**SC3 (Edn: 11/16)**



JFC9 Team

Contract No: JFC9/00022

For:

Provision of Research and Analysis Support to the DCDC Strategic Analysis Team

|  |  |
| --- | --- |
| Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland  Team Name and address:  Defence Academy  Greenhill House, Room 5  Shrivenham    SN6 8LA  Email Address: [sarah.allko330@mod.gov.uk](mailto:sarah.allko330@mod.gov.uk)  Telephone Number: 01793 314797 | And  Contractor Name and Address  RAND Europe Community Interest  Westbrook Centre  Milton Road  Cambridge  CB4 1YG  Email Address: [muravska@rand.org](mailto:muravska@rand.org)  Telephone Number: +44 1223 353 329  x2578 |

**Schedule 1 - Definitions of Contract**

**Core Definitions**

**Assets** means items/materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;

**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 clause H2.b;

**Business Day** means any day excluding:

1. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;
2. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and
3. such periods of holiday closure of the Contractor’s premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;

**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);
3. Non-Ministerial Department; or
4. Executive Agency.

**Child Labour Legislation** means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.

**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 supplied;

**Contract** means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);

**Contract Implementation Date** means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;

**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 provide 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 Commercially** means the Information listed in the completed Schedule 6 -

**Sensitive Information** Contractor’s Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;

**Contractor’s Representative** means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;

**Contractor’s Team** means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to 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:

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or

1. 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;

**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;

**DEFFORM** means the MOD DEFFORM series which can be found at <https://www.gov.uk/acquisition-operating-framework>

**DEF STAN** means Defence Standards which can be accessed at https://[www.dstan.mod.uk](http://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 SC3 Condition “Delivery/Collection” 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;

**Design Right(s)** has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

**EffectiveDate of Contract** means the date specified on the Authority’s acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;

**Firm Price** means a price (Excl. VAT) which is not subject to variation;

**Full Service Provision** means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;

**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, including information provided in the tender or negotiations which preceded the award of the Contract;

**Key Performance Indicators** means the agreed method of monitoring and measuring the Contractor’s performance against the Contract as set out in Section L (Porcesses) where this Contract includes Core+ condition “Key Performance Indicators and Performance Management”;

**Legislation** means in relation to the United Kingdom:

a. any Act of Parliament;

b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;

c. any exercise of the Royal Prerogative; or

d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;

**Minor Change** means any change that does not significantly/materially affect the nature of the Contractor Deliverables;

**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 Contractor** shall mean a Contractor that is registered and/or based outside of the UK;

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

**Schedule of Requirements** means Schedule 2 (Schedule of Requirements) and Annex A to Schedule 2, which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;

**Specification** means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;

**Subcontractor** means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

**Supported Businesses** means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

**Appendix A to Schedule 1 – Core+ Definitions of Contract**

**Core+ Definitions**

**Articles** means 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 to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract)**;

**Collect** means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause K14.c and Collected and Collection shall be construed accordingly;

**Consignor** means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

**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

**Denomination of Quantity** means the quantity or measure by which an item of material is

**(D of Q)** managed;

**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);

**Employee** shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. **(This definition only applies to the narrative condition “Security Measures”)**;

**Evidence** means either:

1. an invoice or delivery note from the timber supplier or sub-contractor 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;

**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;

**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 “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, 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”;

**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;

**Military Level Packaging** Packaging that by the nature of the packaged items nature, or envisaged transport/movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;

**Military Packaging** is a MOD sponsored scheme to accredit military packaging

**Accreditation Scheme** designers capable of producing SPIS designs acceptable

**(MPAS)** to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from [DESJSCSCM-EngTLS-Pkg@mod.uk](mailto:DESJSCSCM-EngTLS-Pkg@mod.uk);

**MPAS Registered Orqanisation** 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;

**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;

**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. The PDA should be MPAS registered or accepted as having an equivalent certification;

**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;

**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 but excluding sawmill co-products which fall within the category of Virgin Timber;
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

**Secret Matter** means any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter. **(This definition only applies to the narrative condition “Security Measures”)**;

**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;

**STANAG 4329** means the publication NATO Standard Bar Code Symbologies which can be sourced from Information at [www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.html);

**Subcontractor** means any subcontractor of the Contractor or associated company at any level of the supply chain who provides contractor deliverables wholly or substantially in connection with this contract.

**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;

**Virgin Timber** means Timber and Wood-Derived Products that do not include Recycled Timber.

# Schedule 2 - Schedule of Requirements for Services for Contract No: JFC9/00022 for Provision of Research and Analysis Support to the DCDC Strategic Analysis Team

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| **Item Number** | **Item** | **Price** |
| **1** | **Production and delivery of Original Research and Analysis in accordance with Statement of Requirement, paragraph 15. a. (1, 2, 3, 6). The price for each piece of work to be agreed using the following fee structure based on the cost per 1000 words and following grade of personnel (or equivalent for think-tanks and private sector)** | **Prices to be agreed on an individual basis for each requirement but subject to the maximum price below** |
| 1a | Post-graduate student | **£xxx** Maximum Price |
| 1b | Assistant Professor | **£xxx** Maximum Price |
| 1c | Professor | **£xxx** Maximum Price |
| 1d | Distinguished Professor | **£xxx** Maximum Price |
| **2** | **Production and delivery of Original Research and Analysis in accordance with Statement of Requirement, paragraph 15. a. 4. Workshop - the price to include preparation beforehand, venue and hosting and a write-up of proceedings.** | **Price to be agreed on an individual basis for each requirement but subject to a maximum price of £xxx each** |
| **3** | **Production and delivery of Original Research and Analysis in accordance with Statement of Requirement, paragraph 15. a. 5. Conference - the price to include preparation beforehand, venue and hosting and a write-up of proceedings.** | **Price to be agreed on an individual basis for each requirement but subject to a maximum price of £xxx each** |
| **4** | **Provision of CDS Strategy Forum (to include all services as detailed in the Statement of Requirement, paragraph 15. c.)** | **Price to be agreed on an individual basis for each forum but subject to the maximum price below** |
| 4a | Venue | **£xxx** Maximum Price |
| 4b | Refreshments (appropriate to event length, as agreed with the Authority) | **£xxx** Maximum Price |
| 4c | Subject matter experts including keynote speaker, other speakers and panellists, syndicate rapporteurs, other distinguished guests (As an indicative guide, previous forums have included one keynote speaker who normally speaks for 30 minutes, four panellists/other speakers who speak for 5 minutes and then answer questions for 40 minutes, four distinguished guests, three discussion syndicates each of which requires a rapporteur and note-taker) | **£xxx** Maximum Price |
| 4d | Forum preparation including forum design, issuing and tracking invites, administration (including guest accommodation where necessary), preparatory material (e.g. reading lists, briefing papers). | **£xxx** Maximum Price |
| 4e | Production of the forum write-up and any other follow-up work. | **£xxx** Maximum Price |
| 4f | Provide meeting facilities for a pre-forum meeting for up to 12 distinguished guests the evening before (or evening of) the forum, close to the forum venue. | **£xxx** Maximum Price |
| **5** | **Day rate for the Provision of following grade of Personnel (or equivalent for think-tanks and private sector) in accordance with Statement of Requirement, paragraph 15. d. (3) 1, 2** | |
| 5a | Post-graduate student | **£xxx** Firm price per day |
| 5b | Assistant Professor | **£xxx** Firm price per day |
| 5c | Professor | **£xxx** Firm price per day |
| 5d | Distinguished Professor | **£xxx** Firm price per day |
| 5e | Provision of person to meet the AH DAR requirements in accordance with Statement of Requirement Para 15. d. (1). | **£xxx** Firm price per day |
| **6** | **Publication of Research and Analysis in accordance with Statement of Requirement, paragraph 15. e. (4)** | |
| 6a | A single print run of 200 hard copies (as a guide pricing should be based on each publication containing 6 articles of 8000 words each, fully referenced.) | Price to be agreed on an individual basis for each requirement but subject to a maximum price of **£xxx** each |
| 6b | Digital publication (including web hosting) | Price to be agreed on an individual basis for each requirement but subject to a maximum price of **£xxx** each |
| 6c | Editing of full issue | Price to be agreed on an individual basis for each requirement but subject to a maximum price of **£xxx** each |

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# Schedule 3 - Contract Data Sheet for Contract No: JFC9/00022

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| **Condition A9 Governing Law** | Contract to be governed and construed in accordance with:  (one must be chosen)  English Law  Scots Law  Clause A9.b shall apply  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Overseas Contractors in accordance with clause A9.f (if applicable) are as follows: | |
| **Condition A22 Termination for Convenience** | The Notice period for terminating the Contract shall be 20 Business Days. | |
| **Condition A24 Contract Period** | The Contract expiry date shall be: **18th December 2021** | |
| **Clause B1.b.(1) Contractor’s Obligations – Quality Assurance** | Is a Deliverable Quality Plan required for this Contract?  Yes  No  If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within       Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.  **Other Quality Assurance Requirements:**  NONE | |
| **Condition C1 Contract Price (Excl. Vat)** | All Schedule 2 line items shall be Firm Price other than those stated below:  Line Items       Clause K       refers  Line Items       Clause K       refers  Line Items       Clause K       refers | |
| **Clause H1.a Progress Monitoring** | The Contractor shall be required to attend the following meetings:  Type: Progress Meetings,  Frequency: Half Yearly,  Location: To be confirmed, | |
| **Clause H1.b Progress Reports** | The Contractor is required to submit the following Reports:  Type:  Frequency:  Content:  (to include but not be limited to: Performance against PIs, costs incurred to date against work undertaken)  Method of Delivery:  Delivery Address: | |
| **Clause H2.b Authority’s Representatives** | The Authority’s Representatives for the Contract are as follows:  **Commercial:**  Def Comrcl CC-JFC8a,  Defence Academy,  Room 5 Greenhill House,  Shrivenham  SN6 8LA.  Tel: 01793 314508  Email: [sarah.allko330@mod.gov.uk](mailto:sarah.allko330@mod.gov.uk)  **Project Manager:**  DCDC Asst Hd Strategic Analysis (Air and Space)  Development Concepts and Doctrine Centre, Ministry of Defence, Shrivenham SN6 8RF  Tel: 01793 314340  Email: [paul.wilkins292@mod.gov.uk](mailto:paul.wilkins292@mod.gov.uk)  Payment: Defac-HQ-Res Business Partner 4 | |
| **Clause H3.a.(3) Notices** | Notices served under the Contract shall be sent to the following address:  **Authority**:  Defence Academy,  Room 5 Greenhill House,  Shrivenham  SN6 8LA.  Contractor:  RAND Europe Community Interest  Westbrook Centre  Milton Road  Cambridge  CB4 1YG | |
| **Clause H3.a.(5) Notices** | Notices served under the Contract can be transmitted by electronic mail:  Yes  No | |
| **Other Addresses and Other Information**  (Covers forms and publications addresses and official use information) | | **See Annex A to Schedule 3 (DEFFORM 111)** |

# Annex A to Schedule 3

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| **DEFFORM 111**  **(Edn 11/16)**  **Appendix - Addresses and Other Information** | | | | |
|  | 1. **Commercial Officer:**   Name: Sarah Allko  Tel: 01793 314797  Address: Defence Academy, Greenhill House, Room 5, Shrivenham, SN6 8LA  Email: [sarah.allko330@mod.gov.uk](mailto:sarah.allko330@mod.gov.uk)  🕿 01793 314508 |  | **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 |  |
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|  | 1. **Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):   Name: DCDC Asst Hd Strategic Analysis (Air and Space)  Address:  Development Concepts and Doctrine Centre, Ministry of Defence, Shrivenham SN6 8RF  Email: [paul.wilkins292@mod.gov.uk](mailto:paul.wilkins292@mod.gov.uk)  🕿 01793 314340 |  | **9. Consignment Instructions:**  The items are to be consigned as follows:    See Schedule of Requirement |  |
|  | | | | |
|  | 1. **Packaging Design Authority:**   Organisation and point of contact:  DES IMOC SCP TLS Packaging  MOD Abbey Wood,  Bristol, BS34 8JH  Tel: +44(0)30 679 35353  DESIMOCSCP-TLS-Pkg@mod.uk  (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 🕿 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com |  |
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|  | 1. **(a) Supply/Support Management Branch or Order Manager**   **Branch/Name:**    **(b) U.I.N. -** |  |
|  | | | | |
|  | 1. **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-of-defence/about/procurement#invoice-processing> |  |
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|  | 1. **Intentionally Left Blank** |  |
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|  | 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 visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed] |  | **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:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk). |  |
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|  |  | **NOTES**  **\*** Many **DEFCONs and DEFFORMs** can be obtained from the MOD Internet Website [extranet, registration needed]:  <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
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# Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: JFC9/00022

**1. Authority Changes**

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with condition 3 below.

**3. Contractor Change Proposal**

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

* + - * 1. the effect of the Change on the Contractor’s obligations under the Contract;
        2. a detailed breakdown of any costs which result from the Change;
        3. the programme for implementing the Change;
        4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
        5. such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
2. evaluate the Contractor Change Proposal;
3. where necessary, discuss with the Contractor any issues arising and, 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 may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
   * + 1. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
          1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
          2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
       2. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
       3. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4b(1).

**5. Contractor Changes**

1. If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by clause 3b., and the process at condition 4 shall apply.

# Schedule 5 - Specification for Contract No: JFC9/00022

# Please refer to Statement of Requirement document – reference 14 Aug 17 SOR JFC9/00022

# Schedule 6 - Contractor’s Commercially Sensitive Information Form

# (i.a.w Condition A14)

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| Contract No: JFC9/00022 |
| Description of Contractor’s Commercially Sensitive Information:  Day rates and breakdown of the proposed budget |
| Cross Reference(s) to location of sensitive information:  Commercial proposal |
| Explanation of Sensitivity:  Our rates are commercially sensitive and visibility of the breakdown of our budget by task and individual would provide potential competitors an unfair commercial advantage in understanding the details of how we structure and price our bids. |
| Details of potential harm resulting from disclosure:  Potential commercial loss through strategic bidding of competitors on future contracts, both with MOD and with clients across other sectors. |
| Period of Confidence (if applicable): Indefinite |
| Contact Details for Transparency / Freedom of Information matters:  Name: Guy Newman  Position: Finance Director  Address: RAND Europe, Westbrook Centre, Milton Road, Cambridge, CB4 1YG  Telephone Number: 01223 353329 Ext: 2554  email Address: [aaylward@rand.org](mailto:aaylward@rand.org) |

**Schedule 7 - Order Form for Contract No: JFC9/00022**

**ORDER FORM FOR PROVISION OF RESEARCH AND ANALYSIS SUPPORT**

**PART A**

NOTE: Part A is in relation to a request for written proposal in response to a specific request from the Authority. IT IS NOT AN ORDER UNDER THE TERMS OF THE FRAMEWORK ARRANGEMENT AND AN ORDER (AND CONTRACTUAL COMMITMENT) IS ONLY FORMED WHEN THE AUTHORITY COMPLETES AND SIGNS PART B.

To: [The Contractor]

Serial Number: [Demanding Officer to complete]

1. This Form is raised in accordance with the terms and conditions, and prices of Enabling Contract Number JFC9/00022.

2. Your written proposals are sought in relation to the requirement described at Annex A to this Form. Annex A is to include:

(a) A description of the assignment for which assistance is required. This should be a clear statement of the Authority’s expectations in conducting the assignment, its expected duration and required completion date.

(b) The deliverable(s) required in performance of the Order.

(c) Any particular expertise required from the Contractor.

(d) Any constraints or boundaries imposed by the Authority.

(e) The date by which written proposals offered by the Contractor are to be received by the Authority. This will include any specific instruction which the Authority issues in relation to the format of the proposal.

(f) Details of any proposed briefing meeting to which the Contractor is invited.

3. Written proposals constructed in accordance with the above mentioned Contract are to be submitted to the Authority in accordance with the following instructions:

The Authority to specify and include an express request for:

(a) Relevant CVs of the personnel offered for the assignment (if required).

(b) A detailed breakdown of the prices offered.

(c) A description of any problem areas which the Contractor anticipates in the assignment, along with recommendations for overcoming the problem areas, including a risk assessment and risk management plan.

Signed…………………………………………………………….

Name………………………………………………………………

Position………………………………………………………………

Address……………………………………………………………..

Date………………………………………………………………..

**PART B**

NOTE: The action of the Authority completing, signing and transmitting Part B of this Form creates a Firm Price Order with the Contractor under the terms and conditions of the referenced Contract.

To: [The Contractor]

Order Number: [The Authority to complete]

1. Your technical and Firm price proposals dated [the Authority to complete details] are accepted and you are now required to perform the Order in accordance with the terms and conditions of the Enabling Contract JFC9/00022. The specific Order Number is: [The Authority to complete.] The Authority’s Contracting, Purchasing and Finance (CP&F) system will be used for the confirmation and payment of orders under the Contract.

2. Please acknowledge receipt of this Order by completing the details below and returning to the undersigned without delay.

3. Part B of this Form has been authorised by the Contract Demanding Officer.

|  |
| --- |
| Demanding Authority/Officer  Signed :  Name:  Office:  Address:  Date: |

To: [The Demanding Authority to insert name and address to which acknowledgement of Part B is to be sent]

Receipt of Part B of Order Number ……………………………………….is acknowledged.

Signed…………………………………………………………….

Name………………………………………………………………

Contractor….……………………………………………………..

Date………………………………………………………………..

4. The contractor shall acknowledge this order within 3 working days of receipt and return to the Demanding Authority

**PART C**

NOTE: The action of the Authority completing, signing and transmitting Part C of this Form creates an amendment/cancellation to the Firm Price Order cited below with the Contractor under the terms and conditions of the referenced Contract.

To: [The Contractor]

1. The proposed order number [The Authority to complete e.g. ‘DCDC/xxxx] should be cancelled/amended as follows:

[Demanding Officer to specify details of amendment/cancellation]

1. Please acknowledge receipt of this amendment/cancellation by completing the details below and returning to the undersigned within three working days.

|  |
| --- |
| **The Demanding Officer** |
| Signed :  Name:  Position:  Address:  Date: |

|  |
| --- |
| **The Contractor** |
| Receipt of Part C of Order Number ………………………….is acknowledged.  Signed :  Name:  Position:  Address:  Date: |

Contractor to return to the Demanding Officer at the address above