Single Source Contract Regulations 2014 Guidance
Chapter 2 Qualifying Defence Contracts

Purpose
1. The guidance in this chapter explains what is meant by a Qualifying Defence Contract (QDC) under the Defence Reform Act 2014 (DRA) and the related Single Source Contract Regulations 2014 (SSCR). It also explains how the DRA and SSCR may apply when a prime contractor holding a QDC places a sub-contract, defined in the DRA as a Qualifying Sub-contract (QSC).

2. In particular, this guidance explains:
   a. what defines a contract as a QDC;
   b. the specific types of contract that are excluded from being a QDC;
   c. how the MOD (through the Secretary of State for Defence (SofS)) can exempt a contract from being a QDC;
   d. how an existing contract that is not a QDC can become a QDC when it is amended; and
   e. what to do when QDC status is disputed.

3. This chapter has been created as definitive guidance for MOD Commercial Officers so “you” indicates an action on the Commercial Officer.

4. To assess whether you are dealing with a prospective or actual QDC you must read the guidance in this chapter 2. The guidance does not apply to other single source contracts (Non-qualifying contracts). If you assess that your contract is a Non-qualifying contract then you must read the Pricing of Single Source Non-qualifying contracts Commercial Policy Statement.

What is the Legal Framework?
5. The primary legislation applicable to QDCs is the Defence Reform Act 2014 (DRA). Section 14 of the DRA provides a legal definition of a QDC and Section 28 of the DRA defines a QSC.

6. The secondary legislation applicable to QDCs is the Single Source Contract Regulations 2014 (SSCR). Part 2 of the SSCR covers the detail in this chapter.

What is a QDC?
7. A QDC is a contract that falls within the scope of the DRA and the SSCR, and that the MOD has not exempted from being a QDC.
8. A contract is a QDC if it meets the following criteria:
   a. the contract is placed on behalf of the Secretary of State for Defence with a prime contractor for goods, works or services for defence purposes;
   b. the contract was entered into either:
      (1) after the ‘commencement date’ date of the SSCR but before 31 March 2015 and the contract value is £500,000,000 (£500M) (ex VAT) or above; or
      (2) on or after 31 March 2015 and the contract value is £5M (ex VAT) or above;
   c. the contract is to be placed on a single source basis (see Annex B); and
   d. the contract is not excluded from being a QDC (see paragraph 15).

9. A contract will be a QDC if it meets the above criteria irrespective of the pricing model you intend to use, for example firm or fixed priced, Target Cost Incentive Fee or ascertained costs.

10. If the contract meets the criteria of a QDC then it is subject to the provisions of the DRA and you cannot make an agreement with your contractor that it is not a QDC. If you proceed as if the DRA does not apply, you will be in breach of the Act and put the MOD at serious commercial and financial risk.

11. In exceptional circumstances a contract that meets the criteria of a QDC may be made exempt from the provisions of the DRA. Such an exemption can only be authorised by the MOD (SofS). The exemption process is described at paragraphs 18 to 20 below.

12. The consequence of being a QDC is that the DRA and the SSCR apply to the contract. The legal provisions give both parties certain rights, obligations and remedies (pre and post contract award) which are explained in the other chapters of this SSCR guidance. It is important you recognise that all of these rights and obligations are enforceable, even if you and / or the contractor fail to recognise the contract as a QDC, or act as if the contract is not a QDC.

13. You must use the criteria at paragraph 8 above, and guidance within this chapter, to assess if your contract is a potential QDC, and act accordingly. You must make this assessment at an early stage of the acquisition process as there are a number of actions you must take pre-contract which are set out in

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1 This includes all trading funds and executive Non-Departmental Public Bodies (eNDPBs) which contract on behalf of the Secretary of State for Defence.
2 As defined in Defence and Security Public Contracts Regulations (DSPCR) 2011 Part 1, Interpretations.
3 Defence purposes means the purposes of defence (whether or not of the United Kingdom) or related purposes.
4 The commencement date is expected to be mid December 2014.
5 See Annex A on how to assess the contract value.
paragraph 39. You may have to make this assessment on more than one occasion, if and when the circumstances of your procurement change.

14. You must keep a full and accurate written record of your assessment(s), recording why you assess the contract to be a QDC, or not. This record may be required for any referral to the Single Source Regulations Office (SSRO) in the event there is a dispute over the QDC status of a contract. You must also include details of your assessment in the Procurement Strategy (see paragraph 39).

**Contracts Excluded From Being a QDC**

15. The SSCR specify that contracts falling within the following descriptions are not QDCs:

   a. contracts with a foreign government, for example Foreign Military Sales (FMS) with the United States of America (USA);
   
   b. contracts made within the framework of a cooperative international defence programme. For example North Atlantic Treaty Organisation (NATO) Eurofighter and Tornado Management Agency (NETMA);
   
   c. any contract the purpose of which is wholly for one or more of the following:
      
      (1) the acquisition of land (including existing buildings and other structures, land covered with water), and any estate, interest, easement, servitude or right in or over land;
      
      (2) management or maintenance of any land, buildings or other structures; or
      
      (3) intelligence activities, which could include the collection, communication and processing of information required to maintain and defend the security and resilience of the procurer’s activities, infrastructure, and economic well-being, and influence and deter those who are hostile to that requirement. It will not cover contracts that are merely incidental to the carrying out of these activities.

16. There are no other exclusions under the SSCR. In particular you should note that contracts with overseas contractors and contracts placed under the law of another country are not listed as exclusions, and are QDCs if they fulfil the criteria at paragraph 8 above. If you believe your proposed contract meets the criteria for exclusion from being a QDC you must seek written agreement from Central Legal Service (CLS).

17. If you assess your contract is a QDC but you believe there is a valid reason for not treating it as a QDC, then you must follow the guidance below and seek an exemption.

**Exemption from QDC Status**

18. A contract is a QDC if it meets the criteria under paragraph 8 above, however in exceptional circumstances it may be appropriate to seek an exemption from QDC status.
19. The MOD values the rights and protections it obtains when a contract is assessed as a QDC. Therefore exemption from QDC status will only be considered when there are very good reasons. If you wish to seek an exemption you must escalate this to your 1* Commercial who will discuss the reasons for seeking an exemption with Director General (DG) Commercial. If it is agreed an exemption is appropriate you should complete the template at Annex C which must be signed by your 1* Commercial before submitting it to DG Commercial, who will seek approval for the exemption from the SofS. You must also inform the Single Source Advisory Team (SSAT) in writing that you have applied for an exemption in respect of your contract.

20. You must report any approved exemption to the SSAT. You must also formally advise your contractor in writing that the potential contract has been assessed as a QDC but is subject to an approved exemption from the DRA and SSCR.

**Contract Amendments**

21. A contract that did not meet the criteria at paragraph 8 on placement may become a QDC on amendment. Where the amended contract has a value of £5M (ex VAT) or above you can agree with the prime contractor that the amended contract will be a QDC in the following circumstances, as long as it also falls within the criteria at paragraph 8.a, 8.c and 8.d:

a. if you amend a contract on or after the commencement date of the SSCR, where that contract was entered into on a single source basis before that date; or

b. if you amend a contract on a single source basis on or after the commencement date of the SSCR, where that contract was entered into through competition either before or after that date.

**Amendment of a Single Source Contract Originally Placed Before the Commencement Date of the SSCR**

22. Where you agree under paragraph 21.a. the single source contract will become a QDC following amendment you will need to conduct a re-pricing exercise on the whole contract, not just the amendment. Therefore, where the contract amendment only impacts a proportion of the price, it is MOD policy not to convert the existing contract to a QDC.

23. Where you enter into such an agreement you must inform the SSAT in writing so they can undertake their role of compliance and completeness checks of Contract Reporting requirements under SSCR (see Chapter 5 Contract Reporting). You should also note:

a. the price for the entire contract must comply with the pricing provisions of the SSCR. You can find guidance on pricing contract amendments in Chapter 3 Pricing a Qualifying Defence Contract: The Cost Element and Chapter 4 Pricing a Qualifying Defence Contract: The Profit Element; and
b. the Contract Reporting requirements must also comply with the SSCR, however you should note these contract reports are required from the date of the amendment of the contract not the original contract start date. You should also review any existing contract specific reporting requirements you have and amend them accordingly to avoid duplication of those to be supplied under DRA. See Chapter 5 Contract Reporting for more details.

24. Where it is impractical to re-price the entire contract in accordance with the SSCR pricing provisions, but the contract amendment is for a significant new tranche of work, for example a follow-on production batch, you should consider placing this as a new, separate contract. This separate contract would be a QDC – assuming it meets the criteria at paragraph 8 above - and must be priced accordingly.

**Amendment of a Single Source Contract Originally Placed After the Commencement Date of the SSCR**

25. A single source contract placed after the commencement date of the SSCR which was assessed in accordance with the criteria at paragraph 8 above as being a non-QDC at the time it was placed, cannot be subsequently converted to a QDC on contract amendment.

**Single Source Amendment of a Contract Originally Let on a Competitive Basis**

26. Where paragraph 21.b applies you may seek to agree with the prime contractor that a contract originally let under a competitive process will become a QDC following single source amendment. However, in practice this is unlikely to be a practical proposition, since you would have to re-price the entire amended contract in accordance with the SSCR pricing provisions.

27. In such a situation, you could consider ‘terminating’ the competitively let contract for the work already completed. You must agree the consequences of this with the contractor before, or at the same time as, agreeing the terms of the ‘new’ single source contract for which work is yet to be carried out, and to which QDC status and therefore the DRA and SSCR will apply. You will need to follow the usual advertising rules for this new contract and publish a VTN as appropriate.

28. Where the action at paragraph 27 above is considered impractical then it is MOD policy not to convert the contract to QDC status. You should seek the advice of your Senior Commercial Officer if in doubt.
What is a Qualifying Sub-contract (QSC)?

29. A QSC can exist where a prime contractor or qualifying sub-contractor proposes to enter into a sub-contract and the proposed sub-contract involves the provision of anything for the purposes of a QDC or QSC. A legal definition of a QSC is provided in Section 28 of the DRA.

30. A sub-contract will be a QSC when:

   a. it is a contract placed by a prime contractor or qualifying sub-contractor where 50% or more of the value of the contract is required either for the performance of the QDC / QSC immediately above it in the contractual chain, or to enable the combined performance of that QDC / QSC and any other QDCs / QSCs (or prospective QDCs / QSCs) which the contracting counterparty\(^6\) (or associated undertakings) is party to (or might become party to);

   b. it is placed on a single source basis;

   c. it has a contract value of £25M (ex VAT) or more;

   d. it is assessed to be a QSC by the contracting counterparty and that assessment is properly notified in writing to the relevant parties\(^7\); and

   e. the contract is not excluded (see paragraph 15).

31. The contracting counterparty is responsible for assessing whether a prospective sub-contract is a QSC and this assessment must take place before entering into the sub-contract. They must keep a record of their assessment for inclusion in contract records required by the DRA and SSCR.

32. The SSAT will review that assessment and you may be asked by the SSAT to review the assessment and confirm the proposed sub-contract meets the requirements of a QSC. If you (or the prospective sub-contractor) disagree with the assessment then you (with the support of SSAT) may be required to liaise with the two parties to resolve the disagreement. If all parties subsequently agree that the proposed sub-contract would not be a QSC the assessment will be withdrawn.

33. In exceptional circumstances a contract that meets the criteria of a QSC may be made exempt from the provisions of the DRA. Where a prime contractor seeks an exemption from QSC status on behalf of a sub-contractor they must liaise with the MOD Commercial Officer who must follow the process described at paragraphs 18 to 20 above. Such an exemption can only be authorised by the MOD (SofS).

34. You should note that where a contract becomes a QDC under paragraph 21.a or 21.b, existing sub-contracts which the prime contractor has already

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\(^6\) Contracting counterparty is the prime contractor or qualifying sub-contractor depending on the contractual chain.

\(^7\) Where the prime makes this assessment the relevant parties will be the prospective sub-contractor and SSAT, where a qualifying sub-contractor makes the assessment the relevant parties will be the prospective sub-contractor, prime contractor and SSAT.
entered into, and which enable the performance of that contract, can never become a QSC.

35. Similarly with a new QDC, where a prime contractor intends to use an existing contract they are party to as a sub-contract to enable the performance of the new QDC, the existing contract can never become a QSC. However, where a prime contractor enters into a sub-contract(s) which is conditional on the MOD placing a QDC with the prime contractor, the sub-contract may be subject to the DRA and SSCR.

**Cessation of QSC**

36. Where a qualifying sub-contractor believes paragraph 30.a no longer applies to an extant QSC they can notify the SSRO in writing that they believe their contract has ceased, or will cease, to be a QSC. The notice must:

   a. be received by the SSRO no later than the QSC completion date;
   b. state the date at which the qualifying sub-contractor believes the contract ceased, or will cease, to be a QSC;
   c. explain why the qualifying sub-contractor has come to that view; and
   d. be copied to the other party to the QSC and to the SSAT at the same time that the SSRO is notified.

37. The SSAT may seek your view in relation to the cessation of the QSC and, within ten working days of receipt of the notice, may advise the SSRO in writing of any matters they consider the SSRO should take into account when deciding whether to overrule the qualifying sub-contractor’s notice.

38. The SSRO must decide if the QSC has ceased to be a QSC or not, and notify its decision in writing to the sub-contractor, the other party to the QSC and to the SSAT. The SSAT will inform the Commercial Officer of this decision.

**Placing a Qualifying Defence Contract**

**Pre-contract Award**

39. You must assess whether you expect the proposed single source prime contract to be a QDC and take the following steps leading to contract award.

   a. Procurement Strategy – you must refer to your assessment and the outcome in the Procurement Strategy. Where you have assessed the proposed contract does not meet the criteria of a QDC, for example you have CLS agreement of an exclusion, you must provide a full explanation. If the proposed contract is expected to meet the criteria but you are considering an exemption, you must state this and follow the guidance at paragraphs 18 to 20 above. Where you are seeking an exemption you should allow additional time in your procurement programme for the exemption process to minimise any delay with your procurement.

   b. Where you have assessed the proposed contract is likely to be a QDC you must inform your prospective contractor and the SSAT in writing.
c. Commercial Strategy - a QDC has specific requirements, for example for pricing and contract reporting, and you should refer to these in your Commercial Strategy.

d. Record Keeping – contractors are obligated to keep relevant records and allow the MOD access rights to examine those records for the purposes set out in the DRA and SSCR. The commencement of this obligation will generally be the earliest occurrence of an event listed under ‘Record Keeping’ of Chapter 6. As one of the events listed refers to the MOD providing written notice that negotiations have commenced you must read this guidance and take the appropriate action.

e. Tender Documentation – you must use DEFFORM 47ST Invitation to Tender (non competitive) and include the relevant QDC DEFCONs (800 series) in your tender documentation. The MOD Defence Conditions Guide provides guidance on the use of these DEFCONs.

f. Evaluating a Tender – in addition to following the guidance in the Tender Evaluation Commercial Policy Statement (CPS) when evaluating a tender for a QDC, you should also refer to the following guidance to ensure the tender complies with the requirements of the DRA and SSCR:

(1) Chapter 3 Pricing a Qualifying Defence Contract: The Cost Element and Chapter 4 Pricing a Qualifying Defence Contract: The Profit Element, which provide detail on the legal obligations of both parties during the price negotiation;

(2) Chapter 5 Contract Reporting; and

(3) Chapter 6 Open Book and MOD Audit Rights.

Post Contract Award

40. The DRA and SSCR place specific obligations on the MOD and contractors in terms of reporting and contract management. You must follow the guidance in Chapter 5 Contract Reporting during the life of the contract, which you should read in conjunction with the Contract Management CPS.

Disputes Over QDC / QSC Status

41. The DRA and SSCR provide both parties with a range of remedies to ensure compliance with the legislation. If you and your prospective contractor cannot agree on your assessment of a contract for QDC status you should seek advice from your senior commercial line manager in the first instance. If you require further guidance you should consult the Commercial Policy Help Desk.

42. If you cannot resolve your disagreement you should refer the matter to the SSAT in writing clearly stating the reasons for referral. The SSAT will refer this to the SSRO on your behalf and copy the referral to the proposed contractor. The SSAT will inform you of the outcome. You must not contact the SSRO directly.

43. You should follow the guidance in Chapter 12 Single Source Advisory Team (SSAT) on the process for MOD referrals to the SSRO.
44. At any time before entering into a contract the SSAT or the contractor / sub-contractor can refer the matter to the SSRO.

45. The SSRO will give an advisory opinion on whether they regard the contract a QDC or not (see Chapter 10 Compliance and Remedies).

46. If a prospective sub-contractor disagrees with the QSC assessment by the prime contractor they may, before the sub-contract is entered into, appeal in writing to the SSRO for a determination if the assessment was correct or not. They must send a copy of the notice of appeal to the prime contractor and SSAT.

Contacts, Training and Further Information

47. The Web Access Page for the DRA and SSCR contains a summary of the legislation, details of who you can speak to for advice, and what training is available. It also contains links to other chapters in the SSCR guidance and other relevant topics and information.

What are the key points to remember?

1. You must assess if your proposed contract is a QDC in accordance with the DRA and SSCR.

2. You must contract in accordance with the DRA and SSCR when your contract is in scope and you have not been granted an exemption. If your contract is a QDC but you proceed as if the DRA does not apply, you will be in breach of the Act and put the MOD at serious commercial and financial risk.

3. The MOD will only grant an exemption from the legal rights and protections of the DRA to a QDC in exceptional circumstances. Only the Secretary of State for Defence (via DG Commercial) can approve exemptions.

4. It is the prime contractor’s responsibility to assess whether any sub-contract they place in connection with a QDC or QSC is itself a QSC. It is also the prime contractor’s responsibility to inform the MOD and the sub-contractor of a positive QSC assessment.

5. In some circumstances a non-QDC may become a QDC on amendment, providing both parties agree.

6. If there is a dispute about matters which determine whether a contract is a QDC or QSC (e.g. the contract value), you may refer this to SSAT who will liaise with the SSRO. You must not contact the SSRO direct.
Annex A

How to Estimate a Contract Value for the Purposes of Establishing QDC Status

1. The contract value for the purposes of establishing QDC status is the total value of the proposed contract (ex VAT) which the MOD expects to pay under the contract. This will be:
   a. the value at the time you enter into the contract; or
   b. where a contract becomes a QDC by amendment, the value at the date of that amendment.

2. You are responsible for determining the value of the proposed contract in accordance with this guidance. In assessing the total contract value you must, where appropriate, take account of the following:
   a. any form of option. For this purpose you must take account of the likelihood that any given option will be exercised. If you consider it likely that an option will be exercised, you should include the value of that option in the total contract value; and
   b. any inflationary / deflationary effects on Allowable Costs likely to be included in the contract price.

3. You must also:
   a. exclude the value of any land, buildings, equipment, information, personnel or other resource to be provided by the MOD; and
   b. convert any foreign currency amounts payable under the contract to pounds sterling.

4. You must estimate your contract price as accurately as possible as this will determine if your contract meets the threshold for a QDC. Where your estimated price is borderline and it is not immediately clear if it meets the threshold you should refer to the Commercial Policy Help Desk for guidance in the first instance.

A Series of Single Source Related Contracts

5. Where the contract is one of a series of contracts entered into, or to be entered into, for the purpose of a requirement for goods, works or services over a period, you may determine the value by either:
   a. taking the aggregate value payable under the contract and all other contracts for that requirement which:
      (1) have similar characteristics to the contract; and
      (2) have been entered into in the 12 months immediately before the time of agreement,
and adjusting the amount to take account of any expected changes in quantity and cost of the goods, works or services to be provided in the 12 months starting at the time of the agreement; or

b. estimating the aggregate value of the contract and all other contracts, or proposed contracts which:

   (1) have similar characteristics to the contract; and

   (2) will be entered into in the 12 months starting at the time of the agreement.

6. Where the contract is for goods, works or services which are required for the sole purposes of a discrete operating unit within the contracting authority\(^8\), and that unit has the necessary delegation and authority to independently take a procurement decision, the aggregate value will only include contracts entered into, or proposed to be entered into, for the sole purposes of that unit.

7. You must not choose a valuation method described above, or any decision to enter into separate contracts, with the intention of excluding a contract from QDC status.

**Small Lots**

8. If the requirement is divided into several lots, each one the subject of a single source contract with the same contractor, and their aggregated price is above the threshold\(^9\), each single source contract will be subject to QDC status, irrespective of whether its individual price is less than the threshold.

9. You may choose not to apply QDC status to any lot(s) with an estimated price of less than £1M (ex VAT) if the aggregate price of the excluded lot(s) is less than 20% of the total price of all the lots.

**Framework Agreements**

10. When calculating the estimated price of a framework agreement you must calculate the maximum estimated price (ex VAT) of all the call-off contracts you envisage for the total term of the framework agreement.

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\(^8\) Contracting authority means a party to the contract which is or would be liable to pay the contract price.

\(^9\) The QDC threshold is £500,000,000 (£500M) for contracts placed on or after the commencement date of the SSCR to 30 March 2015, and £5M for contracts placed on or after 31 March 2015.
Annex B

Single Source Contracts

1. The SSCR provide specific guidance on what is considered to be a competitive process for a contract:
   a. you have either:
      (1) published a Contract Notice for the proposed contract in the Official Journal of the European Union (or elsewhere); or
      (2) invited one or more potential contractors, other than the prime contractor (and not associated with the prime contractor), to negotiate or provide offers in relation to a proposed contract;
   b. the material terms of the contract are wholly / substantially the same as those offered by the prime contractor in its tender or in negotiations relating to that proposed contract; and
   c. at the time of making its offer in respect of the contract, the prime contractor did not, or could not have, reasonably considered it likely that its tender would be the only compliant tender.

2. Where you have a contract with a prime contractor which was the result of a competitive process, any amendment to that contract is considered the result of competition if an equivalent test to that above is satisfied.

3. In relation to a framework agreement if you have:
   a. either:
      (1) published a Contract Notice in the Official Journal of the European Union (or elsewhere) to seek offers in relation to a proposed framework agreement; or
      (2) invited two or more potential contractors to negotiate or provide offers in relation to a proposed framework agreement;
   b. entered into a framework agreement with one or more framework contractors; and
   c. entered into a contract with a prime contractor, the award of a contract is considered to be the result of a competitive process if:
      a. the terms governing the price payable under the contract are in accordance with a framework agreement;
      b. the material terms of the framework agreement are wholly / substantially the same as offered by the framework contractor in their tender or negotiations in accordance with paragraph 3.a or 3.b above;
      c. at the time of making its offer for the framework agreement the framework contractor did not, or could not have, reasonably considered it likely that its tender would be the only compliant tender; and
d. where two or more potential contractors were invited to provide offers or negotiate for the framework agreement at least one contractor was not the prime contractor or associated with the prime contractor.

Or:

e. the terms governing the price payable under the contract are determined by a competition at the call-off stage between two or more framework contractors;

f. at least one of the framework contractors was not the prime contractor, or associated with the prime contractor;

g. the terms governing the price payable under the contract are wholly / substantially the same as offered by the prime contractor in the call-off competition; and

h. the prime contractor did not, or could not have, reasonably considered it likely that its tender would be the only compliant tender.

4. If paragraphs 1, 2 or 3 above applies to your contract or amendment it is considered to be a competitive process and the SSCR will not apply.

**Failure of competition**

5. When there has been a ‘failure of competition’ (as defined by the Public Contracts Regulations (PCR) / DSPCR) and you effectively place the contract on a single source basis it may not be immediately obvious whether the resultant contract can be considered a QDC.

6. It may be the case that there is sufficient evidence that the successful contractor did not consider, or could not reasonably have considered, it likely that it would be the only offer acceptable by the MOD, in which case the contract should not be a QDC.

7. However, there may be times when you believe the contract should be a QDC but the contractor does not. You should refer such cases to the Commercial Policy Help Desk after discussing it with your senior commercial line manager.
## Annex C

**Application for an Exemption from the Single Source Contract Regulations 2014**

### Part One

#### Background of the Requirement

[This can be a brief summary of your Commercial Strategy. Include the contract reference, contractor name, any timescale this request needs to be actioned by, and attach a copy of the Business Case]

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I confirm I have sought and followed relevant Policy and Legal advice where appropriate. I support the above request for exemption from the Single Source Contract Regulations 2014, which I consider to be valid and reasonable.

#### Reason for exemption

[Include your detailed rationale for exempting the contract]

#### Impact Assessment

[e.g. if exemption is approved, what is the impact on pricing methodology / contract price, related contracts, precedence, etc. and if exemption is not approved, what is the commercial / wider impact]

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(You must now forward this form to DG Commercial)
## Part Two [to be completed by SofS / DG Commercial ]

I approve / do not approve* this request for an exemption from the Single Source Contract Regulations 2014.

### Comments
[Reasons for approval / non approval / further info required for re-submission*]

Signed on behalf of the Secretary of State for Defence:
Name:
Position:
Date:

* delete as appropriate.