

GE Energy Connections UK MOD Requirements Appendix

UK MOD Requirements and DEFCONs: The parties recognize that some or all the goods and/or services that are the subject of this Order may be used to satisfy requirements in furtherance of Buyer's performance under a U.K. Ministry of Defence (MOD) prime or sub-contract. Accordingly, Supplier agrees that in that instance it shall be bound by the Defence Conditions ("DEFCONs") and narrative clauses detailed below. For the purpose of DEFCON interpretation, "Authority" shall mean "Buyer" save where the Authority is acting in a sovereign capacity or where the context otherwise requires it, "Contractor" shall mean "Supplier" and "Contract" shall mean "Order", unless otherwise stated. Quality assurance activity shall be carried out at Supplier's premises if specified by the MOD QAR who will advise Supplier accordingly. Supplier undertakes to observe the terms and conditions of the relevant Government Contracts and accepts, mutatis mutandis, in respect of the goods and services, the obligations and liabilities on the part of Buyer contained in such terms and conditions, including but not limited to HMG Security Policy Framework (SPF), Industry Security Notices (ISNs) and, in the case of List X companies, List X Notices (LXNs).

DEFCON 68 (Edn 02/17) – Supply Of Data For Hazardous Articles, Materials And Substances.

DEFCON 76 (Edn 12/06) - Contractor's Personnel At Government Establishments. *[Only applies if scope of work includes work on site.]*

DEFCON 90 (Edn 11/06) – Copyright.

DEFCON 117 (Edn 10/13) – Supply Of Information For NATO Codification And Defence Inventory Introduction.

DEFCON 127 (Edn 12/14) – Price Fixing Condition For Contracts Of Lesser Value. *[Only applies to Orders which have been awarded otherwise than by acceptance of the lowest acceptable competitive tender.]*

DEFCON 501 (Edn 05/17) - Definitions And Interpretations.

DEFCON 528 (Edn 07/17) - Import And Export Licences.

DEFCON 534 (Edn 06/17) - Subcontracting And Prompt Payment.

DEFCON 537 (Edn 06/02) - Rights Of Third Parties.

DEFCON 550 (Edn 02/14) – Child Labour And Employment Law.

DEFCON 608 (Edn 10/14) - Access And Facilities To Be Provided By The Contractor.

DEFCON 609 (Edn 06/14) - Contractor's Records.

DEFCON 611 (Edn 02/16) - Issued Property.

DEFCON 624 (Edn 11/13) – Use Of Asbestos.

DEFCON 643 (Edn 12/14) – Price Fixing (Non-Qualifying Contracts) - Appendix. *[Only applies to Orders with a value greater than £250,000 which have been awarded otherwise than by acceptance of the lowest acceptable competitive tender.]*

DEFCON 644 (Edn 05/17) – Marking Of Articles.

DEFCON 649 (Edn 12/16) – Vesting.

DEFCON 656A (Edn 08/16) – Termination For Convenience (Contracts Under £5M). *[Only applies to Orders with a value greater than £250,000 when the contract between Buyer and Buyer’s customer has a value of less than £5 million.]*

DEFCON 656B (Edn 08/16) – Termination For Convenience (Contracts Over £5M). *[Only applies to Orders with a value greater than £250,000 when the contract between Buyer and Buyer’s customer has a value of £5 million or more.]*

DEFCON 658 (Edn 10/17) – Cyber.

DEFCON 659A (Edn 02/17) – Security Measures – Appendix. *[Only applies if the Order might involve the disclosure of Secret Matter to Supplier.]*

DEFCON 660 (Edn 12/15) – Official-Sensitive Security Requirements.

DEFCON 691 (Edn 03/15) – Timber And Wood – Derived Products.

DEFCON 694 (Edn 03/16) – Accounting For Property Of The Authority.

DEFCON 695 (Edn 02/15) – Contract Costs Statement (Non-Qualifying Contracts) – Appendix. *[Only applies to Orders with a value equal to or greater than £5 million and which is placed otherwise than by acceptance of the lowest acceptable competitive tender.]*

DEFCON 802 (Edn 12/14) - Open Book On Sub-Contracts That Are Not Qualifying Sub-Contracts. *[Only applies to single-source supply chain where the value of each single-source subcontract in the chain is equal to or greater than £1 million.]*

DEFCON 812 (Edn 04/15) – Single Source Open Book – Appendix. *[Only applies to Orders with a value equal to or greater than £1 million and the award of the Order is not the result of a “competitive process” as defined in the Single Source Contract Regulations 2014.]*

Third Party Intellectual Property.

As soon he becomes aware, Supplier shall promptly notify the Authority and Buyer in writing of:

a) any invention or design the subject of Patent or Registered Design rights (or application therefor) owned by a third party which appears to be relevant to the performance of the Order or to use by the Authority or Buyer of anything required to be done or delivered under the Order;

b) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical information) required for the purposes of the Order or subsequent use by the Authority or Buyer of anything delivered under the Order and, where appropriate, the notification shall include such information as is required by Section 2 of the Defence Contracts Act 1958;

c) any allegation of infringement of intellectual property rights made against Supplier and which pertains to the performance of the Order or subsequent use by the Authority or Buyer of anything required to be done or delivered under the Order.

This Third Party Intellectual Property clause does not apply in respect of goods or services normally available from Supplier as a commercial off the shelf (COTS) item or service.

CYBER SECURITY:

Supplier agrees that where activities under this Order entail the transfer or generation of MOD Identifiable Information (as defined in DEFCON 658), Supplier shall obtain certification under the Cyber Essentials Scheme by the Order start date at the latest, and for it to be renewed annually. This requirement must be flowed down the supply chain.

HMG Security Policy Framework can be found at: <https://www.gov.uk/government/collections/government-security>

Industry Security Notices can be found at: <https://www.gov.uk/government/publications/industry-security-notices-isns>

DEFCONs are contained with the MOD Acquisition Operating Framework: <https://www.gov.uk/acquisition-operating-framework>

Security Advice for List X companies and List X Notices can be obtained from MOD Defence Equipment & Support Principal Security Advisor: <https://www.gov.uk/defence-equipment-and-support-principal-security-advisor>

Advice on Accreditation of IT Systems and Incident Reporting can be obtained from MOD Defence Assurance and Information Security (DAIS): <https://www.gov.uk/defence-security-and-assurance-services-defence-industry-list-x>

Information on the Cyber Essentials Scheme, Defence Cyber Protection Partnership and Cyber Security Model can be found at:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

<https://www.gov.uk/government/collections/defence-cyber-protection-partnership>

<https://www.gov.uk/government/publications/dcpp-cyber-security-model-industry-buyer-and-supplier-guide>

Without prejudice to Buyer's other rights under this Order, if the goods and services or any part of them is required to fulfil a contract for any other country's government department or authority, Supplier undertakes to observe the terms and conditions of the relevant government contracts and accepts, mutatis mutandis, in respect of the goods and/or services, the obligations and liabilities on the part of Buyer contained in such terms and conditions. Further the goods and/or services (or such part of it as appropriate) shall be deemed to be the subject of a sub-contract made under such terms and conditions as may be in force from time to time under that contract for the said department or authority and any right of termination exercisable.