

Appendix III: UK MoD requirements applies

Copies of DEFCONs can be found at:

<http://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>

Appendix to DEFCON 648	<p>Provisions To Be Included In Subcontracts Including Those With A Subsidiary Company Or Firm (See Clause 4 of DEFCON 648)</p> <p>1. The subcontractor shall, at all times during the course of this subcontract and for a period of two years after final payment of all sums due under this subcontract or a period of three years after the final delivery or Availability Of Information completion of performance under this subcontract, whichever period expires sooner, maintain:</p> <ul style="list-style-type: none"> a) in accordance with his normal procedures, a record of: <ul style="list-style-type: none"> i. the manufacturing facilities and production plans employed by him for the supply of the articles under this subcontract; and ii. the costs incurred by him in the execution of this subcontract (including, for example, details of times taken and of wage rates paid); and b) a record of such further particulars of the costs of production of the said articles or performance of the said services as the Authority (that is to say, the Secretary of State for Defence) may from time to time reasonably require (including particulars of the costs of production or performance of such substantial parts of any of the said articles or services as the Authority may specify in any such requirement) as being necessary for the purpose of determining such costs with reasonable accuracy. <p>Provided that a requirement under this Clause shall not apply so as to impose any obligation on the subcontractor to maintain a record of any such further particulars as aforesaid in respect of any costs of production or performance incurred before the date on which that requirement is made.</p> <p>2. At any time after prices in respect of the articles to be supplied or the services to be performed under this subcontract have been finally fixed and after delivery or performance there under is substantially complete but within the period during which Clause 1 above applies the subcontractor shall, when requested by the Authority:</p> <ul style="list-style-type: none"> a) furnish a summary of any of the costs mentioned in the said Clause 1 in such form and detail as the Authority may reasonably require; and b) Afford such facilities as the Authority may reasonably require for its representatives to visit the subcontractor's premises and examine the records maintained under that Clause. <p>3. If at any time during the course of this subcontract the Authority notifies the subcontractor that the said records are required for the purpose of assisting the Authority in fixing prices under any other contract (whether made or under negotiation) where the subcontractor is to supply articles or perform services of a similar or substantially similar kind either as a contractor to the Authority or as a subcontractor to a contractor to the Authority, the subcontractor shall:</p> <ul style="list-style-type: none"> a) furnish the like summary and afford the like facilities as are mentioned in sub-Clause 2.a) and b) above; and b) Afford such other facilities as the Authority may reasonably require for its representatives to visit the subcontractor's premises and examine any or all of the processes involved in the manufacture of the articles to be supplied or the performance of services under this subcontract.
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