



Ministry of Defence

**DBS AF & VS, SPO and DCDS
(MilCap) Commercial Delivery Team**

Contract No:705163451

The Provision of the Services of a Polish Catholic Priest

**Between the Secretary of State for Defence of the
United Kingdom of Great Britain and Northern
Ireland**

**Team Name and address:
DBS Mil Pers & Vets, SPO and DCDS (MilCap)
Commercial Delivery Team**

**Innsworth House, Imjin Barracks, Gloucester
GL3 1HW**

And

Contractor Name and address:

**The Polish Catholic Mission
2-4 Devonian Road
Islington
LONDON
N1 8JJ**

Contract Terms and Conditions

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SC1A (Edn 09/22) - MOD Terms and Conditions For Less Complex Requirements

Standardised Contracting Terms

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;

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;

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 provisions of 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.
- 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 15 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.
- d. 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
 - (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.

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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 20, the Contractor warrants and confirms that all Intellectual Property Rights 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.

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 Article 31 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 Substance an SDS is to be made available on request in accordance with UK REACH Article 31(3); 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 in accordance with UK REACH Article 33.
- 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 17 (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 17.
- 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

- 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 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.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b 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 14a, 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 14b 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 14c after a reasonable time has passed.
- 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.

15 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 15.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.

16 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 16.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;
 - (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 16.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.

17 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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 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.

18 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.

19 Limitation of Contractor's Liability

a. Subject to Clause 19.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 under-perform 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
- (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.

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 5J (Edn 18/11/16)

DEFCON 5J (Edn 18/11/16) - Unique Identifiers

DEFCON 076 (SC1)

DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 532A (SC1)

DEFCON 532A (SC1) (Edn. 05/21) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 538

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 656A

DEFCON 656A (Edn. 08/16) - Termination for Convenience (Contracts Under £5M)

21 The special conditions that apply to this Contract are:

General Conditions

21.1 Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

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.

21.2 Intellectual Property Rights

Not Applicable

21.3 Payment Terms

Payment will be made monthly in arrears in accordance with condition 14 following delivery of the services.

21.4 Duration of Contract

- a. The contract period shall be from the Effective Date of Contract until 30 September 2026 with the option for the Authority to extend the contract by a further two years in monthly or annual increments.
- b. Any extension of the contract period shall be subject to the Contractor having achieved a high standard of service during the initial contract period.
- c. A decision on utilisation of any option period will be made six months prior to the end of the contract period.
- d. The final decision on whether or not the contract period is extended rests with the Authority.
- e. The pricing for any option period is detailed in the Schedule of Requirements.

21.5 Government Furnished Facilities

The Authority is providing the following Government Furnished Facilities under DEFCON 076 (SC1) (Edn. 06/21) - Contractor's Personnel at Government Establishments:

- a. Furnished residential accommodation in the form of a bungalow within the Ilford Park Polish Home site as detailed at paragraph 9.1 of the Statement of Requirement. This includes the provision of heating, lighting, general maintenance and the provision of an

- independent telephone line. It is the Contractor's responsibility to ensure that placed priests are aware that this accommodation is only available for the term of their placement at Ilford Park Polish Home within the contract period;
- b. Use of the Chapel at Ilford Park Polish Home for conducting services appropriate to meeting the spiritual needs of the Ilford Park Polish Home Residents and, at the discretion of the DO, for the local Polish Catholic Community;
 - c. An office at Ilford Park Polish Home to facilitate the provision of pastoral care for the Ilford Park Polish Home Community;

The Contractor must ensure that placed Priests are aware that they are responsible for:

- d. cleaning the accommodation;
- e. the cost of any telephone rental and calls and
- f. the provision of Supplies for the Chapel, including but not limited to Altar Wine and candles.

22 The processes that apply to this Contract are:
None

Purchase Order

PURCHASE ORDER

SC1A PO
(Edn09/22)

Contract No: 705163451

Contract Name: The Provision of the Services of a Polish Catholic Priest

Dated: 27 September 2022

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: The Polish Catholic Mission Registered Address: 2-4 Devonian Road Islington LONDON N1 8JJ	NOT APPLICABLE

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: NOT APPLICABLE Address:	To be Delivered by the Contractor NOT APPLICABLE [Special Instructions] To be Collected by the Authority NOT APPLICABLE [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings:	The Contractor is required to submit the following Reports:
Subject: Service review with the placed Priest	If required, as agreed with the Designated Officer
Frequency: Bi-monthly	Subject:
Location: Ilford Park Polish Home	Frequency:
	Method of Delivery:
	Delivery Address:

Payment (Clause 14)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
Forms can be obtained from the following websites:	A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement) and, if applicable, UK REACH Article 31 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:
https://www.kid.mod.uk/maincontent/business/commercial/index.htm (Registration is required).	(1) Hard copies to be sent to:
https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing	Hazardous Stores Information System (HSIS) Spruce 2C, #1260 MOD Abbey Wood (South) Bristol, BS34 8JH
https://www.dstan.mod.uk/ (Registration is required).	(2) Emails to be sent to:
The MOD Forms and Documentation referred to in the Conditions are available free of charge from:	b. DESTECH-QSEPEnv-HSISMulti@mod.gov.uk
Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arnclott Bicester, OX25 1LP	SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS)

(Tel. 01869 256197 Fax: 01869 256824) Applications via email: Leidos-FormsPublications@teamleidos.mod.uk 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.	for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team
Contractor's Sensitive Information (Clause 5). Not to be published. This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.	
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: Name: Redacted Under FOIA Section 40 Personal Information Position: Treasurer Address: The Polish Catholic Mission, 2-4 Devonian Road, Islington, LONDON N1 8JJ Telephone Number: Redacted Under FOIA Section 40 Personal Information E-mail Address: Redacted Under FOIA Section 40 Personal Information	

Offer and Acceptance

A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 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).

Name (Block Capitals): [Redacted Under FOIA
Section 40 Personal Information]

Position:
For and on behalf of the Contractor

Authorised Signatory
.....

Date: 29 September 2022

C) Effective Date of Contract:
3 October 2022

B) Acceptance

Name (Block Capitals): [Redacted Under FOIA
Section 40 Personal Information]

Position: Commercial Officer
For and on behalf of the Authority

Authorised Signatory

Date: 3 October 2022

705163451
Schedule of Requirements

Item Number	Consignee Address (XY code only)

ANNEX A TO 705163451 SCHEDULE OF REQUIREMENTS - STATEMENT OF REQUIREMENT

PROVISION OF THE SERVICES OF A POLISH CATHOLIC PRIEST AT ILFORD PARK POLISH HOME

INTRODUCTION

1. The Ilford Park Polish Home is an element of the Defence Business Services (DBS), namely the Authority. The requirement as detailed below is for the provision of the Services of a Polish Catholic Priest for the Residents at the Ilford Park Polish Home.
2. The location and address of the Home is as follows:

Ilford Park Polish Home
Forest Road
Stover
Newton Abbott
Devon
TQ12 6QH

BACKGROUND

3. The Ilford Park Polish Home was established under the Polish Resettlement Act 1947, to acknowledge the debt owed to the Polish Armed Forces who served with the UK Armed Forces during the Second World War.
4. Under the Health and Social Care Act 2008, the Ilford Park Polish Home is required to ensure personalised care, treatment and support through involvement of the service user.

REQUIREMENT

5. The Authority requires the Services of a placed Priest to primarily provide for the spiritual needs of all the residents at the Ilford Park Polish Home. The placed Priest shall also provide pastoral care to all the residents at the Ilford Park Polish Home. Prior to placement of any Priest at the Ilford Park Polish Home, the Contractor must provide a Disclosure and Barring Service certificate at an enhanced level for the placed Priest to the Designated Officer (DO), which includes reference to the barred lists for children and adults. (NB: This is to be arranged and paid for by the Contractor). The Authority reserves the right to request an alternative placed Priest. The Services to be provided by the placed Priest is to include, but not be limited to, the following requirements:

- 5.1. Provide mass 6 days per week (except Wednesdays) at frequency and times mutually agreed by the placed Priest, the residents and the DO.
- 5.2. Special church festivals to be arranged and agreed in advance with the DO.
- 5.3. Provide spiritual guidance and Sacrament of the Sick as deemed necessary by the placed Priest and/or as requested by the residents or the DO, both within the Ilford Park Polish Home and during periods when residents are hospitalised.
- 5.4. Provide funeral mass and attend the graveside or cremation for deceased residents of the Ilford Park Polish Home when requested to do so by next of kin or the DO of the Ilford Park Polish Home.
- 5.5. Provide and offer Mass to people living in the Nursing Unit at the Ilford Park Polish Home on a weekly basis as directed by the DO.
- 5.6. Be available in each Day Space on an allocated day (as agreed by the DO) to provide pastoral care and support to residents outwith the time allocated to Daily Mass.

- 5.7. Be contactable at all times and must provide the DO with a contact number.
- 5.8. Be an active and serving member of the Ilford Park Polish Home Resident's Committee and support social events at the Home in consultation with the DO.
- 5.9. The Authority acknowledges that the placed Priest is also responsible for pastoral care to the wider Polish community in the Devon and Cornwall region of south west England, but the needs of the Ilford Park Polish Home will take precedence at all times.
- 5.10. The Authority welcomes the wider local Polish Catholic community to attend Sunday mass at the Ilford Park Polish Home chapel. However, this must be recognised as a good will gesture which the DO can remove at any time if disruption is caused to the residents of the Home or to the staff in carrying out their duties. Visitors are only permitted entry to the Chapel and the reception area can only be used for access to the Chapel. Entry to all other areas of the Ilford Park Polish Home is strictly prohibited.
- 5.11. The Contractor must seek permission from the DO if they intend to use the Chapel for any purpose other than those outlined in this SOR.
- 5.12. When the Contractor chooses to rotate a Priest into post, the contractor will ensure that, other than fair, wear and tear, the vacating Priest restores the accommodation to it's original condition.

SKILLS AND EXPERIENCE

6. The placed Priest should have the following skills and experience:
 - 6.1. An understanding of the needs of elderly people.
 - 6.2. An understanding of the English Language or be willing to develop English Language and communication skills.
 - 6.3. To provide all religious services (unless requested otherwise) in the Polish language, custom and manner, and be proficient in the Polish culture.
 - 6.4. Due to the location of the Ilford Park Polish Home, public transport is limited and a car is not provided by the Home. Consideration should be given as to how the Priest will undertake visits from the Home (eg hospital).
 - 6.5. Provide the DO with a Curriculum Vitae (CV) of the placed Priest to show details of all previous experience.

ABSENCES

7. The placed Priest is to be available to the Ilford Park Polish Home at all times other than at pre-arranged times as agreed with the DO. The DO must be advised in advance of any lengthy absence which might be difficult for the placed Priest to return to Ilford Park Polish Home at short notice. The placed Priest is to provide a list of the Roman Catholic Priests who could be contacted in case of emergency and this list should be reviewed on a regular basis and updated accordingly.
8. For periods of absence by the placed Priest of more than 24 hours, the Contractor must ensure continuation of Service by providing a replacement Priest for the duration of the absence.

FACILITIES PROVIDED BY THE ILFORD PARK POLISH HOME

9. The Authority will provide to the placed Priest the following items free of charge, unless otherwise stated:

- 9.1 Furnished residential accommodation in the form of a bungalow within the Ilford Park Polish Home site. (Inventory forms must be completed and signed by the Contractor's Representative as required). The placed Priest is responsible for cleaning the bungalow.
- 9.2. Heating, lighting and general maintenance of the bungalow.
- 9.3 Independent telephone line. The cost of rental and all calls are to be met by the placed Priest.
- 9.4 Access to photocopying facilities within the Ilford Park Polish Home.
- 9.5. Use of the Chapel for conducting services appropriate to meeting the spiritual needs of the Ilford Park Polish Home Residents and, at the discretion of the DO, for the local Polish Catholic Community. Supplies for the Chapel, including but not limited to Altar Wine and candles, are to be provided by the Priest.
- 9.6 Use of an office to facilitate the provision of pastoral care for the Ilford Park Polish Home community.
- 9.7 A total of 14 nights free accommodation per annum for the placed Priest's guests staying at the accommodation as detailed at para 9.1 above.

GUESTS

10. The Priest shall inform the DO of his intention to have guests staying overnight in the accommodation provided by the Ilford Park Polish Home (para 9.1 refers).

REVIEW MEETINGS

11. The following review meetings are to take place as follows:
- 11.1 The DO will meet with the placed Priest on a 2-monthly basis on a mutually agreed date in order to review the services required by this contract.
- 11.2 Notwithstanding the condition at para 12.1, where the DO or the contractor is of the opinion that a review of the services is appropriate, a review meeting shall be mutually arranged accordingly.

Schedule 1 - Additional Definitions of Contract

None

Schedule 2 - Notification of IPR Restrictions (law Clause 7)

DEFFORM 711 (Edn 04/22)

Ministry of Defence
DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. ITT/Contract Number		705163451		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1.	NOT APPLICABLE			
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Please continue on additional sheets where necessary

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

NIL RETURN

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted Under FOIA Section 40 Personal Information]

Address: Innsworth House, Imjin Barracks, Gloucester, GL3 1HW

Email: [Redacted Under FOIA Section 40 Personal Information]

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

Name: [Redacted Under FOIA Section 40 Personal Information]

Address

Email: [Redacted Under FOIA Section 40 Personal Information]

3. Packaging Design Authority Organisation & point of contact:

(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.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

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].

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

9. Consignment Instructions The items are to be consigned as follows:

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.

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

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: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: <https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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.

