

CUSTOMER CONTRACT REQUIREMENTS
Battlefield & Tactical Communications Information Systems
Delivery Team (BATCIS)
CUSTOMER CONTRACT 701550462

1. DEFINITIONS

1.1. For following definitions will apply to this document:

1.1.1. The term "BDUK" shall mean Boeing Defence UK Limited.

1.1.2. The term "Contract" shall mean this Contract.

1.1.3. The term "Customer" shall mean the United Kingdom Ministry of Defence.

1.1.4. The term "Prime Contract" shall mean the contract between the Customer and BDUK.

1.1.5. The term "Sub-contract" shall mean any contract placed by BDUK or any Sub-Contractors under this Contract.

1.1.6. The term "Sub-contractor" shall mean any supplier providing goods and/or services in support of the Prime Contract requirements.

2. MANDATORY CUSTOMER CONDITIONS

2.1. The Contract Articles identified below are additional requirements to any terms and conditions agreed between the parties. They are incorporated from the Customer and apply to the extent indicated.

2.2. Any sub-contracts supporting the Prime Contract are to be approved by the Customer, and if requested to do so the sub-contractor will release to the Customer any of those parts of the Sub-Contract documentation as are necessary to demonstrate compliance with the provisions of the Prime Contract. The Sub-Contractor will notify BDUK should they need to place any sub-contracts to support their individual contract deliverables.

2.3. Sub-Contractors may be required to sign and agree a DEFFORM 177 for Contract deliverables relating to the design and development of articles or software required under this Contract. Such an obligation will be notified by BDUK.

2.4. Customer Property

2.4.1. All Customer property shall remain the property of the Customer. It shall be used in the execution of this Contract and for no other purpose, without the prior approval in writing of the Customer.

2.4.2. Sub-Contractors supporting the Prime Contract, shall not have a lien on Customer property, for any sum due to the Sub-Contractor.

2.4.3. Sub-Contractors may be required to attend or work on Customer establishments. Sub-Contractors responsibilities relating to attending Customer establishments include (but may not be limited to):

2.4.3.1. Make good or pay compensation for all damage;

2.4.3.2. Submit a list of Sub-Contractor personnel that may require access to Customer establishments;

2.4.3.3. Observe all rules and regulations in relation to the Customer establishments;

- 2.4.3.4. Reporting of any accidents or injuries occurring on a Customer establishment;
- 2.4.3.5. Reporting of any health and safety hazards.

2.5. Sub-Contractors will be notified of specific location requirements prior to attendance.

2.6. Packing, Marking, and Shipping

All Contract deliverables are required to be marked in accordance with DEF-STAN 05-132. Certificates of Compliance may be also required. These will be identified by the Customer, and flowed through BDUK.

2.7. Co-operation and Assistance on Termination

Sub-Contractors supporting the Prime Contract may be required to provide such co-operation and assistance as may reasonably be requested by the Customer. Such assistance shall include responding with information and documentation to the Customer's reasonable questions relating to the provision of Sub-Contractor's obligations under this Contract. If requested, Sub-Contractors will provide the assistance required.

2.8. Customer Step-in

The Customer has the right to Step-in under certain circumstances by serving notice. This may require both BDUK and any affected Sub-Contractors to supply Contract deliverables directly to the Customer or a nominated third party.

2.9. Vesting

2.9.1. all materiel that Buyer, Seller, or Sub-Contractor acquires for incorporation into or allocates for incorporation into the Goods, shall vest in and become the absolute property of the Customer, as from the time the construction of the Goods begins or the materiel is acquired specifically for or is allocated for incorporation in any of the Goods and shall from that time be in the possession of Buyer for the sole purpose of completing the Goods and delivering them when completed to the Customer, and shall not be within the control or disposition of Buyer other than for that purpose.

2.9.2. Neither Buyer, Seller, nor a Sub-Contractor, nor any other person shall have a lien on any Goods or materiel which have vested in the Customer under Article 2.9.1. for any sums due to Buyer, Sub-Contractor or other person.

2.9.3. Without prejudice to this Article 2.9., Buyer and Seller shall ensure that from the time when the construction of any Goods begins, or as soon as practicable thereafter, or when any materiel is acquired specifically for or is allocated for incorporation in any of the Goods, they are marked or recorded so that they are readily identifiable as the property of the Customer. Buyer and Seller shall comply with any direction given by the Customer in this respect.

2.10. NOT USED

2.11. Supply Chain Management

2.11.1. Should the Seller be notified that they are a material Sub-Contractor, they may be required to:

2.11.1.1. comply with the provisions at 2.2. above; and

2.11.1.2. include provisions that the Customer's rights, which are otherwise

enforceable under the Contracts (Rights of Third Parties) Act 1999, are not rendered unenforceable.

- 2.11.2. Seller should be aware that Buyer is required to inform the Customer immediately when it becomes aware of any breach by any Sub-Contractor of any of the requirements set out or referred to the Prime Contract, any Prohibited Acts, and if requested to do so by the Customer, may require Buyer to terminate the relevant Sub-Contract.

2.12. Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs

- 2.12.1. This Article 2.12 shall only apply to Software which is a modification to pre-existing Commercial Off The Shelf Software.

Work classified as “OFFICIAL-SENSITIVE” or Higher in the UK Government security classifications

- 2.12.2. Where any invention or design, to which the provisions of this Article 2.12. apply, is made outside the UK and where local laws so require, any application may, notwithstanding the provisions of Article 2.12.2., be made under conditions of secrecy at the local Patent Office of the territory where the invention or the design was made. Where local laws so require, the supply of a copy of the application under Article shall be subject to any necessary approval of the local Patent Office but the application number and date of filing shall be notified to the Authority in all cases.
- 2.12.3. The Contractor shall ensure that it and any Patent Agent or Attorney engaged by it shall treat the invention or design as bearing a Security Classification at least as high as the work to which it relates pending formal determination of its appropriate classification.
- 2.12.4. The preparation and filing of applications to which Articles 2.12.3. to 2.12.5. relates shall be handled by the Contractor’s own Patent Department under the conditions of security applicable under the Contract. If the Contractor does not have its own Patent Department it shall, before initiating the preparation of any application, secure the written agreement of the Authority as to the Patent Agent or Attorney that it proposes to employ for the preparation and filing of such an application.
- 2.12.5. Every application to which Articles 2.12.3. to 2.12.5. relates, whether filed by the Contractor or by a Patent Agent or Attorney engaged by it, shall be filed direct with the Security Section of the UK Patent Office, who shall be notified at the time of filing that the invention or design forming the subject of the application is related to classified Government work. The notification shall also quote the number of this Contract and the name and address of the Authority.

All Contracts

- 2.12.6. The Contractor shall ensure, to the extent it is legally able to do so, that any invention to which this Article 2.12.6. relates and made by an employee of the Contractor in the course of duties as defined in Section 39(1) of the UK Patents Act 1977 and any design to which this Article 2.12.6. relates and made by an employee of the Contractor shall vest in the Contractor.

2.13. Social Value

- 2.13.1. In response to the Public Services (Social Value) Act 2012 (the “Act”) and associated

Procurement Policy Notice 06/20 - Taking Account of Social Value in the Award of UK Central Government Contracts, the Customer includes specific criteria that require public authorities to have regard to economic, social and environmental well-being in connection with public services contracts; and for connected purposes. To meet these requirements, Seller will describe the commitment its organisation would make to fulfil the requirements as detailed in Table A.

2.13.2. The Customer requests the following areas are addressed in any Contract or Sub-contract supporting the Prime Contract:

Table A – Social Value

Social Value Theme	Model Assessment Criteria	Supplier Deliverable
Tackling Economic Inequality	Engaging SMEs and driving innovation to achieve greater use of disruptive technologies, green technologies, efficiency and quality to deliver lower cost and/or higher quality goods and services.	TO BE UPDATED AT CONTRACT AWARD in line with Seller's proposal (Suggested subcriteria may be included in the solicitation documents)
Tackling Economic Inequality	Explaining how collaboration will be adopted through the supply chain, with a fair and responsible approach to working with supply chain partners in delivery of the contract.	TO BE UPDATED AT CONTRACT AWARD in line with Seller's proposal (Suggested subcriteria may be included in the solicitation documents)