

Condition to be included in relevant Subcontracts

Export Licence

1. In this Condition the following words and expressions shall have the meanings set respectively against them:

- a. "Agreement" means this Subcontract;
- b. "Authority" means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland;
- c. "Contract" means Contract No [insert MOD Contract No] between the Authority and the Contractor;
- d. "Contractor" means [insert name of prime contractor];
- e. "First Party" means [insert name of purchaser];
- f. "Second Party" means [insert name of supplier].

2. In this Condition, "foreign" and "overseas" shall be understood from the position of the Authority and be regarded as "non-UK".

3. The Second Party shall notify the First Party promptly if the Second Party becomes aware that all or part of any article or service (including Information and software) to be delivered under the Agreement is or will be subject to a non-UK export licence, authorisation or exemption or any other related transfer control that imposes or will impose end use, end user, re-export or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon nationality, affecting the Authority, the Contractor or both. This does not include the Intellectual Property specific restrictions of the type referred to in condition D1 (Third Party Intellectual Property—Rights and Restrictions) of the First Party's Conditions of Contract.

4. If requested by the First Party, the Second Party shall give the First Party a summary of every existing or expected licence and restriction referred to in clause 3 and any related obligation or restriction to the extent that they place an obligation or restriction upon the First Party or the Authority with which the First Party or the Authority must comply including, to the extent applicable to such obligations or restrictions:

- c. the exporting nation, including the export licence number (where known);
- d. the article or service (including software and Information) affected;
- e. the nature of the restriction and obligation;
- f. the authorised end use and end users and other parties;
- g. any specific restrictions on access by third parties, or by individuals based upon their nationality, to the articles or to anything Delivered or used in the performance or fulfilment of the services; and
- h. any specific restrictions on re-transfer or re-export of the articles or of anything Delivered or used in the performance or fulfilment of the services.

The Second Party shall not be required to disclose any of the provisos to a licence (or even the existence of them) to the extent that they do not relate to an obligation or constraint with which the First Party or the Authority must comply.

5. — ~~When an export licence is required from a foreign government for the performance of the Agreement, the Second Party shall promptly consult with the First Party on the licence requirements and, where the Second Party is the applicant for the licence:~~

a. — ~~ensure that when end use or end user restrictions, or both, apply to all or part of any Article or Service to be Delivered under the Contract, the Second Party, unless otherwise agreed with the Authority, identifies in the licence application:~~

(1) — ~~the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and~~

(2) — ~~the end use as: For the Purposes of HM Government;~~

b. — ~~include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the [insert name of the Contractor] and the Ministry of Defence of the United Kingdom";~~

c. — ~~include in the submission the information that the First Party (and any intermediary parties in the supply chain, as applicable) and the Contractor will be recipients and users of the items, including information, for the performance of the Contract.~~

6. — ~~If the information required under clauses 3 and 4 has been provided previously to the First Party by the Second Party, the Second Party may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clauses 3 and 4.~~

7. — ~~If the Second Party becomes aware of any changes in the information notified previously under clause 3, 4 or 6 that would affect the Contractor's or the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in these clauses, the Second Party shall notify the First Party promptly of the change.~~

8. — ~~If the Second Party or any subcontractor in the performance of the Agreement needs to export materiel for which an export licence from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Second Party or that subcontractor. The First Party will liaise with its purchaser to enable the Authority to provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regards to any defence or security issue that may arise.~~

9. — ~~Where the Agreement performance requires the export of items for which a foreign export licence is required, the Second Party shall include the dependencies for the export licence application, grant and maintenance in the Agreement risk register and in the risk management plan for the Agreement, with appropriate review points. Where there is no requirement under the Agreement for a risk management plan the Second Party shall submit an Export Licence Plan for agreement with the First Party.~~

10. — ~~The Authority may make a written request to the Contractor to seek a variation to the licence conditions to a foreign export licence to enable the Authority to re-export or re-transfer a licensed item or licensed information from the UK to a non-licensed third party. If the Authority makes such a request that is transmitted to the Second Party by the First Party, the Second Party shall, or procure that the Second Party's Subcontractor will, expeditiously consider whether or not there is a reason why it should object to making the request and, where it has no such objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority. The First Party shall provide information, certification and other documentation necessary to support the application for the requested variation that it has received. A fair and reasonable charge for this service based on the cost of providing it will be borne by the Authority.~~

11. — ~~Where the Second Party subcontracts work under the Agreement, which is likely to be subject to foreign export control, the Second Party shall use reasonable endeavours to incorporate in each subcontract the same terms as set out in these clauses 1– 14. Where it is not practicable to include these said terms, the Second Party shall report that fact and the circumstances to the First Party.~~

~~12. Where the First Party provides materiel (information and items, including software) to enable the Second Party to perform the Agreement, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in clause 3:~~

~~a. the First Party may, or at the request of the Second Party undertake to, give the Second Party a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Second Party's ability to perform the Agreement including, to the extent applicable to the Second Party's performance of the Agreement:~~

~~(1) the exporting nation, including the export licence number (where known);~~

~~(2) the items or information affected;~~

~~(3) the nature of the restriction and obligation;~~

~~(4) the authorised end use and end users;~~

~~(5) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and~~

~~(6) any specific restrictions on re-transfer or re-export to third parties of the items or information affected.~~

~~b. This will not include Intellectual Property-specific restrictions of the type mentioned in condition D1 (Third Party Intellectual Property— Rights and Restrictions) in relation to the First Party's Conditions of Contract instead of the Contractor.~~

~~c. The Second Party and its subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the First Party.~~

~~d. The Second Party shall notify the First Party immediately if it is unable for whatever reason to abide by any restriction advised by the First Party to the Second Party under clause 12.~~

~~13. Where restrictions are advised by the First Party to the Second Party under clause 12, the First Party and the Second Party shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Agreement by the Second Party, then the First Party shall consult with the Second Party on alternative solutions and the terms of the Agreement shall be amended to give effect to the agreed solution. If no alternative solution satisfying the essential terms of the Agreement is agreed by the Parties then the First Party shall have the right to terminate the Agreement. Termination under these circumstances will be in accordance with the principles of condition A22 (Termination for Convenience) of the First Party's Conditions of Contract.~~

~~14. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority has undertaken to provide the Second Party with all reasonable assistance to facilitate the granting of an export licence by a foreign Government in respect of performance of the Agreement.~~

Schedule 6 - Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements

**Hazardous Articles, Materials or Substances
Statement by the Contractor**

Contract No: CB/BFG/0120

Contract Title: Supply of Industrial Gases to British Forces Germany (BFG)

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Articles, 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 B8. ☐

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact 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

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: CB/BFG/0120

The following information is provided in respect of clause B9.h (Timber and Wood-Derived Products):

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

Schedule 8 - Acceptance Procedure (i.a.w. condition F2) for Contract No: CB/BFG/0120

Not Applicable

Schedule 9 - Contractor's Commercially Sensitive Information Form (i.a.w. condition A14) for Contract No: CB/BFG/0120

Contract No: CB/BFG/0120
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 10 – Statement of Requirement (SOR)

Introduction

1. There is an ongoing need for British Forces units based in Germany to be able to demand and have delivered industrial gases.

Details of Requirement

2. British Forces units in Germany will continue to use industrial gases until their final closure in late 2019 when, apart from a very small remaining presence, the vast majority of barracks and camps will have been emptied and handed over to the German Federal authority.
3. The Provider shall be required to supply a range of gaseous products, as listed in Schedule 12, during the contract period. The list also includes specifications with regard to the gas standard, the size of bottles, the valve outlet fittings and an estimate of the annual requirement against each gas product. The list is not exhaustive and additional gases might be required; consequently the Authority reserves the right to request additional gas products as required.
4. All gaseous products shall be supplied in Provider-owned cylinders. All such cylinders shall be leased to the Authority.
5. Gases which have a shelf life are to have the date of expiry clearly annotated on the cylinder label and on any certificate(s) delivered with the product. All gases with a shelf life should be delivered with a minimum of 12 months life remaining.

Ordering, Delivery and Payment

6. A simple process of ordering is required that will be initiated by the demander, via HQ BFG G4 Fuels office for authorisation, and then to the Provider.
7. The Provider will be required to deliver and collect cylinders to/from British military barracks within North Rhine-Westphalia and centred on Paderborn, Bielefeld and Gütersloh, as listed in Annex B.
8. A delivery time from day of order is to be within one working week.
9. The preferred method of payment will be the Authority's Purchase-to-Payment (P2P) system, which will be known as Contracting, Purchasing and Finance (CP&F) in early 2017.

Gas Cylinder Tracking

10. The Provider will make available a simple gas cylinder tracking process which will be able to identify each gas cylinder by a unique serial number to allow accurate management by both the Authority and the Provider.

Schedule 11 – Delivery Locations

BFG Industrial Gases Delivery Locations

Ser	Unit	Address	POC	UIN
1	QRH	Athlone Kaserne, Husarenstr, 33104 Sennelager	TBC	A2453A
2	35 Engr Regt	Barker Kaserne, Driburgerstrasse 73 33100 Paderborn	TBC	A0315A
3	1 PWRR	Barker Kaserne, Driburgerstrasse 73 33100 Paderborn	TBC	A1258A
4	1 Med Regt	Dempsey Kaserne, Husarenstr. 1 33104 Sennelager	TBC	A3857A
5	3 CS Bn REME	Barker Kaserne, Driburgerstrasse 73 33100 Paderborn	TBC	A4406A
6	3 Civ Wksp Pad Det	Block 107, Driburgerstrasse 73, 33100 Paderborn	TBC	A4406D
7	Pad Gar Sp Unit	Normandy Kaserne, Bielefelder Str 104, 33104 Paderborn	TBC	A6123A
8	26 Regt RA	Mansergh Kaserne, Verler Strasse 127 33332 Gütersloh	TBC	A0219A
9	3 Civ Wksp	Rochdale Kaserne, Oldentrupper Strasse 65 33604 Bielefeld	TBC	A4406D
10	5 Bn REME 2 Fd Coy	Rochdale Kaserne, Oldentrupper Strasse 65 33604 Bielefeld	TBC	A3920C

Schedule 12 – Pricing Chart

Industrial Gases Pricing 1 Jan to 31 Dec 17

Ser	Product Specification	Product Description	Water Capacity (litres)	Tare Weight (kg)	Gas Contents (m3 or kg)	Fill Pressure (bar @ 15 degC)	Gross Weight (kg)	Valve Outlets	Estimated usage per annum (cylinders)	Price per cylinder	Rent / cylinder/ day	Delivery charge / cylinder	Other Charges
1	Oxygen	Sauerstoff 10l 200bar	10	3	2	200	20	DIN 477-1 Nr. 9	2				
2	Oxygen	Sauerstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 9	1				
3	Oxygen	Sauerstoff 50l 200bar	50	13	10	200	80	DIN 477-1 Nr. 9	25				
4	Nitrogen	Stickstoff 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 10	2				
5	Nitrogen	Stickstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 10	4				
6	Nitrogen	Stickstoff 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 10	12				
7	Compressed air EN 12021	DRUCKLUFT EN 12021 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 13	4				
8	Compressed air	Druckluft 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 13	1				
9	Argon	Argon 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	8				
10	Argon	Argon 20l 200bar	20	7	4	200	40	DIN 477-1 Nr. 6	2				
11	Argon	Argon 50l 200bar	50	18	11	200	80	DIN 477-1 Nr. 6	4				
12	5% CO2, 4% O2/Ar	CORGON® 5 S4 50l 200bar	50	4	11	200	85	DIN 477-1 Nr. 6	2				
13	5% CO2, 4% O2/Ar	CORGON® 18 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	2				

14	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 20l 200bar	20	8	5	200	40	DIN 477-1 Nr. 6	12				
15	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 50l 200bar	50	20	12	200	85	DIN 477-1 Nr. 6	6				
16	Acetylene	Acetylen 3,2 kg	20	3	3	19	45	DIN 477-1 Nr. 5	1				
17	Acetylene	Acetylen 8 kg	48	8	8	19	72	DIN 477-1 Nr. 5	16				
18	Propane (liquid gas)	Propan (Flüssiggas) 33 kg	33	33	33	9	70	DIN 477-1 Nr. 2	1				
19	Carbon dioxide	Kohlendioxid 10 kg lang	13	10	10	57	30	DIN 477-1 Nr. 6	2				
20	Carbon dioxide	Kohlendioxid 20 kg	20	20	20	57	55	DIN 477-1 Nr. 6	6				

Comment box on other methods of charging for gas, rent and delivery, plus any other charges (please specify). Please include the charge for replacement cylinders in case of damage resulting in write offs.

Industrial Gases Pricing 1 Jan to 31 Dec 18

Ser	Product Specification	Product Description	Water Capacity (litres)	Tare Weight (kg)	Gas Contents (m3 or kg)	Fill Pressure (bar @ 15 degC)	Gross Weight (kg)	Valve Outlets	Estimated usage per annum (cylinders)	Price per cylinder	Rent / cylinder/ day	Delivery charge / cylinder	Other Charges
1	Oxygen	Sauerstoff 10l 200bar	10	3	2	200	20	DIN 477-1 Nr. 9	2				
2	Oxygen	Sauerstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 9	1				
3	Oxygen	Sauerstoff 50l 200bar	50	13	10	200	80	DIN 477-1 Nr. 9	25				
4	Nitrogen	Stickstoff 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 10	2				
5	Nitrogen	Stickstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 10	4				
6	Nitrogen	Stickstoff 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 10	12				
7	Compressed air EN 12021	DRUCKLUFT EN 12021 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 13	4				
8	Compressed air	Druckluft 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 13	1				
9	Argon	Argon 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	8				
10	Argon	Argon 20l 200bar	20	7	4	200	40	DIN 477-1 Nr. 6	2				
11	Argon	Argon 50l 200bar	50	18	11	200	80	DIN 477-1 Nr. 6	4				
12	5% CO2, 4% O2/Ar	CORGON® 5 S4 50l 200bar	50	4	11	200	85	DIN 477-1 Nr. 6	2				
13	5% CO2, 4% O2/Ar	CORGON® 18 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	2				
14	5% CO2, 4% O2/Ar	CORGON® 18 20l 200bar	20	8	5	200	40	DIN 477-1 Nr. 6	12				

15	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 50l 200bar	50	20	12	200	85	DIN 477-1 Nr. 6	6				
16	Acetylene	Acetylen 3,2 kg	20	3	3	19	45	DIN 477-1 Nr. 5	1				
17	Acetylene	Acetylen 8 kg	48	8	8	19	72	DIN 477-1 Nr. 5	16				
18	Propane (liquid gas)	Propan (Flüssiggas) 33 kg	33	33	33	9	70	DIN 477-1 Nr. 2	1				
19	Carbon dioxide	Kohlendioxid 10 kg lang	13	10	10	57	30	DIN 477-1 Nr. 6	2				
20	Carbon dioxide	Kohlendioxid 20 kg	20	20	20	57	55	DIN 477-1 Nr. 6	6				

Comment box on other methods of charging for gas, rent and delivery, plus any other charges (please specify). Please include the charge for replacement cylinders in case of damage resulting in write offs.

Industrial Gases Pricing 1 Jan to 31 Dec 19

Ser	Product Specification	Product Description	Water Capacity (litres)	Tare Weight (kg)	Gas Contents (m3 or kg)	Fill Pressure (bar @ 15 degC)	Gross Weight (kg)	Valve Outlets	Estimated usage per annum (cylinders)	Price per cylinder	Rent / cylinder/ day	Delivery charge / cylinder	Other Charges
1	Oxygen	Sauerstoff 10l 200bar	10	3	2	200	20	DIN 477-1 Nr. 9	2				
2	Oxygen	Sauerstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 9	1				
3	Oxygen	Sauerstoff 50l 200bar	50	13	10	200	80	DIN 477-1 Nr. 9	25				
4	Nitrogen	Stickstoff 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 10	2				
5	Nitrogen	Stickstoff 20l 200bar	20	5	4	200	40	DIN 477-1 Nr. 10	4				
6	Nitrogen	Stickstoff 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 10	12				
7	Compressed air EN 12021	DRUCKLUFT EN 12021 50l 200bar	50	12	10	200	80	DIN 477-1 Nr. 13	4				
8	Compressed air	Druckluft 10l 200bar	10	2	2	200	20	DIN 477-1 Nr. 13	1				
9	Argon	Argon 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	8				
10	Argon	Argon 20l 200bar	20	7	4	200	40	DIN 477-1 Nr. 6	2				
11	Argon	Argon 50l 200bar	50	18	11	200	80	DIN 477-1 Nr. 6	4				
12	5% CO ₂ , 4% O ₂ /Ar	CORGON® 5 S4 50l 200bar	50	4	11	200	85	DIN 477-1 Nr. 6	2				
13	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 10l 200bar	10	4	2	200	20	DIN 477-1 Nr. 6	2				
14	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 20l 200bar	20	8	5	200	40	DIN 477-1 Nr. 6	12				

15	5% CO ₂ , 4% O ₂ /Ar	CORGON® 18 50l 200bar	50	20	12	200	85	DIN 477-1 Nr. 6	6				
16	Acetylene	Acetylen 3,2 kg	20	3	3	19	45	DIN 477-1 Nr. 5	1				
17	Acetylene	Acetylen 8 kg	48	8	8	19	72	DIN 477-1 Nr. 5	16				
18	Propane (liquid gas)	Propan (Flüssiggas) 33 kg	33	33	33	9	70	DIN 477-1 Nr. 2	1				
19	Carbon dioxide	Kohlendioxid 10 kg lang	13	10	10	57	30	DIN 477-1 Nr. 6	2				
20	Carbon dioxide	Kohlendioxid 20 kg	20	20	20	57	55	DIN 477-1 Nr. 6	6				

Comment box on other methods of charging for gas, rent and delivery, plus any other charges (please specify). Please include the charge for replacement cylinders in case of damage resulting in write offs.