# Schedule 1 - Definitions of Contract

**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 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 8;

**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);
3. Non-Ministerial Department; or
4. 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 (Amendments to Contract);

***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 Commercially** means the Information listed in the completed Schedule 5

**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 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;

**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:

1. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
2. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
3. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
4. International Maritime Dangerous Goods (IMDG) Code;
5. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
6. International Air Transport Association (IATA) Dangerous Goods Regulations.

**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.aof.mod.uk>;

**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 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 specified on the Authority’s acceptance letter;

**Evidence** means either:

a. 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

b. 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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

**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);

**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;

**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 inter-governmental 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;

**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);

**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:

a. pre-consumer reclaimed wood and wood fibre and industrial by-products;

b. post-consumer reclaimed wood and wood fibre, and driftwood;

c. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;

**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;

**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;

**Specification** means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);

**STANAG4329** means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.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;

### **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, and details of any payments made by the Authority to the Contractor under the Contract;

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

# Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Not Used.

# Schedule 2 - Schedule of Requirements for Contract No: BATCM/0329

For the Provision of Post Design Services for the ANR Headset and the Field Telephone

|  |  |  |  |
| --- | --- | --- | --- |
| **Item Number** | **Contractor Deliverables** | **Notes to Supplier** | **Firm Price £ (ex-VAT)** |
| 1 | The Contractor shall provide Post Design Services in line with the Statement of Requirement (Annex A), | All prices quoted for tasks shall be Firm Prices | To be agreed on a task-by-task basis |

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# Schedule 3 – Contract Data Sheet

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| **General Conditions** |
| **Condition 2 – Duration of Contract:**  The Contract expiry date shall be: 31st March 2026 |
| **Condition 4 – Governing Law:**  Contract to be governed and construed in accordance with:  English Law  Scots Law  clause 4.d shall apply  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 8 – Authority’s Representatives:**  The Authority’s Representatives for the Contract are as follows:  Commercial: ISS Comrcl-E1-04 (*as per DEFFORM 111)*  Project Manager: ISS Dev-BATCIS-InSvc-PDSMgr1-PPM (*as per DEFFORM 111)* |
| **Condition 19 – Notices:**  Notices served under the Contract shall be sent to the following address:  Authority:  BATCIS ISS  Ash 0a #3008, MOD Abbey Wood, Bristol, BS34 8JH  Contractor:  Racal Acoustics Limited   |  | | --- | | Waverley Industrial Park,  Hailsham,  Harrow  United Kingdom,  HA1 4TR |   Notices can be sent by electronic mail?  *(tick as appropriate)* |
| **Condition 20.a – Progress Meetings:**  The Contractor shall be required to attend the following meetings:  Meetings required under this contract with be raised via the Tasking Process |
| **Condition 20.b – Progress Reports:**  The Contractor is required to submit the following Reports:  Delivery shall be identified and requested under individual task orders |

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| **Supply of Contractor Deliverables** |
| **Condition 21 – Quality Assurance:**  Is a Deliverable Quality Plan required for this Contract?  *(tick as appropriate)*  If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 10 (ten) 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:**  AQAP 2110 Edition D Version 1 (NATO Quality Assurance Requirements For Design, Development and Production)  Concessions managed in accordance with DEF STAN 05-061 Part 1, Issue 6 (Quality Assurance Procedural Requirements – Concessions)  Any contractor working parties to be provided in accordance with DEF STAN 05-061 Part 4, Issue 3 (Quality Assurance Procedural Requirements – Contractor Working Parties)  DEF STAN 05-135, Issue 2 (Avoidance of Counterfeit Materiel) |
| **Condition 22 – Marking of Contractor Deliverables:**  Special Marking requirements:  N/A |
| **Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**  A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority’s Representative (Commercial)  b) Defence Safety Authority – [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)  to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: N/A |
| **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: N/A |
| **Condition 26 – Certificate of Conformity:**  Is a Certificate of Conformity required for this Contract?  *(tick as appropriate)*  a CofC shall be identified and requested under individual tasks raised via the Tasking Process  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:  Delivery shall be identified and requested under individual task orders    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  Delivery shall be identified and requested under individual task orders  Special Delivery Instructions:    Each consignment is to be accompanied by a DEFFORM 129J.  Consignor details (in accordance with 28.c.(4)):  Line Items: Address:  Line Items: Address:  Consignee details (in accordance with condition 23):  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 30 Business Days. |
| **Condition 32 – Self-to-Self Delivery:**  Self-to-Self Delivery required?  *(tick as appropriate)*  If required, Delivery address applicable: |

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| **Pricing and Payment** |
| **Condition 35 – Contract Price:**  All Schedule 2 line items shall be FIRM Price other than those stated below: |

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| **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 20 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) |

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| **Schedule 3** DEFFORM 111  **Annex A** (Edn 12/17)  Appendix - Addresses and Other Information | | | | |
|  | **1. Commercial Officer**  ISS Comrcl-E1-04  Address: BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH  Email: [REDACTED] |  | **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)  ISS Dev-BATCIS-InSvc-PDSMgr1-PPM  Address BATCIS DT, Ash 0a, #3008, Abbey Wood, Bristol, BS34 8JH  Email: [REDACTED] |  | **9. Consignment Instructions**  The items are to be consigned as follows:  Contact POC at Box 2 |  |
|  | | | | |
|  | * + - 1. **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 |  |
|  | | |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:**  **Branch/Name:** Box 2  **Tel No:**  **(b) U.I.N.** |  | **B.** **JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837  [www.freightcollection.com](http://www.freightcollection.com/) |  |
|  | | | | |
|  | **5. Drawings/Specifications are available from**  With Supplier |  | **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> |  |
|  | | | | |
|  | **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:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@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 visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [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.aof.mod.uk/aofcontent/tactical/toolkit/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.b) for Contract No: BATCM/0329

**1. Authority Changes**

Subject always to Condition 6 (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 clause 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:
   1. evaluate the Contractor Change Proposal;
   2. 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 6 (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) above.

**5. Contractor Changes**

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 above, and the process at Clause 4 above shall apply.

# Schedule 5 - Contractor’s Commercially Sensitive Information Form (i.a.w. condition 13) for Contract No: BATCM/0329 NO COMMERCIAL SENSTIVE INFORMATION HAS BEEN IDENTIFIED AT CONTRACT AWARD

|  |
| --- |
| Contract No: |
| Description of Contractor’s Commercially Sensitive Information: |
| Cross Reference(s) to location of sensitive information: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  Email Address: |

# Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: BATCM/0329

**Hazardous Contractor Deliverables, Materials or Substances**

**Statement by the Contractor**

Contract No: BATCM/0329

Contract Title: Framework Agreement for the provision of Post Design Services to the ANR Headset and Field Telephone

Contractor: Racal Acoustics Ltd

Date of Contract:

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor’s Signature: [REDACTED]

Name: [REDACTED]

Job Title: Operations Director

Date: 22.02.21

\* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety Authority (DSA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

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# Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: BATCM/0329

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

No Timber/Wood Products will be supplied/used under this contract.

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# Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: BATCM/0329

8.1 Acceptance will be on a task by task basis upon satisfactory delivery and completion of deliverables. Each task will require acceptance by The Authority's Project Manager in line with clause 47.1.

# Schedule 9 – Tasking Forms TF1 – TF4

**DESIGN SERVICE PROVIDER IN-SERVICE SUPPORT**

**TASKING FORM 1 - NOTIFICATION OF TASK**

**\* = delete/amend as appropriate**

|  |  |  |
| --- | --- | --- |
| **To: Racal Acoustics Limited** | **From: BATCIS** | **Date:** |
|  | **Originator: ISS-BATCIS-XXXXX (staff tally)** |  |
|  | **Email:** [**XXXXX@mod.uk**](mailto:XXXXX@mod.uk) | **Tel: 030 679 xxxxx** |
| **BATCIS Reference No: TASK No. \*\*\*** | | |

**1.** The Authority has a requirement for the following Task:

|  |  |
| --- | --- |
| Contract No: **BATCM/0329** | Priority: **\* Routine / Immediate** |

|  |  |  |  |
| --- | --- | --- | --- |
| Major Engineering Element: | Version No.: | | NSN: |
| TASK LOCATION: | LOCATION P.O.C. | | LOCATION CONTACT TEL: |
| TASK CATEGORY**: \* Field Service / Design Services** | | | |
| TYPE OF TASK: **\* Scoping Study / Assessment / Investigation / Obsolescence / Maintenance / Other** | | | |
| Detailed Task Requirement  *The detail of the task will be explained in this section.*  *Possible, but not limited to the following headers could be used*  *BACKGROUND:*  *DETAILED TASK REQUIREMENT:*  Deliverables Required:  ***Who*** *will be funding the Task (BATCIS / other DTs/LAND/etc).* | | | |
| FORMAL REPORT REQUIRED: **\* Yes / No** | | OUT OF HOURS WORKING: **\* Yes / No** | |
| REQUESTED START DATE: | | REQUIRED COMPLETION DATE: | |

**2.** Racal Acoustics Limited is requested to assess this task requirement and submit a TASKING FORM 2 with a FIRM PRICE quotation, to the originator of this task. A **full breakdown** of the Firm Price is to be submitted to the Authority’s Contracts Manager (ISS Comrcl-E1-04) in accordance with Contract Condition K2 As a minimum these are:

(1) Number of man-hours by Grade with hourly rates. Broken down by activity e.g. travel, task, etc.

(2) Travel and Subsistence.

(3) General and Administration (G & A).

(4) Material Handling.

(5) Risk (if any) – substantiated by evidence.

(6) Contingencies (if any) – substantiated by evidence.

(7) Sub-Contractor costs – substantiated by evidence.

(8) Profit.

|  |  |
| --- | --- |
| **Initiated By:**  **Date:** | **Signed: Original Signed** |
| **Authorised By:**  **Date:** | **Signed: Original Signed** |
| **Authorised By:**  **Date:** | **Signed: Original Signed** |

**TASKING FORM 2 – ACKNOWLEDGEMENT OF TASK / FIRM PRICE QUOTATION**

|  |  |  |
| --- | --- | --- |
| **To: BATCIS** | **From: Racal Acoustics Limited** | **Date:** |
|  | **Originator:** |  |
|  | **Email:** | **Tel:** |
| **BATCIS Reference No:** | | |

**1.** Racal Acoustics Limited acknowledges this task and has assigned the following reference number:

|  |
| --- |
| **Racal Acoustics Limited Reference No:** |

**2.** A time/cost quotation is attached for this task.

**3.** This is a **FIRM PRICE** and is to the value of £

**4.** This quotation is valid for days.

**5.** The Racal Acoustics Limited requested Start Date is:

The Racal Acoustics Limited predicted Completion Date is:

**6.** Details of the work Racal Acoustics Limited will undertake are detailed below:

|  |
| --- |
| *The detail of the task will be included here:*  *Possible, but not limited to the following headers could be used:*  ***Scope of Work***  ***Lead Times/Schedule***  ***General Assumptions***  *Exclusions and Caveats*  ***Safety/Security***  ***Statement of Work***  The TF2 is to detail any information relating to the following costs:   * Hours/Days * Hourly/Day Rates * Materials * Subcontractor Costs * Other Costs * Profit Rate * Risk/Opportunities * T&S * Assumptions * Exclusions |

|  |  |
| --- | --- |
| **Name:**  **Date:** | **Signed:**  Racal Acoustics Limited |

**TASKING FORM 3 - APPROVAL TO PROCEED / CANCELLATION**

|  |  |  |
| --- | --- | --- |
| **To:** Racal Acoustics Limited | **From: BATCIS** | **Date:** |
|  | **Originator:** |  |
|  | **Email:** | **Tel:** |
| **BATCIS Reference No:** | | |
| **Racal Acoustics Limited** **Reference No:** | | |

**1.** The Authority has assessed the Firm Price quotation detailed in Tasking Form 2 and **accepts / rejects** \* the Firm Price of £

**2.**\*Racal Acoustics Limited ishereby authorised to proceed with this task in accordance with the agreed time scales.

**3.**\* The Authority hereby instructs Racal Acoustics Limited to cease all work as defined in Tasking Form 2 for the above reference numbers. Please submit a firm price quotation for all work actually carried out under this task, for subsequent consideration by the Authority as full and final payment against this task.

|  |  |
| --- | --- |
| **In-Service Support Team Authorisation:**  **Name:**  **Date:** | **Signed:** |
| **Financial Authorisation:**  **Name:**  **Date:** | **Signed:** |
| **Commercial Branch Approval:**    **Name:**    **Date:** | **Signed:** |

**TASKING FORM 4 – COMPLETION OF TASK**

|  |  |  |
| --- | --- | --- |
| **To: BATCIS** | **From:** Racal Acoustics Limited | **Date:** |
|  | **Originator:** |  |
|  | **Email:** | **Tel:** |
| **BATCIS Reference No:** | | |
| **Racal Acoustics Limited** **Reference No:** | | |

**1.** Racal Acoustics Limited herewith confirms completion of the above referenced task.

**2.** Report Reference No. is attached, detailing the required deliverables.

**3.** The Authority is requested to confirm that this task has been completed to its satisfaction.

|  |  |
| --- | --- |
| **Name:**  **Date:** | **Signed:**  **Racal Acoustics Limited** |

**- - - - - - - - - - - - - - - - - - - - -- - - - -**

|  |  |  |
| --- | --- | --- |
| **To:** Racal Acoustics Limited | **From: BATCIS** | **Date:** |
|  | **Originator:** |  |
|  | **Email:** | **Tel:** |
| **BATCIS Reference No:** | | |
| **Racal Acoustics Limited Reference No:** | | |

**4.** BATCIS confirms completion of this task. The Contractor may submit an invoice for payment in accordance with the provisions of Contract **BATCM/0329**

|  |  |
| --- | --- |
| **Authorised By:**  **Date:** | **Signed:** |

**- - - - - - - - - - - End - - - - - - - - - - - -**

Schedule 10 – Rates Tables

**Table 1: Man-Hour Labour Rates for activities under Line Item 2 of the Schedule of Requirements**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Role and Grade** | **Firm Hourly Rate for period 01/02/21 - 31/03/21** | **Firm Hourly Rate for period 01/04/21 - 31/03/22** | **Firm Hourly Rate for period 01/04/22 -31/03/23** | **Firm Hourly Rate for period 01/04/23 -31/03/24** | **Firm Hourly Rate for period 01/04/24 -31/03/25** | **Firm Hourly Rate for period 01/04/25 -31/03/26** | **Firm Hourly Rate for period 01/04/26 -31/03/27 (Option Year)** |
| *Tech Engineer* | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Manager | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | {REDACTED] |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Table 2: Profit Rates for activities under Line Item 1 of the Schedule of Requirements**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Profit Rate for period 01/02/21 - 31/03/21** | **Profit Rate for period 01/04/21 - 31/03/22** | **Profit Rate for period 01/04/22 -31/03/23** | **Profit Rate for period 01/04/23 -31/03/24** | **Profit Rate for period 01/04/24 -31/03/25** | **Profit Rate for period 01/04/25 -31/03/26** | **Profit Rate for period 01/04/26 -31/03/27 (Option Year)** |
| *10%* | *10%* | *10%* | *10%* | *10%* | *10%* | *10%* |

**Notes to Tenderer:**

1. The Authority’s templates above assume Contract Award by February 2021, with each rate divided by Financial Years as opposed to Contract Years (hence why there are 7 periods listed as opposed to 5 + 1); however, the Tenderer is to note that these templates are provided primarily for guidance and are therefore not prescriptive. The Tenderer is permitted to present the required information in a manner of its choosing, as long as the information is provided clearly and in full.

Schedule 11 – List of Authorised tasks

|  |  |  |  |
| --- | --- | --- | --- |
| **Task Reference** | **Description** | **Firm Price £ (ex VAT)** | **Completion Date** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Schedule 12 – Security Aspects Letter (SAL)

|  |  |  |  |
| --- | --- | --- | --- |
| JFC-Small | [REDACTED] | |  |
| DAIS Security Assurance Co-ordinator BATCIS | |
| **ISS Logo - Small**Information Systems and Services Abbey Wood South  #3008 Ash Level 0  MoD Abbey Wood  Bristol  BS34 8JH    Telephone: [REDACTED]  Email: [REDACTED] | |
|  | |
|  | | | |
|  | | | |
| For the personal attention of:  (Name of responsible Officer if known)  Racal Acoustics   |  | | --- | | Waverley Industrial Park,  Hailsham,  Harrow  United Kingdom,  HA1 4TR | | | Reference: BATCM/0329 | |
|  | |
|  | | | |
|  | | | |

CONTRACT NUMBER: BATCM/0329 – FRAMEWORK AGREEMENT FOR POST DESIGN SERVICES TO THE ANR HEADSET AND FIELD TELEPHONE

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the following aspects are designated as ’SECRET Matter’ for the purpose of DEFCON 659A Security Clauses included in the contract and DEFCON 660, aspects that are classified as OFFICIAL-SENSITIVE. DEFCON 658 separately addresses MOD Identifiable Information and related Defence Cyber Protection Partnership considerations or constraints.
2. OFFICIAL-SENSITIVE refers to information classified at OFFICIAL that requires specific or additional handling requirements, controls or constraints. It does not imply that additional technical security measures are needed to safeguard or protect the information. Additional details surrounding the security and protection of UK classified material are addressed in HMG Security Policy Framework and outlined in Cabinet Office Guidance. In brief, for this project OFFICIAL-SENSITIVE information should not be transmitted over the Internet without adequate protection or hosted on any Internet sites. In hard copy it should not be left unattended and must be secured and locked away out of hours; a commercial level of security protection is typically acceptable.
3. .
4. The highest classification, within the table below, represents the high watermark for the Information described; the remarks column provides examples and additional clarification. In cases of doubt the Information shall be treated at the High-Water mark level and further advice requested from the MOD contracting Authority.

| **Serial** | **Description** | **Highest Classification** | **Remarks** |
| --- | --- | --- | --- |
| **OPERATIONAL ASPECTS** | | | |
| a. | Existence of project, Codename & meaning of Codename | OFFICIAL | MOD does not routinely mark Official Information; by default any information received from MOD or related to MOD business shall be treated as OFFICIAL |
| b. | Operational and Deployment Concepts | OFFICIAL SENSITIVE |  |
| c. | Association with other systems (proposed or existing) | OFFICIAL SENSITIVE |  |
| d. | Nominal performance objectives and associated information | OFFICIAL |  |
| e. | User Guides | OFFICIAL | Dependent on content; commercial or published information related to COTS products used on the project do not attract an additional classification |

| **Serial** | **Description** | **Highest Classification** | **Remarks** |
| --- | --- | --- | --- |
| **TECHNICAL ASPECTS** | | | |
| a. | Technical and Performance Specification | OFFICIAL SENSITIVE | High level design intent may be treated as OFFICIAL; COTS specifications are unmarked |
| e. | Identified Security Risks and Security Risk Assessment ( | OFFICIAL SENSITIVE |  |
| q. | Requirements | OFFICIAL |  |
| r. | Security Classification Guide | OFFICIAL |  |

| **Serial** | **Description** | | **Highest Classification** | | **Remarks** |
| --- | --- | --- | --- | --- | --- |
| **TESTING ASPECTS** – Outlines classification related to Systems or Product Testing Activity | | | | | |
| a. | Details of Project specific Test Rigs or Test capabilities, Tests and scripts | OFFICIAL | | Generic test capabilities or functional tests are OFFICIAL | |
| b. | Sanitised data set for testing of the system | OFFICIAL | | If Operational Data is required, the classification of the data set may vary | |
| c. | Test Results | OFFICIAL | | Functional testing output is typically OFFICIAL SENSITIVE Output from COTS will be OFFICIAL | |
| d. | System Performance Model and Virtual Simulated Environment | OFFICIAL | | The SPM and VSE are typically operated at or treated as OFFICIAL SENSITIVE dependent on source information. Should sensitive vulnerabilities be identified output is to be treated as d. above | |

| **Serial** | **Description** | | **Highest Classification** |
| --- | --- | --- | --- |
| **PROCUREMENT ASPECTS** | | | |
| a. | Estimated Development or Unit costs | OFFICIAL | |
| c. | Number of equipment required for trials or production | OFFICIAL SENSITIVE | |
| e. | Details of deliveries to Service Units | OFFICIAL SENSITIVE | |
| f. | Degree of protection in storage / transport (less crypto) | OFFICIAL SENSITIVE | |
| g. | Contract documentation   1. Tasks & Features 2. Schedules 3. Deliverables 4. Risks | 1. OFFICIAL 2. OFFICIAL 3. OFFICIAL   4. OFFICIAL | |

1. If any security incidents occur to classified information related to this contract the details of the incident shall be immediately reported in accordance with paragraphs 26 & 27 of the Security Condition referred to below.
2. Information about this contract must not without the approval of the Authority be published or communicated to anyone except where necessary for the execution of the contract.
3. Your attention is drawn to the requirements of the “Security Conditions” and the provisions of the Official Secrets Acts 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue so to apply after the completion or earlier determination of the contract.
4. Any access to classified information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.
5. The enclosed Security Condition, Annex A, outlines the minimum measures required to safeguard OFFICIAL and OFFICIAL-SENSITIVE information and is provided to enable you to provide the required degree of protection.
6. Will you please confirm that the requirements of this Security Aspects Letter and the UK Security Conditions are understood and will be complied with.

Yours faithfully,

[REDACTED]

**Copy via email to:**

[DBR-DefSy-STInd (MULTIUSER)](mailto:DBR-DefSy-STInd%20(MULTIUSER))

Annex A To  
 BATCM/0329   
 Dated 26/02/2021

**OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts**

# Definitions

1. The term "Authority" for the purposes of the Annex means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

# Security Grading

1. All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Security Aspects Letter, issued by the Authority defines the OFFICIAL-SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

# Official Secrets Acts

1. 3. The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

# Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

1. The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.
2. The contractor shall apply Industry Security Notice (ISN) 2017/01 requirements to every industry owned IT and communication system used to store, process or generate MOD information including those systems containing OFFICIAL and/or OFFICIAL-SENSITIVE information. ISN 2017/01 details Defence Assurance and Risk Tool (DART) registration, IT security accreditation processes, risk assessment and risk management requirements. The ISN is available at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\_data/file/](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf)

[594320/DART\_ISN\_-\_V2\_3.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf)

1. OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.
2. All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL- SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.
3. Disclosure of OFFICIAL and OFFICIAL-SENSITIVE information shall be strictly in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose any of the classified aspects of the Contract detailed in the Security Aspects Letter other than to a person directly employed by the Contractor or sub-Contractor, or Service Provider.
4. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and shall be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 32.

# Access

1. Access to OFFICIAL and OFFICIAL-SENSITIVE information shall be confined to those individuals who have a *“need-to-know”*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of his or her duties.
2. The Contractor shall ensure that all individuals having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Contractors shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all individuals having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

[https://www.gov.uk/government/publications/government-baseline-personnelsecurity-standard](https://www.gov.uk/government/publications/government-baseline-personnel-security-standard)

# Hard Copy Distribution

1. OFFICIAL and OFFICIAL-SENSITIVE documents shall be distributed, both within and outside company premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post or Commercial Couriers in a single envelope. The words OFFICIAL or OFFICIAL-SENSITIVE shall not appear on the envelope. The envelope should bear a stamp or details that clearly indicates the full address of the office from which it was sent.
2. Advice on the distribution of OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of OFFICIAL-SENSITIVE hardware shall be sought from the Authority.

# Electronic Communication, Telephony and Facsimile Services

1. OFFICIAL information may be emailed unencrypted over the internet. OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a CESG Commercial Product Assurance (CPA) cryptographic product or a MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls>[-external-facing-services](https://www.ncsc.gov.uk/guidance/tls-external-facing-services)

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

Exceptionally, in urgent cases, OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so and only with the prior approval of the Authority.

1. OFFICIAL-SENSITIVE information shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the authority shall require. Such limitations, including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.
2. OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the UK and overseas. OFFICIAL-SENSITIVE information may be discussed on fixed and mobile types of telephone within the UK, but not within earshot of unauthorised persons.
3. OFFICIAL information may be faxed to recipients located both within the UK and overseas, however OFFICIAL-SENSITIVE information may be faxed only to UK recipients.

# Use of Information Systems

1. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.
2. The contractor shall ensure 10 Steps to Cyber Security is applied in a proportionate manner for each IT and communications system storing, processing or generating MOD UK OFFICIAL or OFFICIAL-SENSITIVE information. 10 Steps to Cyber Security is available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

The contractor shall ensure competent personnel apply 10 Steps to Cyber Security.

1. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.
2. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing OFFICIAL-SENSITIVE information on IT systems.
   1. Access Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of *“least privilege”* will be applied to System Administrators. Users of the IT System -Administrators should not conduct *‘standard’* User functions using their privileged accounts.
   2. Identification and Authentication (ID&A). All systems shall have the following functionality:
      1. Up-to-date lists of authorised users.
      2. Positive identification of all users at the start of each processing session.
   3. Passwords. Passwords are part of most ID&A, Security Measures. Passwords shall be ‘strong’ using an appropriate method to achieve this, for example including numeric and *“special”* characters (if permitted by the system) as well as alphabetic characters.
   4. Internal Access Control. All systems shall have internal Access Controls to prevent unauthorised users from accessing or modifying the data.
   5. Data Transmission. Unless the Authority authorises otherwise, OFFICIAL-SENSITIVE information shall be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 13 above.
   6. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations. 
      1. The following events shall always be recorded:
         1. All log on attempts whether successful or failed,
         2. Log off (including time out where applicable),
         3. The creation, deletion or alteration of access rights and privileges,
         4. The creation, deletion or alteration of passwords,
      2. For each of the events listed above, the following information is to be recorded:
         1. Type of event,
         2. User ID,
         3. Date & Time,
   7. Device ID, The accounting records shall have a facility to provide the System Manager with a hard copy of all or selected activity. There shall also be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment shall be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.
   8. Integrity & Availability. The following supporting measures shall be implemented:
      1. Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. power supply variations),
      2. Defined Business Contingency Plan,
      3. Data backup with local storage,
      4. Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
      5. Operating systems, applications and firmware should be supported,
      6. Patching of Operating Systems and Applications used shall be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented,
   9. Logon Banners Wherever possible, a *“Logon Banner”* shall be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

*“Unauthorised access to this computer system may constitute a criminal offence”*

* 1. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.
  2. Internet Connections. Computer systems shall not be connected direct to the Internet or ‘untrusted’ systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).
  3. Disposal Before IT storage media (e.g. disks) are disposed of, an erasure product shall be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

# Laptops

1. Laptops holding any MOD supplied or contractor generated OFFICIAL-SENSITIVE information are to be encrypted using a CPA product or equivalent as described in paragraph 14 above.
2. Unencrypted laptops not on a secure site[[1]](#footnote-2) are to be recalled and only used or stored in an appropriately secure location until further notice or until approved full encryption is installed. Where the encryption policy cannot be met, a Risk Balance Case that fully explains why the policy cannot be complied with and the mitigation plan, which should explain any limitations on the use of the system, is to be submitted to the Authority for consideration. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites. For the avoidance of doubt the term *“drives”* includes all removable, recordable media (e.g. memory sticks, compact flash, recordable optical media e.g. CDs and DVDs), floppy discs and external hard drives.
3. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.
4. Portable CIS devices are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

# Loss and Incident Reporting

1. The contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE information to the Authority.
2. Accordingly, in accordance with Industry Security Notice 2014/02 as may be subsequently updated at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

any security incident involving any MOD owned, processed, or Contractor generated OFFICIAL or OFFICIAL-SENSITIVE information defined in the contract Security Aspects Letter shall be immediately reported to the MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC). This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the MOD’s Chief Information Officer (CIO) and, as appropriate, the company concerned. The MOD WARP will also advise the contractor what further action is required to be undertaken.

JSyCC WARP Contact Details

Email: For those with access to the RLI: CIO-DSAS-JSyCCOperations

Email: For those without access to the RLI: CIO-DSAS-JSyCCOperations@mod.gov.uk

Telephone: Working Hours: 0306 770 2187

Out of Hours/Duty Officer Phone: 07768 558863

Fax: 01480 446328

Mail: Joint Security Co-ordination Centre (JSyCC), X007 Bazalgette Pavilion, RAF Wyton, Huntingdon, Cambs, PE28 2EA.

# Sub-Contracts

1. The Contractor may Sub-contract any elements of this Contract to Subcontractors within the United Kingdom notifying the Authority. When subcontracting to a Sub-contractor located in the UK the Contractor shall ensure that these Security Conditions shall be incorporated within the Sub-contract document. The prior approval of the Authority shall be obtained should the Contractor wish to Sub-contract any OFFICIAL-SENSITIVE elements of the Contract to a Sub-contractor located in another country. The first page of Appendix 5 (MOD Form 1686 (F1686)) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf>

If the Sub-contract is approved, the Contractor shall incorporate these security conditions within the Sub-contract document.

# Publicity Material

1. Contractors wishing to release any publicity material or display hardware that arises from this contract shall seek the prior approval of the Authority. Publicity material includes open publication in the contractor’s publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the MOD, Services or any other government department.

# Private Venture

1. Any defence related Private Venture derived from the activities of this Contract are to be formally assessed by the Authority for determination of its appropriate classification. Contractors are to submit a definitive product specification for PV Security Grading in accordance with the requirement detailed at:

<https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/621437/20170518-PV-Ex_Guidance_Document-V3-O.pdf>

# Promotions and Potential Export Sales

1. Contractors wishing to promote, demonstrate, sell or export any material that may lead to the release of information or equipment classified OFFICIAL-SENSITIVE (including classified tactics, training or doctrine related to an OFFICIAL-SENSITIVE equipment) are to obtain the prior approval of the Authority utilising the MOD Form 680 process, as identified at:

<https://www.gov.uk/government/publications/ministry-of-defence-form-680-procedure-guidance>

# Destruction

1. As soon as no longer required, OFFICIAL and OFFICIAL-SENSITIVE information/material shall be destroyed in such a way as to make reconstitution unlikely, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

# Interpretation/Guidance

1. Advice regarding the interpretation of the above requirements should be sought from the Authority.
2. Further requirements, advice and guidance for the protection of MOD information at the level of OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

# Audit

# 35. Where considered necessary by the Authority, the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Authority to ensure compliance with these requirements.

1. Secure Sites are defined as either Government premises or a secured office on the contractor premises [↑](#footnote-ref-2)