perform the Contract in accordance with Annex A, Annex B and Annex D to the Contract and shall perform its other obligations under this Contract in accordance with and subject to the Conditions of this Contract.

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- b. Nothing in this Contract shall require the Contractor to perform, or to procure the performance of, any act or to allow or require any omission that in the Contractor's reasonable opinion would result in the Contractor or any Sub-Contractor breaching any legislation or regulatory requirement.
- c. Any forecasts of demand or order volumes that may be provided by the Authority to the Contractor during the term of Contract shall be indicative for information purposes only. The Authority accepts no liability for any losses associated with inaction or action by the Contractor based on such information.

2.4. Duration

- a. The Contract shall commence on the date of award of the Contract and shall remain in force until delivery of all call off orders and ad-hoc tasking orders within the Schedule of Requirements to the approval of the Authority, notwithstanding the Authority's rights for earlier termination. The contract expiry date shall be 31st March 2028.
- b. All work authorised during the Contract period shall be completed under the Contract. Both parties shall agree that any Articles delivered after Contract award shall be delivered and accepted in accordance with the terms and conditions of the Contract. The Contractor is required to notify the Commercial Branch (as specified in Box 1 of DEFFORM 111) of any work outstanding at the end of the Contract period. Where completion of work extends beyond the Contract expiry date the Contractor shall continue the work until these tasks are completed to the satisfaction of the Authority.

2.5. Exercise of Options

- a. The option Prices for SoR Items 6 and 7 are Fixed Prices relative to economic conditions and are subject to variation as provided for in clause 4.3.
- b. In addition to SoR Items 1 to 5, the Contractor hereby grants to the Authority the irrevocable options to purchase munitions and ad-hoc tasks as detailed in SoR Option Items 6, 7 and 8 in accordance with the terms and conditions set out in this Contract or any such subsequent Contract or Contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options.
- c. In the event that the Authority elects to evoke these options they shall be incorporated into the Contract by formal Contract amendment in accordance with DEFCON 503 (Formal Amendments to Contract).
- d. The Authority shall have the right to exercise the options detailed herein by the dates specified in Clause 2.5.e. below or within such further period as corresponds to the aggregation of any period(s) for the duration of which the Authority is prevented from exercising any such option by reason of any breach of the Contract by the Contractor.
- e. The Authority shall notify the Contractor no later than three (3) months prior to the take up of the option.
- f. The Authority shall not be obliged to exercise the options.

2.6. Access

- a. The Contractor shall arrange for the Authority to have reasonable access to the premises where the work under the Contract is being undertaken and to technical information relevant to the Contract for the purposes of monitoring and overseeing progress of the work and to ensure consistency with the stated delivery requirements.
- b. Visits by the Authority or his authorised Representatives to Sub-Contractor's in accordance with this Clause shall only be made after consultation with the Contractor. In the event of visits to Sub-Contractor's' premises the Contractor shall be invited to attend.

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2.7. Place of Work

Any change in the Contractor's or major Sub-Contractor's' places of work during the currency of the Contract shall be notified to the Commercial Branch, with a copy to the Project Management Branch as detailed in the DEFFORM 111.

2.8. Sustainable Procurement - Legislative Requirements

a. The Contractor shall take all reasonable steps to procure the observance of relevant economic, social and environmental legislation related to the subject matter or the execution of the contract by any servants, employees or agents of the Contractor and any Sub-Contractors engaged in the performance of the Contract.

b. If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of relevant economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any Sub-Contractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.

c. Any convictions during the period of the Contract for criminal breaches of relevant economic, social and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.

2.9. Sustainable Procurement - Best Practice

The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.

2.10. Freedom of Information

a. The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Regulations and shall facilitate the Authority's compliance with its information disclosure requirements in the manner provided for in Clauses 2.10.b to 2.10.d (inclusive) of the FOIA.

b. Where the Authority receives a request for information in relation to information that the Contractor is holding on its behalf under the Contract, the Contractor shall, at the Authority's request and as soon as is practicable, provide an estimate of the total time required for complying with the request to enable the Authority, in compliance with the FOIA, to assess the extent to which it wishes the Contractor to provide the Authority with support as set out in this Clause. The Contractor shall if requested by the Authority:

i. Provide the Authority's Representative with a copy of all such Information in the form that the Authority's Representative requires; and

ii. Provide all necessary assistance as reasonably requested by the Authority's Representative in connection with any such Information, to enable the Authority to respond to a request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

c. Following notification under Clause 2.10.b of the FOIA and up until such time as the Contractor has provided the Authority's Representative with all the information specified in Clause 2.10.b.i of the FOIA, the Contractor may make representations to the Authority's Representative as to whether or not or on what basis the information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the Authority shall be responsible for determining at its absolute discretion:

i. Whether Information is exempt from disclosure under the FOIA and the Environmental Information Regulations;

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ii. Whether Information is to be disclosed in response to a Request for Information, and in no event, shall the Contractor respond directly, or allow its Sub-Contractor's to respond directly, to a Request for Information unless expressly authorised to do so by the Authority's Representative.

d. The Contractor acknowledges that any Information provided identifying Confidential Information, are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the Environmental Regulations. For the avoidance of doubt, the Authority shall not be in breach of Contract where it releases Confidential Information to comply with the requirements of the FOIA and the Environmental Regulations.

e. The Contractor's contact for all Freedom of Information related issues is Josh Carlisle -Josh.Carlisle@pwdefence.com

2.11. Publicity and Communications with the Media

The Contractor shall ensure that any employee or Sub-Contractor does not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with Legislation.

2.12. Appointment of Prime Contractor and Placing of Sub-Contracts

a. For the purposes of this Contract and the work to be performed there under, the Contractor shall be designated as the Prime Contractor, and shall accordingly be responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of the Contract as detailed in Annex A and B to meet all requirements of the Contract.

b. The Contractor's responsibilities referred to in clause 2.12.d. shall apply equally to work carried out by Sub-Contractors in respect of the requirements of the Contract.

c. The Contractor shall ensure that the terms and conditions of this Contract are reflected in all Sub-Contracts, at whatever level, to the extent necessary to enable the Contractor to fully meet his obligations to the Authority under the Contract. The Authority shall not be responsible for any inconsistencies, incompatibilities or omissions in the Contractor's agreement with its Sub-Contractors.

d. The Contractor's responsibilities shall also include but not be limited to:

- i. The placing, administration, control and management of all Sub-Contracts required to meet the requirements defined in the Schedule of Requirements and SOW, regardless of the method by which the Sub-Contractor may be selected;
- ii. Planning, programming and progressing of the work including provision of appropriate documentation; Financial management of the work including financial control and monitoring of all Sub-Contracts;
- iii. Providing the Authority with the information he reasonably requires to satisfy itself throughout the life of the Contract that the work is proceeding to time and performance;
- iv. Ensuring that work performed as part of this Contract is carried out and/or performed in accordance with good industry practice and all applicable legislation.

e. The Contractor shall furnish the Authority with the audit trail document set for any Sub-Contract(s) let by the Contractor and a copy of any Sub-Contract(s) as required by the Authority.

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2.13. Conflict of Interest

a. The Contractor shall immediately notify the Authority of any potential conflicts of interest relating to the requirement and shall give particulars of every instance to the Authority. This notification must be provided to the Authority in advance of the Contractor entering into any contractual relationship to enable the Authority to carry out a risk assessment. The Authority reserves the right to direct the Contractor not to enter into a Contract with the associated third party whereby the Authority assess the proposed measures will not mitigate the risk.

b. Where the Authority agrees to the arrangement the Contractor shall adopt a formally agreed, legally binding compliance regime between the Authority and the Contractor. This shall include, but not be limited to:

- i. Manner of operation and management;
- ii. Roles and responsibilities;
- iii. Standards for integrity and fair dealing;
- iv. Levels of access to and protection of sensitive information and Government Furnished Information;
- v. Confidentiality/Non-Disclosure agreements (e.g. DEFFORM 702);
- vi. The Authority rights of audit;
- vii. Physical and managerial separation;
- viii. Identification of potential or actual conflicts of interest;
- ix. Investigation of any breaches of the compliance regime.

2.14. Disclosure of Information

a. In addition to the provisions of DEFCON 531, the Contractor shall take every precaution to ensure that information arising from, or connected with, the Contract is divulged only to the minimum number of employees, and then only to the extent essential to each person's action in carrying out the Contract. General information, such as lists of military units and their locations shall be restricted to those employees actually working on the Contract and shall not be provided to employees in business units that are not associated with the Contract.

b. No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with the prior written permission of the Authority. Any press or other enquiries on any such matter shall be referred to the Authority – Box 2 of DEFFORM 111.

c. It shall be the responsibility of the Contractor to ensure that his personnel in relation to documents, which bear privacy markings, whether classified, maintain the highest standards of privacy and confidentiality or not, with which they are entrusted. The same standards of privacy and confidentiality shall be applied to information acquired orally.

d. In addition to the provisions of DEFCON 531, any information received by either party which indicates a duty of confidence to a third party, as indicated by a commercial privacy marking, shall be equally respected.

e. Unless any limitations are agreed with the Contractor, the Authority shall be allowed to release information to third parties who are employed on behalf of the Authority in support of this project and for use in connection with this project.

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f. Where the Authority is contemplating the disclosure of information, the Authority shall consult the Contractor to ascertain the degree of harm that would arise from the disclosure of information. Should the Authority decide to disclose information against the wishes of the Contractor, the Contractor shall be given prior notification. The final decision on the disclosure of information shall rest with and be at the sole discretion of the Authority and any decision to disclose information against the wishes of the Contractor shall not render the Authority in breach of Contract.

2.15. Change/Amendments of Contract

a. Only the Authority's Commercial Officer detailed in the Appendix (DEFFORM 111) or his authorised Representative, is authorised to vary the terms and conditions of the Contract. Such variations shall only have effect if agreed in writing.

b. Any technical or other proposal from the Contractor requiring an amendment to the Contract is to be submitted in writing to the Authority for consideration, together with the cost and timescale implications. Any such changes accepted by the Authority shall be notified to the Contractor by written amendment to the Contract and shall not be effective until accepted in writing by the Contractor.

c. Notwithstanding DEFCON 503, nothing said, done or written by any person nor anything omitted to be said, done or written by any person including, but without limitation, any servant or agent of the Authority which shall in any way affect the rights of the Authority to modify, affect, reduce or extinguish the obligations and liabilities of the Contractor under the Contract, or be deemed to be a waiver of rights of the Authority, unless stated in writing and signed by the Authority's Commercial Officer named in the Appendix (DEFFORM 111) to this Contract.

d. For the purpose of DEFCON 503, amendments to the Contract shall be serial numbered and issued only by the Commercial Branch specified in Box 1 to the Appendix to Contract (DEFFORM 111).

e. The Authority may put forward an Authority notice of change at any time to the Contractor, containing information in relation to the proposed change to allow the Contractor to:

i. Advise on the technical, safety, environmental, performance and logistical implications of the proposed change;

ii. Advise on any variations which may be required to the terms of this Contract including end of Contract liabilities;

iii. Advise whether relief from compliance with the Contractors' obligations is required, including but without limitation, the obligations of the Contractor to meet the performance measures; and to

iv. Calculate any change(s) in Price.

f. The Contractor may also put forward a Contractor notice of change at any time to the Authority that shall include, without limitation the following information:

i. The Contractor's detailed reasons for proposing the change;

ii. Details of the technical, safety, environmental, performance and logistical implications of the proposed change;

iii. Any variations which may be required to the terms of this Contract including end of Contract liabilities;

iv. Whether relief from compliance with the Contractors' obligations is required, including but without limitation, the obligations of the Contractor to meet delivery and the performance measures;

v. Breakdown of any changes in Price (a revised Contract Pricing Statement);

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- vi. Any other information which the Authority may reasonably require.
- g. Upon receipt of either an Authority or Contractor notice of change the parties shall discuss such notice including without limitation the impact on the Contract including pricing. The Contractor shall, make every reasonable effort to minimise and mitigate any increase in the Contractor's costs and to maximise any reduction in the Contractor's costs.
- h. The Authority shall be entitled at any time in this process to reject a Contractor notice of change provided that the Authority cannot reject, in principle, a Contractor notice of change which is required in order for a Munitions specification to conform to a change in law.
- i. The Authority shall notify the Contractor in writing as to whether the Authority notice of change or Contractor notice of change has been accepted and is to be implemented. Following such notification the Authority shall document any changes agreed to be made to the Contract and/or munition orders and ad-hoc tasks as necessary. No changes shall be reflected in the Contract, munition orders and ad-hoc tasks until agreed in writing by Authorised Representatives of the Authority and the Contractor.
- j. The Contractor shall ensure that the change does not have a material adverse impact on the performance of the Contract. The Contractor shall maintain continuity of delivery and performance to meet the requirements of this Contract throughout any transitional and mobilisation period in relation to the Change.
- k. The Contractor shall not be entitled to make a claim from the Authority for the payment of any costs incurred by it as a result of the development, implementation or delivery of a Change unless such Change has been approved in writing by the Authority.

3. SPECIFICATIONS AND PLANS

DEFCON117 (EDN.10/13) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON502 (EDN.05/17) - Specifications Changes

DEFCON601 (EDN.04/14) - Redundant Materiel

DEFCON602A (EDN.12/17) - Quality Assurance (With Deliverable Quality Plan)

DEFCON606 (EDN.06/14) - Change and Configuration Control Procedure

DEFCON608 (EDN.10/14) - Access And Facilities To Be Provided By The Contractor

DEFCON624 (EDN.11/13) - Use Of Asbestos

DEFCON627 (EDN.12/10) - Quality Assurance - Requirement For A Certificate Of Conformity

DEFCON637 (EDN.05/17) - Defect Investigation And Liability

DEFCON644 (EDN.07/18) - Marking Of Articles

3.1. Ordering Process – Munitions (SOR Items 1, 2, 3, 5, 6, 7, 8, 9 & 10)

- a. Without limitation to DEFCON630 (EDN.02/18), the Authority will exercise reasonable endeavors to place Munitions Orders on an annual basis in accordance with this Clause 3.1.

Minimum Order Quantities

- b. The Authority will exercise reasonable endeavours to comply with the Minimum Order Quantities stated at Annex A. The Contractor shall not be obligated to accept Munitions Orders where the Authority's quantities are less than the Minimum Order Quantities.

Request for Proposal

- c. The Authority will exercise reasonable endeavors to issue a Request for Proposal in the format stipulated at Part A to Annex H from the Contractor:
 - i. Within 30 calendar days of Contract award in relation to SOR Item 1; and thereafter in relation to SOR Items 2, 3, 5, 6, 7, 8, 9 & 10 every April of each year for the duration of the Contract stating the exact quantities and mix of products required.

Contractor's Proposal

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- d. The Contractor shall within a period of 30 business days provide a Proposal in the format stipulated at Part B to Annex H that:
 - i. States the value of the order excluding delivery in accordance with the pricing terms of the Contract;
 - ii. States a Firm Price for delivery to the delivery location(s) stipulated in Part A to Annex H (inclusive of all tax and duties payable);
 - iii. States the firm Delivery Dates to the location(s) stipulated in Part A to Annex H;
 - iv. States the Contractor's requirements for packaging to be issued as GFA in accordance with clause 6;
 - v. States the expiry date of the Contractor's Proposal allowing for the period stipulated at Clause 3.1(f).
- e. The Contractor shall exercise all reasonable endeavors to offer delivery dates in their Proposal that are within the Delivery Completion timescales at Annex A.
- f. The Contractor's Proposal shall be valid for 60 calendar days from the date of the Contractor's proposal.

Approval to Proceed

- g. The Authority will, at its sole discretion, during the validity period stipulated by the Contractor at Annex H Part B, issue a signed Annex H Part C (Approval to Proceed) to the Contractor's Representative stated in DEFFORM 111.
- h. The Contractor shall be deemed to have accepted Annex H Part C unless rejected by the Contractor in writing within 10 business days of the date of the Approval to Proceed. The Contractor shall not unreasonably reject Munitions Orders.
- i. The Authority shall raise a Purchase Order that corresponds to Annex H in CP&F within 20 business days of the date of Annex H Part C (Approval to Proceed).

3.2. Ordering Process – Ad-hoc Tasks (SOR Item 5, 8 & 11)

- a. All ad-hoc tasking shall be tasked by the Authority using the Tasking Authorisation Form (TAF) at Annex D.
- b. The following procedure shall be followed for authorising ad-hoc tasks
 - i. The Authority will initiate task(s) by completion of Part 1 of Annex D.
 - ii. On receipt of a completed Part 1 Annex D, the Contractor shall complete Part 2 using the agreed rates at Appendix 1 (Labour rates) to Annex D and return the TAF to the Authority's points of contact (specified at Box 1 and 2 of the DEFFORM 111). The Contractor shall only proceed with the task after receiving Annex D from the Authority with Part 3 completed.
 - iii. Upon completion of a task, the Contractor shall complete Part 4 of Annex D and submit it to the Authority's Project Manager (Box 2 of the DEFFORM 111) and the Authority's Commercial Officer (Box 1 of the DEFFORM 111).
 - iv. At each quarterly progress meeting, the Authority will review with the Contractor all successfully completed Ad-Hoc Tasks for the preceding quarter and those Ad-Hoc Tasks that are in progress.

3.3. Commercial Risk

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The Contractor acknowledges that any risk assessment which has been, or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- i. Particular risks and their impact; or
- ii. Risk reduction measures, contingency plans and remedial actions,

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process remain the risks of the Contractor.

3.4. Independent Safety Auditors, Advisors, and Assessors

The Contractor shall provide access to records, including Sub-Contractor records, for Contract purposes; to enable the MOD appointed independent safety auditor to carry out safety audits and other assessment activities to meet MOD safety requirements.

3.5. Counterfeit Goods

The Contractor shall ensure that counterfeit goods are not supplied in the Contract. In the event that the Contractor detects any such counterfeit goods he shall immediately quarantine the Article(s) and inform the Authority in writing. The Contractor shall then await further instructions from the Authority.

3.6. Retention of Quality Control / Inspection Records

a. Unless otherwise directed in the Contract, the Contractor shall retain as per DEFCON 609 the quality control/inspection records or such of those records as may be agreed by the QAR for a period of four years from completion of all Contract work and shall make them accessible to the Authority on request. At the end of this retention period, the Contractor shall seek advice from the QAR regarding the disposal/continued retention of the Quality Control/Inspection Records, and the Contractor shall not dispose of such records without the written authority of the QAR.

b. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the SQAR.

3.7. US-UK Defense Trade Cooperation Treaty

a. Should the Contractor intend to supply Articles of US origin the export of which from the USA are subject to control under the US International Traffic in Arms Regulations (ITAR), the Contractor shall in furtherance of its compliance with DEFCON 528 inform the Authority so that the Authority can make a decision whether the export can or cannot be made under the auspices of the US-UK Defence Trade Co-operation Treaty. The Authority shall then convey its decision to the Contractor. If the Authority decides that use of the Treaty for the export is permissible, it is nevertheless the responsibility of the Contractor to make a final decision whether it wishes to avail itself of that route for the export concerned.

b. Where any of the Articles are subject to ITAR control on delivery to the Authority under the Contract and the Contractor or one of its suppliers subsequently wishes to convert that control to that available under the Treaty instead either during the Contract term or at any time thereafter, the Contractor or its supplier as the case may be shall not do so without first obtaining the prior written consent of the Authority.

4 PRICE

DEFCON513 (Edn 11/16) - Value Added Tax
DEFCON619A (Edn.09/97) - Customs Duty Drawback
DEFCON800 (Edn.12/14) - Qualifying Defence Contract
DEFCON801 (Edn.12/14) - Amendments to Qualifying Defence Contracts –

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Consolidated Versions

DEFCON802 (Edn.12/14) - QDC: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts

DEFCON803 (Edn. 12/14) - QDC: Disapplication of Protection Against Excessive Profits and Losses (PEPL)

DEFCON804 (Edn.03/15) - QDC: Confidentiality of Single Source Contract Regulations Information

4.1 Pricing of Munitions (SOR Items 1 and 2)

a. The Prices stated for in SOR Item 1 and 2 are Firm Prices for 2 years, not subject to variation or escalation and shall be:

i. inclusive of all appropriate taxes (excluding UK VAT), royalties, licence fees and the cost of complying with all Contract Conditions; and

ii. inclusive of all costs associated with importing any equipment/data into the UK from overseas.

4.2 Pricing of Ad-hoc Tasks (SOR Item 5, 8 & 11)

a. All Ad-hoc tasks will be placed on an agreed Firm Price basis, not subject to variation or escalation and shall be:

i. inclusive of all appropriate taxes (excluding UK VAT), royalties, licence fees and the cost of complying with all Contract Conditions; and

ii. inclusive of all costs associated with importing any equipment/data into the UK from overseas.

b. The Contract profit rate for ad-hoc tasking has been agreed by the parties for 1st April 2020 to 31st March 2021 as set out in the Contract Pricing Statement. The parties shall agree the Contract Profit Rate to be applied to ad-hoc tasking raised in future years (1st April to 31st March) in accordance with the provisions of the Single Source Contract Regulations.

c. The Contractor shall submit their proposed profit rate for this purpose no later than 5 business days following the Secretary of States publication of the baseline profit rate as per the Secretary of States obligation under Section 19(4) of the Defence Reform Act. The Contract profit rate will be mutually agreed between the parties no later than 31st March of the preceding year (1st April to 31st March) that it will apply.

4.3 Variation of Price (SoR Items 4, 6, 7, 9 & 10)

a. The Prices stated in the Schedule of Requirements for Items 4,6,7,9 & 10 are FIXED at April 2022 Price levels. The Prices do not include provision beyond this date for increases or decreases in the market Price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

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4.4 Provisional Pricing

a. The prices for munitions pertaining to Munition Order Forms for Strat Comm , references MOF17 onwards, shall be agreed on this exceptional basis to be priced provisionally pending publication of the appropriate index data by the Office of National Statistics.

b. Due to the extended lead times and production pressures for the munitions, it is agreed that these MOFs listed at sub-clause a. can be placed outside of the indicative order pattern specified at Clause 3.1. The parties agree that the MOFs identified in sub-clause a. shall be priced on the basis of the pricing applicable at the date of delivery (in this case, MOD FY 25/26) and shall use the index data for MOD FY 22/23 as the basis for the Variation of Price calculation.

c. Provisional Munition pricing shall be agreed for MOFs listed at sub-clause a in accordance with the price recorded for each individual item at Annex A (Munitions List) to the Contract for the period FY23/24.

d. The Provisional Munition prices for each MOF at sub-clause a. shall be reviewed to produce a firm munition price for the orders by 30th April 2025 or upon publication by the ONS of the G6T3 index data for the complete FY 25/26 data, whichever is the earliest. This calculation shall be completed in accordance with clause 4.3a. Amendments to the Munition Orders shall be conducted in accordance with DEFCON 503 (Formal Amendments to Contract).

5. INTELLECTUAL PROPERTY RIGHTS

The following IPR DEFCONs shall apply to all SOR Items:

DEFCON 16 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 21 (Edn. 10/04) - Retention of Records

DEFCON 90 (Edn. 11/06) - Copyright

DEFCON 632 (Edn. 08/12) - Third Party Intellectual Property - Rights and Restrictions

Note: See DEFFORM 315 at Annex F.

The following IPR DEFCONs shall additionally apply to SOR Item 5 and option Item 8:

DEFCON 14 (Edn. 11/05) – Inventions and Designs Crown Rights And Ownership of Patents and Registered Designs

DEFCON 15 (Edn. 02/98) - Design Rights and Rights to Use Design Information

Note: No task is authorised unless an appropriate DEFFORM 315 is in place.

5.1. Procedure for Making Direct Agreements with Sub-Contractors

a. The Contractor shall not place any Sub-Contract or order involving the design or development of equipment required under this Contract without the prior approval of the Authority.

b. The Contractor shall not enter into any commitment in relation to the equipment's specified at DEFFORM 177, as may be amended from time-to-time, until the Sub-Contractor has entered into an agreement with the Authority in the form set out at Annex G. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this clause he shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Sub-Contract or order.

6. LOANS

DEFCON23 (Edn.08/09) - Special Jigs, Tooling and Test Equipment

DEFCON76 (Edn.12/06) - Contractor's Personnel at Government Establishments

DEFCON611 (Edn.07/10) - Issued Property

DEFCON694 (Edn.02/12) - Accounting For Property of the Authority

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6.1. Government Furnished Assets

- a. Any Government Furnished Equipment, Services, Facilities and Information (together referred to as Government Furnished Assets (GFA) supplied or to be supplied by the Authority to the Contractor under this Contract shall be recorded at Annex E to the Contract. Where GFA is made available to the Contractor by the Authority at Government Establishments the GFA shall be subject to the terms of DEFCON 76. Where GFA is issued to the Contractor and is not retained at Government Establishment, the requirements of DEFCON 611 shall apply.
- b. The GFA detailed at Annex E to the Contract shall be made available to the Contractor under the terms of DEF STAN 05-99 Issue 4 as Contract Support Items for the purposes of the Contract only and shall be returned to the Authority on completion of the Contract.
- c. The GFA List at Annex E to the Contract represents the identified GFA items as agreed between the Authority and Contractor at Contract signature. If the Contractor wishes the Authority to provide any further GFA which is not referred to in Annex E, he must give the Authority reasonable notice as is practicable in the circumstances and give details of his requirement. New requirements for GFA shall be subject to negotiation with the Authority. The Authority will endeavour to meet such requirements but there will be no obligation to do so. The GFA list will subsequently be revised to reflect the change via the Contract Amendment procedure.
- d. If the requirement can be satisfied from within the Authority's existing resources, the appropriate terms shall be negotiated. The Contractor shall not request items of equipment on loan from Government sources, except for those listed in Annex E, without first obtaining the written agreement of the Authority to do so.
- e. The Authority shall have no liability to the Contractor if, when the equipment or Services are made available or offered to be made available on the agreed date the Contractor fails to make use of them. In such circumstances the liability of the Authority shall cease with effect from the time the facility is made available or offered on the agreed dates.
- f. The Contractor shall observe the instructions of the Authority regarding any Government owned equipment issued to him for the purpose of the Contract and shall be responsible for the safe custody of issued GFA throughout the duration of the Contract. The Contractor shall observe any accounting instructions issued by the Authority (clause 12 of DEFCON 611 refers).
- g. The Contractor shall not modify any GFA without the agreement of the Authority except for those items so identified in Annex E hereto. If he has any doubt about the suitability of any item, or has proposals for design changes, he shall advise the Authority accordingly at the earliest opportunity, preferably at the time of the agreement of the Specification for the main item of materiel. The Contractor shall ensure that the design of the installation using Government Furnished Assets is in accordance with the specific requirements of such equipment.
- h. The Contractor shall take all steps that are necessary to ensure that it has brought to the notice of all Sub-Contractors and any other persons dealing with any GFA that the Authority or the supplying agency is the owner of the equipment. The Contractor shall notify the Authority immediately of any attempts by a third party to secure a lien or rights of a similar kind on any GFA. At the same time he shall notify the third party that the Authority or the supplying agency is the owner of the GFA. This shall not relieve the Contractor of his obligations under DEFCON 611.
- i. The Contractor shall provide reasonable access to all GFA issued under the Contract for the Authority to inspect and undertake necessary servicing/maintenance work. The Contractor shall ensure a similar provision is included in any Sub-Contract under which GFA is issued.

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j. As and when the Contractor no longer has a requirement under the Contract to hold GFA or otherwise on completion of all work under the Contract he shall seek disposal instructions from the Authority's Commercial Officer and confirm when the GFA has been returned / disposed of.

k. The Authority reserves the right to withhold final payment under the Contract until the Contractor has returned all GFA, under the obligations of clause 8 of DEFCON 611, issued to him for the purpose of the Contract.

7. DELIVERY

DEFCON5J (Edn.18/11/16) - Unique Identifiers

Where used in conjunction with Contracts for Services, Clause 2 of the DEFCON shall not apply.

DEFCON113 (Edn.02/17) - Diversion Orders

DEFCON129J (Edn.18/11/16) - The Use Of The Electronic Business Delivery Form

DEFCON 130 (Edn. 04/18) - Packaging for Explosives

DEFCON514 (Edn.08/15) - Material Breach

DEFCON524 (Edn.10/98) - Rejection

DEFCON525 (Edn.10/98) - Acceptance

DEFCON612 (Edn.10/98) - Loss of or Damage to the Articles

DEFCON 621B (Edn. 10/04) - Transport (if Contractor is responsible for Transport)

a. Upon completion of the Contracted deliverables, the Contractor shall inform the Authority and issue the required documentation as per Annex B – the Statement of Work. The Contractor shall raise a Munitions Transport Proforma (MTP) and issue this to chosen transport company for collection

7.1. Acceptance

a. In addition to DEFCON 525, the Contractor should also provide a certificate of conformity and ammunition data card that confirms the Contractor has delivered the munitions to the standards and specifications agreed in the Contract and has provided a Technical Data Pack that is consistent with and supports the munitions delivered.

b. The Authority in good faith places reliance on the Contractor's certificate of conformity. The Authority reserves the right to proof munitions supplied under the framework and undertakes to conduct this activity within a reasonable time in accordance with DEFCON 525.

7.2. Document Deliverables

a. For the purposes of DEFCON525 - Acceptance and DEFCON524 - Rejection, document deliverables shall be accepted once the Authority has reviewed the document and the Authority is satisfied that the deliverable meets the requisite quality. The Authority shall review the document and provide any comments to the Contractor within one month of receipt of the document. The Contractor shall then incorporate those comments within a revised document, at no additional cost to the Authority, (subject to any further agreement that may be required) which shall be issued to the Authority within ten business days of receiving the Authority's comments. If the Authority does not provide comments within one month following receipt of the original document this shall constitute acceptance of that document by the Authority.

b. Following receipt of the revised document the Authority shall notify the Contractor of any errors or omissions within twenty business days. The Contractor shall correct these errors and/or omissions and submit the corrected document, at no additional cost to the Authority, to the Authority within five business days. If no errors or omissions are identified acceptance shall be deemed to have taken place once the ten business days have elapsed.

c. Document deliverables that address or arise from Safety or Security requirements are not subject to an automatic acceptance. The Contractor shall give the Authority notice of delivery of at least twenty business days prior to the submission of such deliverable documents.

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d. The parties shall adopt the following receipting process for document deliverables. If the party issuing the document or providing comments does not receive confirmation of the receipt of such document or comments from the other party within two business days of having issued such document or comments, the issuing party shall be responsible for contacting the other Party to establish the whereabouts of such documents or comments.

7.3. Product Recalls

- a. Should any munitions delivered under SOR Items 1, 2, 3, 4, 6, 7, 9 & 10 be recalled by the Contractor, he shall notify the Authority immediately to inform the Authority of:
- i. which Articles are being recalled;
 - ii. why the Article is being recalled;
 - iii. the Contractor's rectification plan for the replacement of the Article.
- b. Should the Contractor recall an Article it shall be the Contractor's responsibility to replace the Article at no cost to the Authority within a timeframe agreed with the Authority.
- c. Any Articles that are withdrawn due to a recall message shall be rejected Articles and the terms of DEFCON 524 shall apply.

8 PAYMENTS/RECEIPTS

DEFCON522 (Edn.11/17) - Payment and Recovery of Sums Due
DEFCON 649 (Edn. 12/16) - Vesting
DEFCON 670 (Edn. 02/17) - Tax Compliance

8.1 Payment

- a. Payment for all orders, including taskings, shall be made by electronic transfer and upon receipt of deliverables via the Contracting, Purchasing and Finance (CP&F), electronic procurement tool.
- b. The Contractor shall submit invoices via CP&F for completed orders, with accompanying documentation as requested by the Authority.
- c. Payment for all Tasking under the Contract shall be upon completion of the task and upon submission of Part 4 of the Tasking Approval Form to the Authority.
- d. 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 Contractors obligations nor as a waiver of its rights and remedies under this Contract.

8.2. Prompt Payment of Sub-Contractors

The Contractor shall ensure that all Sub-Contractors are paid within the timescales defined in their Sub-Contracts. The Contractor shall not unreasonably withhold money from Sub-Contractors where the activity has been completed.

9 CONTRACT ADMINISTRATION

DEFCON604 (Edn.06/14) - Progress Reports
DEFCON609 (Edn.08/18) - Contractor's Records
DEFCON642 (Edn.06/14) - Progress Meetings
DEFCON 647 (Edn. 09/13) - Financial Management Information

9.1. Meetings

In order to monitor performance under the Contract, the Authority and the Contractor shall hold a series of meetings throughout the period of the Contract in accordance with the Statement of Work at Annex B to the Contract.

9.2. Reports

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In addition to DEFCON 604, all other reports required for this Contract are identified within the Statement of Work at Annex B to the Contract. The Contractor shall deliver the reports to the Authority in line with the dates identified in Annex to the Contract, and to the acceptance of the Authority. If the Authority requires any report to be amended, the Contractor shall incorporate the comments and resubmit the report to the Authority within five business days of request for the Authority's approval.

10. Performance Management & Performance Remedy

- a. The Contractor's performance shall be monitored and presented quarterly in the format described in the Performance Report Template set out at Annex C. This shall measure the Contractor's actual and forecast performance against the delivery schedule agreed pursuant to munitions orders placed under Clause 3.1. The Contractor's performance shall be colour coded as follows:

Blue = Forecast to Deliver on time

Green = Forecast to Deliver within 30 days of the agreed Delivery Date

Lime = Forecast to Deliver between 31 and 60 days of the agreed Delivery Date

Yellow = Forecast to Deliver between 61 and 90 days of the agreed Delivery Date

Amber = Forecast to Deliver between 91 and 120 days of the agreed Delivery Date

Pink = Forecast to Deliver between 121 and 150 days 4 and 5 months of the agreed Delivery Date

Red = Forecast to Deliver after 150 days of the agreed Delivery Date

- b. The Contractor shall deliver all completed Performance Reports to the Authority 10 business days prior to the Quarterly Performance Meetings referred to at Annex B (Statement of Work). The quarterly Performance Report shall be used for management information purposes to enable the Authority to understand and manage risk in respect of its munitions stockpile.
- c. Without limitation to any other rights of remedy available to the Authority under the Contract, on completion of Munitions Orders the Contractor shall within 10 business days perform a reconciliation to compare the actual delivery date achieved against the Delivery Date agreed in the munitions order agreed pursuant to clause 3.1. Dependent on the Contractor's performance (determined at the point of said reconciliation), at the Authority's discretion, the Contractor shall either:
- j. credit the Authority with a sum equivalent to the relevant value at Clause 10(d); or
 - i. abate a sum equivalent to the relevant values at Clause 10(d) on any future munitions order placed pursuant to Clause 3.1.
- d. The settlement pursuant to Clause 10(c) shall be agreed in writing within 30 business days of the reconciliation.

Actual Delivery Date Achieved	Value of the Munitions Order to be credited/abated
Delivery achieved on time	0%
Delivery achieved within 30 days of the agreed Delivery Date	1%
Delivery achieved between 31 and 60 days of the agreed Delivery Date	2%
Delivery achieved between 61 and 90 days of the agreed Delivery Date	3%
Delivery achieved between 91 and 120 days of the agreed Delivery Date	4%
Delivery achieved between 121 and 150 days of the agreed Delivery Date	5%
Delivery achieved after 150 days of the agreed Delivery Date	8%

APPENDIX – ADDRESSES AND OTHER INFORMATION

1. Commercial Officer:

REDACTED

8. Public Accounting Authority:

- Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available):

REDACTED

9. Consignment Instructions:

The items are to be consigned as follows:

See Annex A

3. Packaging Design Authority:

Organisation and point of contact:

(Where no address is shown please contact the Project Team in Box 2)

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

4. (a) Supply/Support Management Branch or Order Manager Branch/Name:

REDACTED

11. The Invoice Paying Authority:

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website

is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

5. Drawings/Specifications are available from:

See Box 2

6. Intentionally Left Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-OpsFormsandPubs@mod.uk

NOTES

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MoD internet site requests should be submitted through the Commercial Officer named in Section 1.

MUNITIONS LIST

Item numbers herein are specific to the Contractor’s product references.

All Prices stated herein are prices per Unit excluding delivery.

Firm dates for completion are to be agreed for each munitions order placed pursuant to Clause 3.1.

For the avoidance of doubt, the Minimum Quantities stated herein are without limitation to DEFCON 630 (Edn.02/18) – Framework Agreements.

The Firm Prices stated herein are also to be construed as the Fixed Prices for SOR Items 5, 6, 7 and 8.

	Product Description:	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
ADAC 12615-01	CARTRIDGE SIGNAL 40MM NO1 MK2 BUOYANT SMOKE ORANGE						
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

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ADAC 12808-01	Product Description: SIGNAL KIT PYROTECHNIC PISTOL 16mm WHITE L89A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 12809-01	Product Description: SIGNAL KIT PYROTECHNIC PISTOL 16mm Green L90A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						

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	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 12810-01	Product Description:	Firm Price					
	Signal Kit Pyrotechnic Pistol 16mm Red L91A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 12811-01	Product Description:	Firm Price					
	SIGNAL KIT PYROTECHNIC PISTOL 16mm RED L92A1 WATERPROOF	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					

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	Ammunition Marking Drawing	REDACTED
	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

	Product Description: FLARE TRIPWIRE	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
ADAC 13202-02	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	YES					
	PWD Proprietary Item	REDACTED					

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ADAC 14503-01	Product Description: GENERATOR SMOKE L4A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 16517-04	Product Description: GRENADE HAND SMOKE SCREENING TRAINING L132A2	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						

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	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 16585-03	Product Description: GRENADE HAND SIGNAL SMOKE GREEN L152A2	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 16586-03	Product Description: GRENADE HAND SIGNAL SMOKE ORANGE L153A2	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					

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	Top Level Drawings & Build Standard No.	REDACTED
	Ammunition Marking Drawing	REDACTED
	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

ADAC 16587-03	Product Description:	Firm Price					
	GRENADE HAND SIGNAL SMOKE RED L154A2	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
Subject to ITAR	NO						
	PWD Proprietary Item	REDACTED					

ADAC	Product Description:	Firm Price
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16589-03	GRENADE HAND SIGNAL SMOKE YELLOW L156A2	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
PWD Proprietary Item	REDACTED						

ADAC 16590-03	Product Description: GRENADE HAND SIGNAL SMOKE PURPLE L157A2	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
		£		£		£	
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
Subject to ITAR	NO						

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PWD Proprietary Item	REDACTED					
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ADAC 16591-03	Product Description: GRENADE HAND SIGNAL SMOKE TURQUOISE L158A2	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 22652-02	Product Description: GENERATOR SMOKE 120/W6 MK3	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					

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	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

ADAC 41530-04	Product Description:	Firm Price					
	SIGNAL SMOKE PARACHUTIST WHITE - L19A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 41540-06	Product Description:	Firm Price					
	SIGNAL SMOKE PARACHUTIST RED - L18A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

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	Ex-works	Yes
	Top Level Drawings & Build Standard No.	REDACTED
	Ammunition Marking Drawing	REDACTED
	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

	Product Description: GRENADE HAND SMOKE ARCTIC ORANGE L144A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	YES					
	PWD Proprietary Item	REDACTED					

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ADAC 41660-01	Product Description: GRENADE HAND SMOKE ARCTIC PURPLE L145A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	YES					
	PWD Proprietary Item	REDACTED					

ADAC 41670-01	Product Description: GRENADE HAND SMOKE ARCTIC TURQUOISE L146A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						

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	Subject to ITAR	YES			
	PWD Proprietary Item	REDACTED			

ADAC 42201-06	Product Description:	Firm Price					
	SIGNAL DISTRESS DAY AND NIGHT L1A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 45801-01	Product Description:	Firm Price					
	ACTUATING CHARGE L1A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					

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	Top Level Drawings & Build Standard No.	
	Ammunition Marking Drawing	REDACTED
	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

ADAC 45901-02	Product Description:	Firm Price					
	SIMULATOR PROJECTILE AIRBURST LIQUID L1A2	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.						
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

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	Product Description: EXPLODING CHARGE L4A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
ADAC 45911-01	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

	Product Description: SIMULATOR SMALL ARMS FIRE L30A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
ADAC 48402-01	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						

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	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 48408- 01	Product Description: SIMULATOR EXPLOSION L31A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 48409- 01	Product Description: SIMULATOR SMALL ARMS STRIKE L32A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					

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	Ammunition Marking Drawing	REDACTED			
	Items per box				
	Packaging to be provided as GFA				
	Subject to ITAR	NO			
	PWD Proprietary Item	REDACTED			

ADAC 48410- 01	Product Description:	Firm Price					
	SIMULATOR SMALL ARMS RICOCHET L33A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 51666- 01	Product Description:	Firm Price					
	DESTRUCTOR INCENDIARY EOD L5A1	01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

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	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 51754- 01	Product Description: SOUND UNIT EOD ELECTRIC L3A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
	Minimum Order Quantity (40 BOX)	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

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ADAC 51755-01	Product Description: SOUND UNIT EOD ELECTRIC L4A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
		£		£		£	
	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.						
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

ADAC 51756-01	Product Description: SOUND UNIT EOD ELECTRIC L5A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
		£		£		£	
	Minimum Order Quantity (40 BOX)	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.						
	Ammunition Marking Drawing	REDACTED					

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	Items per box	
	Packaging to be provided as GFA	
	Subject to ITAR	NO
	PWD Proprietary Item	REDACTED

	Product Description: CARTRIDGE FLASH BANG SMOKE SIMULATOR L1A1	Firm Price					
		01/04/23 to 31/03/2024		01/04/2024 to 31/03/2025		01/04/2025 to 31/03/2026	
			£		£		£
ADAC 15101-01	Minimum Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Most Economical Order Quantity	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
	Ex-works	Yes					
	Top Level Drawings & Build Standard No.	REDACTED					
	Ammunition Marking Drawing	REDACTED					
	Items per box						
	Packaging to be provided as GFA						
	Subject to ITAR	NO					
	PWD Proprietary Item	REDACTED					

Contract Profit Rate

Applicable to all items in Annex A at Contract Award

CPR Step	Description	Adjustment	Notes
1	Baseline Profit Rate (BPR)	REDACTED	Official Published Rate for contracts placed in the period April 2018 to March 2019.
2	Cost Risk Adjustment	REDACTED	
3	Profit on Cost Once (POCO)	REDACTED	
4	SSRO Funding Adjustment	REDACTED	Official Published Adjustment for contracts placed in the period April 2018 to March 2019.
5	Incentive Adjustment	REDACTED	The Authority does not consider Step 5 applicable.
6	Capital Servicing Adjustment (CSA)	REDACTED	Official Published Adjustment for contracts placed in the period April 2018 to March 2019.
	Contract Profit Rate (%)	REDACTED	= (Sum of Steps 1 to 6 above)

STATEMENT OF WORK

Background

DGM supplies general munitions to all four commands including small arms, medium and large calibre munitions, explosives, mortars, grenades, pyrotechnics and countermeasures. DGM is responsible for ensuring munitions are available, sustainable, safe and reliable for operational and training purposes.

This framework aims to provide DGM with:

- Security of supply for the delivery of assured munitions at Annex A for the contract duration;
- A standard set of terms and conditions under which future orders of said munitions are to be provided;
- A more efficient route to contract for repeat procurement of munitions; and
- A more focused and coherent approach to contract management

Scope

This framework is the Authority default source of supply for articles set out at Annex A.

This framework contains an ad-hoc tasking mechanism for the provision of technical services outside Annex A and this statement of work as may be required over the contract duration from time to time.

Core Obligation

The Contractor shall fulfil:

- Munitions orders as notified to the Contractor by the Authority for items in Annex A;
- The statement of work as set out herein; and
- Ad-hoc tasks as notified by the by the Authority (where these tasks are agreed with the Contractor); and

In each case in accordance with the terms and conditions of the Contract.

Project & Contract Management

The Contractor shall provide Project and Contract management support for the period of the Contract to meet the requirements and obligations of the Contract.

Risk Management

The Contractor shall manage all risks associated with the fulfilment of munitions orders and ad-hoc tasks and shall produce and maintain a contract risk register. The Contractor shall make available these documents to the Authority within 10 business days of receipt of notice from the Authority's Representative.

Receipt and Management of Munitions Orders

The Contractor shall receive munitions orders and ad-hoc tasks through the Authorities CP&F System. The Contractor shall not execute any munitions orders or ad-hoc tasks unless they have been registered in the CP&F System unless otherwise agreed in writing by the Authority's Commercial Representative.

The Contractor shall confirm receipt of all munitions orders and ad-hoc tasks within 5 business days of receipt.

The Contractor shall execute and deliver all orders for munitions in accordance with the terms of the Contract. The Contractor shall deliver munitions orders by the delivery dates stipulated in those munitions orders. These dates shall be determined by the annex agreed at Annex A unless otherwise agreed. For the avoidance of doubt the lead time is the time from receipt of the order to delivery.

Manufacture & Proof Testing

The Contractor shall supply munitions ordered under the Contract and supply the build standards referred to at Annex A. The Contractor shall ensure that the proof testing is conducted by a sufficiently qualified experienced and competent party in accordance with the procedures specified in the agreed proofing methodology.

Unless otherwise specified in the contract, the contractor is responsible for the performance of all proof testing and associated activities including the supply of all necessary equipment and ancillaries, transportation to ranges, reproof etc. The Authority's Project Officer/Contract Quality Assurance Focus (CQAF) reserves the right to perform any proof that it deems necessary to assure that the ammunition conforms with the prescribed requirements. The results of any such proof will be binding.

The Contractor shall provide evidence as required by the Authority, in the form of reports and/or test results carried out to demonstrate to the Authority's satisfaction that the munitions supplied perform to specification. Proof data is to be supplied prior to delivery of each lot of ammunition.

Changes to Build Standard

All changes under the Contract including changes to build standards shall be addressed through the Contract change mechanism.

Deviation from Build Standard

Where the change relates to a deviation in build standard, the Contractor shall provide a justification to the Authority with each application. As a minimum, this shall include the information set out in the contract change mechanism and a completed DEF STAN 05-057 Issue 7 modification proposal form for the Authority's consideration.

Where a change relates to a build standard or packaging the Contractor shall furnish the Authority with revised drawings as part of the submission with the modification proposal form.

Where the deviation relates to a deviation in build standard, the Contractor shall provide a justification to the Authority with each application. As a minimum, this shall include a completed DEF STAN 05-061 Part 1 Annex B for the Authority's consideration. Concession application requirements are listed under DEF STAN 05-061 Part 1 Annex A. Design Authority concurrence for each application is required and is the responsibility of the Contractor.

Minor deviation activities shall be allowed in accordance with DEF STAN 05-061 Part 1 but must still be agreed by the Authority as 'minor' in writing.

The Authority retains the right to decide as to if a change is regarded as minor or major. Any irregularity or defect, even if not covered by the contract build standard, which is detected and could adversely affect proper functioning, handling, safety or storage of the stores being supplied shall be grounds for the rejection of the lot or lots in question. Noting the ammunition will not be full inspected upon delivery for the time the ammunition is within its certificate of design, the Authority can invoke rejection.

Marking of Ammunition & Associated Packaging

The Contractor shall provide AMDs for the munitions and their packaging in accordance with DEF STAN 00-810 Parts 1, 13, and 20.

The Contractor shall comply with all the requirements of the following DEFSTANs:

DEF STAN 00-810	Marking of Ammunition & Associated Packages – General Part 1 Issue 2
DEF STAN 00-810	Marking of Ammunition and Associated Packages (below 20mm) Part 13 Issue 1
DEF STAN 00-810	Marking of Ammunition and Associated Packages Part 20 Issue 1

Packaging

The Contractor shall package munitions in accordance with the terms & conditions and Annex A of the Contract and in accordance with the following:

DEF STAN 00-088	Packaging for Ammunition and Explosives Issue 3
STANAG 2828	Military Pallets, Packages and Containers

Palletisation

Items are to be palletised on a standard NATO pallet in accordance with DEF STAN 00-814, unit loads of ammunition for military use Issue 3.

Transportation

The Contractor shall transport munitions to the delivery locations sets out at Annex A. Any diversions shall be managed in accordance with the terms and conditions of contract.

The Contractor shall transport munitions in accordance with the terms & conditions of the Contract and comply with all relevant statute and industry good practice.

Safety & Environmental Management

The Contractor shall comply with the following DEF STAN's:

DEF STAN 00-035	Environmental Handbook for Defence Materiel Part 1-5 Issues 5
DEF STAN 00-056	Safety Management Requirements for Defence Systems Part 1 & 2 Issue 7 & 5
DEF STAN 05-135	Avoidance of counterfeit material Issue 1

The Contractor shall:

- Provide support to allow the Authority or it's representative(s) to produce a safety and environmental case report and its Annexes as detailed in the Authority's DGM safety and environmental management plan.
- Maintain a product safety management plan which demonstrates how the Contractor intends to maintain the intrinsic safety of the munition.
- Provide support to allow progression of the project safety & environmental activities, including safety and environmental panel meetings held once every two years or when an emerging issue arises due to the intrinsic safety of the ammunition which requires immediate review.
- Provide the appropriate technical information for the Defence munitions publication to be produced in accordance with DEF STAN 13-99.

Control of Dangerous Articles and Substances

The Contractor shall provide information about any dangerous article or substance to be supplied, immediately upon acceptance of the contract and not less than one month prior to the delivery date, under the terms of DEFCON 68.

The Contractor shall also comply with DEF STAN 13-129 - Requirements for Explosive Hazard Data Sheets for MOD Use Issue 1. This includes Explosive Hazard Data Sheets (EHDS) in accordance with DEF STAN 13-129 Annex A where explosive articles are present.

The Contractor shall provide this information electronically in either Adobe PDF or MS Word Format. Hard copies shall be provided to:

Hazardous Stores Information Systems (HSIS)
 Supply Chain Management (SCM)
 Defence Movements and Transport Policy (DMTPD)
 Defence Dangerous Goods & Hazardous Stores Groups (DDGHSG)
 HQ DE&S
 NH3 Cedar 2b #3246
 Bristol BS34 8JH.

Qualification of Products in Annex A

The framework allows for the repeat procurement of munitions previously assured and provided under preceding contractual arrangements.

Throughout the term of this Contract, the Contractor shall continue to ensure the munitions supplied under this Contract and as specified in Annex A meet the requirements for safety and suitability for service.

Accordingly, the Contractor shall maintain compliance with the requirements set out in the following reference documents:

DEF STAN 05-101	Proof of Ordnance, Munitions, Armour and Explosives Parts 1-3 Issues 1
STANAG 4170	Principles and Methodology for the Qualification of Explosive Materials for Military Use Edition 2
STANAG 4297	Guidance on the Assessment of the Safety and Suitability for Service (S3) of Non-Nuclear Munitions for NATO Armed Forces Edition 2
AQAP 2110	NATO Quality Assurance Requirements for Design, Development and Production

To demonstrate continued adherence to these standards, the Contractor shall provide the following documents at the corresponding frequency:

Document	Frequency
Proof documentation	Prior to each lot delivery
Ammunition technical data pack	Annually or at any change to build standard
Safety data sheets	Annually or at any change to build standard

The Contractor shall notify the Authority of any factor, incident or change in operations that influences their ability to maintain adherence to these standards. This notification shall include the Contractor's plans for restoring compliance with these standards for agreement with the Authority.

Quality Management

The Contractor shall be responsible for all aspects of quality management to ensure munitions supplied under the Contract accord with the agreed build standard(s) at Annex A and proof methodology.

The Contractor shall meet the requirements of ISO 9001:2015 and AQAP 2110 to ensure there is an auditable quality assurance regime in place for this contract. In accordance with the requirements of ISO 9001:2015 and AQAP 2110 the Contractor shall establish and maintain an internal quality plan for the design production and supply of ammunition under the contract. This plan shall be provided to the Authority's quality assurance representative within 10 business days of request.

The Contractor shall ensure there is a CQAF for the Contract who shall be responsible for addressing all quality matters under the Contract.

The CQAF shall provide all necessary information and support all necessary meetings, visits and inspections deemed necessary by the Government Quality Assurance Representative (GQAR) to provide Quality Assurance to the satisfaction of the Authority.

The Contractor shall meet the requirements defined in the following Standards:

Document	Title
DEF STAN 05-061	Quality Assurance Procedural Requirements Concessions Part 1 Issue 6
DEF STAN 13-096	Lotting and Batching of Ammunition Part 1 Issue 4 General Requirements
AQAP-2110	NATO Quality Assurance Requirements for Design, Development and Production Edition D Version 1
DEF STAN 13-098	Requirements for the Provision of Munitions Technical Data for the ASTRID Base Inventory System Issue 5
DEF STAN 13-099	Requirements for Defence Munitions Publications Issue 5
STANAG 4107	Mutual Acceptance of Government Quality Assurance and Usage if the Allied Quality Assurance Publication Edition 10

Technical Documentation Requirements (Munitions Deliveries)

The Contractor shall supply the Authority with the following documents as required annually or at any change to build standard.

Ammunition technical data pack and configuration information sheets in accordance with DEF STAN 13-098. The Contractor shall provide a technical data pack to enable the Authority to create and maintain a Defence munitions publication in accordance with DEF STAN 13-099.

Safety data sheets are a statutory requirement and are required prior to any deliveries. These should be in accordance with DEFFORM 68 which requires explosives hazard data sheets in accordance with DEF STAN 13-129 for all explosive components of the munitions.

Technical Documentation Requirements (General)

The Contractor shall develop and maintain the following for all munitions in Annex A for the life of the Contract:

- Obsolescence management plan
- Disposal instruction, which will allow the Authority to safely dispose of the ammunition as required post service life.

The Contractor will provide these documents within 10 business days on receipt of notice from the Authority’s Representative.

Configuration Management

The Contractor shall keep all component records relevant to all deliverable items for at least 10 years and make them available, without cost, within a reasonable period to the Authority upon request. Records must not be disposed of without the prior approval of DGM.

DEF STAN 05-057	Configuration Management of Defence Materiel Issue 7
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Obsolescence Management

The Contractor shall manage obsolescence in accordance with the procedures set down in the agreed obsolescence management plan. Where an issue of obsolescence is identified, the Contractor shall notify the Authority as soon as reasonably practicable after the issue has been identified.

The Contractor shall advise the Authority on the cause of the issue and the impact of the relevant issue on:

- Extant delivery schedules and the ability to order over the remaining term of the Contract;
- Performance, reliability and safety;
- Any changes required to be considered to the Contract; and
- Any other matter that the Contractor deems relevant to performance and compliance with obligations under the Contract.

Progress Meetings

The Contractor shall attend quarterly progress meetings over the duration of the Contract as required by the Authority. The agenda for these meetings will be as agreed between the Contractor and the Authority. As a minimum it will routinely include a review of delivery schedules, quality conformance, KPI performance, risks, opportunities, obligations, and change notices.

The Contractor shall provide an agenda and supporting material 10 working days in advance of the meeting. The Contractor shall issue draft minutes from the meetings 10 working days after each meeting. The minutes shall not constitute a formal record until the Authority has approved the minutes. The Authority shall have 10 working days to review and approve the minutes.

The Contractor shall provide a suitably qualified and experienced person with the appropriate security clearance and delegated Authority for all meetings conducted under the Contract.

Ad-hoc Meetings

In addition to the quarterly progress meetings, the Authority may wish to hold ad-hoc meetings to address issues, risks and opportunities arising under the Contract. Where practicable the Authority will provide 10 working days' notice of any such meeting.

Contract Reporting

In addition to the reporting requirements of the Single Source Contracting Regulations, the Contractor shall deliver the following reports in support of the effective administration and management of the Contract.

The Contractor shall provide a quarterly report that highlights progress on the fulfilment of munitions orders placed under the Contract. This shall include but not limited to:

- The agreed delivery date for all munitions orders (the baseline)
- The quantity and value of munitions produced against those order at the time of reporting
- The quantity and value of outstanding munitions to be produced at the time of reporting
- KPI Performance summary
- Opportunities register
- Risk register
- Progress on Ad-Hoc Tasks
- Any risk to the planned delivery dates.

At all times, this information is without limitation to the terms and conditions of the contract.

**AD-HOC TASKING AUTHORISATION FORM (TAF)
AGAINST LINE ITEM 5**

Contract Number	<input type="text"/>	Task Number	<input type="text"/>
Contract Name	<input type="text"/>	Version Number	<input type="text"/>
Brief Description	<input type="text"/>	Issue Date	<input type="text"/>

PART 1 Request for Quotation
(To be completed by the Authority's Project Manager)

Name of Originator	<input type="text"/>
Proposed Task Title	<input type="text"/>
Statement Of Requirements	<input type="text"/>
Quality Assurance / DEFSTANS (specific to Task)	<input type="text"/>
Acceptance Criteria / Task Output / Deliverable	<input type="text"/>
Priority Code (mark with an X)	Urgent <input type="text"/> Routine <input type="text"/>
Task Duration	<input type="text"/>
Please provide your quotation no later than:	<input type="text"/>

Name	<input type="text"/>	Signed	<input type="text"/>
Position	Authority Project Manager	Date	<input type="text"/>

Name	<input type="text"/>	Signed	<input type="text"/>
Position	Commercial Officer	Date	<input type="text"/>

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 2

Proposed Firm Price Based On The Contract Agreed Rates
(to be completed by the Contractor)

Please provide breakdown of proposed costs:

--

Sub-Total

Total Firm Price (EX VAT)

Assumed Start Date

Firm Price offer is valid until

GFE Requirements Specific To Task

Payment Terms

Name Position

Signed Date

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 3

Firm Price Agreement And DGM DT Authorisation

(to be completed by the Authority)

PROJECT MANAGER

I confirm that the time-scale and level of work detailed in Parts 1 and 2 are commensurate with the required outputs of the task.

A completion date of is therefore considered acceptable.

Project Office Approval is hereby given for the Task to Ex VAT
 proceed at a Firm Price of
 Name of Project Manager

Signed Position

Date Email

COMMERCIAL OFFICER

Approval to proceed with the task at the firm Ex VAT is hereby
 price of given

Name Of Commercial Officer

Signed Position

Date Email

UPON COMPLETION OF THIS PART, THE CONTRACTOR IS AUTHORISED TO COMMENCE WORK

PART 4

Notification of Task Completion

(To be completed by the Contractor)

All work on this Task is complete and Certificate of Disposal/Transfer of Ownership Received

I hereby notify the Authority's Project manager that the above Task was completed on

Name Position

Signed Date

Telephone Number

E-mail Address

PART 5

Confirmation of Task Completion

(To be completed by the Authority)

I confirm that all work on the above Task has been completed to the satisfaction of the Project Manager

The completion date for this Task was

Comments on Task report Final cost breakdown incl. any discrepancies:

Your claim for payment in accordance with the terms and conditions of the contract may now be submitted.

Name of Project Manager

Signed

Position

Date

Telephone Number

E-mail Address

LABOUR RATES

The Rates expressed in the table below are Firm, and are Hourly Rates excluding the Contract Profit Rate.

Year	1	2	3	4	5	6	7
Area	2020/21	2021/22	2022/23	2023/24	2024/25	2026/27	2027/28
Project Management	REDACTED						
Chemist and Technical Support (Chemist and Chief Engineer)	REDACTED						
Engineering Work (incl. Design, HSE, Quality and Manufacturing)	REDACTED						
Other	REDACTED						

GOVERNMENT FURNISHED ASSETS

Table 1 Government Furnished Equipment						
NATO Stock or Asset Code Number (if applicable)	Description	Qty	Loan Term (CWI/CSI/CEI,GFI, BOF)	From	To	Notes

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u> DGM/1928	2. <u>CDR Number</u> 001	3. <u>Data Category</u> Manufacture	4. <u>Contract Delivery Date</u> 30 business days prior to delivery of ordered Items
5. <u>Equipment/Equipment Subsystem Description</u> Munitions in accordance with deliverables at Annex A and statement of work at Annex B to the Contract		6. <u>General Description of Data Deliverable</u> Technical data pack and configuration information sheets in accordance with Def Stan 13-098.	
7. <u>Purpose for which data is required</u> Operation of the equipment by or for the Services. Contract monitoring, logistics, assurance and disposal.		8. <u>Intellectual Property Rights</u> a. <u>Applicable DEFCONs</u> DEFCON 16 (Edn. 10/04) – Repair and Maintenance Information DEFCON 21 (Edn 10/04) – Drawings, Specifications and Manufacturing Data b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u> Electronic copy		11. <u>Number of Copies</u> One	

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

THIS AGREEMENT is made the _____ day of _____ 19____

BETWEEN

whose registered office is at

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

WHEREAS:-

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

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

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

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

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

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

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.

ORDER FORM

Part A – Request for Proposal

Munitions Order Reference Number:

Date of Request:

Item No.	Description	Requested Delivery Date	Delivery Location	Quantity Required

Authority authorisation to issue to Contractor

	Signature	Date
Technical/PM		
Commercial		

Part B – Contractor’s Proposal

Munitions Order Reference Number:

Date of Proposal:

Proposal Expiry Date (Not less than 60 calendar days as per Clause 3.1(d)):

Item No.	Description	Quantity Confirmation	Price
	(Add Lines as Required)		
Price Munitions			
Delivery			
Total Price			

**Contractor to attach completed Variation of Price Calculator where appropriate in accordance with Clause 4.3.*

Contractor’s requirement for packaging GFA pursuant to Clause 6:

Description	Quantity	Required by Date

Delivery Schedule:

Part C – Authority’s Approval to Proceed

Munitions Order Reference Number:

Date of Proposal:

Authority Project Manager	
I am content with Part 1 and 2 of this Munitions Order.	
Signed:	Date:
Name:	Position
Authority Finance Officer	
I confirm financial approval is hereby given for this Munitions Order.	
Signed:	Date:
Name:	Position
Authority Commercial Officer	
I am content this Munitions Order is consistent with the scope, terms and conditions of DGM/1908.	
Signed:	Date:
Name:	Position:

The Contractor is now authorised to proceed with the work in accordance with the terms and conditions of the Contract.