



Ministry
of Defence

**Request For Information
(RFI) to support Type 31e
(T31e) Market Testing**

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1. NOTICE TO READER AND DISCLAIMER

In receiving this RFI you have the option to sign the 'Confidentiality Agreement for the Request For Information and Value Management exercise for the Type 31e Programme' between the company and the Ministry of Defence (MOD). Please note that if you wish to continue in the pre-procurement process you must sign and submit the Confidentiality Agreement along with your RFI response.

This RFI forms a part of the market assessment and is NOT part of any competitive procedure. Any information you submit will be considered solely for the purposes of building a greater understanding of the marketplace, and industry's ability to undertake the Type 31e (T31e) programme. Should the decision be made to formally compete this requirement, any information provided must be re-submitted as part of the formal bid process. Information specific to the Industry participant provided through this process will not be shared or distributed directly to other participants but will inform the discussions that MOD will have with Industry and may subsequently be used to inform the terms on which the formal procurement process is conducted.

The information contained in this RFI and any further information (whether written, electronic or oral) supplied by the Secretary of State and/or any of its representatives in respect of this RFI is, and will be, supplied on the condition that neither the Secretary of State, any of its representatives nor any agents, servants, officers or affiliates of the Secretary of State or its representatives whatsoever is liable for any error, omission, or inaccuracy therein nor for any loss or damage sustained by any party arising as a result of reliance on such information or any subsequent communication, including any error or omission or inaccuracy resulting from any negligent act or omission of any of the Secretary of State, its representatives or any other person (other than in respect of fraudulent misrepresentation). No party accepts any responsibility or gives any undertaking to provide further information, including any information required to correct any earlier inaccuracy or error.

Any participation in this Industry Market Test and any response to this RFI is entirely at your cost and risk. The MOD is under no obligation to proceed with a formal procurement or in any other way proceed with the T31e programme and shall not be liable to any participants for any costs arising from participation in this process.

You should note that any copyright in the information provided by the MOD as part of the market assessment process, any further documents issued by the MOD or its representatives in relation it, rests with the Crown. All other intellectual property rights in such documentation shall remain the property of the Secretary of State and no recipient shall obtain any right, title or interest therein. Such documentation may not be reproduced, copied or stored in any medium, in whole or in part, without the prior written consent of the Secretary of State, other than as strictly required for the preparation of responses to this RFI.

2. PURPOSE OF RFI

The MOD is conducting an Industry Market Test for a future T31e Frigate Design and Build project for a minimum of 5 ships at a maximum average price of £250m per ship. The T31e

programme is charged to fulfil a number of elements of the National Shipbuilding Strategy (NSbS) with UK Prosperity and Exportability being two such key elements. The T31e Programme has six key aims to achieve, these are shown below:

- 6 TOP MESSAGES**
1. Deliver 5 ships, with first entry into service from 2023;
 2. Meet the price of £250m per ship, including development costs, risk and profit, whilst minimising the GFX burden and cost of ownership to the MOD;
 3. Accept a firm price contract for a first order of five ships;
 4. Maximise the UK prosperity footprint and export potential of your offering, without compromising on cost and time;
 5. Develop as much adaptability, modularity, openness, and agility within your proposals. This should be a ship that navies around the world want to own; and
 6. Achieve a UK focused Design and Build Strategy that maximises UK content.

Figure 1 – Key Aims of T31e

The aim of this RFI, and the returns from Industry, will be used to gain an understanding of what the market can deliver against the target key characteristics, cost and schedule. The MOD is also looking to reduce the management burden typically associated with naval projects and is keen to understand any “best practice” that can be taken from other industries or projects.

To understand how Industry proposals will meet the challenging procurement cost and timescales, this RFI invites Industry to provide information on how they intend to manage and control the design, procurement of equipment, build, outfit, testing and acceptance of the ship.

The MOD will analyse the information provided in Industry’s responses to this RFI to establish a baseline scope of supply that is affordable and achievable. In order for the MOD to become a more intelligent customer, the MOD will use the information provided to make informed decisions, and challenge assumptions using the data gathered in the lead up to, and during, a subsequent phase of Value Management (VM) engagement with Industry.

An indicative procurement process and key dates are detailed below:

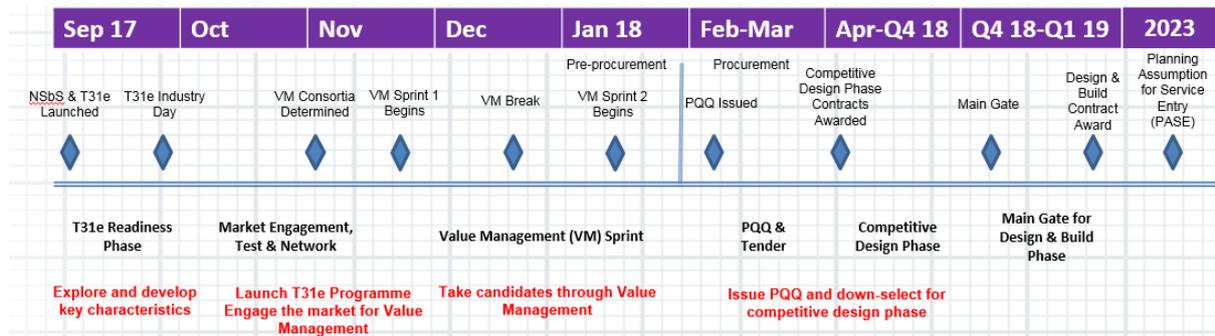


Figure 2 – T31e Procurement Process & Timeline

A first return by mid-October 2017 is required in the form of an outline proposal and plan of intent, so that a first phase of VM dialogue can take place to understand how Industry will meet the challenges at Figure 1. A second return will be expected by December 2017 in order to undertake a further more detailed and focused VM assessment with Industry in early 2018.

3. VALUE MANAGEMENT

This RFI is the first phase of the MOD’s Type 31e market engagement. As part of the MOD’s Procurement Strategy, the MOD will apply a VM approach to MOD/Industry dialogue and iterative solution development to ensure that excess or unnecessary cost can be driven out of proposed solutions, whilst ensuring that quality and capability are maintained as far as possible. The MOD will work collaboratively with Industry to test and evolve cost and capability value against other value criteria important to the Royal Navy (RN) and the UK enterprise.

The VM Phase will follow BS/EN 12973 (2000), tailored as appropriate for T31e, and contains nine value threads to be explored collaboratively between the MOD and Industry. These are:

- Cost - Remaining within the £250M Firm Price;
- Capability - Achieving the Minimum Capability Threshold;
- Cost of Ownership - Achieving cost-effective support, operations and minimising whole life costs;
- Exports - Maximising the export potential for the UK;
- UK Prosperity - Maximising the UK Prosperity Agenda as introduced in SDSR 2015;
- Adaptability - Maximising opportunities for future capability insertion and export potential;
- Sovereignty - Ensuring Freedom of Action and Assured Capability through life;
- Deliverability - Provide confidence that the proposed solution can meet the challenging Programme Timescales;
- Military/Civilian Standards for Quality and Safety - Achieving a pragmatic balance between Military and Civilian standards.

The VM Phase will be conducted as follows:

- **RFI First Return** – A high level Industry proposal detailing how the Industrial Participant intends to meet the challenge of the Deliverability and Cost value threads in the VM Model above – **16 October 2017**;
- **VM Sprint 1** – Collaborative workshops between Industry and the MOD. VM Participants (as a single entity or group of entities) will be invited to discuss their plans and proposals based on their RFI First Return response – **November/December 2017**;
- **RFI Second (Final) Return** – Final Industry return of information, addressing how the Industrial Participant intends to address the remaining value threads in the VM model above, as well as VM mid-point review to enable the MOD and Industry to evaluate what it has learned and, if necessary, realign VM priorities ahead of the next VM Sprint – **1 December 2017**;
- **VM Sprint 2** – Further collaborative dialogue and workshops for the VM Participants to explore the remaining value threads.

The MOD intends to use the information obtained through the VM process to optimise any subsequent procurement process that it may conduct in respect of the T31e Programme.

4. RFI COMPLETION GUIDANCE

The information to be provided by Industry in response to this RFI needs to be sufficient to determine that there is a viable technical solution that can meet the target time; cost and performance, including managing any potential risks and opportunities throughout the design and build phases and the transitioning of the vessels into service with the Royal Navy.

In order for the MOD to understand the capability of Industry to meet this challenge, this RFI requires Industry to complete the following information:

- Annex A – Initial Outline Proposal and Plan of Intent for T31e Delivery
- Annex B – Ship Design Philosophy & Maturity Requests
- Annex C – Specific Technical Information Requests
- Annex D – Programme Management & Commercial Requests
- Annex E – Pricing Schedule (Excel document)

Annex F provides a description of the T31e Key Characteristics, which will help completion of this RFI. More information is provided in Section 6 below.

For the first return of this RFI, due 16th October, a response to Annex A is required as a minimum in order to support VM Sprint 1. For the second, and final, RFI return, due 1st December, responses to Annexes B-E will be required as far as possible to support VM Sprint 2. Early responses for Annexes B-E would be welcome however final due dates remain extant.

It is not mandatory for Industry to complete each Annex in its entirety, however, the more information provided against each Annex the better prepared the MOD will be during the VM phases and in its engagement with the participating industrial organisations.

Responses to this RFI should include Lead Integrators bidding for the whole Design and Build contract, as well as those willing to be a major risk bearing partner as part of a consortium or other contracting entity. Providers of major sub-systems such as Combat System Integrators, Power and Propulsion and Marine Systems may also wish to respond to this RFI. However those who cannot complete the RFI in its entirety must provide sufficient information to outline their position as a risk bearing partner within a prospective T31e consortia, and must demonstrate the plan to achieve delivery of the proposed whole ship specification.

Completing this RFI is a pre-requisite for participation in the VM phase. Information in your responses will be used to highlight the most promising areas to conduct VM. The MOD reserves the right to select suitable suppliers to enter the VM phase, however it is primarily targeted at Lead Integrators and risk bearing partners. VM invitations will be dependent upon the number of RFI responses, the availability of MOD resources to support the VM process, and the suitability and quality of responses. Submission of a RFI response or participation in the VM process (in any form) is not a pre-requisite to participation in any subsequent formal procurement process that MOD may choose to undertake.

Whilst the MOD is interested in the broader supply chain for T31e and will accept expressions of interest with any supporting product/services information that you wish to supply, this will not lead to any engagement with you in the VM phase. The MOD intends to use any relevant information in any subsequent formal procurement process that it may conduct in respect of the T31e Programme.

Participants must note the following when considering completing a response to this RFI:

- a) Industrial participants may complete this RFI or participate in VM as a single entity and/or as a group of entities working together;
- b) While full completion of the entire RFI is highly desirable, partial responses will be valuable to inform the MOD's procurement choices;
- c) Responses for the first return of this RFI must be submitted by the 16th October 2017 and responses for the final return of this RFI must be submitted by the 1 December 2017. All responses must be sent to DESShipsComrcl-T31e@mod.gov.uk. Please send your response in English and in MS Office or PDF format. You must limit the size of your proposal to no more than 10MB;
- d) If you intend to respond to this RFI please notify DESShipsComrcl-T31e@mod.gov.uk of your intention to do so by 18th September 2017.
- e) All clarification questions regarding this RFI must be sent to DESShipsComrcl-T31e@mod.gov.uk. Please allow up to 5 days for a response; the deadline for clarification questions regarding the first return of this RFI is by 2nd October, and the deadline for clarifications questions regarding the second return of this RFI is by the 17th November. If you do not register your interest in completing this RFI via the above email address you may not receive answers to the general clarification questions raised.

f) If you are unable to email the MOD at DESShipsComrcl-T31e@mod.gov.uk please use the alternative address of Gary.Richards112@mod.gov.uk.

g) Responses should not exceed the security classification of OFFICIAL¹.

The MOD will be available at DSEI on 12th-15th September and during Industry Days on the 27th-28th September to discuss this RFI. Details of how to attend and meet the T31e team during these days are available on the Defence Contracts Online website titled 'Ship Acquisition Industry Engagement Event'.

5 GENERAL

The successful Industry partner in any subsequent procurement process will be responsible for delivering a class of ships that:

- Successfully completes contractor trials and is accepted off contract, to support the first ship acceptance in 2023;
- Satisfies the capability need as currently defined by the Key Characteristics ref Annex F;

The principal role of Industry is to perform adequate technical, procurement, design, build and managerial tasks to deliver the programme with appropriate infrastructure and partnering arrangements. Industry will be responsible for the delivery of the ships to the agreed specification including, testing, setting to work, and acceptance off contract.

Affordability and Pace of delivery will be continuous themes throughout the programme and Industry is encouraged to consider:

- Which aspects of the capability needs are cost and / or schedule drivers;
- Which Programme activities are cost and / or schedule drivers and could be done more efficiently or eliminated;
- A flexible, effective and efficient management and acceptance approach.

6 TECHNICAL

To understand what technical solutions could meet the intent of the MOD's requirements, this RFI invites Industry to provide information on their proposed solution. In-order to understand the basis of each proposed solution, detail of the history of the design, its design philosophy and maturity are requested.

Please outline in your response, your approach, and any changes required to the design, in order to meet the identified policies, strategies and constraints.

¹ The UK Government Security Classification guidance can be found at: <https://www.gov.uk/government/publications/government-security-classifications>

6.1 Capability Context

The T31e will be a general purpose light frigate, providing an enduring and continuous worldwide maritime security presence in several forward operating areas, releasing other, more complex warships to their primary roles.

The T31e will carry out various maritime interdiction tasks, such as counter drugs and counter piracy. It will also carry out defence engagement activities, such as port visits and official entertainment, demonstrations of military capability and participation in allied training exercises. It must be ready to respond to emergent events, such as natural disasters or evacuation of non-combatants and will routinely carry specialist emergency relief stores in certain operating areas.

The T31e will usually operate as a singleton, but will often be supported by, and interoperate with other assets from the UK and its allies, particularly NATO. However, the T31e will maintain the UK's freedom of action to operate independently when it chooses. The T31e will routinely operate with civil vessels and authorities, such as the US Coastguard, HM Border Agency and HM Revenues and Customs. On occasion it will operate with non-governmental organisations, such as specialist disaster relief organisations.

To accomplish its tasks, the T31e will depend on organic sensors as well as deployable assets; such as sea boats and organic aviation system(s). It will operate predominantly in low threat conditions but will require credible offensive and defensive capabilities to deter aggression, survive attacks and provide reassurance.

The T31e will operate year round, requiring good seakeeping for ocean transits and to allow its helicopter and boats to operate in a wide range of sea states and conditions. It will also operate in a variety of climates (hot, cold and humid). However, relaxation of functionality and performance is acceptable in extremes of climate that would otherwise drive significant additional design and cost, provided that personnel are afforded a safe working environment at all times. Operation in the vicinity of the marginal ice zone is not required.

The T31e design will need to be adaptable, providing evolution paths for future capability to enable growth of the destroyer and frigate numbers into the 2030s, and to address export customers' needs. Adaptability may include any combination of reconfigurable flexible design (including fit-to-receive), allowance for in-life upgrades or growth through follow on-batches.

6.2 Key Characteristics

The T31e Key Characteristics Flyer (Annex F) represents a summary of the whole-ship requirements that are important for delivering T31e capability need or which are perceived to drive costs or risk.

It is envisaged that outline responses to this RFI, and subsequent VM activity, may result in refinement of the requirements presented in the flyer and progression to a more detailed and comprehensive set of requirements.

6.3 Technical Policies, Strategies and Constraints

As well as satisfying a number of capability requirements, any solution will need to satisfy a number of wider technical constraints which are described below. The MOD is open to innovative ways to demonstrate compliance.

6.3.1 Whole Ship Safety Case and Key Hazard Certification Policy

To enter service with the RN, T31e must meet the UK MOD safety policy and regulations, including key hazard certification². This requires the T31e to be designed, constructed, operated and disposed of in accordance with DSA02-DMR – MOD Shipping Regulations for Safety and Environmental Protection. Standards and management arrangements selected to achieve this shall, so far as is reasonably practicable, be equivalent to the level of risk required by law.

Certification of design and construction, must satisfy the Defence Maritime Regulator requirements for each key hazard area, as summarised below. However, deviations from these standards will be considered where it can be demonstrated that these arrangements are appropriate to the anticipated role of the ship.

1. Structures Certificate – ANEP 77 CHAPTER II – Structure (DES Nag ShipStr);
2. Stability Certificate – ANEP 77 – CHAPTER III – Buoyancy, Stability and Controllability / DefStan 02 900³ (DES NAG ShipStab);
3. Fire Safety Certificate – ANEP 77 – CHAPTER VI – Fire Safety (DES NAG Fire);
4. Propulsion and Manoeuvring Certificate – ANEP 77 Chapter IV (Engineering Systems) and Chapter IX (Navigation) (DES NAG PMS);
5. Escape and Evacuation Certificate – ANEP 77 – CHAPTER VII – Escape Evacuation and Rescue / DefStan 02-900 (DES NAG EER);
6. Explosives Safety Certificate – DefStan 00-101 (DES NAG Exp);
7. Aviation Safety Certificate – DefStan 00-972 / DefStan 00-133 – (MAA).

6.3.2 The Combat Safety Case

In accordance with DSA-02, the T31e project team is required to produce a combat safety case. Your responses to Annex B & C, will allow the project team to develop the survivability requirements during the value management phase, including:

- Armour to protect personnel;
- Shock protection of equipment;
- Protection in CBRN environment;
- Other survivability features such as signature control, blast protection etc.

² Guidance Documents for Naval Authority Key Hazard Certification can be found here:

<http://www.nsass.org.uk/Library>

³ Defence Standards can be found here:

<http://mou.isg-r.r.mil.uk/StanMIS/Indexes/DefenceStandards>

6.3.3 Security

Security (physical and information) shall comply with UK security legislation and associated Government⁴ and MOD policy and standards. The MOD will require all ship systems to comply with UK MOD JSP 440 – Defence Manual of Security⁵. Communication and information systems/networks shall require accreditation in accordance with UK Defence Accreditation and Information Security (DAIS) (JSP 604 – Defence Manual of Information and Communications Technology (ICT)).

6.3.4 Classification Society Rules

The T31e is expected to adopt Lloyds Register Naval Ship Rules with a series of notations. Deviations from these rules or use of alternative classification society rules will be considered where it can be demonstrated that these arrangements are appropriate to the anticipated role of the ship.

6.3.5 Manning (Complement) Strategy

Based on existing RN manning structures, and assumed concurrent operational activities and manning states, it is assessed that accommodation should be provided for 137 personnel of all genders to carry out the T31e's military tasks and roles. This would comprise a core crew of approximately 99 and allow for augmentation by up to 24 additional personnel (including helicopter, flight and maintenance personnel), plus an allowance for through life accommodation growth of 14 bunks.

Opportunities to reduce the crew numbers and associated accommodation are invited where it can be demonstrated that the ship's operations can be achieved without:

- Unduly increasing the workloads of individuals;
- Compromising personnel or whole-ship safety;
- Introducing technical risks or costs that prevent achievement of the programme's cost and schedule targets;
- Significant and disproportionate displacement of costs to other parts of the MOD.

In order to support export opportunities, consideration of the ability to adapt the accommodation layout to suit the needs of other Navies is invited.

6.3.6 Training

Commensurate with the delivery of the T31e platforms, and the provision of personnel to operate and maintain them, there is a need to ensure that personnel are adequately trained to meet the roles expected of them. Therefore there is an expectation that suppliers will provide individual training for the first crews of each platform, and in the case of warfare operator training, sub-team training using the RN Maritime Composite Training System

4. National Cyber Security Centre (NCSC) is the UK National Technical Authority that defines the information assurance standards for Her Majesty's Government.

5. JSP 440 can be found here:

<http://defenceintranet.diif.r.mil.uk/Policy/Continuity/Pages/BusinessContinuityHome.aspx>

(MCTS). Whilst there is no constraints on system selection, other than via GFX, selection of in-service equipment may have an in-service training capability that could meet the requirements for T31e.

6.3.7 Software Safety

In producing your proposal you should consider NAN 02/2016⁶, where failure of software may lead to a key hazard (sinking/collision/grounding/fire/explosion), a functional failure analysis will need to be costed as part of the scope of supply. From this analysis, safety related software will be identified, and requirements put in place to ensure it is developed to a suitable level of integrity, using a recognised standard.

7. SUPPORT GUIDANCE

As well as seeking to procure an affordable platform, the MOD is also seeking to minimise whole life costs, therefore the following support principles, aligned with the RN move towards a “Maintainer Centric Solution” have been developed:

Maintainability: Each platform shall be designed to reduce the maintenance burden on the ships and support technical staff. This means the platform shall, as far as is possible, be operated as it is designed to be operated, Work-in-Way (WiW) shall be minimised, maintenance tasks shall be simplified where possible and Removal Routes shall be identified for all major equipment.

Supportability by Ships Staff: Each platform shall be supportable by, and within, the bounds of the ships technical disciplines whilst at sea. This means that the technical disciplines on board shall, be competent (through training), have capacity (not overburdened), and be enabled (have the spares and technical data) to keep the platform operational.

Supportability aided from Ashore: Each platform shall be supported by appropriate shore based technical capabilities either from their UK Base Port or a forward support facility in or near their theatre of operations. Additional deeper support will be sought from and provided by Original Equipment Manufacturers (OEMs), where appropriate.

8. COMMERCIAL

The NSBS has set the policy approach for complex warship building in the UK and therefore the T31e programme. In line with national security objectives, including the sustainment of sovereign capabilities, a UK owned design and UK build and integration for T31e will be specified. We want to seek the best skills and experience not only from across the UK but also internationally in delivering T31e, so international suppliers will be encouraged to participate in the competition, where they meet national security requirements. The T31e procurement will be exempt from the EU procurement regulations pursuant to Article 346 of

⁶ Guidance Documents for Naval Authority Key Hazard Certification can be found here: <http://www.nsass.org.uk/Library>

the Treaty on the Functioning of the European Union, in line with previous complex warship procurements.

As a major shipbuilding project funded by the UK Taxpayer, the design and build of the T31e should support the UK's prosperity agenda. To achieve this, Industry would need to demonstrate the prosperity value of their proposals.

8.1 Commercial Principles

The following commercial principles provide the framework for the T31e programme:

- It is assumed there will be a Firm priced contract structure for the Competitive Design Phase and subsequent Design and Build Phase;
- GFX will be minimised as far as possible;
- The MOD will take an approach to Intellectual Property which facilitates future freedoms of competition (as detailed in 8.4 below);
- ITAR compliance at every stage is essential;
- Variant bids will be acceptable during CDP – covering both technical and commercial approaches;
- Adherence to Government prosperity objectives (especially on Small and Medium Enterprises, apprentices and steel procurement) will need to be demonstrated;
- Formation of contracting entities (i.e. consortia) to participate in the PQQ and tender process is expected during the VM phase;
- Some contract terms and conditions (for CDP and Design and Build) may be socialised during VM for discussion with Industry ahead of launch of the formal contracts as part of the procurement process;
- £250M is the maximum average price per ship for an initial order of 5 ships. This includes non-recurring engineering costs, contractor risk and profit, minimal GFX proposed by the contractor, initial training and spares. All costs are at outturn assuming an in service date with the Royal Navy for the first of class of 2023, and a drumbeat of a ship delivered every 12 months thereafter;
- Warranty and Insurance will be treated as risk inside of cost; and
- It is the MOD's intent to maximise the transfer of risk to the contractor during this programme, and minimise the dependencies that the MOD would manage.

8.2 Commercial Timeline

The T31e programme will be conducted in three phases:

- Pre – Procurement Phase – Market Engagement and Value Management;
- Competitive Design Phase;
- Design and Build Phase.

The procurement involves an aggressive timetable. To achieve this the MOD is interested in challenging current processes which add time and cost and would like Industry to identify areas which could be adapted or changed to help meet the procurement timeline.

8.3 GFX and ITAR

It is a principle of the T31e programme that levels of GFX should be minimised. The MOD will still reserve the right to require the use of certain equipment and capabilities where necessary and this will be communicated clearly to Industry where appropriate.

The Type 31e programme will require Industry to comply with certain regulations such as ITAR in relation to the receipt, use and tracking of controlled material.

8.4 Intellectual Property Rights (IPR)

The MOD may wish to compete future support arrangements, upgrade or modify the ships or sub-systems independent of the original equipment manufacturer and support exports of whole ships and or ship designs. The MOD is willing to discuss options around IPR during the VM and Competitive Design Phase, provided these do not compromise the MOD's ability to compete.

8.5 Exports and Commercial exploitation

Exportability of the T31e is a key success factor for the Programme. The MOD will expect the designs to be high in value and low in cost with sufficient adaptability in order to be competitive in the export market. The MOD is willing to discuss exploitation levies, and other means of promoting exportability, with suppliers during the Competitive Design Phase. This RFI seeks Industry to identify and consider options for the designing of vessels which will increase export success.

8.6 Supply chain management / makeup/accessibility

This RFI seeks Industry to include in their proposal how they will demonstrate supply chain management, for example: relationship management with suppliers, how will they manage supply chain risk and ensure supply chain robustness.

9. ABBREVIATIONS

ANEP	Allied Naval Engineering Publication
ASuW (SSM)	Anti Surface Warfare
ASW	Anti Submarine Warfare
CBRN	Chemical, Biological, Radiological and Nuclear
CIS	Communication Information Systems
CS	Combat System
DAIS	UK Defence Accreditation and Information Security
ERS	Emergency Relief Stores
ESM	Electronic Support Measures
FASGW(H)	Future Anti Surface Guided Weapon (Heavy)
FASGW(L)	Future Anti Surface Guided Weapon (Light)
FTR	Fit To receive
GFX	Government Furnished Assets/Information
HF	High Frequency

HM	Her Majesty
HMA2	Helicopter Maritime Attack
IFF	Identification Friend or Foe
INFOTAC	Information Attack
IPR	Intellectual Property Rights
ITAR	International Traffic in Arms Regulations
JSP	Joint Service Publication
LandR	Launch and Recovery
LitM	Littoral Manoeuvre
LSA	Logistic Support Analysis
MAA	Military Airworthiness Authority
MARPOL	Marine Pollution
MCTS	Maritime Composite Training System
MF	Medium Frequency
MIO	Maritime Interdiction Operations
MOD	Ministry of Defence
MTG	Maritime Task Group
NAN	Naval Authority Notices
NATO	North Atlantic Treaty Organisation
NCSC	National Cyber Security Centre
NSbS	National Shipbuilding Strategy
OEM	Original Equipment Manufacturer
PandP	Power and Propulsion
PDMS	Point Defence Missile System
RFI	Request For Information
RN	Royal Navy
S/EHF	Super/Extra High Frequency
SIGINT	Signals Intelligence
SOLAS	Safety Of Life At Sea
T31e	Type 31e
TRL	Technology Readiness Level
UAV	Unmanned Air Vehicle
UHF	Ultra High Frequency
URN	Underwater Radiated Noise
US	United States
VECTAC	Vectored Attack
VHF	Very High Frequency
VM	Value Management
WIW	Work in Way

ANNEX A – INITIAL OUTLINE PROPOSAL AND PLAN OF INTENT FOR T31E DELIVERY

Objectives. The MOD would like to understand how the Industry respondent plans to meet the T31e challenges as stated at the start of this RFI and the Key Characteristics at Annex F:

- 6 TOP MESSAGES**
1. Deliver 5 ships, with first entry into service from 2023;
 2. Meet the price of £250m per ship, including your development costs, risk and profit, whilst minimising the GFX burden and cost of ownership to the MOD;
 3. Accept a firm price contract for a first order of five ships;
 4. Maximise the UK prosperity footprint and export potential of your offering, without compromising on cost and time;
 5. Develop as much adaptability, modularity, openness, and agility within your proposals. This should be a ship that navies around the world want to own; and
 6. Achieve a UK focused Design and Build Strategy that maximises UK content.

Key elements of response.

Initial responses in the form of an outline proposal should amount to no more than 10 pages and should primarily focus on how you plan and intend to meet the six top messages and Annex F outline characteristics, together with the additional criteria set out below, providing supporting evidence where you consider this relevant to your proposal. These responses may refer to a specific candidate design for T31e or designs that you are considering.

Please ensure you complete the VM Sprint 1 Annex A cost return document in your response to Annex A.

Additional Proposal Criteria

In addition to, or as part of, your response, the additional information requirements to consider and return responses on include:

- **Deliverability** – How your proposal will demonstrate that you can meet the cost and schedule challenges, identifying any associated assumptions. You may wish to expand on industrial partners or approaches, either potential or already chosen, in this section. We also request that you provide your views on what you consider to be the likely programme and delivery challenges on the supply side and the MOD side;
- **Cost** – How your proposal will achieve or better an average price of £250M per ship for a 5 ship programme, with a high level cost breakdown including development costs, risks and profit. You should identify any GFX assumptions and provide an overview of likely cost drivers with a strategy to address them;

- **Risks/Opportunities, Caveats and Dependencies.** A high level plan should be provided to support your proposal.

Further engagement/decision making.

You may also wish to propose key elements of further engagement with, or decision making by, the MOD that you consider to be necessary in order to improve the viability of your proposal.

Further Value Streams (final response)

Whilst not essential for the initial response to this RFI, you may wish to indicate how you would intend to manage the full scope of the proposed project 'value streams' which include the Deliverability and Cost themes listed above plus those outlined below. For the final submission, a fuller response on each value stream will be required.

- Capability – How your proposal will deliver capability as per Annex F;
- Cost of Ownership – How the proposed design has been/will be influenced to accommodate, and reduce the through life cost;
- Exports – How you have maximised the export potential of your proposal.
- UK Prosperity – How the proposal maximises the UK prosperity footprint;
- Adaptability – How your proposal supports opportunities for future capability insertion and the sensitivity of your proposal to further change;
- Sovereignty – How your proposal ensures Freedom of Action and Assured Capability through life;
- Military/Civilian Standards for Quality and Safety – How does your proposal plan to achieve a pragmatic balance between Military and Commercial standards.

Consortium Membership

If you are part of an industry consortium, or intend being part of a yet to be determined consortium as lead or risk bearing partner, identification of the principal or prospective industry participants within your team, their respective contributions and the degree to which each is a full risk-bearing member will also be required.

ANNEX B – REQUESTS RELATING TO SHIP DESIGN PHILOSOPHY AND MATURITY

In-order to understand the basis of your proposed design, please provide information on the following.

	Information Requested
Maturity Assessment	An assessment of the proposed design against the maritime system maturity levels as described in MAP 01-120. (Which can be found here: http://dstan.uwh.dif.r.mil.uk/toolset/maps/MAP%2001_120%20Iss%207-U.pdf)
Design History and Philosophy	An understanding of the overall philosophy of the design, its history and drivers to the current design solution, and sensitivity to change.
General Arrangement	A 2D General Arrangement indicating i. Compartment use and gross area (m ²); ii. Tanks and Watertight subdivision; iii. Other information such as (Fire and CBRN boundaries)
Dimension and Displacement constraints	Confirm the vessel Principal Dimensions (as requested in Pricing Schedule): i. Length Waterline LWL (m); ii. Length Overall LOA (m); iii. Beam Waterline BWL (m); iv. Maximum Beam (m); v. Draught T (m), at both design condition and deep displacement with all margins consumed; vi. Hull Depth D (m); vii. Air Draught (m). iii. Deep Displacement, at both start of life and with all margins consumed
Weight Breakdown	Details of the weight and centres breakdown at 2 or 3 Digit Level (ideally in accordance with MAP 02-900 Part 6, Chapter 7) as described in the price schedule, including details of any margins applied for design, manufacture and through life growth
Power and Propulsion Architecture	A description of the Power and Propulsion (PandP) System Architecture detailing: i. Configuration; ii. Modes of operation (standard and reversionary); iii. Voltage and frequencies of the power generation and electrical distribution systems including applicable standards.
CS Architecture	An overview of the Combat System Architecture highlighting key elements such as: i. The scope of the CS equipment proposed; ii. Details of where you have integrated and delivered this configuration into service; iii. Details of the resilience/ survivability features adopted in the CS architecture. iv. Identify any low TRL CS equipments; v. Details of the level of security classification the CS will be/ has been accredited to and can support concurrently and what security enforcing functions / mechanisms are required; vi. Details of the Open System features (modularity, flexibility, scalability) and standards the architecture adopts and details of where this has been delivered into service; vii. Details of which parts of the CS (and ship) are/ will be subject to ITAR and if the required licences are in place for all parties delivering your whole ship solution. viii. Details of the level of onboard and offboard operator and Command Team Training the architecture supports and where this has been delivered into service.
Build and CS Delivery/ Outfitting	Details of proposed build strategy, outfitting, commissioning and trials including combat system integration.
CS Integration	Details of your approach to CS Integration: i. which standards are adopted; ii. if you propose a shore reference facility; iii. Will these facilities be available to provide support to T31e throughout its service life.
Adaptability	Detail any provisions within the design, to adapt or re-role once built (excluding any through life growth margins).
Vulnerability Reduction	Details on the: i. Level of shock protection inherent in the design (detailing any difference in provision for); [Float and Emergency systems], [Move at Full Speed and Reduced Speed if different] , [Fight Self Defence and Other systems if different] ii. The design philosophy for separation or redundancy of the design of key systems; iii. Personnel and key compartment protection (ballistic and fragmentation) included within the design; iv. Any blast protection.

	Information Requested
Manning	A description of the crew numbers proposed and accompanying operating philosophy indicating any dependency upon automation within the design.
Support	Details of the proposed support solution and any features within the design to reduce through life costs.

ANNEX C – SPECIFIC TECHNICAL INFORMATION REQUESTS

Any additional information provided in response to this section will be used to support our engagement with you during value management and will assist in refining requirements.

How the RN intends to operate the class and the roles they will be undertaking are described in the capability context and key characteristics. The structure of the table below is based on the RN's current operating philosophy. This is not intended to constrain proposed solutions and the MOD is interested in any alternative solutions.

	Information Requested	
Situational Awareness	Active Radar Surveillance	Details of the proposed Surveillance Radar, any integrated secondary functions such as IFF and weapon guidance.
	Passive Radar Surveillance	Details of the Radar ESM you are proposing
	Active Sonar Surveillance	Details of any active/passive sonar to detect submarines, including how an active hull-mounted sonar could be integrated.
	Intelligence	Details of any compartments / antenna locations within the design specifically to host intelligence equipment and the standards have been used to design / build these compartments
	Other	Details of other equipment that will contribute to Situation Awareness.
Compile Tactical Picture	Details of the Command and Control system. How many operator positions the system can support and any reversionary positions available within the ship design.	
Navigate	Details of the Navigation and Bridge systems you are proposing	
Communicate Internally	Details of the Internal Communication Architecture, the level of integration with the external communication subsystems (including CCTV), its scalability and equipment/ user devices proposed. Provide details on the level of classification that can be supported and any partitioning proposed.	
Communicate Externally	Details of the External communications architecture / systems, including Underwater Communication subsystems and what standards/ requirements have been used to drive this configuration. What Data Link systems and Military Messaging Systems are included and which standards have been adopted / assumed?	
Use Weapons and Countermeasures	Details of the standards used for design relating to Ordnance, Munition and Explosives. Details of the types and quantities of ammunition that can be embarked and supported within the design and the rationale for the numbers/ size proposed.	
	Use Ballistic Weapons	Details of all ship Gunnery systems. Details of the intended use of guns within the design to engage surface, land and air threats. Details of the (gun system and smart munitions) targeting / spotting equipment and control systems (all calibres affected) Details of any specific storage/ handling facilities required to embark and operate the ammunition.
	Use Anti-Air Missiles	Details of equipment you propose for engaging air threats.
	Use Anti-Ship Missiles	Details of helicopter launched and any ship launched systems and numbers
	Use Torpedoes and Depth Charges	
	Use Defensive Countermeasures	Details of proposed above water and below water defensive countermeasure systems
Operate Helicopters	Launch and Recover Helicopters	Details of the types of helicopter that the flight deck is designed for (launch and recovery), the standards used, and any key equipment assumed Detail of Helicopter Launch and Recovery (LandR) arrangements, the sea state and heading limitations on LandR (detailing any assumptions on criteria used, vessel speeds, active or passive stabilisation systems and loading conditions).
	Ship to Air Interfaces	Details of the types of helicopter that the hangar is designed for and the Standards used. The level of maintenance and refuelling that can be conducted on the Helicopter including details of dedicated facilities and stores.
Operate Boats	Launch and Recover Boats	Detail of boat Launch and Recovery (LandR) arrangements, the sea state and heading limitations on LandR (detailing any assumptions on criteria used, vessel speeds, active or

	Information Requested	
		passive stabilisation systems and loading conditions). Please state maximum launch weight, and whether this includes ammunition and man-riding.
	Ship to Boat Interfaces	Details of number and type of sea boats that can be carried: i. Their carrying capacity in terms of both weight (kg) and number of personnel; ii. The principal characteristics of the sea boats;
Embark and Store Emergency Relief Stores (ERS)	Please provide comment on the ability of the vessel to embark, store, and disembark relief stores in addition to the ships stores required for a deployment.	
Float	Indicate the intact and damage stability standards used in the design, and details of any tailoring required. For the damage condition please also indicate: i. The number of compartments simultaneously flooded; ii. The vertical and horizontal extents of damage assumed; iii. Number of damage cases considered, methodology used in selecting damage cases and which cases have been found to drive damage stability; iv. Details of loading conditions assumed, including details of design life assumed and margins applied expressed as a percentage of the lightship weight and Vertical Centre of Gravity (VCG)	
Fuel Range and Endurance	The vessel Range @12 kts and 15kts (including the assumed hotel load, sea state, wind, loading condition, margins, fouling, useable fuel and propulsion machinery configuration assumed). Confirm the Maximum range at a stated most economical speed if different.	
Speed	The vessel Maximum speed through water (including the assumed sea-state, wind, loading conditions, margins, fouling and prime mover operating limits as % of Maximum Continuous Rating (MCR))	
Manoeuvrability	Please state if any manoeuvring analysis has been conducted for the design, and if so, the key characteristics	
Accommodate Personnel	A breakdown of the accommodation by rank and occupancy (e.g. single, twin or multiple occupancy cabins) indicating where appropriate any design standards used: i. Crew accommodation; ii. Any training margin or surge capability; iii. Austere accommodation.	
Provide Hotel Services	The hotel load assumed for different operating states, and also design, build and in service margins assumed/available	
Fire Fighting and Damage Control	A description of the design philosophy of the fire fighting and damage control systems, identifying: i. Damage control and firefighting zones and stations; ii. First response and Second response firefighting provisions, and the design standards used. iii. Damage control stowage provisions. iv. Standards assumed for the use of materials to reduce fire hazard (such as DefStan 02-747 or SOLAS)	
Evacuation and Abandonment	The arrangements for the escape, evacuation and abandonment of the vessel and the design standards used.	
Mission endurance	The number of days' endurance for consumables (excluding ammunition and POL) and the level of crewing assumed.	
Store Aviation Fuel	The Gross tank volumes for Aviation fuel and POL Stowage.	
Operating Environment	Design maximum and minimum sea water and air temperatures at full functionality and performance, and anticipated degradation at extremes. Design internal air temperatures, and the design philosophy for equipment cooling outside of machinery spaces.	
Design life	Confirm the Vessel's design life and through life growth margin within the design expressed as a percentage of the lightship weight and Vertical Centre of Gravity (VCG).	
Maintainability	Evidence that the Cat A and CAT B maintenance requirements can support the anticipated Mission Profiles and that the Cat A maintenance burden is within the estimated departmental maintenance budgets, supported by the following information: 1. Details of the initial support package, in particular: i. Scope of technical documentation produced; ii. Initial training iii. Initial spares provision and test equipment carried on board; 2. Detail of provision made within the proposed solution for: i. Removal routes and access for maintenance; ii. Any known obsolescence issues; iii. On board defect reporting, condition monitoring and maintenance support systems.	
Signatures	Details on any signature management/reduction features for: i. Radar Cross Section; ii. Infra-red; iii. Underwater Radiated Noise; iv. Electromagnetic signatures.	

	Information Requested
CBRN Protection	Provide details on the provision of collective protection of the internal spaces: i. Identifying any citadel or sub-citadel boundaries and any spaces excluded; ii. The design philosophy for access and egress to the vessel identifying relevant airlocks and/or cleansing stations. iii. Identify any CBRN detection systems/ equipment that are required and their level of integration into the platform.
Human Factors	Detail the human factors considerations in the proposed design including the anthropometric range assumed, in particular: i. workstation requirements ii. clear deck heights iii. passageway widths iv. maintenance envelopes v. accommodation needs (cabins, wetspaces and communal areas).
Safety	Provide details of how Key hazard certification has or could be achieved, providing detail of: i. classification society notations applicable to the design (including flag state authority). ii. The Recognised Organisation under which Certification was/ would be achieved: iii. The design standards and commentary on equivalence to identified standards where different from those in Section 6.3.1
Environmental Protection	Indicate the extent of compliance with current and future international environmental legislation (to year 2023), in particular: i. MARPOL (all applicable annexes noting requirements of JSP 430 part 2); ii. KYOTO, Montreal Protocol and F- Gas regulations; iii. Hong Kong Convention; iv. Control of Harmful Anti-Fouling Systems on Ships (AFS); v. International Convention on Control and Management of Ships' Ballast Water and Sediments (BWM); vi. REACH; vii. RoHS.
Ship-to-Shore Interfaces (Berthed)	Detail whether the platform includes a crane indicating: i. Outreach and areas of the ship that the crane can service; ii. The safe working load (SWL); iii. Any capability for lifting ammunition; iv. Any other features such as heave compensation.
Ship-to-Ship Interfaces (Replenishment at Sea)	Provide details of ability to receive stores, ammunition and fluids via VERTREP (Vertical Replenishment at Sea) and abeam Replenishment at sea, including strike down points.
Control and Monitoring	Please provide details of your control and monitoring system, If a centralised platform management system is proposed, please identify: i. Original Equipment Manufacturer (OEM); ii. What functions the PMS is intended to control and monitor iii. How software in system is to be assured in accordance with IEC 61508, or other equivalent (please detail) standard. iv. Provision of reversionary control and monitoring v. How software safety is to be assured, noting requirements of NAN 02/2016

ANNEX D – PROGRAMME MANAGEMENT & COMMERCIAL REQUEST

Management

In order to understand the viability of your proposal please provide the following information, noting that the MOD are keen to understand any areas where innovation or challenge can be brought to bear to reduce the cost associated with these elements.

	Information Requested
Schedule	Industry is requested to provide an Indicative schedule to demonstrate how PASE can be achieved by 2023.
	The schedule should: Highlight key Reviews, phases of activity, decision points and milestones. Reflect the Work Breakdown Structure. Have a supporting Resource Profile
Assurance	Please provide information of how you can provide the MOD with assurance that: i) Maintaining progress against cost and schedule; ii) Managing Change or variation, including cost; iii) Trends in Risk and Issues are being managed. iv) The required Capability is being delivered
Acceptance off Contract	Please provide information of how you can provide the MOD with a cost effective and timely approach to achieve acceptance off contract.
Governance	Governance processes in support of the overall project including: i) Project Management; ii) Customer Management; iii) Commercial Management; iv) Technical Management; v) Supply Chain Management vi) Production Management; vii) Quality Management.
Project Management	Please summarise your approach against recognised Project Management standards & processes including Work Breakdown Structure etc, giving an indication, if possible, of the size and make-up of your team for the Type 31e Procurement phase.
DAREO	Please provide any Dependencies, Assumptions, Risks, Exclusions or Opportunities associated with the proposal.
New to Service elements	Where there is new to service equipment please highlight any: i) Shore Integration facilities; ii) Reference sets; iii) STTE; iv) Training; or v) Royal Navy Qualification (including ammunition); that may be required.
Initial Provisioning	ILS Initial Spares Equipment and Systems Training for individuals within each ship, including training the trainers Technical Documentation

Commercial

	Information Requested
Procurement Timetable	Provide suggestions where processes could be omitted or changed to help meet the aggressive procurement timetable.
GFX / ITAR	Confirm the extent, and specific details, of the provision of GFX or ITAR material that has been assumed in your proposal.
Supply Chain	Please include how you propose to manage your supply chain. Please also indicate what percentage of UK suppliers you would hope to make up your total supply chain for this programme.
IPR	Please indicate what your expectation will be for IPR ownership in relation to the design rights of the T31e ship.
Exports	Please provide an initial proposal on how you will promote exportability.

ANNEX E – PRICING SCHEDULE

The pricing schedule has been created to allow industry participants to complete an array of cost information as set out below:

Sheets	Completed Returns	
	<i>Highly Desirable</i>	<i>Desirable</i>
001-High Level Cost Return	✓	
002-Capability Cost Drivers	✓	
003-Top 10 Elements	✓	
004- Assump,Caveat,Excl.,Risks	✓	
005-Design Parameters	✓	
New to Service Equipment		✓
Non-UK Equipment & Labour		✓
Land Based Integr. Facility		✓

Please complete the RFI Cost Return template as part of your response to the second RFI submission.

ANNEX F – T31E KEY CHARACTERISTICS DESCRIPTION



Overview

The T31e programme aims to deliver a pipeline of credible, affordable and exportable warships enabling Defence to increase its global footprint, maintain volume in the Royal Navy, and release ‘high end’ warships from baseload tasks. The T31e is also the primary means of realising the National Shipbuilding Strategy’s (NSbS) benefits, including transforming warship programme governance and industrial performance. The threshold requirement is focussed on maritime security and defence engagement tasks.

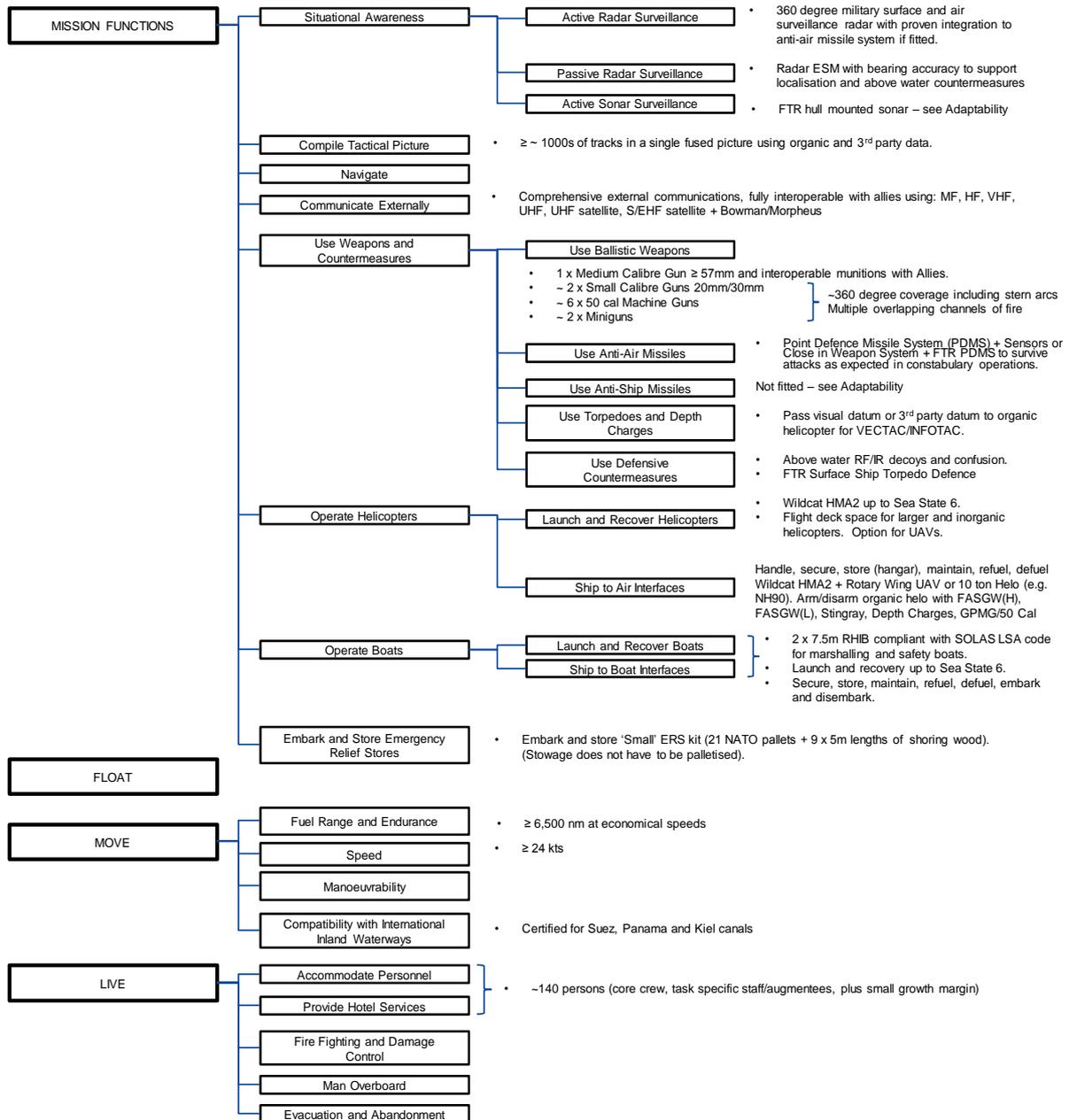


Figure 1 – Whole Ship Key Characteristics (1 of 2)

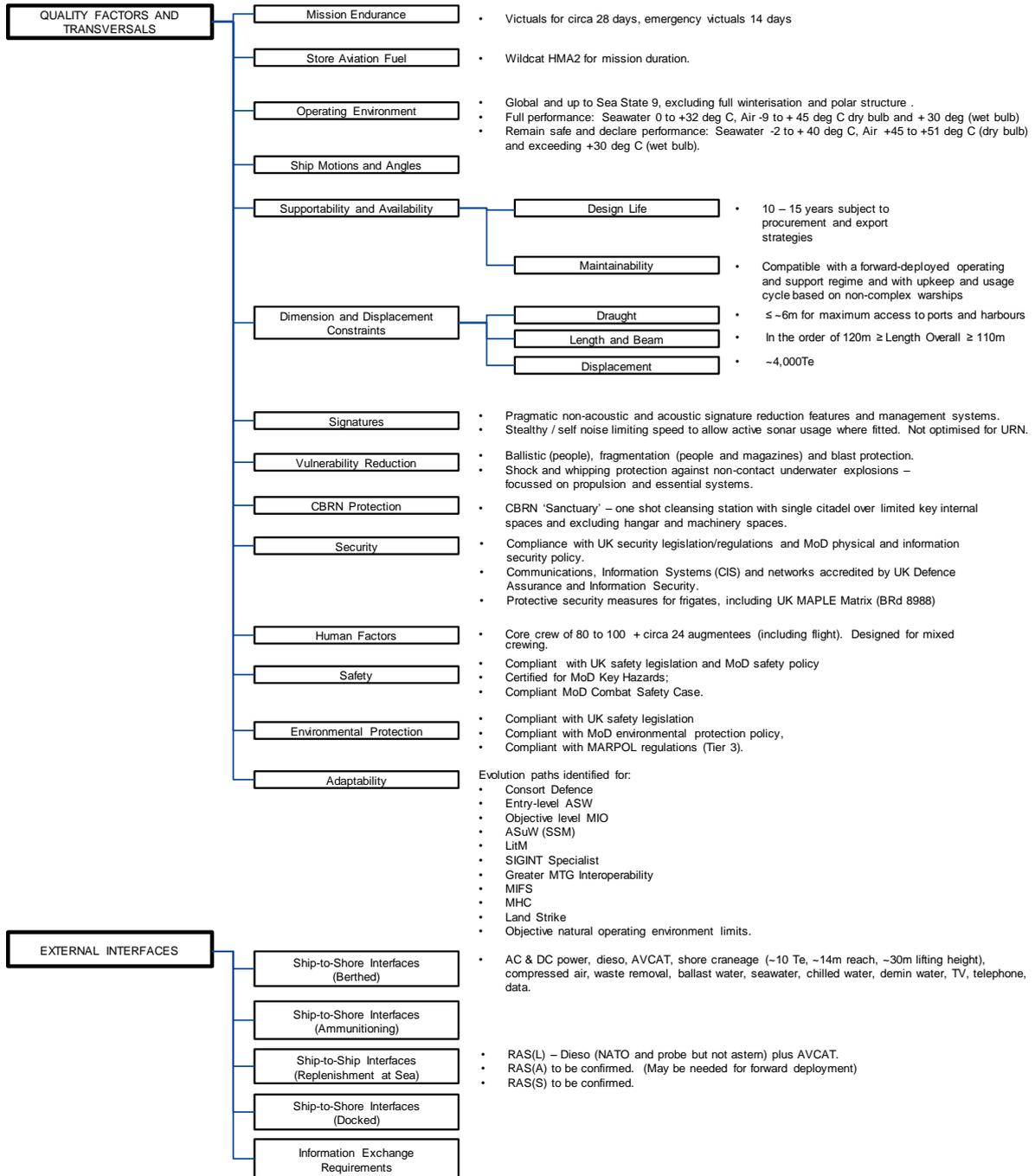


Figure 2 – Whole Ship Key Characteristics (2 of 2)

ANNEX G - CONFIDENTIALITY AGREEMENT FOR THE REQUEST FOR INFORMATION AND VALUE MANAGEMENT EXERCISE FOR THE TYPE 31E PROGRAMME

THIS CONFIDENTIALITY AGREEMENT is dated _____

Parties

- A. The Secretary of State for Defence (the “**Authority**”)

- B. [*company name* - _____] incorporated and registered in [_____] with company number [_____] whose registered office is at [_____] and whose principal working office is at [_____] (the “**Contractor**”)

The above parties are collectively referred to as the “Parties” or “Party” (individually).

Background

- A. The Parties intend to enter into discussions relating to the Purpose which will involve the exchange of Confidential Information between them.

- B. The Parties have agreed to comply with this Agreement in connection with the disclosure and use of Confidential Information.

It is hereby agreed as follows:

- 1. DEFINITIONS AND INTERPRETATIONS
 - 1.1 “**Agreement**” means this Confidentiality Agreement;
 - 1.2 “**Business Day**” means any day excluding Saturdays, Sundays, or public or statutory holidays in the UK’;
 - 1.3 “**Confidential Information**” has the meaning given to it in clause 2;
 - 1.4 “**Disclosing Party**” means a Party to this Agreement when it discloses its Confidential Information, directly or indirectly, to the other Party;
 - 1.5 “**Effective Date**” means the date that this Agreement is executed and set out above;
 - 1.6 “**National Ship Building Strategy**” means the Government’s strategy for warship shipbuilding, as explained in further detail in Annex A;
 - 1.7 “**Purpose**” means the completion of the Request for Information (ref xxx) and gathering of data to inform the Value Management phase of the Type 31e Programme;

- 1.8 **“Receiving Party”** means a Party to this Agreement when it receives Confidential Information, directly or indirectly, from the other Party;
- 1.9 **“Representatives”** means in relation to each Party:
- 1.9.1 its officers and employees that need to know the Confidential Information for the Purpose;
 - 1.9.2 its professional advisers or consultants who are engaged to advise that Party in connection with the Purpose;
 - 1.9.3 its contractors and sub-contractors engaged by that Party in connection with the Purpose; and
 - 1.9.4 Any other person to whom the other Party agrees in writing that Confidential Information may be disclosed in connection with the Purpose;
- 1.10 **“Type 31e Programme”** means the programme for the Secretary of State for Defence to procure at least 5 Type 31e General Purpose Frigates; and
- 1.11 **“Value Management”** means a systematic team based collaborative approach to maximise outcome from limited resources. Value management will be used to maximise capability against a fixed cost and time programme, whilst factoring in broader value propositions to ensure future capability expansion beyond initial procurement and a significant contribution to UK prosperity through exports.

2. CONFIDENTIAL INFORMATION

- 2.1 Confidential Information means all confidential and/or proprietary information and trade secrets relating to the Purpose which the Disclosing Party directly or indirectly discloses to the Receiving Party before, on or after the Effective Date and shall include:
- 2.1.1 any technical, financial or commercial information including (without limitation) specifications, drawings, designs, samples, models, equipment, computer software and knowhow which is in written, other visual or machine readable form, including reproduction thereof; marked as Proprietary
 - 2.1.2 information which is disclosed orally and confirmed at time of disclosure marked as Proprietary
 - 2.1.3 information which is observed by any Party during a visit to the facility of another Party in connection with the Purpose and which is identified or designated (i.e. orally or in writing, or by notice) as being Proprietary Information;
 - 2.1.4 any information which can be obtained by examination, testing or analysis of any hardware or material substance or any component part of such hardware or material substance provided by the Disclosing Party even though the requirements in clause 2.1.1 for marking and designation have not been fulfilled; and
 - 2.1.5 any information, findings, data or analysis derived from Confidential Information,
- but excludes any information referred to in clause 2.2.
- 2.2 Information is not Confidential Information if:
- 2.2.1 it is or becomes generally available to the public through no breach of this Agreement;

- 2.2.2 it is already known to the Receiving Party and can be shown to be in its possession without restrictions on disclosure or use at the time of disclosure by the Disclosing Party;
- 2.2.3 it is subsequently received by the Receiving Party from a third party that has lawfully received such information and is not under a similar non-disclosure obligation to the Disclosing Party; and
- 2.2.4 It is independently developed by or for a Receiving Party without reference to Confidential Information disclosed hereunder.

3. CONFIDENTIALITY OBLIGATIONS

- 3.1 In consideration of the Confidential Information supplied by the Parties under this Agreement, each Receiving Party undertakes that it will protect the confidentiality of the Confidential Information of the Disclosing Party by:
 - 3.1.1 keeping the Confidential Information to itself and not disclosing any Confidential Information to any third party or any Party not participating in the Purpose without the prior express written consent of the Disclosing Party;
 - 3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;
 - 3.1.3 not directly or indirectly disclosing any Confidential Information to any employee, officer, contractor, consultant, agent or adviser engaged in or by the Receiving Party unless he/she has a reasonable need to know such information in connection with the Agreement in which the Receiving Party is a recipient and unless such person has undertaken not to disclose to others, nor to use such information, for other than said Purpose.
 - 3.1.4 returning immediately to the Disclosing Party all copies of all Confidential Information disclosed to it hereunder upon notice requesting the same given in circumstances where the relevant Receiving Party is in breach, or the Disclosing Party reasonably believes that the Receiving Party may be in breach, of its obligations hereunder or where there is a conflict of interest; and
 - 3.1.5 not copying, reproducing or reducing to writing or otherwise recording any part of Confidential Information except as strictly necessary for the Purpose and, upon request of the Disclosing Party, returning all Confidential Information to the Disclosing Party or, at the Disclosing Party's election, destroying or deleting such Confidential Information and certifying such destruction or deletion to the Disclosing Party provided that the Receiving Party shall not be obliged to return or destroy any such Confidential Information where it has continuing rights to use the same. Until returned, destroyed or deleted, any such copies, reproductions, reductions to writing and records shall be the property of the Disclosing Party.
- 3.2 Where any particular Confidential Information is considered by a Disclosing Party to be of special commercial sensitivity, that Disclosing Party may notify the Receiving Party in writing that further re-disclosure, even to another Party, is prohibited or will be subject to special restriction, and in such cases such prohibition or restriction shall be observed. This provision shall be used with discretion and shall not be implemented so as to impair or prejudice the collaborative intent of the Parties. The Confidential Information affected shall be marked and labelled by the Disclosing Party to reflect this special restriction.

- 3.3 Where the Receiving Party receives Confidential Information other than from the original Disclosing Party, that Receiving Party shall treat that Confidential Information as though received from the original Disclosing Party.
- 3.4 Each Party (where acting as a Disclosing Party) warrants that it has the rights to disclose and permit the use of the Confidential Information disclosed by it pursuant to this Agreement for the purpose for which it is disclosed.
4. PERMITTED DISCLOURE
- 4.1 The Receiving Party may disclose the Confidential Information to its Representatives (who have a need to know) on the basis that it:
- 4.1.1 informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and
- 4.1.2 procures that those Representatives comply with the confidentiality obligations in clause 3 as if they were the Receiving Party.
- 4.2 The Receiving Party shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.
- 4.3 Neither Party shall be in breach of this Agreement where it can show that any disclosure of Confidential Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Disclosing Party shall ensure that the Receiving Party is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Agreement.
- 4.4 The Authority may disclose the Confidential Information:
- 4.4.1 on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
- 4.4.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement; and
- 4.4.3 to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions.
- 4.4.4 on a confidential basis to a professional adviser, consultant, customer friend or other person engaged by the entities set out in the attached letter, including benchmarking organisations in support of the Purpose.
- 4.5 Before sharing any Confidential Information in accordance with clauses 4.3 and 4.4 above:
- 4.5.1 the Authority may redact the Confidential Information. Any decision to redact information made by the Authority shall be final; and
- 4.5.2 the Receiving Party shall, to the extent possible, first given prior written notice to the Disclosing Party and use reasonable endeavours to oppose, minimise and protect the Confidential Information in connection with such disclosure.

4.6 The Authority shall not be in breach of this Agreement where it can show that any disclosure of Confidential Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the “**Act**”) or the Environmental Information Regulations 2004 (the “**Regulations**”). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Confidential Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Confidential Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Confidential Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

5. RIGHTS

5.1 Unless otherwise agreed in writing by the Disclosing Party:

5.1.1 the disclosure of Confidential Information to a Receiving Party shall not cause it to have any rights for use or otherwise with respect to the same save in respect of the Purpose;

5.1.2 the Parties understand and agree that a Receiving Party does not acquire by implication or otherwise any right in, or title to, or licence in respect of Confidential Information;

5.1.3 neither Party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information; and

5.1.4 a Receiving Party shall not, directly or indirectly, as agent or principal, utilise any Confidential Information obtained from a Disclosing Party under this Agreement to develop, distribute, sell or resell new products or provide new services competitive with the related products or services of a Disclosing Party.

5.2 Each Party shall:

5.2.1 abide by and, comply with, all applicable international import and export control rules, laws and regulations governing the information disclosed under this Agreement; and

5.2.2 be responsible for ensuring that it complies with all relevant export and import licensing requirements including the United Kingdom Export Control Act 2002 and the United States International Traffic in Arms Regulations (“**ITAR**”). The provision of any information for which an export or import licence, or other controls, are required shall be identified and marked accordingly by the Disclosing Party at the time of disclosure, and disclosure, protection, use and handling thereof shall remain subject to such restrictions as may be imposed by the Disclosing Party’s government.

5.3 Nothing in this Agreement shall replace or prejudice any government security classification referenced on any part of the Confidential Information, and the Receiving Party undertakes to respect and observe any such classification and comply with all matters relating to it.

5.4 Subject to clause 5.3, this Agreement shall apply in lieu of the terms or conditions in any specific legend or restrictive statement associated with any Confidential Information disclosed under this Agreement.

5.5 The disclosure of Confidential Information by the Parties shall not form any offer by, or representation or warranty on the part of, that Party to enter into any further agreement with the other Party in relation to the Purpose.

6. INADEQUACY OF DAMAGES

6.1 Without prejudice to any other rights or remedies that each Party may have, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the other Party. Accordingly, each Party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this Agreement.

7. GOVERNING LAW

7.1 This Agreement and any dispute arising out of or in connection with it shall be governed by _____ and construed in accordance with the Laws of England, and the Parties agree to submit to the exclusive jurisdiction of the English Courts.

8. DISPUTE RESOLUTION

8.1 Save where a Party seeks an injunction in relation to the disclosure of Confidential Information, the Parties will attempt in good faith to resolve any dispute or claim arising out of or in connection with this Agreement through negotiations between the respective representatives of each Party having authority to settle the matter. Such attempts may include the use of any Alternative Dispute Resolution procedure on which the Parties may agree.

8.2 In the event that the dispute or claim is not resolved pursuant to clause 8.1 within 30 Business Days of the dispute arising or within such other timescales as may be agreed between the Parties, the dispute shall be referred to arbitration.

8.3 The Party initiating the dispute shall give a written Notice of Arbitration to the other Party. The Notice of Arbitration shall state:

8.3.1 That the dispute is referred to arbitration; and

8.3.2 The particulars of the Agreement.

8.4 Unless otherwise agreed in writing by the Parties, the arbitration and this Agreement shall be governed by the provisions of the Arbitration Act 1996.

8.5 It is agreed between the Parties that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in section 39 of the Arbitration Act 1996.

8.6 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 connection with the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, with the agreement of all the Parties to the arbitration.

9. NOTICE

9.1 Notices under this Agreement shall be in writing in English and shall be deemed validly given if delivered by hand or post (recorded delivery with proof of posting or in the case of a notice to be sent overseas, by registered airmail) if sent to the individuals and addresses referred to in Clause 9.2 and shall be deemed to have been received if delivered by hand, at the time of delivery, or in the case of a notice sent by post as above, 72 hours after the date of posting.

9.2 The principal points of contact for the receipt of Confidential Information under this Agreement shall be:

For the Contractor

For the Authority
DES Ships Commercial
Ash OC #3016
MOD Abbey Wood,
Filton, Bristol, BS34 8JH
FAO T31e Commercial

10. DURATION

10.1 This Agreement comes into force upon the Effective Date. For all signatories, this Agreement shall remain in force until the conclusion of the Value Management Phase, on a date to be confirmed by the Authority, and shall terminate upon that date unless renewed by mutual written agreement of the Parties. Notwithstanding its earlier termination, the obligations and restrictions relating to the disclosure and use of Confidential Information shall remain in force for five years after termination.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties with respect to the Confidential Information and supersedes all previous communications, whether written or oral between the Parties, and no modification or amendment hereto shall be binding except by mutual consent in writing by the Parties.

12. GENERAL

12.1 This Agreement is not intended to be, nor shall it be construed as, a joint venture, partnership, teaming agreement or other such arrangement.

12.2 Nothing in this Agreement shall place any obligation on a Party to disclose Confidential Information, which is supplied at the entire discretion of the Disclosing Party.

12.3 No Party shall assign its rights and obligations under this Agreement without the prior written consent of all the other Parties unless for the purposes of corporate re-organisation, amalgamation or reconstruction.

12.4 No exercise or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power or remedy. Any variation of this Agreement shall be in writing and signed by all of the Parties.

- 12.5 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from under the Contracts (Rights of Third Parties) Act 1999.
- 12.6 Each Party shall perform its respective obligations under this Agreement without charge to the other Parties.
- 12.7 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement
- 12.8 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

Signed for and on behalf of
The Secretary of State for Defence

Name :

Title :

Date :

Signed for and on behalf of

[]

Name :

Title :

Date :



Steve Hyde
Type 31e Team Leader
Defence Equipment and Support
Ash 0C, Abbey Wood, Bristol, BS34 8JH



COMPLETION OF THE REQUEST FOR INFORMATION AND ENGAGEMENT IN SUPPORT OF THE VALUE MANAGEMENT PHASE OF THE TYPE 31E PROGRAMME

Dear Participant,

1. Following the recent publication of the Government's National Shipbuilding Strategy (NSbS) and formal launch of the Type 31e programme, the Ministry of Defence (MOD) is engaging the market on its procurement approach through the release of a Request for Information and a non-assessed Value Management Phase. Broadly, this work will focus on developing the value proposition for Type 31e.
2. The Value Management Phase will seek to explore how the market could form during a subsequent Competitive Design Phase as well as explore, develop and mature a Value Management Rule Set, Tool Set and Model with Industry. The key outcome will be an initial assessment of the design trades and outline programme parameters (costs, schedule, risks) of Type 31e which will inform the Pre-Qualification and tender process.
3. During this phase there will be a range of engagements with Industry, at various levels. This letter concerns engagement with the MOD and its representatives and advisers with the flow of information between the MOD and Industry that results, strictly controlled and protected. In this regard, the MOD will offer a Non-Disclosure Agreement.
4. Industry will be invited to engage in discussions and submit data as a part of the Request for Information to enable the MOD to develop an initial view of capabilities and capacity of UK industry, and the issues that MOD itself would need to address in order to progress into a Competitive Design Phase.
5. The core work will be led directly by the MOD (DE&S) using a dedicated "rainbow" team selected from suppliers currently operating within the UK Ships Naval Design Partnership (NDP). The MOD has also contracted a 'Customer Friend', [Houlder Ltd, Ocean House, 22 Cousin Lane, London, EC4R 3TE] providing support for Independent Commercial Ship Design. This allows the MOD to access relevant industrial expertise in a badgeless and "best for project" way. The operation of the NDP team will be governed by Non-Disclosure Agreements and sufficient contractual provisions related to conflicts of interest and the protection of information exist in the Customer Friend contract such that your information is protected from potential competitors but can contribute meaningfully to the overall Type 31e programme.
6. I hope that you will be willing to engage on the basis described.

Defence Equipment & Support