

**PURCHASE ORDER****Contract No:** 707512450**Contract Name:** Follow-On Report for the Pre-Concept Phase for Future Defence Support Services**Dated:** 18/04/2023

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to the applicable procurement threshold).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Deloitte LLP 1 New Street Square London EC4A 3HQ	Not applicable.

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contactor x To be Collected by the Authority <input type="checkbox"/>

Progress Meetings (Clause 14)	Progress Reports (Clause 14)
The Contractor shall be required to attend the following meetings: Subject: As set out in Annex B – Statement of Requirement Frequency: As set out in Annex B – Statement of Requirement Location: As set out in Annex B – Statement of Requirement	The Contractor is required to submit the following Reports: Subject: POAP Frequency: In advance of progress meetings, to be discussed at progress meetings Method of Delivery: E-mail Delivery Address: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

Payment (Clause 15)

Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: Leidos-FormsPublications@teamleidos.mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>The Commercial Officer detailed in the Purchase Order</p> <p>by the following date: 30th June 2023.</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Hannah Hawkins, Commercial Officer, Ministry of Defence, Defence Support

Address:
MoD Abbey Wood South
Large 3B
Bristol
BS348JH
Great Britain

Email: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name:
David Sullivan
Logistics Transformation | Warehouse Distribution Optimisation | Capability Exploitation
Ministry of Defence
Defence Support
Address:
MOD Abbey Wood
Bristol BS34 8JH

Email: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)

**9. Consignment Instructions**

The items are to be consigned as follows: as set out in the Annex B - Statement of Requirement

3. Packaging Design Authority

Organisation & point of contact: N/A

(Where no address is shown please contact the Project Team in Box 2)

**4. (a) Supply / Support Management Branch or Order Manager:**
Branch/Name:

(b) U.I.N. D1999A

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

5. Drawings/Specifications are available from:
N/A**11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement>

<p>6. Intentionally Blank</p>	<p>12. Forms and Documentation are available through *:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliffe Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) Applications via fax or email: LeidosFormsPublications@teamleidos.mod.uk</p>
<p>7. Quality Assurance Representative:</p> <p>Name: David Sullivan Logistics Transformation Warehouse Distribution Optimisation Capability Exploitation Ministry of Defence Defence Support Address: MOD Abbey Wood Bristol BS34 8JH</p> <p>Email: (REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>* NOTE</p> <p>1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.</p>

Contractor's Sensitive Information (Clause 5). Not to be published.

Description of Contractor's Sensitive Information:

Cross reference to location of Sensitive Information:

Explanation of Sensitivity:

Details of potential harm resulting from disclosure:

Period of Confidence (if Applicable):

Contact Details for Transparency / Freedom of Information matters:
 (REDACTED FOR SECURITY PURPOSES
 – OFFICIAL SENSITIVE)

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Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 28 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (Up to the applicable procurement threshold).</p> <p>(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)</p>	<p>B) Acceptance</p> <p>(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)</p>
<p>C) Effective Date of Contract:</p>	

SCHEDULE OF REQUIREMENTS FOR THE SUPPLY OF LIGHT FIDELITY AND AUGMENTED REALITY EQUIPMENT

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	N/A	In line with the Schedule of Requirements, delivery of a Project Plan	XX	N/A		1	£8,737	£8,737
2	N/A	N/A	In line with the Schedule of Requirements, delivery of Support Services Data Report	XX	N/A		Fortnightly Reports	£80,829	£80,829
3	N/A	N/A	In line with the Schedule of Requirements, delivery of an updated Scope of Requirement document	XX	N/A		1	£13,308	£13,308
4	N/A	N/A	In line with the Schedule of Requirements, delivery of an updated Commercial Strategy document	XX	N/A		1	£15,865	£15,865
								Total Firm Price	£118,739

Item Number	Consignee Address (XY code only)
Electronic Address	In line with the addresses contained in DEFFORM 111.



Strategic Command
Defence Support

Statement of Requirements

for

Contracting for a Follow-On Report from the

Pre-Concept Phase of the

Future Defence Support Services

Contract Reference: To Follow

V0.4

12 April 2023

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PURPOSE

The intent is to undertake a follow-on Report from the FDSS Pre-Concept phase (Nov 22 to 31 Mar 23) to analyse additional support services data¹, refine the scope for the Future Defence Support Services (FDSS) Programme, delivering an updated draft Programme Requirement Document and an updated draft Commercial Strategy by 30 Jun 23. It will set and shape expectations within the wider stakeholder community.

BACKGROUND TO THE REQUIREMENT

The FDSS Pre-Concept Follow-On Study requires an extensive support services data set as evidence for the key artefacts to underpin the Concept Development phase, starting on 13 Apr 23, to enable the timely submission of an SOC in Oct 23.

Key elements of the required data have not been available from all stakeholders and as such have not been provided with sufficient time to allow for full analysis.

This additional analysis is essential to inform and de-risk the FDSS Concept Development phase.

DEFINITIONS

A list of relevant definitions, acronyms and abbreviations is at Annex A.

SCOPE OF REQUIREMENT

The scope of this contract is to provide a Follow-On Pre-Concept Report by 30 Jun 23 including analysis of additional support services data, an updated Scope of the Requirements Document, and an updated Commercial Strategy for the FDSS Programme. The Report will inform the FDSS Concept Phase and the subsequent programme.

THE REQUIREMENT

The Requirement is laid out below for four deliverables:

SOR No	Task	Expected Output
001	Project Plan	A plan and draft schedule of the SOR deliverables to enable booking of MOD stakeholders, resources and access to sites where necessary. Please contain timescales and delivery dates of the SOR deliverables. A presentation on the above.
002	Support Services data Report	Fortnightly reports and presentations on the analysis of additional and/or unanalysed support services data provided by the Authority including completing improvements to the FDSS Data Model (PowerBI) and the impact on previous Pre-Concept Deliverables (Scope of Requirement and Commercial Strategy).
003	Following the analysis in SOR No 002 update the FDSS Scope of Requirement document	An updated FDSS Draft Scope of Requirement document in the light of data reports in SOR 002.
004	Following the analysis in SOR No 002 update the Draft FDSS Commercial Strategy	An updated FDSS Draft Commercial Strategy document in the light of data reports in SOR 002.

KEY REVIEW POINTS

The contractor is to support and input to a series of update briefs and major review points² throughout the contract duration including but not limited to:

¹ Unavailable and/or unanalysed during the Pre-Concept phase.

² Involving PowerPoint® presentations (in person and on-line) and written briefing material (MS Word®).

Meetings with the Head of Logistics Transformation (Logs Tx) at the start of the contract period and at intervals not to exceed a month thereafter.

Fortnightly engagement with an established Working Group of key stakeholders at up to Grade 7/OF5 level.

Weekly engagement meetings with FDSS TL.

A date – to be proposed by the contractor and agreed by MOD – for a stop of the provision of new support services data to allow time for the completion of SOR 003 and 004.

Presentation of final report to a Steering Group of key senior stakeholders (at a minimum of 1* level).

KEY PERSONNEL

The Contractor shall provide sufficient Suitably Qualified and Experienced Personnel (SQEP) throughout the duration of the Contract in order to consistently deliver a quality service. To maintain the programme momentum, the Contractor shall wherever possible maintain continuity of Key Personnel. Where a change is needed, the Contractor shall seek Authority agreement and provide CVs of suitable replacement personnel and shall also provide assurance that the handover shall not impede business continuity.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

SC clearance will be required for those personnel accessing OFFICIAL-SENSITIVE and COMMERCIAL material. All information related to the programme shall be managed in line with the attached Security Aspects Letter.

The Contractor shall provide evidence of SC Clearance for their personnel working under this Contract, including the clearance number and expiry date, prior to commencing any work with the programme. No exceptions will apply.

Due to the commercially sensitive nature of much of the reference material the Contractor must be able to securely receive and store OFFICIAL–SENSITIVE–COMMERCIAL emails and files.

Due to the commercially sensitive nature of much of the likely reference material Non- Disclosure Agreements (NDA) will be required.

LOCATION

The base location for this contract will be the contractor's own premises. Some Key Personnel may be required to attend MOD Abbey Wood however, office space is limited therefore attendance should be by exception only. There is an expectation for the need to visit up to at least three locations within the UK.

GOVERNMENT FURNISHED ASSETS

1. The Pre-Concept Draft Scope of Requirement document and draft Commercial Strategy will be made available from 3 Apr 23.
2. All Property/Information issued to the Contractor will be recorded in an asset register to be maintained by the Authority.
3. All Issued Property/Information shall remain the property of the Authority. It shall be used in the execution of the contract and for no other purpose.
4. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property/Information, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.

5. The Contractor shall be liable for the loss or damage to all Issued Property/Information.
6. At the close of the contract, a review will take place to ensure all Issued Property is returned in the same condition that they were issued, subject to fair wear and tear. All documents, artefacts, information pertaining to the delivery of this programme needs to be returned to the Authority or destroyed at the MOD's request.
7. All Issued Property/Information must be returned at the Contractors expense before final payment can be made at the close of the contract.

List of Annexes:

- A. Glossary

Annex A to**FDSS Pre-Concept Follow-On SOR****Dated 23 Mar 23****Glossary**

Expression or Acronym	Definition
BPSS/ SC	Basic Personnel Security Standard/Security Check
CT	Control Tower
DSC	Defence Support Chain
EIA	Environmental Impact Assessment
FMSP	Future Maritime Support Programme
FOC	Full Operating Capability
IG	Income Generation
IOC	Initial Operating Capability
LCS(T)	Logistics, Commodities and Services (Transformation)
LIOS	Land Integrated Operating Services
OGD	Other Government Departments
P3M	Portfolios, Programmes, Projects Management
SA	Sustainability Appraisal
SEA	Strategical Environment Assessment
SME	Subject Matter Expertise
SQEP	Suitably Qualified Experienced Personnel
SSP	Strategic Support Programme
SPTC	Service Provision Transformation Contract
TL	Team Leader
VfM	Value for money
WDO	Warehouse Distribution Optimisation

Annex B - Statement Relating to Good Standing (DSPCR 2011)

The Statement Relating To Good Standing

Contract Title: Follow-On Report from the Pre-Concept Phase of the Future Defence Support

Contract Number: 707512450

1. We confirm, to the best of our knowledge and belief, that Deloitte LLP including their directors or any other person who has powers of representation, decision or control of Deloitte LLP have not been convicted of any of the following offences:
 - a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
 - b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
 - c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
 - d. the offence of bribery;
 - e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
 - f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
 - g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
 - h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
 - i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 - j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
 - k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

* including amendments to the legislation

2. Deloitte LLP further confirms to the best of our knowledge and belief that they:
- a. being an individual, are a person in respect of whom a debt relief order has not been made, are not bankrupt or have not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against them or have not made any composition or arrangement with or for the benefit of their creditors or have not made any conveyance or assignment for the benefit of their creditors or do not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland have not granted a trust deed for creditors or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate, or are not the subject of any similar procedure under the law of any other state;
 - b. being a partnership constituted under Scots law, have not granted a trust deed or become otherwise apparently insolvent, or are not the subject of a petition presented for sequestration of their estate;
 - c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 have not passed a resolution or are not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or are not the subject of similar procedures under the law of any other state;
 - d. have not been convicted of a criminal offence relating to the conduct of their business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;
 - e. have not committed an act of grave misconduct in the course of their business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;
 - f. have not been told by a contracting authority, that the Potential Provider does not possess the reliability necessary to exclude risks to the security of the United Kingdom*;
 - g. have fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;
 - h. have fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

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3. Deloitte LLP also confirms that to the best of their knowledge and belief they are capable of providing a carbon reduction plan to the specification (as listed in PPN 06/21 and associated guidance documents) or are capable of providing acceptable justification for such plan to have incomplete emissions data or have a reporting period outside a 12 month period from the date of the procurement³.
4. Deloitte LLP confirms they hold a Quality Management System certification to [insert required standard] or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body⁴.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's name	Deloitte LLP
Signed (By Director of the Organisation or equivalent)	(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)
Name	(REDACTED FOR SECURITY PURPOSES – OFFICIAL SENSITIVE)
Position	Partner, Deloitte LLP
Date	21/04/2023

³ Optional statement for inclusion where 'PPN 06/21: Carbon reduction measures in the procurement of major government procurements' applies to your procurement. Delete where not applicable.

⁴ Note: Where the candidate proposes to deliver the requirement in whole or in part by reliance on the capacities of other entities, whether as part of a formal consortium or otherwise, the candidate must ensure that each entity can provide certification, from the right issuing body, of compliance with the required QMS standard in respect of the scope of the work that the candidate proposes that entity will fulfil.



MOD Terms and Conditions for Less Complex Requirements

1 Definitions - In the Contract:

Article means, in relation to Clause 9 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order; **Effective Date of Contract** means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the

Contractor in connection with the Contract by or on behalf of the Authority;

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Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

PPT means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic

Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in the purchase order, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority: (1) the terms and conditions;
(2) the purchase order; and
(3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

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- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

- a. Notwithstanding any other condition of this Contract, and in particular Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR , for the avoidance of doubt, including Sensitive Information;
 - (2) taking into account the Sensitive Information set out in the purchase order, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or EIR; and

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(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.
- b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim. c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights

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restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 2 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 2.
- f. Any amendment to Schedule 2 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order. c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain Hazardous Substances,
Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB
Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous

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Substance an SDS is to be made available on request; and

- (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance at the time of supply.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in the purchase order; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed. g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

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- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

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- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.

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- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to): (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

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(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

- c. Where the Contract has been terminated under Clause 17.a.the Authority shall be entitled to purchase substitute Contractor

Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20 Limitation of Contractor's Liability

a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or underperform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this

Contract;

- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

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(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 76 11/22 - Contractor's Personnel At Government Establishments

DEFCON 503 (SC1) 06/22 – Formal Amendments to the Contract

DEFCON 531 09/21 – Disclosure of Information

DEFCON 532A 5/22 - Protection of Personal Data

DEFCON 534 06/21 – Subcontracting and Prompt Payment

DEFCON 538 06/02 - Severability

DEFCON 566 10/20 – Change of Control of Contractor

DEFCON 602B 12/06 – Quality Assurance (without a deliverable quality play)

DEFCON 606 07/21 – Change and Configuration Control Procedure

DEFCON 609 08/18 – Contractor's Records

DEFCON 620 (SC1) 06/22 – Contract Change Control Procedure

DEFCON 656A 08/16 – Termination for Convenience

DEFCON 658 10/22 – Cyber

Please note: the Cyber Risk Profile of the Contract is "Low". Further to this the Risk Assessment Reference is 931119820.

DEFCON 660 12/15 – Official-Sensitive Security Requirements

DEFCON 703 06/21 – Intellectual Property Rights – Vesting In the Authority

22 The special conditions that apply to this Contract are:

The Contractor shall supply the Deliverables to the satisfaction of the Authority based on conformity with the requirements set out in the Statement of Requirements at Annex A to the Contract.

The Contractor shall be able to claim payment for the Deliverables it has supplied under this Contract on acceptance of the final Deliverable by the Authority.

Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to one hundred and twenty-five per cent (125%) of the contract value. This clause shall supersede Clause 20a. of the above terms.

The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

23 The processes that apply to this Contract are:

N/A

Schedule 1 – Additional Definitions of Contract

N/A

**Schedule 2 – Notification of Intellectual Property Rights (IPR)
Restrictions (i.a.w. Clause 7) for Contract No. ____ PART A – Notification
of IPR Restrictions**

1. <u>ITT / Contract Number</u>			
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing Schedule 2)