

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant O'Brien & Associates LLC 203 C Street SE Washington DC, 20003	2. Registration No. 59771
--	------------------------------

3. Name of foreign principal Defense Procurement Office, United Kingdom	4. Principal address of foreign principal 3100 Massachusetts Ave NW Washington DC, 20008
--	--

5. Indicate whether your foreign principal is one of the following:

Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input type="checkbox"/> Association	<input type="checkbox"/> Other (specify): _____

Individual-State nationality _____

2010 JAN 11 PM 5:19
CRM/ISS/REGISTRATION UNIT

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
United Kingdom Defense Procurement Office US

b) Name and title of official with whom registrant deals
Paul Newbegin, Defense Equipment Policy and Trade

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

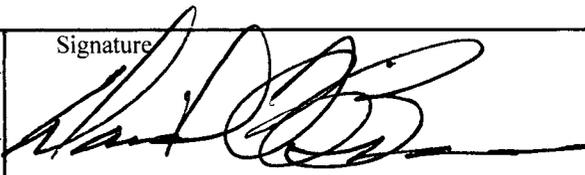
b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

2010 JAN 11 PM 5:19
CRM/ISS/REGISTRATION UNIT

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Date of Exhibit A 1/10/10	Name and Title David O'Brien, Owner and President	Signature 
------------------------------	--	---

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
O'Brien & Associates LLC

2. Registration No.

5971

3. Name of Foreign Principal
Defense Procurement Office, United Kingdom

CRM/ISS/REGISTRATION UNIT
200 JAN 11 PM 5:19

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The performance of the attached agreement will be undertaken by David O'Brien and James Gentry. The nature of activities performed pursuant to the attached agreement are in an advisory role the method of which is to monitor US defense related budget, program, policy and related congressional hearings, legislation and press reports to provide analysis, forecasts and guidance on the future direction of interests.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

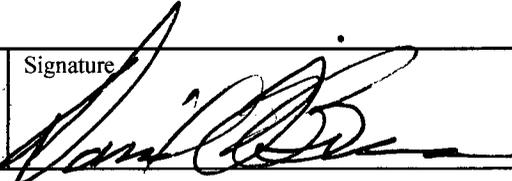
Advisors to provide information, analysis, forecasts and guidance with regard to US processes, programs and policy matters to support the goals established in the attached agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

O'Brien & Associates LLC has not been engaged to in any way influence any agency or official of the Government of the United States. However, O'Brien & Associates has been engaged to provide the foreign principle with information, analysis and guidance with regard to US processes, programs and policy matters. Such information, analysis and guidance may be used solely by the foreign principle itself to further the goals established in the attached agreement in furtherance of their efforts with the US Government.

2010 JAN 11 PM 5:19
CRM/ISS/REGISTRATION UNIT

Date of Exhibit B 1/10/10	Name and Title David O'Brien, Owner and President	Signature 
------------------------------	--	---

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Protect - Commercial

UKDPO-N-00190

US CONGRESSIONAL AND ADMINISTRATION CONSULTANCY SERVICES

FOR THE BRITISH EMBASSY,

WASHINGTON DC

AWARDED TO: O'BRIEN AND ASSOCIATES LLC
THE MADISON HOUSE
203 C STREET SE
WASHINGTON, D.C. 20003

ATTN: DAVID O'BRIEN & JAMES GENTRY

AWARDED BY: UNITED KINGDOM DEFENCE PROCUREMENT OFFICE
BRITISH EMBASSY
3100 MASSACHUSETTS AVENUE, NW
WASHINGTON D.C. 20008

TELEPHONE : (202) 588 6764
FACSMILE: (202) 588 7882

2010 JAN 11 PM 5:19
CRM/ISS/REGISTRATION UNIT

Protect - Commercial

Protect - Commercial

SCHEDULE OF REQUIREMENTS OF UKDPO-N-00190

Provision of advice to the British Embassy on matters relating to the promotion of British interests in the defence equipment and defence industrial fields insofar as they relate or may relate, directly or indirectly, to Congress. Each Task shall be agreed as detailed in the attached Terms and Conditions, Condition 23 – TASKING PROCEDURE.

Protect - Commercial

FIRM FIXED HOURLY RATES

Item	Requirement	Hourly Rate \$ CY 2010
1.	Level 1 - David O'Brien	\$400.00
2.	Level 2 - James Gentry, Shannon Scott	\$150'00
3.	Level 3 – Research Assistant	\$50.00

Reasonable incidental expenses will be paid during the period of performance, for such items as: Travel, Meals and Entertaining on approved Authority business

It is essential that details of expenditures are itemized on the invoice to allow payment which shall be subject to approval by the Project Manager identified at Appendix 1.

TERMS AND CONDITIONS OF CONTRACT

INDEX

1. INTERPRETATION & DEFINITIONS
2. DURATION
3. APPLICABLE LAW AND DISPUTE RESOLUTION
4. REJECTION
5. DEFAULT
6. CHANGES
7. AMENDMENTS TO CONTRACT
8. RECOVERY OF SUMS DUE
9. CORRUPT GIFTS & PAYMENT OF COMMISSIONS
10. PERFORMANCE
11. CONTRACTOR'S PERSONNEL
12. COPYRIGHT
13. SECURITY/NON DISCLOSURE
14. ASSIGNMENT
15. WAIVER OF RIGHTS
16. RIGHTS OF THIRD PARTIES
17. SEVERABILITY
18. BANKRUPTCY
19. BREAK (TERMINATION FOR CONVENIENCE)
20. PAYMENT OF INVOICES
21. ORDER OF PRECEDENCE
22. ALTERNATIVE SOURCING
23. TASKING PROCEDURE
24. ENABLING CONTRACTS – ESTIMATED QUANTITIES
25. ENABLING CONTRACTS – STANDING OFFER

TERMS AND CONDITIONS

1. INTERPRETATION & DEFINITIONS:

- 1.1. In these Conditions "the Contract" means the agreement concluded between the Contractor and the Authority including all documents which are relevant to the Contract.
- 1.2. The following provisions shall have effect with respect to the interpretation of the Contract except where the context otherwise requires:-
 - 1.2.1. "the Services" means all services which the Contractor required under the Contract to provide;
 - 1.2.2. "the Authority" means the Secretary of State for Defence of the Government of the United Kingdom or his authorised representative;
 - 1.2.3. "the A&T" means the Acquisition and Technology organisation, the authorised representative of the Authority.
 - 1.2.4. "the Contractor" means the person who by the Contract undertakes to provide the Services for the Authority as is provided by the Contract and, where the Contractor is an individual or a partnership, the expression shall include the personal representatives of that individual or of the partners, as the case may be and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.

2. DURATION:

- 2.1. The Contract shall commence 01 January 2010 and continue until 31 December 2010

3. APPLICABLE LAW AND DISPUTE RESOLUTION:

- 3.1. The Contract shall be considered as a contract made in the United States of America and subject to the law of the State of New York;
- 3.2. Subject to Clauses 3.4 through 3.8 (Dispute Resolution) and without prejudice to the dispute resolution process, each party hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of the United States of America to resolve, and the laws of the State of New York to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- 3.3. Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgment, order or award given under American jurisdiction.

Dispute Resolution

- 3.4. The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the parties having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the parties may agree.
- 3.5. In the event that the dispute or claim is not resolved by negotiation, or where the parties have agreed to use an ADR procedure, by the use of such a procedure, any dispute, controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in Washington, DC by three Arbitrators in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.
- 3.6. The party initiating the arbitration shall give a written Notice of Arbitration to the other party. The Notice of Arbitration shall specifically state:
 - 3.6.1. that the dispute is referred to arbitration; and
 - 3.6.2. the particulars of the Contract out of or in relation to which the dispute arises.
- 3.7. For the avoidance of doubt it is agreed between the parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.
- 3.8. Pending final decision of any dispute hereunder, the contractor shall proceed diligently with the performance of the Contract and in accordance with the Authority's instructions.

4. REJECTION:

- 4.1. The Authority shall have the right to reject Services which are found not to conform to the requirements of the Contract.
- 4.2. Where Services are rejected prior to completion of Contract, the Contractor shall rectify such deficiencies as notified by the Authority in writing, and;
 - 4.2.1. the Contractor shall be liable for costs of replacement of Service Personnel; and,
 - 4.2.2. the Contractor shall accomplish replacement within thirty (30) days of receipt of notification or rejection, or such further period as the Authority may allow in writing.

5. DEFAULT:

- 5.1. The Authority may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - 5.1.1. perform the Services within the time specified in this Contract or any extension;
 - 5.1.2. make progress, so as to endanger performance of this Contract (but see subparagraph 5.2 below); or
 - 5.1.3. perform any of the other provisions of this Contract (but see subparagraph 5.2 below).
- 5.2. The Authority's right to terminate this Contract under subdivisions 5.1.2 and 5.1.3 above, may be exercised if the Contractor does not cure such failure within 48 hours (or more if authorised in writing by the Authority) after receipt of the notice from the Authority specifying the failure.
- 5.3. If the Authority terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Authority considers appropriate, Services similar to those terminated, and the Contractor will be liable to the Authority for all excess costs for those Services, as well as all administrative costs incurred by the Authority in connection with Contractor's default. However, the Contractor shall continue the work not terminated.

6. CHANGES:

- 6.1. The Authority may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope to this Contract of the description of services to be performed.
- 6.2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Authority shall make an equitable adjustment in the Contract price and shall modify the Contract.
- 6.3. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Authority decides that the facts justify it, the Authority may receive and act upon a proposal submitted before final payment of the Contract.

7. AMENDMENTS TO CONTRACT:

- 7.1. The Contract may not be amended except by the written agreement of the duly authorised representatives of the parties.
- 7.2. The written agreement of the parties shall be obtained only by:

Protect - Commercial

7.2.1. a serially numbered amendment being issued to the Contractor by the Authority. The amendment shall come into force only when the Contractor has dispatched to the Authority an unqualified acceptance of the Authority's offer;

or

7.2.2. the dispatch by the Authority of a serially numbered amendment letter as an unqualified acceptance of an offer from the Contractor.

7.3. Any purported amendment to the Contract which does not satisfy the terms of this Condition shall be of no effect.

7.4. Where an amendment to Contract covering changed or additional requirements involves a change in price, the price shall be agreed prior to any authority to proceed being given by the Authority.

8. RECOVERY OF SUMS DUE:

8.1. Where any sum of money shall be recoverable by the Authority from the Contractor, this sum may be deducted from payment then due or at any time thereafter becoming due to be made by the Authority to the Contractor.

9. CORRUPT GIFTS & PAYMENT OF COMMISSION:

9.1. Contractor warrants that no gift or consideration has been made nor will be made to any person in the Authority's service in connection with the solicitation or performance of this Contract.

9.2. Except as expressly disclosed by the Contractor in his offer, no person or selling agency has been employed or retained to solicit or secure this bid upon an agreement or understanding for a commission, percentage, brokerage or contingent fee other than authorised bona fide employees of the Contractor.

9.3. Any breach of this warranty shall entitle the Authority to terminate this Contract and to recover from the Contractor the amount of any loss resulting from such cancellation.

10. PERFORMANCE:

10.1. Contractor warrants that the Contractor has power and authority to execute and perform this Contract. The Services under the Contract shall be provided to the requirements specified, and to the satisfaction of the Authority.

11. CONTRACTOR'S PERSONNEL:

11.1. Personnel employed under the contract must have appropriate qualifications and competence and in all respects be acceptable to the Authority.

11.2. Where so required, full particulars of all personnel to be so employed shall be forwarded in advance to the Authority, for confirmation of acceptability.

Protect - Commercial

Protect - Commercial

- 11.3. The Contractor shall take all reasonable steps to avoid changes of personnel assigned to and accepted for the work under the Contract. Except whenever changes are unforeseeable or of a temporary nature, the Contractor shall give at least one month's notice to the Authority. Sub-Clause 10.1 hereof, shall apply to the replacement personnel. Where there is to be a change in personnel, the Contractor shall notify the Authority of the proposed change and shall provide the Authority with the name of the proposed replacement. The Authority shall have the right to veto the individual nomination as the replacement, this right not to be exercised unreasonably.

12. COPYRIGHT:

- 12.1. The Contractor shall ensure as far as possible that the copyright in any work produced under this contract shall vest in the Contractor.
- 12.2. The Contractor agrees not to publish any such copyright work without the consent in writing of the Authority. The Authority will not normally raise objection to publication of any of the copyright work unless delay or limited publication only is considered to be necessary in the national interest. The Authority will review periodically any restriction on publication and will inform the Contractor as soon as the restriction can be removed.
- 12.3. The Authority will have the right to a free licence to copy any copyright work produced or furnished by the Contractor under this Contract, the copyright of which vests in the Contractor, and to circulate or use the copies for any United Kingdom Governmental purpose whatsoever.

13. SECURITY / NON DISCLOSURE:

- 13.1. Where classified transactions of any kind are generated in the course of this Contract or transmitted to the Contractor by any means, the Contractor undertakes to protect that information as if it carried the equivalent US classification. UK "Restricted" shall for this purpose be treated as US "Confidential".
- 13.2. The Authority will notify the Contractor separately of any classified aspects of this Contract.
- 13.3. Irrespective of security classification, information in any form issued by the Authority in connection with this Contract:
- 13.3.1. shall be treated as having been disclosed "in confidence";
- 13.3.2. shall not be disclosed to any third party without prior written consent of the Authority;
- 13.3.3. shall not be used by any person for any purpose other than that for which it was provided;
- and

Protect - Commercial

Protect - Commercial

13.3.4. shall be returned to the Authority on demand or when the Contract is completed or terminated.

13.4. The Contractor agrees to keep in confidence all matters relating to this Contract and to prevent any publicity concerning its existence or content.

14. ASSIGNMENT:

14.1. The Contractor shall not assign, give, bargain, sell, or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Authority.

15. WAIVER OF RIGHTS:

15.1. Any failure on the Authority's part to exercise, in any instance, any of the Authority's rights hereunder shall not constitute a relinquishment of such rights, nor shall such failure be construed as a waiver of relinquishment of similar rights arising thereafter.

16. RIGHTS OF THIRD PARTIES:

16.1. Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a party to the Contract to enforce any term of the Contract in his own right and the parties to the Contract declare that they have no intention to grant any such right.

17. SEVERABILITY:

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

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

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

18. BANKRUPTCY:

18.1. The Authority may at any time and without prejudice to any right of action or remedy summarily terminate the Contract without compensation in the event of the Contractor declaring himself or being declared bankrupt.

19. BREAK (TERMINATION FOR CONVENIENCE):

19.1. The Authority may terminate performance of work under this Contract in whole or, from time to time, in part if the Authority determines that a termination is in the Authority's interest. The Authority shall terminate by delivering to the Contractor

Protect - Commercial

a Notice of Termination specifying the extent of termination and the effective date.

- 19.2. Should the Authority terminate the Contract in whole, in accordance with 16.1, the Authority shall pay to the Contractor agreed expenses incurred for the month during which termination occurs.

20. PAYMENT OF INVOICES:

- 20.1. The Commercial Payment Officer detailed at Appendix 1, shall make payment to the Contractor of all valid claims submitted for payment in accordance with the Terms and Conditions of the Contract by means of the Automated Clearing House (ACH) directly into the Contractor's nominated bank account. To facilitate payment by means of the ACH system, the Contractor shall provide the Commercial Payments Officer in advance of the submission of valid claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.
- 20.2. The Contractor shall submit all invoices for payment to the attention of the Project Manager. Once the Project Manager is satisfied that the Articles on the invoice have been completed in accordance with the agreed payment criteria the invoice will be forwarded to the Commercial Payment Officer who will arrange for the invoice to be paid. Payment of the invoice shall be made within thirty (30) days of the Project Manager receiving the invoice.
- 20.3. Should the Project Manager not be satisfied that the Articles on the invoice have been completed to his satisfaction the invoice is to be returned to the Contractor requesting information which would allow the payment of the invoice to be approved. The Project Office will forward the invoice to the Commercial Payment Officer for payment once he is satisfied that the invoice can be paid.
- 20.4. Invoices submitted by the Contractor for Articles which do not form part of the SOR, will not be considered to be a valid invoice by the Project Manager and will be returned to the Contractor.

21. ORDER OF PRECEDENCE:

- 21.1. Any inconsistency in this Contract shall be resolved by giving precedence in the following order: (a) the Schedule of Requirements; (b) Terms and Conditions of Contract and (c) other documents, exhibits and attachments.

22. ALTERNATIVE SOURCING:

- 22.1. The Authority reserves the right to invite competitive quotations from the Contractor and others and, as appropriate, to place orders elsewhere for any or all of the items listed in the Schedule of Requirements during the period of performance.

Protect - Commercial

23. TASKING PROCEDURES:

- 23.1. The Authority will initiate tasks using the means it deems most appropriate to the task, such means may be telephone, e-mail or, at the sole discretion of the Authority, require the use of the Task Approval Form (TAF) attached at Annex A.
- 23.2. Where the Authority initiates a task utilising means other than a TAF the following procedure shall apply:
 - 23.2.1. Within two (2) Business Days of receipt of a task, or such different timeframe as may be stated by the demander, the Service Provider shall assess his ability or otherwise to undertake the task and the time required for satisfactory completion.
 - 23.2.2. Where the Service Provider is able to undertake the task and estimates that completion of the task will require less than twelve billable hours he shall commence work on the task in accordance with the Contract and any instructions provided by the demander, at the same time advising the demander accordingly. If he is not able to commence work on the task immediately, the Service Provider shall notify the demander.
 - 23.2.3. Where the Service Provider estimates that a task will require twelve or more billable hours to complete he shall, within the timeframe specified in 20.2.1 above, inform the Authority of his assessment of the estimated number of hours required. The Service Provider shall not proceed with the task but shall await further direction from the Authority.
 - 23.2.4. Should the Service Provider become aware, whilst carrying out a task falling into the category described in 20.2.2 above, that completion in less than twelve hours is now unlikely, the Service Provider shall immediately notify the Authority of his new assessment. Unless and until otherwise directed by the Authority the Service Provider shall continue to perform the task following notification of their reassessment.
 - 23.2.5. Where, under 20.2.2 or 20.2.3, the Authority receives notification that a task cannot be completed in less than twelve billable hours, the Authority shall at its discretion, and without prejudice to its rights under 20.1 above, issue a TAF or instruct the Service Provider to cease work on the task, in which case the Service Provider shall surrender to the Authority any results of work completed to the point of cessation, should the Authority so request.
- 23.3. Where the Authority requires a TAF to be used the following procedure shall apply:
 - 23.3.1. The TAF shall detail at Part A the scope of the task, the response date required and any acceptance criteria applicable to the task.
- 23.4. On receipt of a TAF, the Service Provider shall complete Part B and return it to the Sponsor of the TAF within two Business Days of receipt or such different timeframe as may be stated / required in the TAF. The Service Provider's

estimate for completing the work described in the TAF is to be broken down under the relevant headings providing details on the name(s), title(s), and hourly billing rate(s) of the individual(s) assigned to complete the task along with the estimated man-hours, completion date of the task and the reimbursable costs.

- 23.5. Once the scope of work has been finalised and the ultimate Part B quotation prepared, signature of the TAF at Part C will take place detailing approval of the quote. The Contracts Branch shall issue a written authorisation to commence work in accordance with the terms and conditions of Contract accepting the offer at Part B. On no account should any work detailed in the TAF be performed without such final written authorisation to proceed. Any unauthorised work shall be entirely at the Service Provider's risk.

24. ENABLING CONTRACTS - ESTIMATED QUANTITIES:

- 24.1. The quantities referred to in the Schedule of Requirements are estimates only. The Authority may order more or less than the estimated quantities and shall not be bound to order any of the items referred to in the Schedule of Requirements. The Authority shall not be bound to accept or pay for any items other than those actually ordered.
- 24.2. The Contractor accepts that the Authority has the right to invite competitive quotations and/or place orders elsewhere for any or all of the items listed in the Schedule of Requirements during the period of the Enabling Contract.

25. ENABLING CONTRACTS – STANDING OFFER:

- 25.1. In consideration for the payment of the sum of \$1 (one US Dollar) by the Authority to the Contractor, the Contractor shall not for the duration of the Enabling Contract withdraw from or amend in any way the standing offers contained in the Enabling Contract except by agreement in accordance with Condition 2 – Amendment above.

TASK APPROVAL FORM

<u>TASK TITLE</u>	<u>CONTRACT No</u> UKDPO-N-00190
	JIN No
<u>AUTHORITY TASK SPONSOR</u>	<u>SPONSOR'S REFERENCE</u>
	ISSUE No

PART A - PROPOSAL (To be completed by THE AUTHORITY'S TASK SPONSOR)

1. **INTRODUCTION / BACKGROUND:**

2. **TECHNICAL REQUIREMENTS:**

3. **ACCEPTANCE CRITERIA AND COMPLETION DATE:**

DATE: _____ (Signed) _____

(Position or Title) _____

<u>TASK TITLE</u>	<u>CONTRACT No</u> UKDPO-N-00190
	JIN No
<u>AUTHORITY TASK SPONSOR</u>	<u>SPONSOR'S REFERENCE</u>
	ISSUE No

PART B - RESPONSE (to be completed by SERVICE PROVIDER)

1. FIRM PRICE FOR PROPOSED TASK:

- a. **Reimbursable Costs:**
- b. **Labour Costs:**
- c. **Other Costs (specify):**
- d. **TOTAL PRICE:**
- e. **Personnel and Labour Hours and Contract Rate(s) included in 1(b) above:**
- f. **Brief details of any significant Items required to be purchased to complete the Task:**

2. TIMESCALE/COMPLETION DATE:

DATE: _____ (Signed) _____

(Position or Title)

<u>TASK TITLE</u>	<u>CONTRACT No</u> UKDPO-N-00190
	JIN No
<u>AUTHORITY TASK SPONSOR</u>	<u>SPONSOR'S REFERENCE</u>
	ISSUE No

PART C - APPROVAL (To be completed by THE AUTHORITY'S TASK SPONSOR)

To: **CONTRACTS BRANCH**

- *1. The Personnel, Labour Hours and Reimbursable Costs quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.
- *2. The Personnel, Labour Hours and Reimbursable Costs quoted at Part B are not considered to be reasonable for the requirement specified at Part A and it is recommended that the Service Provider be offered \$ Personnel, Labour Hours and \$ Reimbursable Costs which are considered to be a fair and reasonable reflection of the requirement.

* **DELETE either 1 or 2 above.**

DATE: _____ (Signed) _____

(Financial Approval)

DATE: _____ (Signed) _____

(Authority's Task Sponsor Approval)

DATE: _____ (Signed) _____

(Contracts Branch Approval)

ADDRESSES AND OTHER INFORMATION

1. COMMERCIAL BRANCH:

UNITED KINGDOM DEFENCE PROCUREMENT OFFICE
BRITISH DEFENCE STAFF - UNITED STATES
British Embassy 3100 Massachusetts Avenue NW
Washington DC 20008-3688

Contact: Barry Fry
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-Mail: [REDACTED]

2. PROJECT MANAGER:

DEFENCE EQUIPMENT – FIRST SECRETARY (DEFENCE EQUIPMENT POLICY
& TRADE)
BRITISH DEFENCE STAFF - UNITED STATES
British Embassy 3100 Massachusetts Avenue NW
Washington DC 20008-3688

Contact: Paul Newbegin
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-Mail: [REDACTED]@bdstus.mcd.uk

3. THE COMMERCIAL PAYMENTS OFFICER:

DEFENCE FINANCE AND RESOURCES
BRITISH DEFENCE STAFF - UNITED STATES
British Embassy 3100 Massachusetts Avenue NW
Washington DC 20008-3688

Contact: Keith Keary
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-Mail: [REDACTED]