**Schedule 1 - Definitions of Contract**

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| **Article**  | means, in relation to clause 24 and Schedule 6 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;  |
| **Articles**  | means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (**This definition only applies when DEFCONs are added to these Conditions**);   |
| **Authority**  | means the Secretary of State for Defence acting on behalf of the Crown;   |
| **Authority’sRepresentative(s)** | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;   |
| **Business Day**  | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;   |
| **Central Government Body**  | a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: 1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored

Public Body (advisory, executive, or tribunal); 1. Non-Ministerial Department; or
2. Executive Agency;

  |
| **Collect**   | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;  |
| **Commercial Packaging**  | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)  |
| **Conditions**  | means the terms and conditions set out in this document;  |
| **Consignee**  | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverablesare to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;  |
| **Consignor**  | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;  |
| **Contract**  | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);  |

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| **Contract Price**  | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor,for the full and proper performance by the Contractor of its obligations under the Contract.  |
| **Contractor**  | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;  |
| **Contractor Deliverables**  | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;  |
| **Control**  | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: 1. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
2. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;  |
| **Counterfeit Materiel**  | means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by: a. misleading marking of the materiel, labelling or packaging; 1. misleading documentation; or
2. any other means, including failing to disclose information; except where it has been demonstrated that the false

representation was not the result of dishonesty by the Contractor or any party within the Contractor’s supply chain.  |
| **CPET**   | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;  |
| **Crown Use**  | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;  |
| **Dangerous Goods**  | means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); 1. Regulations Concerning the International Carriage of

Dangerous Goods by Rail (RID); 1. International Maritime Dangerous Goods (IMDG) Code;
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1. International Civil Aviation Organisation (ICAO) Technical

Instructions for the Safe Transport of Dangerous Goods by Air;

1. International Air Transport Association (IATA) Dangerous Goods Regulations;

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| **DBS Finance**  | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);  |
| **DEFFORM**  | means the MOD DEFFORM series which can be found at [https://www.kid.mod.uk;](https://www.kid.mod.uk/)  |
| **DEF STAN**  | means Defence Standards which can be accessed at [https://www.dstan.mod.uk;](https://www.dstan.mod.uk/)  |
| **Deliver**  | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;  |
| **DeliveryDate**  | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;  |
| **Denomination of Quantity**  | means the quantity or measure by which an item of material is  |
| **(D of Q)**  | managed;  |
| **Design Right(s)**  | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;  |
| **Diversion Order**  | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);  |
| **EffectiveDate of Contract**  | means the date upon which both Parties have signed the Contract;  |
| **Evidence**  | means either: 1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
 |
| **Firm Price**  | means a price (excluding VAT) which is not subject to variation;  |
| **FLEGT**  | means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber consuming countries to reduce the extent of illegal logging;  |
| **Government Furnished**  | is a generic term for any MOD asset such as equipment,  |
| **Assets (GFA)**  | information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;  |
| **Hazardous Contractor**  | means a Contractor Deliverable or a component of a Contractor |
| **Deliverable**  | 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;  |
| **Independent Verification**  | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General  |

requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

**Information** means any Information in any written or other tangible form

disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

**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;

**Legal and Sustainable** means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**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, or any exercise of Royal Prerogative;

**Military Level Packaging (MLP)** means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager** is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)** shall have the meaning described in Def Stan 81-041 (Part 1);

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

**MPAS Registered Organisation** is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

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| **MPAS Certificated Designer**  | shall mean an experienced Packaging designer trained and certified to MPAS requirements;  |
| **NATO**  | means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;  |
| **Notices**  | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;  |
| **Overseas**  | shall mean non UK or foreign;  |
| **Packaging**  | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  |
|   | Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;  |
| **Packaging Design Authority**  | shall mean the organisation that is responsible for the original  |
| **(PDA)**  | design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;  |
| **Parties**  | means the Contractor and the Authority, and Party shall be construed accordingly;  |
| **Plastic Packaging**  | shall have the same meaning as set out in Part 2 of the Finance  |
| **Components**  | Act 2021 together with any associated secondary legislation;  |
| **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 915 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;  |
| **Primary Packaging Quantity**  | means the quantity of an item of material to be contained in an  |
| **(PPQ)**  | individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);  |
| **Publishable Performance**  | means any of the Information in Schedule 9 (KPI Data Report) as  |
| **Information**  | it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;  |
| **Recycled Timber**  | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: 1. pre-consumer reclaimed wood and wood fibre and industrial by-products;
2. post-consumer reclaimed wood and wood fibre, and driftwood;
3. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;  |

**Robust Contractor Deliverables** shall mean Robust items as described in Def Stan 81-041 (Part 2)

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| **Safety Data Sheet**  | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);  |
| **Schedule of Requirements**  | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;  |
| **Sensitive Information**  | means the Information listed in the completed Schedule 5  |
|   | (Contractor’s Sensitive Information), which is 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;  |
| **Short-Rotation Coppice**  | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;  |

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| **Specification**  | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;  |
| **STANAG4329**  | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html;](https://www.dstan.mod.uk/services/faq.html)  |
| **Subcontractor**  | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;  |
| **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;  |
|  |
| **Timber and Wood-Derived**  | means timber (including Recycled Timber and Virgin Timber but  |
| **Products**  | excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;  |
| **TransparencyInformation**  | 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 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;  |
| **Virgin Timber**  | means Timber and Wood-Derived Products that do not include Recycled Timber.  |

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

**Annex A to Schedule 1 – Additional Definitions of Contract i.a.w. Conditions 45 - 47 (Additional Conditions)**

**Schedule 2 - Schedule of Requirements for Contract No: 710132450**

For ‘The Provision of Services and Facilities for Exercise Telemark Titan Events 2024 - 2028‘.

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|  | **Contractor 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**  | **Price (€) Inc VAT**  |
| **Per Item**  | **Total inc. Packaging** **(and Delivery if specified in Schedule 3 (Contract Data Sheet))**  |
| 1. |  |  | **Delivery of services and facilities IAW Exercise Telemark Titan ‘SOR’ - FY 24/25 - Contract award date to 11/02/25.** |  |  |  |  |  | REDACTED |
| 2. |  |  | **Delivery of services and facilities IAW Exercise Telemark Titan ‘SOR’ - FY 25/26****12/02/2025-11/02/2026 (Option)** |  |  |  |  |  | REDACTED |
| 3. |  |  | **Delivery of services and facilities IAW Exercise Telemark Titan ‘SOR’ - FY 26/27****12/02/2026-11/02/2027 (Option)** |  |  |  |  |  | REDACTED |
| 4. |  |  | **Delivery of services and facilities IAW Exercise Telemark Titan ‘SOR’ - FY 27/28 12/02/2027 – 11/02/2028 (Option)** |  |  |  |  |  | REDACTED |
|   |   |   | **Total Price**  |  REDACTED |

 **Please note:** Each Financial Year (FY) specified above has an applied duration from ‘11/02’ to ‘11/02’ for each respective Contract year after the initial year (four-year term).

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| **Item** **Number**  | **Consignee Address (XY code only)**  |
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**Statement of Requirement for Exercise TELEMARK TITAN**

1. **General**.

1. **Definitions**.

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| **Army Winter Sports Association (AWSA):****Army Telemark Ski Association:** | The AWSA is the body for Telemark skiing within the Army. The term “AWSA” is synonymous with “Exercise TELEMARK TITAN” and the Championship Officials for the purposes of this Statement of Requirement.The element within AWSA that delivers Telemark ski racing. |
| **Authority:****Contractor:** | Army Telemark Ski Association, part of the Army Winter Sports AssociationThe relevant authorities of the selected Venue. |
| **Championships:****Venue:** | Exercise TELEMARK TITANChampionship location. |

1. **Exercise background and length**.

(1) Exercise TELEMARK TITAN is the Army Telemark Skiing Championships, which is run in January each year by the Army Telemark Ski Association (Authority). These Championships have been running since 2007.

(2) The Championship has one competition level, which is now the Championship races. Development races have been removed from the event. Competitors participate in a Qualification race where a decision is made on their ability and suitability to race in the Championship races; based upon a mix of race time, confidence and telemark technique.

(3) The Championships take place over 11 days with the Telemark Officials in resort for approximately 12 days. The Championships may also include Telemark skiers from the other UK Military organisations (RN, RAF) with the potential for other civilian organisations competing. There will be VIP visits during the event; the number is usually 5.

1. **Key User Requirements (KUR)**. This SOR has the following KURs:

(1) All competitions deliver a challenging, yet safe course in accordance with the Federation International de Ski (FIS) standards, course and competition guidelines and principles.

(2) The resort should not be more than 2 hours from an international airport and a maximum distance of 1200km from Calais, France with good transport links.

(3) The cost of living (food, accommodation, drink) at the resort, although non-contractual must be below that of a premium European resort.

(4) There must be sufficient and affordable accommodation available within a reasonable travel distance (max 2km) of the lift to the race pistes.

(5) Race offices are provided to enable appropriate co-ordination for the Championship events, in accordance with the race office requirements paragraph within this SOR.

(6) The Contractor is to provide lift passes for all Authority Officials within the Contract price. The Contractor is also to negotiate discounted lift passes at the best obtainable rate for all competitors which are to be purchased outside of the contract.

(7) The Contractor will provide Authority officials with Telemark Ski Equipment for the duration of the Championships or where the Authority Official provides their own equipment a wax and edge service will be available from a resort ski shop. Additional hire facilities for competitors seeking to individually hire Telemark ski equipment at their own expense shall be provided by the Contractor. Costs for provision to Authority officials is to be banded in 0-5 sets, 5-10 and 10-15.

(8) All safety equipment provided is to meet the relevant FIS or European regulations as at para 2f. are there more, or do we have these to provide, as a reference as being a KUR it will be pass/fail criteria?

(9) The Contractor must be able to speak and write English fluently and be able to provide evidence of delivering FIS competitions. The Contractor provided officials must have a good grasp of the English language and be able to convey instructions and results to competitors and Authority officials. English will be the primary language during contract tender, negotiation and the conduct of the event.

(10) The Championships must take place in a window between 6 January – 3 February to be confirmed by the Authority ideally 12 months in advance. Authority Officials require to arrive no more than 48 hours prior to competitors. The current planning dates are: 12 - 26 Jan 2024, 10 – 24 Jan 2025.

d. **Capacity of event**. There will be a maximum of 72 participants, comprised

 of military personnel, up to national representative level and up to 15 officials taking part in the Championships each year.

 e. **Stakeholders**.

1. The Contractor – the organisation selected to deliver the Championships.
2. The Authority – the Army Telemark Ski Association (ATSA) part of the Army Winter Sports Association (AWSA).
3. The Competitors - Telemark competitors (teams/individuals) and supporters.
4. The Project Manager – Exercise TELEMARK TITAN Director (Chair of ATSA).
5. Authority Officials – selected military personnel in support of the competition.

2. **Responsibility of the Contractor**.

1. **Venue**. The venue must be capable of delivering a challenging yet safe series of events.

b. **Primacy**. It is important that Exercise TELEMARK TITAN must be afforded primacy on those slopes required for training and racing above all other users.

c. **Location**.The venue should be located no more than 2 hours from an international airport with links to the UK and ideally no more than 1200km from Calais, France.

d. **Homologation**. The venue shall have valid FIS homologation for the relevant discipline on all Championship race slopes. All safety measures required by homologation are to be in place for the race. There shall be a recommended vertical drop for the Championship Classic of 500m, with a minimum of 250m on at least one race piste.

e. **Snow-sure**.The venue is to be deemed snow-sure for the duration of the Championship. Snow conditions will govern our ability to deliver the championships safely. The Championship can only be run if it is safe to do so. Races will be cancelled if the conditions are not safe for racing and the conditions do not allow.

f. **Safety**. Relevant standards are to be met for safety and competition. The following FIS Telemark safety standards must be met for all races:

1. All snow canons must be protected by mattresses and netting.
2. A cordon (barrier or net) must be in place to prevent public access to any part of the designated race piste from first inspection to the presentation of results and if applicable should have a physical control to prevent intentional access.  All netting is to be as per FIS Homologation and any extra netting required is to be provided as directed by the TD.
3. Nets to be in position around the 360°/loom.
4. No material to be located around the jump.
5. No wooden flags in the cross-country sections, 360° and anywhere along the course.
6. The rescue patroller(s) must have a relevant diploma and have the

equipment and expertise to conduct an on-piste rescue. They are to be positioned in the start area for all races, including development races.

1. When finish line poles are provided, they must be protected to FIS

standards in order to prevent injury to competitors.

1. Gate poles and flags must be FIS homologated. Yellow panels will be required in freestyle and skate areas of the course.

g. **Competition / event dates**.

(1) **Event dates**. The championships must take place in a window between 6 January – 3 February. Authority officials will require to arrive no more than 48 hours prior to the competitors.

(2) **Advanced preparation and visits**. The Contractor shall host a maximum of 2 visits by the Authority to the Venue prior to the Exercise at a date and time specified by and agreed by the Project Manager (Exercise Director).

(3) **Progress Review Meeting**. During the visit the Contractor shall hold a Progress Review Meeting measured against all deliverables and discuss any concerns arising as to the delivery of the requirement. The Contractor shall be responsible for providing a secretary and for the circulation of meeting minutes. The minutes shall record decisions and actions and shall be published no later than 15 days after the date of the meeting.

 h. **Accommodation**. The Contractor is to ensure the availability of sufficient and

 affordable accommodation within the locations detailed below for Authority Officials,

competitors and visitors. All accommodation, which is to be of international 3-star quality, is to be booked and paid for outside of the contract:

(1) **Authority Officials Accommodation**. The Authority Official’s accommodation is to be located within 500m walking distance of the race office and is ideally separate from Competitors Accommodation.

(2) **Competitors’ Accommodation**. Competitors’ accommodation is to be located within 10 minutes walking distance of the lifts to the Championships event location.

(3) **VIP Visitors Accommodation**. VIP Visitors are to be accommodated within a 500m walking distance of the ski lifts.

(4) **Storage Rooms/Waxing Areas**. The accommodation should provide appropriate ski and ski boot storage rooms and waxing areas for the competitors to use throughout.

i. **VIP Reception**. The Contractor is to arrange facilities for a VIP reception for up to 60 people on the middle Saturday of the championships starting from 18:30. Prior to the event the Exercise Director will confirm the funding available for the reception, which is to be spent on food and drink and paid for outside of the contract.

j. **Race office requirements for competition**.

(1) **Security**. The Race Office must be secure and access (at all hours) to the office controllable through the use of lockable doors. Keys for access will be required from 48 hours before the competitors’ arrival and will be returned on completion of the event.

(2) **Location and Dimensions**. The Race Office must be within easy reach of the Authority officials’ accommodation. It should be at least 40 square metres in size. If necessary, two adjoining rooms of smaller size may be used so long as the total overall surface is at least 40 square metres in size.

(3) **Facilities**. The race office must provide a working environment that meets relevant Health & Safety regulations and be equipped with the following:

 (a) **WiFi**. Broadband Internet with secure WiFi connection or the future equivalent. A networked printer is desirable but if not available then facility must exist for the Authority to network their own printer.

 (b) **Photocopier**. Access to a minimum of 1 x photocopier with a sorting and stapling capability, supplied with 2,000 sheets of A4 photocopier paper and the means to obtain extra paper if required.

 (c) **Seating and tables**.

 i. Administration area with two 4 foot table and four chairs.

 ii. Conference table capable of seating 8 people.

 iii. Keys to the door.

 iv. Minimum of 8 x 230/50V AC power points.

 v. Lavatory and washing-up facilities adjacent to the office must be available. Cleaning of these facilities will be the responsibility of the Contractor. The cleaning of the race office will be the responsibility of the Contractor.

 vi. Parking for a minimum of 3 vehicles (van/4x4) adjacent to race office and/or storage.

 vii. All the requirements noted above must be ready for use when the Authority’s officials arrive in resort, no less than 48 hours before the competitors’ arrival.

 k. **Briefing and Prize Giving requirements**.

 (1) **Arrival and racer briefs**. The Contractor is to arrange facilities for the arrival and competitor racer brief; the latter to be held in the middle of the first week. It is to be large enough to hold a minimum of 100 people seated. The venue is to have a public-address system and presentation system (screen & projector minimum) capable of linking to a computer. Cleaning of the venue afterwards is the responsibility of the Contractor.

 (2) **Team Captains’ meeting**. Team Captains’ meetings in resort will be held each evening during the championships, starting on the first Sunday. The Contractor is to arrange for a room to be available, with seating for 30 persons, with exclusive use from 1730 – 1930 hours each day.

 (3) **Prize giving**. The Contractor is to arrange for a venue (large enough to hold 100 people seated) to be available to the event on the prize giving day (last event day, usually Wednesday). Cleaning of the venue afterwards is the responsibility of the Contractor.

1. **Individual event requirements**.

(1) **Safety**. For safety, during racing all competition slopes are to be closed to all except Championship racers and officials. All equipment provided is to meet the relevant FIS regulations.

(2) **Championship Course Preparation/Setting**. The Contractor is to provide services and equipment for both the Championship races. This is to include the provision of a FIS homologated slope, complete with relevant security equipment as required by the homologation, along with FIS homologated timing and suitable back up timing. The Contractor will provide the people necessary for the conduct of the programme of racing, including but not limited to: timing and calculations personnel; course setting and preparation including painting of all lines required for Telemark racing; judges and course sliders.

1. **Race Standards**. Competitors participate in the Qualification race where a decision is made on their ability and suitability to race in the Championship races; this decision is made by a Jury of the TD and Chief of Race based upon a mix of race time, confidence and Telemark technique. The Jury’s decision is binding.

 n. **Courses**. The ski course requirements are as follows:

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| **Event** | **Recommended Vertical Drop (VD)** | **Planned run time recommendation best 10 skiers** | **Other** |
| Qualification Race | 100-200m |  | Two runs - All competitors.Local timing |
| Championship Giant Slalom  | 125-350m | 55-75 seconds | Two runs, reset between runs.FIS Timing |
| ~~Development Sprint~~ | ~~100-150m~~ |  | ~~Two runs, reset only if conditions require.~~~~Local Timing~~ |
| Championship Sprint | 100-150m | 40-70 seconds | Two runs, reset between runsFIS Timing |
| Championship Classic | 250-500m | 100-170 seconds | One runFIS Timing |
| ~~Development Classic~~  | ~~125-200m~~ |  | ~~One run~~~~Local Timing~~ |
| Mountain Race | 500m | Approximately 1 hour of ascent | Local Timing with back up. |

1. The minimum VDs are only acceptable in the event of poor conditions.
2. Adjustments may be made to the minimum/maximum VD in accordance with changes to the rules that are governed by the ski racing authorities; the Contractor must remain flexible in this respect.
3. Championship competition slopes shall have valid FIS homologation for the relevant discipline. All safety measures required by homologation are to be in place for the race. The homologation report shall be available to the Ex TT Officials in the resort, at the start of the Championships.
4. ~~The Development Classic Race shall be run in sufficient proximity to the Championship Classic to allow both races to be run in one day and then allow sufficient time to set up the Mountain Race.~~
5. Telemark-specific obstacles shall be built to FIS specifications and are subject to scrutiny and adjustment, if necessary, by the TD.
6. The skating area shall normally be by the finish and allow the competitor to cross the finish line from either above or below.
7. Races shall normally be of mixed gender and category.
8. Sufficient time for inspection must be allowed for both runs.

o. **Mountain Race**. The Mountain Race shall have an open area for a massed start. The finish shall ideally be in the same location as the start. Facilities to protect competitors from the weather will ideally be available at the start/finish location. The course will be as agreed with the Authority but must have a mixture of on-piste ascent, off-piste ascent in a safe environment and descent on-piste. The timing of the event shall ensure that racers and the general public do not use a piste at the same time. Speed controls shall be used to slow racers in the descent. The Contractor is to provide Mountain race guides, timekeepers and timing equipment, including back up timing.

 p. **Time Keeping**. The Contractor is to meet the following requirements

 for timekeeping and results:

 (1) Provide timekeepers and FIS homologated timing equipment, including back up timing.

 (2) Produce a printed record and the relevant XML file of individual results for each race showing first run, second run and total times including penalties. Software used should be compatible with Vola Ski-pro.

 (3) Assist the Authority with the production of complete results, including but not limited to: Individual by Category and Gender, Team results and Combination Results.

 (4) Produce a FIS Timing report for each day of racing.

q. **Race Control**. The Race Committees and Jury will be provided by the Authority.

 r. **Training and Coaching**. The Championships begin with Telemark specific coaching, from novice to expert, which requires external instructors. All instructors are to be provided by the Contractor. This element of the contract will be paid for by non-public funds:

 (1) The instructors must be acceptable to the Authority[[1]](#footnote-2), holders of an internationally recognised qualification, BASI level 2 or equivalent as a minimum, and provide a teaching ratio not exceeding 1:10.

 (2) Up to 102 Instructor days are required. This is broken down as 12 instructors for the first 6 days and 5 instructors for the last 6 days for Development race skiers. The final instructor requirement will be driven by final competitor numbers and will be confirmed by the Authority to the Contractor no later than 30 days prior to the start of the Championships. The Authority will pay the Contractor based on the final instructor requirement.

 (3) The desired European / UK Instructor Ratio, in order to maintain and sustain the development of UK Telemark would be at a ratio of 2 European Instructors:1 UK Instructor.

 (4) An instructor day is a minimum of 5 hours instructional time, not including lunch or coffee breaks.

 (5) The Contractor is responsible for all instructors’ expenses, including but not limited to: travel, lift passes, wages, accommodation and subsistence.

 s. **Equipment and People**. The items to be provided by the Contractor are listed at Appendix 2 to this SOR.

 t. **Gate and Jump Judges**. Gate and Jump Judges will be provided by the contractor for the Championship races. All judges must be trained in judging the correct Telemark technique prior to the races commencing. To ensure consistency judges may not be changed mid-run.

 (1) The ratio of gates to judge should not exceed 3:1.

 (2) Penalties for Championship races should be reported by radio unless

 agreed in advance with the Authority. Paper records must be used as a backup.

u. **Course Sliders**. The Contractor shall provide sliders for all races. There shall be a minimum of 6 sliders for Championship races.

v. **Painting of the Course**. The Contractor shall provide personnel to ensure the course is marked as per FIS specifications and Jury direction prior to the start.

w. **Jumps / Loom**. The Contractor shall provide personnel and machinery to ensure the Construction of Jumps / Loom as per FIS specifications and Jury direction. Jumps and Looms shall be available for a minimum of 3 training days and all Championship. The Contractor is responsible for the maintenance and upkeep of the jump and loom to the Jury direction.

x. **Drinks**. Hot (refreshing) drinks shall be provided for competitors at the finish of both runs of all championship races and soup shall be provided at the finish of the mountain race.

 y. **Prize Giving**. Prize Giving for individual events will be conducted at the end of days 8, 9 and 11. The Contractor is to provide a podium in the Finish Area.

z. **Resort Facilities**.

(1) **Medical**. The Venue must have ready access to medical facilities for day-to-day ailments and the Contractor is responsible for emergency medical cover during organised race events (Championship and Development races) that meets FIS standards. To compete in races that meet the FIS standards (ie Championship races) all competitors are required to be a member of a ‘Home Nation’ National Ski Association (ie Snowsports England/Scotland/Wales), or Military equivalent (AWSA, RNWSA or RAFWSA), **as a competitor**. They must also signed a GB Snowsport Athlete Declaration prior to any races. All competitors must have adequate Skiing and Ski Race Insurance in order to take part in the Championships. **All participants will have personal insurance to cover cost of emergency on slopes during all training events, the contractor is requested to provide medical cover during the race events.**

(2) **Storage**. Additional securable storage facilities, in excess of 10 square metres, to allow storage of non-office race equipment (these may include but are not limited to: tents, poles, skis, drills, shovels, authority and race clothing). Due to the nature of the equipment being stored the temperature in the space provided must remain above freezing. Ideally the storage facilities are co-located with the Race Office.

(3) **Ski Waxing Facilities**. The Contractor is to provide appropriate waxing facilities for at least 4 hours per day, within easy reach of the centre of mass of the competitors’ accommodation and at times to meet the race programme. Facilities must have as a minimum: light, power and heating.

(4) **Refuse disposal**. Refuse disposal at all locations used during the event is the responsibility of the contractor.

(5) **Ski/lift passes**. The Contractor is to provide ski lift passes for all Authority officials. The Contractor is also to negotiate a discounted price for all Telemark competitors. Payment for the competitors’ lift passes lies outside this contract.

(6) **Contractor expenses**. The Contractor is responsible for providing all administrative expenses including phone, fax and mobile charges, travel to and from the Championships and subsistence at the Championships for all Contractor personnel including instructors, all of which is to be included in the Contract Price.

(7) **Contractor Insurance**. The Contractor shall for the term of the contract maintain all necessary statutory insurance and other appropriate liability insurances in order to fulfil their requirements under the contract.

 (8) **Staged Payment / Deposit**. There is a requirement by the Authority to provide the Contractor with a Staged Payment deposit by the September of the year prior to the event in order to secure the event under contract, Stage 1 is a deposit and Stage 2 is a final payment that is payable on completion of the event..

3. **Responsibility of the Military Authority/Contractor**.

|  |  |  |  |
| --- | --- | --- | --- |
| Ser | Appointment | Event | Provider |
| Development  | Championship | Contractor | Military Authority |
| 1 | Championship Director | X | X |  | X |
| 2 | Technical Delegate | X | X |  | X |
| 3 | Contract Manager | X | X | X |  |
| 4 | Course Setter | X | X | X |  |
| 5 | Chief of Course | X | X | X |  |
| 6 | Chief of Race | X | X |  | X |
| 7 | Referee | X | X |  | X |
| 8 | Asst referee | X | X |  | X |
| 9 | Paramedic 1 | X | X | X |  |
| 10 | Course Painter/Sprayer | X | X | X |  |
| 11 | Gate Judges | X | X | X |  |
| 12 | Jump Judges | X | X | X |  |
| 13 | Timing & calcs | X | X | X |  |
| 14 | Timing & calcs asst | X | X | X |  |
| 15 | Starter | X | X | X |  |
| 16 | Start referee  | X | X |  | X |
| 17 | Finish referee | X | X |  | X |
| 18 | Course setting support personnel | X | X | X |  |
| 19 | Course Sliders | X | X | X |  |
| 20 | Photocopying/distribution of results | X | X |  | X |
| 21 | Radios | X | X | X |  |
| 22 | Trophies | X | X |  | X |
| 23 | Bibs | X | X |  | X |
| 24 | Publicity material  | X | X | X |  |
| 25 | Sponsorship banners | X | X |  | X |
| 26 | Host Official Visitors | X | X |  | X |

4. **Championship Cancellation**.

a. **No Show**. In the event of part or all of the Championships being cancelled, the Contractor will be paid for work completed and expenditure incurred up to the time of cancellation. In the event of cancellation, the Contractor shall provide to the Authority a full and comprehensive breakdown of costs up to the point of cancellation.

**LIST OF APPENDICES**

Appendix 1: Event Programme

Appendix 2: Equipment Table

**APPENDIX 1**

**TO TELEMARK SOR**

**Ex TELEMARK TITAN Event Programme**

| **DAY** | **DAY No** | **NIGHT No****(Officials / Competitors)** | **TELEMARK****TITAN** | **REMARKS** |
| --- | --- | --- | --- | --- |
| **Friday** | 0 | 1 / 0 | Authority Officials arrive and set up race office |  |
| **Saturday** | 1 | 2 / 1 | Teams and competitors arrive | Competitors brief (This includes mandated safety requirements) |
| **Sunday** | 2 | 3 / 2 | Training | Day 1 of Training. Initial coaching group selection. |
| **Monday** | 3 | 4 / 3 | Training |  |
| **Tuesday** | 4 | 5 / 4 | TrainingRacer rules brief | Gate training required |
| **Wednesday** | 5 | 6 / 5 | Training | Gate training required |
| **Thursday** | 6 | 7 / 6 | Training | Jump training mandated – Small jump requiredGate training required |
| **Friday** | 7 | 8 / 7 | Qualification Race | Race / Closed piste required.Small jump required. |
| **Saturday** | 8 | 9 / 8 | Championship Giant Slalom (GS) | FIS homologated course and jump, timing required. Gate and Jump Judges to be provided. Two race runs with reset.**VIP Reception** |
| **Sunday** | 9 | 10 / 9 | Championship Sprint (SP) | FIS homologated course and timing required with jump, rap/loom and skating section. Two runs with reset.Gate and Jump judges to be provided |
| **Tuesday**  | 10 | 11 / 10 | Championship Classic (CL) | CL as above for SP |
| **Wednesday**  | 11 | 12 / 11 | Mountain RacePrize Giving | Mountain race of approx. 1-1.5 hours duration, both on and off piste.  |
| **Thursday** | 12 | 13 / 12(No requirement for accommodation) | Competitors depart Authority Officials depart | Close down process |

**APPENDIX 2**

**TO TELEMARK SOR**

**Exercise TELEMARK TITAN Equipment Table**

**Equipment to be provided by the Contractor**.

**Snow**.

Snow Guns

Snow Cement & Chemicals (when appropriate)

**Safety Barriers and netting**.

Finish Barriers

Safety Matting

Type B Netting and air mattresses to meet Homologation requirements and as required by the TD.

**Timing**.

Start Clock/Beeper

Timing Equipment and recording (including back-up)

Electronic Relay (if available)

Finish Hut

Scoreboard

Public address system for races.

**Equipment**.

Picks & shovels

Rakes

Drills, chucks and gate keys

Machinery to build jumps and looms quickly and safely

Blue and Red dye and sprayers

FIS homologated Poles (long and short) and Gates

FIS Homologated Gate Flags (GS), Red, Blue and Yellow if not supplied by Authority.

Start Hut/Tent

Altimeter x 1

Air Thermostat x 1

Gate Judge sheets x 250

Millboards/Folders/Pencils x 15

Radios x 10 minimum

**Equipment Provided by the Authority**.

Authority branded gate flags

Race Bibs x 120 + 6 Forerunner bibs

Annex B to Schedule 2 – Pricing Schedule

**REDACTED**

**Schedule 3 – Contract Data Sheet**

|  |
| --- |
| **General Conditions**  |
| **Condition 2 – Duration of Contract:** The Contract expiry date shall be:  12/02/2025  Year 1: Contract Award date – 11/02/2025  Year 2: 12/02/2025-11/02/2026 (Option in accordance with condition 46.3 of the contract)  Year 3: 12/02/2026-11/02/2027 (Option in accordance with condition 46.3 of the contract)  Year 4: 12/02/2027-12/02/2028 (Option in accordance with condition 46.3 of the contract)  |
| **Condition 4 – Governing Law:** Contract to be governed and construed in accordance with:   English Law [x] *(tick as appropriate)*    ~~Scots Law clause 4.d shall apply~~ *~~(one must be chosen)~~*  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:    |
| **Condition 7 – Authority’s Representatives:**  The Authority’s Representatives for the Contract are as follows:  Commercial: *(as per Annex A to Schedule 3 (DEFFORM 111))*  Project Manager: *(as per Annex A to Schedule 3 (DEFFORM 111))*  |
| **Condition 18 – Notices:** Notices served under the Contract shall be sent to the following address:  Authority: *(as per Annex A to Schedule 3 (DEFFORM 111))*   Contractor:   Notices can be sent by electronic mail? *(tick as appropriate)*  |
| **Condition 19.a – Progress Meetings:** The Contractor shall be required to attend the following meetings: Not applicable.   |
| **Condition 19.b – Progress Reports:** The Contractor is required to submit the following Reports: Not applicable   Reports shall be Delivered to the following address:    |

|  |
| --- |
| **Supply of Contractor Deliverables**  |
| **Condition 20 – Quality Assurance:**  Is a Deliverable Quality Plan required for this Contract? *(tick as appropriate)*  If yes: A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) or  A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2)  If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.  **Other Quality Assurance Requirements:**   |
| **Condition 21 – Marking of Contractor Deliverables:**  Special Marking requirements: Not applicable.   |
| **Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:** A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  1. The Authority’s Representative (Commercial)

 1. Defence Safety Authority – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

 to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:  |
| **Condition 25 – Timber and Wood-Derived Products:**  A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority’s Representative (Commercial)  to be Delivered by the following date: Not applicable.  |

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| **Condition 26 – Certificate of Conformity:** Is a Certificate of Conformity required for this Contract? *(tick as appropriate)*   Applicable to Line Items:  If required, does the Contractor Deliverables require traceability throughout the supply chain? *(tick as appropriate)*  Applicable to Line Items:  |
| **Condition 28.b – Delivery by the Contractor:** The following Line Items are to be Delivered by the Contractor:   Special Delivery Instructions:    Each consignment is to be accompanied by a DEFFORM 129J.  |
| **Condition 28.c - Collection by the Authority:**The following Line Items are to be Collected by the Authority:    Special Delivery Instructions: Not applicable.   Each consignment is to be accompanied by a DEFFORM 129J.   Consignor details (in accordance with Condition 28.c.(4)):  Line Items: Address:  Line Items: Address:   Consignee details (in accordance with Condition 22):  Line Items: Address:  Line Items: Address:  |
| **Condition 30 – Rejection:**  The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:  The time limit for rejection shall be Business Days.  |
| **Condition 32 – Self-to-Self Delivery:** Self-to-Self Delivery required? *(tick as appropriate)*  If required, Delivery address applicable:    |
| **Pricing and Payment**  |
| **Condition 35 – Contract Price:**  All Schedule 2 line items shall be FIRM Price other than those stated below:   Line Items Clause 46. refers  |

|  |
| --- |
| **Termination**  |
| **Condition 42 – Termination for Convenience**:  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be Business Days   |

|  |
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| **Other Addresses and Other Information** *(forms and publications addresses and official use information)* |
| See Annex A to Schedule 3 (DEFFORM 111)  |

|  |  |
| --- | --- |
| **Schedule 3**  | DEFFORM 111  |
| **Annex A**  | (Edn 10/22) Appendix - Addresses and Other Information  |
|   | **1. Commercial Officer**  Name: Tom Shields  Address: Procure Home Command, Army Headquarters, Blenheim Bldg, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ Tel No: +44 7909 231192 Email: tom.shields102@mod.gov.uk   |   | **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: Lt Col MJ Haslett AGC(SPS)  Address Headquarters Field Army, IDL 435, Level 2, Zone 7, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ Email: matt.haslett592@mod.gov.uk   |   | **9. Consignment Instructions**  The items are to be consigned as follows:   |   |
|   |  |
|   |  **3. Packaging Design Authority** Organisation & point of contact:   (Where no address is shown please contact the Project Team in Box 2)  |   | **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.  |   |
|   |  |   |
|   | **4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:** **Tel No:**  **(b) U.I.N.**   |   |   |
|   |  |
|   | **5. Drawings/Specifications are available from**     |   | **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](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement)  |   |
|   |  |
|   | **6. INTENTIONALLY BLANK**  |   | **12. Forms and Documentation are available through \*:** 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) **Applications via fax or email:** LeidosFormsPublications@teamleidos.mod.uk |   |
|   |  |
|   |  **1. 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 visi[t http://dstan.gateway.isg-r.r.mil.uk/index.html [](http://dstan.gateway.isg-r.r.mil.uk/index.html)intranet] or <https://www.dstan.mod.uk/>[extranet, registration needed].  |   | **\*NOTE** 1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: [https://www.kid.mod.uk/maincontent/business/commercial/index.ht m](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. |   |
|   |  |

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No:**

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a " Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

1. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
2. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
3. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
	1. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
	2. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
	3. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
	4. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
	5. further to such notification:
		1. either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
		2. (where the Authority either agrees or it is so determined that the relevant

Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or ii) the date of such determination.

1. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

**Contractor Change Proposal**

1. As soon as practicable, and in any event within:
	1. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
	2. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
		1. the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
		2. the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

1. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
	* 1. the effect of the Change(s) on the Contractor’s obligations under the Contract;
		2. a detailed breakdown of any costs which result from the Change(s);
		3. the programme for implementing the Change(s);
		4. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
		5. such other information as the Authority may reasonably require.
2. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

**Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
	1. evaluate the Contractor Change Proposal; and
	2. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
2. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
	1. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
	2. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the

Authority Notice of Change (in which case such notice of change shall have no further effect).

1. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
2. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause11.a and then subject only to the terms of the Contractor Change proposal so accepted.

**Contractor Changes**

1. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 - Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 710132450**

REDACTED CONTAINS SIGNATURE – CONFIRMS PRICING AS SENSITIVE INFORMATION

**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No: 710132450**

**Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor**

Contract No: 710132450

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor’s Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 710132450**

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule of** **Requirements item and** **timber product type**  | **Volume of timber** **Delivered to the Authority with FSC,** **PEFC or equivalent evidence**  | **Volume of timber** **Delivered to the Authority** **with other evidence**  | **Volume (as Delivered to the Authority) of timber without** **evidence of compliance with Government** **Timber Procurement Policy**  | **Total volume of timber** **Delivered to the Authority under the** **Contract**  |
|  |
|  |  |  |  |  |
|  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 710132450**

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 710132450**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **KPI Description\***  | **Rating Thresholds**  | **Frequency of Measurement**  | **Quarter and Year\***  | **Average for Reporting Period**  | **Rating\***  | **Comment\***  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
|   | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |
| Social Value KPI (if applicable)  | Good\*:  |   |   |   |   | As per SOR |
| Approaching Target:  |
| Requires Improvement:  |
| Inadequate:  |

\*Publishable fields. Please note, of the four Rating Thresholds, only the ‘Good’ threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](https://www.kid.mod.uk/maincontent/business/commercial/downloads/defforms/expl_not/539B_expln.pdf) for guidance on completing the KPI Data Report.

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT / Contract Number  |   |  |  |
| 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  |   |   |   |   |
| 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](https://www.kid.mod.uk/maincontent/business/commercial/downloads/defforms/expl_not/711_expln.pdf) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

1. Where agreeable to the Contractor the Authority shall provide a British BASI Telemark Instructor at a ratio of 1:2 instructors. This is to allow in-house development of British Telemark instructors. Should participant numbers not be sufficient to permit para 2.13.2 British instructors shall be released first before those provided by the Contractor. [↑](#footnote-ref-2)