



# Ministry of Defence

## OFFER OF CONTRACT

**Contract No. SHIPACQ113**

**Initial Provisioning Spares For Queen  
Elizabeth Class Aircraft Carriers**

**(Wholeship Valves)**

<p><b>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</b></p> <p><b>Team Name and address:</b> Ship Acquisition, Ash 0C #3016 Ministry of Defence Filton Abbey Wood Bristol BS34 8JH</p> <p><b>E-mail Address:</b> REDACTED 1.01</p> <p><b>Telephone Number: REDACTED 1.02</b> <b>Facsimile Number: REDACTED 1.03</b></p>	<p><b>And</b></p> <p><b>Contractor Name and address:</b> Score Marine Limited, Glenugie Engineering Works, Burnhaven, Peterhead, Aberdeenshire, AB42 0YX</p> <p><b>E-mail Address:</b> REDACTED 1.04</p> <p><b>Telephone Number: REDACTED 1.05</b> <b>Facsimile Number: REDACTED 1.06</b></p>
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## **MOD Conditions for the Supply of Goods and Associated Services: Contract No: SHIPACQ113**

### **A General Contract Provisions**

#### **A1. Interpretation**

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. Unless the context otherwise requires:
  - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
  - (2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
  - (3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
  - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
  - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
  - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
  - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

#### **A2. Amendments to Contract**

- a. Except as provided in condition F4 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

#### **A3. Variations to Specification**

- a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.
- b. Any variations that cause a change to:
  - (1) fit, form, function or characteristics of the Contractor Deliverables;
  - (2) the cost;
  - (3) Delivery Dates;
  - (4) the period required for the production or completion; or

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- (5) other work caused by the alteration,

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

### **A4. Precedence**

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Sections A - K (and J - L, if section J - L are included) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and , Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4a. above. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition A21 (Dispute Resolution).

### **A5. Severability**

If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

- a. such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
- b. the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

### **A6. Assignment of Contract**

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

### **A7. Waiver**

- a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.
- b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

### **A8. Third Party Rights**

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in their own right and the Parties to the Contract declare that they have no intention to grant any such right.

### **A9. Governing Law**

- a. Subject to clause A9.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause A9.d and A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause A.9.d any dispute arising out of or in connection with the Contract shall

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be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause A9.a, A9.b and A9.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to clause A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

(2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this clause A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

### **A10. Entire Agreement**

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

### **A11. Disclosure of Information**

a. Subject to clauses A11.d, A11.e and A11.h each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written

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consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

(1) on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

(2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;

(3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;

(4) on a confidential basis to a professional adviser, consultant or other person engaged

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by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;

(5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or

(6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

### **A12. Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with Legislation.

### **A13. Protection of Personal Data**

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

### **A14. Transparency**

a. Subject to clause A14.b but notwithstanding condition A11 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 9 – Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor's rights at law.

### **A15. Equality**

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds

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of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation in the country where the Contract is being performed.

c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.

d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

### **A16. Child Labour and Employment Law**

a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

### **A17. Subcontracting**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.

b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.

c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:

(1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

(2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) calendar days from receipt of a valid invoice as defined by the subcontract requirements; and

(3) Condition A16 (Child Labour and Employment Law) of the Contract; and

(4) Condition B9 (Timber and Wood-Derived Products) of the Contract.

d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience, in the event that the Authority exercises its right to terminate this Contract under Condition A22 (Termination for Convenience), with twenty (20) Business Days notice (or such other notice period as the Authority shall give under this Contract).

e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, 'Tottington, Lancashire BL8 3DX (Telephone: 01204 880733) or <http://business.base-uk.org/procurement>.

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f. The Contractor shall secure from any Subcontractor, the prompt notification to the Authority of the Information required by clause D1.a of condition D1 (Third Party Intellectual Property – Rights and Restrictions). On receipt of any such notification the Authority shall issue a written authorisation to the Subcontractor in accordance with clause D1.g. Any such authorisation shall always be subject to clauses D1.j, D1.k and D1.n as though the Subcontractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in such claim or action. Any arrangement between the Contractor and Subcontractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Subcontractor.

g. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in Schedule 5 to this Contract. Where it is not practicable to include the terms set out in Schedule 5, the Contractor shall report that fact and the circumstances to the Authority.

### **A18. Change of Control of Contractor**

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 #2119, MOD Abbey Wood, South Bristol BS34 8JH, as soon as practicable if the Contractor will potentially undergo a material change of Control. The Contractor shall not be required to submit any advice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority's Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority's Concerns to the Authority's satisfaction in accordance with clause A18.a or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F6.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

### **A19. Termination for Insolvency or Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written Notice to the Contractor at any time after any of the following events:

#### **Insolvency:**

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the "IA 86") or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the "DAAS Act") is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS

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Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty one (21) Business Days of service of the statutory demand on it;

(b) execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;

(c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985;

(7) or any analogous procedure or step is taken in any jurisdiction;

b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor's creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor's creditors) or a moratorium on any of the Contractor's indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor; or

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

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- (9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;
- (10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:
- (a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or
  - (b) it is unable to pay its debts in terms of section 221 of IA 86;
- (11) or any analogous procedure or step is taken in any jurisdiction;
- c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:
- (1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;
  - (2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;
  - (3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;
  - (4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;
  - (5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;
  - (6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or
  - (7) any analogous procedure or step is taken in any jurisdiction;
- d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

### **Corrupt Gifts:**

- f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):
- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:
    - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or
    - (b) for showing or not showing favour or disfavour to any person in relation to this

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Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under clause A19 f. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

h. Where the Contract has been terminated under clause A19.f, the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

### **A20. Consequences of Termination**

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

### **A21. Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

### **A22. Termination for Convenience**

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

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c. The Authority's total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

### **A23. Contractor's Records**

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years after the expiry or earlier termination of the Contract.

### **A24. Duration of Contract**

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

### **A25. Contractor's Warranties**

a. The Contractor warrants and represents, that:

- (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
- (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
- (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

## **B The Contractor Deliverables**

### **B1. Supply of Contractor Deliverables and Quality Assurance**

a. The Contractor shall:

- (1) supply the Contractor Deliverables in accordance with the Specification; and
- (2) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet);

in providing the Contractor Deliverables.

b. The Contractor shall comply with all applicable Legislation.

c. The Contractor shall discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

### **B2. Overseas Expenditure**

a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:

- (1) Contract No;
- (2) country in which subcontract placed/to be placed;

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- (3) name, Division and full postal address of Subcontractor;
  - (4) value of subcontract as applicable to main Contract;
  - (5) date placed / to be placed.
- b. If no Overseas orders valued over £1 million are to be placed, or are placed, the Contractor shall advise the Authority to this effect.
- c. For the purpose of clauses B2.a and B2.b Overseas expenditure comprises only those direct payments made by the Contractor to:
- (1) Overseas firms; and
  - (2) UK firms, including UK branches or subsidiaries of Overseas firms,
- for the supply of finished or semi-finished manufactured products imported directly into the UK by the Contractor or by such UK firms.
- d. The Contractor shall submit any Information required by clause B2.a to the Authority's Representative (Commercial).

### B3. Import Licence

If, in the performance of the Contract, the Contractor needs to import materiel into the UK for which an import licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with all reasonable assistance in obtaining any necessary import licence with regard to any defence or security issue that may arise.

### B4. Export Licence

a. The Contractor shall notify the Authority promptly if the Contractor becomes aware that all or part of any Contractor Deliverable (including Information and software) to be Delivered under the Contract is or will be subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer control,

that imposes or will impose end use, end user, re-transfer, re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition D1.

b. If requested by the Authority, the Contractor shall give the Authority a summary of every existing or expected licence and restriction referred to in clause B4.a and any related obligation or restriction to the extent that they place an obligation or restriction on the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:

- (1) the exporting nation, including the export licence number (where known);
- (2) the Contractor Deliverables (including Information and software) affected;
- (3) the nature of the restriction and obligation;
- (4) the authorised end use and end users;
- (5) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Contractor Deliverables or to anything Delivered or used in the performance or fulfilment of the Contractor Deliverables; and
- (6) any specific restrictions on the end user or on re-transfer or re-export to third parties of the Contractor Deliverables or of anything delivered or used in the performance or fulfilment of the Contractor Deliverable.

The Contractor 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 Authority must comply.

c. When an export licence is required from a foreign government for the performance of the Contract, the Contractor shall promptly consult with the Authority on the licence requirements and, where the Contractor is the applicant for the licence:

- (1) ensure that when end use or end user restrictions, or both, apply to all or part of any

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Contractor Deliverable to be Delivered under the Contract, the Contractor, unless otherwise agreed with the Authority, identifies in the licence application:

- (a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"), and
  - (b) the end use as: For the Purposes of HM Government;
- (2) include in the submission for the licence a statement that "information on the status of processing this license application may be shared with the Ministry of Defence of the United Kingdom";
- d. If the Information required under clauses B4.a and B4.b has been provided previously to the Authority by the Contractor, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clauses B4.a and B4.b.
- e. If the Contractor becomes aware of any changes in the Information notified previously under clause B4.a, B4.b or B4.d that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses, the Contractor shall notify the Authority promptly of the change.
- f. If the Contractor or any Subcontractor in the performance of the Contract 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 Contractor or that Subcontractor. The Authority shall provide all reasonable assistance in obtaining and maintaining any export licence from the foreign government with regard to any defence or security issue that may arise.
- g. Where the Contract performance requires the export of items for which a foreign export licence is required, the Contractor shall include the dependencies for the export licence application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit an Export Licence Plan for agreement with the Authority.
- h. 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:
  - (1) the Contractor shall, or procure that the Contractor's Subcontractor will, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence in accordance with the procedures of the licensing authority;
  - (2) the Authority shall provide sufficient Information, certification and other documentation necessary to support the application for the requested variation; and
  - (3) the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- i. Where the Authority provides materiel (Information and items, including software) to enable the Contractor to perform the Contract, and that materiel is subject to a non-UK export licence or other related technology transfer control as described in the provisions of clause B4.a:
  - (1) the Authority may, or at the request of the Contractor, undertake to give the Contractor a summary of every non-UK export licence or other related technology transfer control of which it is aware that would affect the Contractor's ability to perform the Contract, including, to the extent applicable, to the Contractor's performance of the Contract:
    - (a) the exporting nation, including the export licence number (where known);
    - (b) the items or Information affected;
    - (c) the nature of the restriction and obligation;
    - (d) the authorised end use and end users;
    - (e) any specific restrictions on access or use by third parties, or by individuals

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based upon their nationality, to the items or Information affected; and

(f) any specific restrictions on re-transfer or re-export to third parties of the items or Information affected.

(2) 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 Authority instead of the Contractor.

(3) the Contractor and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the Authority.

(4) the Contractor shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction advised by the Authority to the Contractor under clause B4.j.

j. Where restrictions are advised by the Authority to the Contractor under clause B4.j., the Authority and the Contractor shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Contract, the restrictions shall be regarded as a change to the Specification and handled under the terms of condition A3 (Variations to Specification) and the Contract Price or Delivery schedule or both shall be adjusted as appropriate. If the Contractor is unable to perform the Contract as a result of these restrictions then the Authority shall consult with the Contractor on alternative solutions requiring amendment of the Contract under condition A2 (Amendments to Contract) and A3 (Variations to Specification) and may terminate the Contract if no alternative solution satisfies the essential terms of the Contract. Termination under these circumstances will be under the terms of condition A22 (Termination for Convenience).

k. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority undertakes to provide the Contractor with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Contract.

### **B5. Environmental Requirements**

The Contractor shall in all its operations in performing the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

### **B6. Marking of Contractor Deliverables**

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

(1) in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), or if no such requirement is specified, with the MOD stock reference number, Nato Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements);

(2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in Schedule 3 (Contract Data Sheet), or in the absence of such requirement they shall be marked as month (letters) and year (last two figures); and

(3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed, in accordance with DEFCON 129.

### **B7. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

a. The Contractor shall pack or have packed the Contractor Deliverables:

(1) in accordance with any requirements specified in Schedule 2 (Schedule of Requirements) (which if represented by packing codes shall be interpreted by reference to DEFFORM 96 and DEF STAN 81-41 (Part 1));

(2) to ensure that each Contractor Deliverable may be transported in an undamaged

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and serviceable condition.

b. The Contractor shall ensure that each package containing the Contractor Deliverables is labelled to include:

- (1) the name and address of the Consignor and Consignee as specified in Schedule 3 (Contract Data Sheet) including:
  - (a) the Delivery destination / address if not of the Consignee;
  - (b) the transit destination/address (for aggregation/disaggregation, onward shipment etc.);
- (2) the DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, or the serial number of the MOD Form 640;
- (3) the description and quantity of the Contractor Deliverables enclosed;
- (4) the full 13 digit NATO Stock Number (NSN) where the UK is registered as a user of it, or, where the requirement does not have a NSN, with the alternative reference number specified in Schedule 2 (Schedule of requirements);
- (5) the makers part, catalogue, serial or batch number as appropriate;
- (6) the Contract number (call off order numbers if Framework or as appropriate);
- (7) any statutory Hazard markings and any handling markings, including the mass of any package which exceeds 3kg;
- (8) the Packaging level (military J, N or P, special H, Commercial A etc) as specified in Schedule 2 (Schedule of Requirements);
- (9) where applicable, any particulars which cannot be marked on each Contractor Deliverable in accordance with clause B6.b.;
- (10) any additional markings specified in Schedule 2 (Schedule of Requirements);
- (11) the Primary Packaged Quantity (PPQ) (if Trade Packaging); and
- (12) if Trade Packaging to be marked in blue "TRADE PACKAGE" or if Export Trade Packaging to be marked in black "EXPORT TRADE PACKAGING".

Where UK Military or NATO Packaging is required, labelling of the Contractor Deliverables shall be in accordance with DEF STAN 81-41 (Part 6) and clause B7b.

c. Bar code markings shall be applied to the external surface of each package and to each PPQ package within. The minimum information shall include; the full 13 digit NSN, Denomination of Quantity (D of Q) see DEFFORM 96, actual quantity in package, Serial Number and / or batch number, if applicable. The bar code symbology used shall meet the requirements of STANAG 4329. Code 39 shall be the default symbology for the Packaging marking application. Requirements for positioning bar codes are defined in DEF STAN 81-41 (Part 6).

d. Where the Contractor Deliverables are, or contain Dangerous Goods within the meaning of the Regulations set out in B8.a and B8.b, the Packaging level is always Trade or Export Trade Packaging not Military Level as noted in DEF STAN 81-41 (All Parts).

e. Where UK military or NATO Packaging is required, the Contractor shall meet the requirements as specified in Schedule 2 (Schedule of Requirements). The Contractor Deliverables shall be contained in packages which comply with the requirements of DEF STAN 81-41 (parts 1, 2 and 5) and be capable of meeting the appropriate test requirements of DEF STAN 81-41 (part 3).

f. Where there is requirement to design UK military or NATO level Packaging, the work shall be undertaken by a company which is registered and certified to Military Packaging Accreditation Scheme (MPAS), (ISO 9001 based), or which is able to demonstrate that its quality systems and military package design expertise are of an equivalent standard. Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-41; testing to DEF STAN 81-41 (Part 3) or DEF STAN 00-35. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-41 (Part 4).

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g. New designs shall not be made where there is an existing SPIS or one that may be easily modified to be in accordance with the contract requirements, (see clause B7.f.). Application should be made to the Project Team (PT) or other access point for a search to establish the SPIS status using DEFFORM 129a (Application for Packaging Designs and Authorisation for Package Design Work); media format as per clause B7.j.

h. Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design.

i. SPIS designs are maintained on a central Master Packaging Database (MPD), the SPIS Index (SPIN), held on the MOD design repository or other authorised secure servers, for monitoring by the MOD and review by MPAS certified contractors and the MOD.

j. All SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format which shall be Adobe "PDF" compatible with Adobe Acrobat version 5. Any other format shall be agreed between the Packaging Design Authority (PDA) and the MOD and must be compatible with access to SPIN.

k. Production of Military Level Packaging; where it is necessary to use a SPIS design the packaging manufacturer should also be a registered Contractor as stated in clause B7.g. The manufacturer is responsible for confirming that the design is suitable.

l. Minor alterations / updates and similar to existing designs may be carried out by MPAS Certificated designers, all major / significant changes and new designs need to be authorised by the Authority's Representative (Project Manager) (unless that power is delegated to a Prime or MPAS Registered company).

m. Intellectual Property Rights (IPR); the MOD shall retain the rights to the SPIS designs or to copy or use any information relating to them, if otherwise specified.

n. Where applicable one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor is the PDA, they shall:

(a) on receipt of instructions received from the Authority's Representative, (Project Manager), prepare the required package design in accordance with DEF STAN 81- 41.

(b) where the Contractor is certified they shall, on completion of any design work, provide the Authority's Representative (Project Manager) with the following documents electronically:

(i) a list of all SPIS which have been prepared or revised against the Contract; and

(ii) a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

(c) where the PDA is not a certified organisation, they shall obtain approval for their design from a certified organisation before proceeding, then continue with clause B7.n.(1)(b).

(2) Where the Packaging contractor is not the PDA and is un-certified, they shall not produce, modify, or update etc. SPIS Designs. They shall obtain current SPIS design(s) from SPIN or a certified organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they shall apply for SPIS information as soon as practicable after receipt of Contract or Order.

(3) Where the Contractor is un-certified and has been given authority to produce, modify, and update SPIS Designs by contract, they shall obtain approval for their design from a certified organisation before proceeding, then continue with clause B7.n.(1)(b).

(4) Where the Contractor is not a PDA but is certified; follow clauses B7.n.(1)(a) and (b).

The Contractor shall note that all documents supplied as SPIS designs shall be considered as Contract Data Requirement.

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o. The Contractor shall comply with the requirements for the design of Military Packaging as follows:

(1) Where there is a requirement to design UK Military or NATO Level Packaging, the work shall be undertaken by a certified organisation, or one that although non-certified is able to demonstrate that its Quality Systems and Military Package Design expertise are of an equivalent standard.

The certification scheme (MPAS) detail is available from:

DES IMOC SCP TLS Packaging  
MOD Abbey Wood,  
Bristol, BS34 8JH

Tel: +44(0)30 679 35353

[DESIMOCSCP-TLS-Pkg@mod.uk](mailto:DESIMOCSCP-TLS-Pkg@mod.uk)

(2) Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-41; testing to DEF STAN 81-41 (Part 3) or DEF STAN 00-35. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-41 (Part 4);

(3) all Packaging contractors on receipt of a requirement shall search SPIN; or apply for a search of SPIN to establish the SPIS status (using DEFFORM 129a 'Application for Packaging Designs or their Status', media format as per clause B7.g);

(4) new designs shall not be made where there is an existing usable SPIS, or one that may be easily modified;

(5) where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design unless otherwise stated in this Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information as with SPIS, see clause B7.f);

(6) all SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format;

(7) the default electronic media format of a SPIS shall be Adobe "PDF" compatible with SPIN requirements;

(8) manufacture of Military Level Packaging; where it is necessary to use a SPIS design then the packaging manufacturer should also be a certified contractor as per clause B7.a above. The Packaging manufacturer is responsible for confirming that the design is suitable.

p. The Authority shall retain all Intellectual Property Rights (IPR) relating to the designs unless otherwise agreed in writing.

q. If special jigs, tooling etc., are required for the production of military Packaging, the Contractor shall obtain written approval from the Authority's Representative (Commercial) before providing them.

### **B8. Supply of Hazardous Material or Substance in Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this condition. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in Schedule 2 (Schedule of Requirements):

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

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- b. Certification markings, incorporating the UN logo, the package code and other prescribed Information indicating that the package corresponds to the successfully designed type shall be marked on the Packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in Schedule 3 (Contract Data Sheet) (or if no such period is specified no later than one (1) month prior to the Delivery Date), the Contractor shall provide to the Authority's Representatives in the manner and format prescribed in Schedule 3 (Contract Data Sheet) and Schedule 6:
- (1) a completed Schedule 6 (Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements), confirming whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at clause B8.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under clause B8.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional Information required by the Health and Safety at Work etc Act 1974 and shall contain:
- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a Radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed;
  - (4) where the Hazardous Contractor Deliverables are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272 / 2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-85 Design Requirements for Weapons and Associated Systems.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with clause B8.d for four (4) years after the end of the Contract and shall make them available to the Authority's Representatives on request.
- f. Nothing in this condition B8 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

### **B9. Timber and Wood-Derived Products**

- a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:
- (1) shall comply with the Contract Specification; and
  - (2) must originate either:
    - (a) from a Legal and Sustainable source; or
    - (b) from a FLEGT-licensed or equivalent source.
- b. In addition to the requirements of clause B9.a above, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
  - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract complies with the requirements of clause B9.a or B9.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a

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period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause B9.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfy the provisions of clauses B9.a and B9.b.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition A23.

g. Notwithstanding clause B9.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause B9.a and B9.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an "Independent Verification" and resulting report that will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause B9.b.

i. The statistical reporting requirement at clause B9.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition A2.

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of an Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Commercial Branch identified in the Appendix to Contract.

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition A2.

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **B10. Certificate of Conformity**

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition A23 (Contractor's Records).
- c. The Information provided on the CofC shall include:
  - (1) Contractor's name and address;
  - (2) Contractor unique CofC number;
  - (3) Contract number and where applicable Contract amendment number;
  - (4) details of any approved concessions;
  - (5) acquirer name and organisation;
  - (6) Delivery address;
  - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
  - (8) description of Contractor Deliverable, including part number, Specification and configuration status;
  - (9) identification marks, batch and serial numbers in accordance with the Specification;
  - (10) quantities;
  - (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause B10.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain, upon request in accordance with condition A23 (Contractor Records).

## **C Price**

### **C1. Contract Price**

- a. The Contractor shall supply the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

## **D Intellectual Property**

### **D1. Third Party Intellectual Property – Rights and Restrictions**

- a. The Contractor shall promptly notify the Authority as soon as they become aware of:
  - (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
  - (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

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- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract;

clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

b. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or supply under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or U K Registered Design, for the purpose of performing the Contract.

g. If, under clause D1.a, a relevant invention or design is notified to the Authority by the Contractor after the date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and
- (2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

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- h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.
- j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:
- (1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or
  - (2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.
- k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:
- (1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and
  - (2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.
- l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;
  - (2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;
  - (3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.
- m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:
- (1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;
  - (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:

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- (1) clauses D1.a – D1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
  - (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
  - (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying party has notice;
  - (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise there from and shall provide such information as the other Party may reasonably require;
  - (5) following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
  - (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

## **E Facilities and Assets**

### **E1. Access to Contractor' Premises**

- a. The Contractor shall provide to the Authority's Representatives following reasonable notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

## **F Delivery and Breach Of Contract**

### **F1. Delivery / Collection**

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
  - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
  - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;

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- (4) be responsible for all costs of Delivery; and
  - (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
  - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;
  - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
  - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause F1.b; or
  - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause F1.c.

### F2. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
  - (2) the time limit in which to reject the Contractor Deliverables defined in clause F3.b has elapsed.

### F3. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause F3.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within twenty (20) Business Days.

### F4. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

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- b. Where necessary the Authority may issue (or having issued cancel) a Diversion Order for urgent Delivery of the Contractor Deliverables identified in it:
- (1) where a Diversion Order is issued the Contractor Deliverables are to be Delivered by the quickest means available, unless otherwise directed;
  - (2) any Diversion Order which is beyond the scope of the Contract is to be returned immediately to the Authority's Representative (Commercial) with an appropriate explanation;
  - (3) if the terms of the Diversion Order are unclear, the Contractor shall contact the Authority's Representative who issued it immediately for clarification or further instruction, copying the Authority's Representative (Commercial) in on all correspondence;
  - (4) the Contractor shall be entitled to any additional Delivery and Packaging costs generated in complying with the Diversion Order or cancellation thereof, claims for which are to be submitted by the Contractor to the Authority's Representative (Commercial) together with appropriate receipts and shall be priced and agreed in writing as an amendment to the Contract in accordance with condition A2. The Contractor shall not delay complying with the Diversion Order whilst awaiting agreement of any additional Delivery and Packaging costs.

### F5. Self to Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

### F6. Authority's Remedies for Breach of Contract

- a. If the Contractor:
- (1) fails to Deliver the Contractor Deliverables (or any part thereof) by the Delivery Date in accordance with clause F1.b;
  - (2) fails to ensure that the Contractor Deliverables (or any part thereof) are available for Collection by the Delivery Date in accordance with clause F1.c;
  - (3) subject to clause F6.b, fails to supply Contractor Deliverables that comply with the Specification; or
  - (4) fails to address the Authority's concerns to the Authority's satisfaction in accordance with condition A18, or fails to supply or withholds the Information, required under clauses A18.a or B8.c and / or B8.d;
  - (5) commits a persistent failure by failing to meet either:
    - (a) a single Key Performance Indicator (KPI) on Not Applicable [INSERT NUMBER] or more occasions in a rolling [INSERT NUMBER] month period; or
    - (b) Not Applicable [INSERT NUMBER] or more KPIs on a rolling Not Applicable [INSERT NUMBER] month period,where this Contract includes a KPI regime under Section L; or
  - (6) otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

- (7) where the Contractor commits a persistent failure in accordance with clause F6.a.(5) or where the breach is material, in accordance with clause F6.a.(6), to terminate the Contract or the relevant part thereof with immediate effect by giving written notice to the Contractor;
- (8) reject those Contractor Deliverables that it has not accepted in accordance with condition F2 and return them to the Contractor in accordance with condition F3 and the Contractor shall refund to the Authority any sums paid in respect of the rejected Contractor Deliverables;
- (9) give the Contractor the opportunity at the Contractor's expense to remedy any defect in the Contractor Deliverables, to supply replacement Contractor Deliverables or otherwise

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to rectify the failure or breach within the Authority-specified time limits;

(10) to claim such damages as may have been sustained as a result of the Contractor's breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

(a) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or

(b) obtaining the Contractor Deliverables in substitution from another supplier.

b. The Contractor shall not be liable for the Contractor Deliverables' failure to comply with the Specification to the extent that any such non-compliance is attributable to one or more of the following circumstances:

(1) failure by the Authority to install, operate, maintain or store Contractor Deliverables in accordance with any documentation provided by the Contractor;

(2) fair wear and tear, misuse, neglect, accident or negligence, repair or modification by the Authority;

(3) damage caused by the Authority during transportation of the Contractor Deliverables in accordance with clause F1.c.

c. This condition F6 shall apply to any repaired or replacement Contractor Deliverables supplied by the Contractor in accordance with clause F6.a.(9).

d. In the event that the Authority terminates the Contract in whole or in part pursuant to this clause F6.a.(7) or for any other lawful reason, the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

e. The Authority's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

## **G Payment And Receipts**

### **G1. Payment**

a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P, by MOD Form 640, or by AG173. Payment may only be made using P2P where the Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).

b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.

c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using P2P, submit a properly completed DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes;

(2) submit the appropriate coloured copy of MOD Form 640 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or

(3) submit a properly completed AG173 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).

d. Upon receipt of DEFFORM 129J, the appropriate coloured copy of MOD Form 640 or AG173, the Authority shall without delay:

(1) approve payment by entering the relevant details into P2P to indicate receipt of the applicable Contractor Deliverables, or completing and signing the brown copy of the MOD Form 640 acknowledging receipt of the Contractor Deliverables, or AG173, and returning it to the Contractor; or

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- (2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.
- e. The Contractor shall submit a claim for payment to DBS Finance by either:
- (1) using a properly prepared message structure and format for invoice payment using P2P in accordance with the arrangements set out, or referenced in DEFFORM 30; or
  - (2) forwarding the completed MOD Form 640 or AG173 signed by the Authority, together with a properly completed DAB Form 10.
- f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:
- (1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and
  - (2) the date of completion of the part of the Contract to which the request for approval of payment relates.
- g. Where using the MOD Form 640 or AG173, the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 from the Authority showing payment approval in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.
- h. Where the Authority is responsible for Collecting the Contractor Deliverables the Authority shall be deemed not to have received the DEFFORM 129J, MOD Form 640, AG173 or for the purposes of clause G1.c until the earlier of:
- (1) the Contractor Deliverables being received by the Consignee; or
  - (2) five (5) days after the Contractor Deliverables are available for Collection by the Authority as confirmed by the Contractor to the Authority's Representative (Transport) in accordance with clause F1c.(4).
- i. The approval of payment by the Authority under clause G1.d shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under condition F6 or otherwise.
- j. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any Government Department.

### **G2. Value Added Tax**

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of any Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the contract price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).
- c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority's Representative. The Contractor shall notify the Authority's Representative of the Authority's VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.
- d. Where the supply of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK,

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the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables.

### **G3. Debt Factoring**

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (Assignment of Contract), the Contractor may assign to a third Party (“the Assignee”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition G3 shall be subject to:
- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.j;
  - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - (3) the Authority receiving notification under both clauses G3.b and G3.c.(2).
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause G3.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
- (1) is made aware of the Authority’s continuing rights under clauses G3.a.(1) and G3.a.(2); and
  - (2) notifies the Authority of the Assignee’s contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses G3.a.(1) and G3.a.(2).
- d. The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

## **H Contract Administration**

### **H1. Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor’s representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority’s Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet).

### **H2. Authority Representatives**

- a. Any reference to the Authority in respect of:
- (1) the giving of consent;
  - (2) the delivering of any Notices; or
  - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority’s Representatives in accordance with this condition H2.

- b. The Authority’s Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority’s Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

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- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

### H3. Notices

- a. A Notice served under the Contract shall be:
- (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's representative, and to the address set out in Schedule 3 (Contract Data Sheet);
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

### J. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

#### J1. DEFCON's applicable to this Contract

DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value  
DEFCON 812 (Edn 04/15) Single Source Open Book  
DEFCON 815 (Edn 04/15) Contract Pricing Statement

#### J2. DEFFORM applicable to this Contract

- a. None Applicable

#### J3. Quality Assurance related DEFSTANS and relevant AQAP Standard:

- a. A Deliverable Quality Plan is not required for the purposes of this Contract.
- b. The Contractor shall ensure that the Contract is carried out in accordance with the quality requirements specified in Schedule 2 of the Contract.
- c. For the purposes of this contract the requirements of paragraph 5.4 of AQAP 2120 are waived. However the Contractor needs to be able to demonstrate to the Acquirer's representative that there is a system in place that provides objective evidence that product realisation in accordance with the contract requirements can be achieved.
- AQAP 2120 edition 3 (NATO Quality Assurance Requirements for Production)

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- DEFSTAN 05-57 issue 6 (Configuration Management of Defence Material)
- DEFSTAN 05-61 part 1 issue 6 (Concessions)
- DEFSTAN 05-135 Issue 1 Avoidance of Counterfeit Material.

### **J4. Authority's QA Authority**

- a. When called up in standards invoked by the Contract, Quality Assurance Representative (QAR) is to be read as Government Quality Assurance Representative (GQAR and/or Acquirer). The delegated Quality Assurance Focal Point (QAFF) for the Contract is as stated in Box 7 of DEFFORM 111 – Appendix to Contract – at Annex A to Schedule 3

### **K. The special conditions that apply to this Contract are:**

- a. None applicable

### **K1. Copyright**

- a. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.
- b. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
- c. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
- d. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:
  - (1) to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;
  - (2) to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;
  - (3) to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;
  - (4) to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause f. below.

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e. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.

f. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.

g. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.

h. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

### **L. The processes that apply to this Contract are:**

Not Applicable

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### Schedule 1 - Definitions of Contract

<b>AG173</b>	means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;
<b>Articles</b>	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. <b>(This definition only applies when DEFCONs/DEFFORMs are added to these Conditions);</b>
<b>Assets</b>	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	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;
<b>Business Day</b>	means any day excluding: <ol style="list-style-type: none"><li>Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;</li><li>privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and</li><li>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;</li></ol>
<b>Central Government Body</b>	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: <ol style="list-style-type: none"><li>Government Department;</li><li>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>Non-Ministerial Department; or</li><li>Executive Agency;</li></ol>
<b>Child Labour Legislation</b>	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.
<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause F1.c and Collected and Collection shall be construed accordingly;
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract

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Data Sheet) to whom the Contractor Deliverables are 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;

<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);
<b>Contract Price</b>	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.
<b>Contractor</b>	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;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 9 (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;
<b>Contractor Deliverables</b>	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 in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports;
<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li></ul> <p>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;</p>
<b>CPET</b>	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
<b>Crown Use</b>	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;
<b>DAB Form 10</b>	means the MOD invoice summary form;

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<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition F1 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	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;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	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);
<b>Effective Date of Contract</b>	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;
<b>Evidence</b>	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;
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	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;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
<b>Independent Verification</b>	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";

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<b>Information</b>	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;
<b>Key Performance Indicators</b>	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management";
<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	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;
<b>Military Level Packaging</b>	Packaging that by the nature of the packaged item, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial packaging normally provides;
<b>Military Packaging Accreditation Scheme (MPAS)</b>	is a MOD sponsored scheme to accredit military packaging designers capable of producing SPIS designs acceptable to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS / DR14. MPAS detail is available from: <a href="mailto:DESJSCSCM-EngTLS-Pkg@mod.uk">DESJSCSCM-EngTLS-Pkg@mod.uk</a> ;
<b>Minor Change</b>	means any change that does not significantly / materially affect the nature of the Contractor Deliverables;
<b>MPAS Registered Organisation</b>	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;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>MOD Form 640</b>	means the MOD Form in 5 separate parts, each with a different role in the Delivery / Collection and payment process, which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);
<b>NATO</b>	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;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>P2P</b>	means the MOD electronic ordering, receipting and payment system;

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<b>Packaging</b>	<p>Verb. The operations involved in the preparation of material for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	<p>shall mean the organisation that is responsible for the original 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;</p>
<b>Parties</b>	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
<b>Primary Packaging Quantity (PPQ)</b>	<p>means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;</p>
<b>Recycled Timber</b>	<p>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:</p> <ul style="list-style-type: none"><li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li><li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li><li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li></ul> <p>it excludes sawmill co-products;</p>
<b>Schedule of Requirements</b>	<p>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;</p>
<b>Short-Rotation Coppice</b>	<p>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;</p>
<b>Specification</b>	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);</p>
<b>STANAG 4329</b>	<p>means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/fags.html">https://www.dstan.mod.uk/fags.html</a>;</p>
<b>Subcontractor</b>	<p>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);</p>
<b>Supported Businesses</b>	<p>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;</p>

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**Timber and Wood-Derived Products**

means timber (including Recycled Timber and Virgin Timber but 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;

**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;

**Virgin Timber**

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

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**Schedule 2 - Schedule of Requirements for Contract No: SHIPACQ113**

WHOLESHIP VALVES

Line Item	Description	ACA 40M Number	Supplier Reference	Order Quantity	Unit Cost (£) Single item	Total Cost (£)	Procurement Lead Time From Contract Placement (weeks)
1	Non-Return Valve	40011139		3	REDATCTED 2.01	REDATCTED	11
2	Flame Arrester	40061124		1	REDATCTED	REDATCTED	33
3	Hard Goods Kit		SM-0495-HGK	1	REDATCTED	REDATCTED	8
4	Soft Goods Kit		SM-0495-SGK	4	REDATCTED	REDATCTED	8
5	Soft Goods Kit		SM-0278-SGK	10	REDATCTED	REDATCTED	12
6	Dynamic Balancing Valve	40026330		5	REDATCTED	REDATCTED	33
7	Hard Goods Kit		SM-0327-HGK	26	REDATCTED	REDATCTED	28
8	Dynamic Balancing Valve	40026331		1	REDATCTED	REDATCTED	33
9	Hard Goods Kit		SM-0328-HGK	5	REDATCTED	REDATCTED	28
10	Dynamic Balancing Valve	40026332		1	REDATCTED	REDATCTED	33
11	Hard Goods Kit		SM-0329-HGK	5	REDATCTED	REDATCTED	28
12	Dynamic Balancing Valve	40026333		1	REDATCTED	REDATCTED	33
13	Hard Goods Kit		SM-0330-HGK	5	REDATCTED	REDATCTED	28
14	Dynamic Balancing Valve	40029271		1	REDATCTED	REDATCTED	33
15	Hard Goods Kit		SM-0344-HGK	10	REDATCTED	REDATCTED	28
16	Dynamic Balancing Valve	40029313		1	REDATCTED	REDATCTED	33
17	Hard Goods Kit		SM-0346-HGK	5	REDATCTED	REDATCTED	28
18	Non-Return Valve	40013732		1	REDATCTED	REDATCTED	17
19	Hard Goods Kit		SM-0244-HGK	10	REDATCTED	REDATCTED	12
20	Non-Return Valve	40017189		1	REDATCTED	REDATCTED	17
21	Hard Goods Kit		SM-0271-HGK	10	REDATCTED	REDATCTED	12
22	Non-Return Valve	40017190		1	REDATCTED	REDATCTED	17
23	Hard Goods Kit		SM-0272-HGK	10	REDATCTED	REDATCTED	12
24	Non-Return Valve	40017191		1	REDATCTED	REDATCTED	17
25	Hard Goods Kit		SM-0273-HGK	5	REDATCTED	REDATCTED	12
26	Hard Goods Kit		SM-0274-HGK	10	REDATCTED	REDATCTED	12
27	Non-Return Valve	40017977		1	REDATCTED	REDATCTED	17
28	Hard Goods Kit		SM-0281-HGK	5	REDATCTED	REDATCTED 2.55	12

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29	Non-Return Valve	40019429		1	REDATCTED	REDATCTED	17
30	Hard Goods Kit		SM-0299-HGK	5	REDATCTED	REDATCTED	12
31	Electrically Actuated Butterfly Valve	40009117		1	REDATCTED	REDATCTED	32
32	Soft Goods Kit		SM-0010-SGK	4	REDATCTED	REDATCTED	22
33	Hard Goods Kit		SM-0010-HGK	1	REDATCTED	REDATCTED	22
34	Butterfly Valve	40009129		1	REDATCTED	REDATCTED	32
35	Soft Goods Kit		SM-0016-SGK	4	REDATCTED	REDATCTED	22
36	Hard Goods Kit		SM-0016-HGK	1	REDATCTED	REDATCTED	22
37	Electrically Actuated Butterfly Valve	40010989		2	REDATCTED	REDATCTED	32
38	Soft Goods Kit		SM-0018-SGK	12	REDATCTED	REDATCTED	22
39	Hard Goods Kit		SM-0018-HGK	3	REDATCTED	REDATCTED	22
40	Butterfly Valve	40011286		1	REDATCTED	REDATCTED	32
41	Soft Goods Kit		SM-0067-SGK	4	REDATCTED	REDATCTED	22
42	Hard Goods Kit		SM-0067-HGK	1	REDATCTED	REDATCTED	22
43	Electrically Actuated Butterfly Valve	40011343		2	REDATCTED	REDATCTED	32
44	Soft Goods Kit		SM-0070-SGK	12	REDATCTED	REDATCTED	22
45	Hard Goods Kit		SM-0070-HGK	3	REDATCTED	REDATCTED	22
46	Electrically Actuated Butterfly Valve	40011346		1	REDATCTED	REDATCTED	32
47	Soft Goods Kit		SM-0071-SGK	4	REDATCTED	REDATCTED	22
48	Hard Goods Kit		SM-0071-HGK	1	REDATCTED	REDATCTED	22
49	Butterfly Valve	40011590		1	REDATCTED	REDATCTED	29
50	Soft Goods Kit		SM-0174-SGK	4	REDATCTED	REDATCTED	22
51	Hard Goods Kit		SM-0174-HGK	1	REDATCTED	REDATCTED	22
52	Electrically Actuated Butterfly Valve	40023255		1	REDATCTED	REDATCTED	32
53	Soft Goods Kit		SM-0315-SGK	4	REDATCTED	REDATCTED	22
54	Hard Goods Kit		SM-0315-HGK	1	REDATCTED	REDATCTED	22
55	Electrically Actuated Ball Valve	40034920		2	REDATCTED	REDATCTED	22
56	Soft Goods Kit		SM-0362-SGK	12	REDATCTED	REDATCTED	12
57	Hard Goods Kit		SM-0362-HGK	3	REDATCTED	REDATCTED	14
58	Non-Return Valve	40011478		1	REDATCTED	REDATCTED	10
59	Hard Goods Kit		SM-0135-HGK	10	REDATCTED	REDATCTED	8
60	Non-Return Valve	40011479		1	REDATCTED	REDATCTED	10
61	Hard Goods Kit		SM-0136-HGK	5	REDATCTED	REDATCTED	8
62	Dynamic Balancing Valve	40026329		5	REDATCTED	REDATCTED	33
63	Hard Goods Kit		SM-0326-HGK	26	REDATCTED	REDATCTED	28
64	Butterfly Valve	40046162		1	REDATCTED	REDATCTED	27
65	Soft Goods Kit		SM-0432-SGK	8	REDATCTED	REDATCTED 2.129	22

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66	Hard Goods Kit		SM-0432-HGK	2	REDACTED	REDACTED	28
67	Butterfly Valve	40046163		1	REDACTED	REDACTED	27
68	Soft Goods Kit		SM-0433-SGK	8	REDACTED	REDACTED	22
69	Hard Goods Kit		SM-0433-HGK	2	REDACTED	REDACTED	28
70	Butterfly Valve	40046165		2	REDACTED	REDACTED	27
71	Soft Goods Kit		SM-0434-SGK	12	REDACTED	REDACTED	22
72	Hard Goods Kit		SM-0434-HGK	3	REDACTED	REDACTED	28
73	Butterfly Valve	40046167		1	REDACTED	REDACTED	27
74	Soft Goods Kit		SM-0435-SGK	8	REDACTED	REDACTED	22
75	Hard Goods Kit		SM-0435-HGK	2	REDACTED	REDACTED	28
76	Butterfly Valve	40046168		1	REDACTED	REDACTED	27
77	Soft Goods Kit		SM-0436-SGK	4	REDACTED	REDACTED	22
78	Hard Goods Kit		SM-0436-HGK	1	REDACTED	REDACTED	28
79	Butterfly Valve	40046169		1	REDACTED	REDACTED	27
80	Soft Goods Kit		SM-0437-SGK	4	REDACTED	REDACTED	22
81	Hard Goods Kit		SM-0437-HGK	1	REDACTED	REDACTED	28
82	Butterfly Valve	40046170		1	REDACTED	REDACTED	27
83	Soft Goods Kit		SM-0438-SGK	4	REDACTED	REDACTED	22
84	Hard Goods Kit		SM-0438-HGK	1	REDACTED	REDACTED	28
85	Butterfly Valve	40046171		1	REDACTED	REDACTED	27
86	Soft Goods Kit		SM-0439-SGK	4	REDACTED	REDACTED	22
87	Hard Goods Kit		SM-0439-HGK	1	REDACTED	REDACTED	28
88	Butterfly Valve	40046174		1	REDACTED	REDACTED	27
89	Soft Goods Kit		SM-0440-SGK	4	REDACTED	REDACTED	22
90	Hard Goods Kit		SM-0440-HGK	1	REDACTED	REDACTED	28
91	Butterfly Valve	40054485		1	REDACTED	REDACTED	27
92	Soft Goods Kit		SM-0461-SGK	4	REDACTED	REDACTED	22
93	Hard Goods Kit		SM-0461-HGK	1	REDACTED	REDACTED	28
94	Butterfly Valve	40054486		1	REDACTED	REDACTED	27
95	Soft Goods Kit		SM-0462-SGK	4	REDACTED	REDACTED	22
96	Hard Goods Kit		SM-0462-HGK	1	REDACTED	REDACTED	28
97	Non-Return Valve	40011384		1	REDACTED	REDACTED	19
98	Soft Goods Kit		SM-0097-SGK	8	REDACTED	REDACTED	12
99	Hard Goods Kit		SM-0097-HGK	2	REDACTED	REDACTED	14
100	Non-Return Stop Valve	40011507		8	REDACTED	REDACTED	19
101	Soft Goods Kit		SM-0157-SGK	30	REDACTED	REDACTED	12
102	Hard Goods Kit		SM-0157-HGK	10	REDACTED	REDACTED 2.202	14

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103	Diaphragm Valve	40011483		1	REDATCTED	REDATCTED	36
104	Soft Goods Kit		SM-0140-SGK	4	REDATCTED	REDATCTED	22
105	Hard Goods Kit		SM-0140-HGK	1	REDATCTED	REDATCTED	28
106	Diaphragm Valve	40011484		1	REDATCTED	REDATCTED	36
107	Soft Goods Kit		SM-0141-SGK	4	REDATCTED	REDATCTED	22
108	Hard Goods Kit		SM-0141-HGK	1	REDATCTED	REDATCTED	28
109	Diaphragm Valve	40011485		1	REDATCTED	REDATCTED	36
110	Soft Goods Kit		SM-0142-SGK	8	REDATCTED	REDATCTED	22
111	Hard Goods Kit		SM-0142-HGK	2	REDATCTED	REDATCTED	28
112	Diaphragm Valve	40011486		1	REDATCTED	REDATCTED	25
113	Soft Goods Kit		SM-0143-SGK	4	REDATCTED	REDATCTED	24
114	Hard Goods Kit		SM-0143-HGK	1	REDATCTED	REDATCTED	24
115	Diaphragm Valve	40011487		1	REDATCTED	REDATCTED	36
116	Soft Goods Kit		SM-0144-SGK	8	REDATCTED	REDATCTED	22
117	Hard Goods Kit		SM-0144-HGK	2	REDATCTED	REDATCTED	28
118	Diaphragm Valve	40011488		1	REDATCTED	REDATCTED	25
119	Soft Goods Kit		SM-0145-SGK	8	REDATCTED	REDATCTED	24
120	Hard Goods Kit		SM-0145-HGK	2	REDATCTED	REDATCTED	24
121	Diaphragm Valve	40019426		1	REDATCTED	REDATCTED	25
122	Soft Goods Kit		SM-0296-SGK	4	REDATCTED	REDATCTED	24
123	Hard Goods Kit		SM-0296-HGK	1	REDATCTED	REDATCTED	24
124	Diaphragm Valve	40019427		1	REDATCTED	REDATCTED	33
125	Soft Goods Kit		SM-0297-SGK	4	REDATCTED	REDATCTED	22
126	Hard Goods Kit		SM-0297-HGK	1	REDATCTED	REDATCTED	28
127	Diaphragm Valve	40019428		1	REDATCTED	REDATCTED	25
128	Soft Goods Kit		SM-0298-SGK	4	REDATCTED	REDATCTED	24
129	Hard Goods Kit		SM-0298-HGK	1	REDATCTED	REDATCTED	24
130	Diaphragm Valve	40022688		1	REDATCTED	REDATCTED	36
131	Soft Goods Kit		SM-0307-SGK	8	REDATCTED	REDATCTED	22
132	Hard Goods Kit		SM-0307-HGK	2	REDATCTED	REDATCTED	28
133	Non-Return Valve	40044583		1	REDATCTED	REDATCTED	10
134	Soft Goods Kit		SM-0420-SGK	4	REDATCTED	REDATCTED	8
135	Hard Goods Kit		SM-0420-HGK	1	REDATCTED	REDATCTED	8
136	Soft Goods Kit		SM-0338-SGK	4	REDATCTED	REDATCTED	12
137	Hard Goods Kit		SM-0338-HGK	1	REDATCTED	REDATCTED	14
138	Soft Goods Kit		SM-0339-SGK	8	REDATCTED	REDATCTED	12
139	Hard Goods Kit		SM-0339-HGK	2	REDATCTED	REDATCTED 2.279	14

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140	Soft Goods Kit		SM-0340-SGK	4	REDACTED	REDACTED	12
141	Hard Goods Kit		SM-0340-HGK	1	REDACTED	REDACTED	14
142	Soft Goods Kit		SM-0341-SGK	4	REDACTED	REDACTED	12
143	Hard Goods Kit		SM-0341-HGK	1	REDACTED	REDACTED	14
144	Soft Goods Kit		SM-0342-SGK	12	REDACTED	REDACTED	12
145	Hard Goods Kit		SM-0342-HGK	3	REDACTED	REDACTED	14
146	Non-Return Foot Valve	40011500		1	REDACTED	REDACTED	25
147	Soft Goods Kit		SM-0154-SGK	8	REDACTED	REDACTED	24
148	Hard Goods Kit		SM-0154-HGK	2	REDACTED	REDACTED	24
149	Non-Return Foot Valve	40011504		1	REDACTED	REDACTED	25
150	Soft Goods Kit		SM-0155-SGK	4	REDACTED	REDACTED	24
151	Hard Goods Kit		SM-0155-HGK	1	REDACTED	REDACTED	24
152	Non-Return Foot Valve	40011505		1	REDACTED	REDACTED	25
153	Soft Goods Kit		SM-0156-SGK	4	REDACTED	REDACTED	24
154	Hard Goods Kit		SM-0156-HGK	1	REDACTED	REDACTED	24
155	Non-Return Foot Valve	40022685		1	REDACTED	REDACTED	25
156	Soft Goods Kit		SM-0305-SGK	8	REDACTED	REDACTED	24
157	Hard Goods Kit		SM-0305-HGK	2	REDACTED	REDACTED	24
158	Non-Return Valve	40011147		1	REDACTED	REDACTED	32
159	Soft Goods Kit		SM-0029-SGK	8	REDACTED	REDACTED	28
160	Hard Goods Kit		SM-0029-HGK	2	REDACTED	REDACTED	28
161	Gate Valve	40020488		1	REDACTED	REDACTED	13
162	Soft Goods Kit		SM-0304-SGK	5	REDACTED	REDACTED	6
163	Non-Return Valve	40009108		1	REDACTED	REDACTED	30
164	Hard Goods Kit		SM-0004-HGK	5	REDACTED	REDACTED	26
165	Non-Return Valve	40010990		1	REDACTED	REDACTED	30
166	Hard Goods Kit		SM-0019-HGK	5	REDACTED	REDACTED	26
167	Non-Return Valve	40011227		1	REDACTED	REDACTED	30
168	Hard Goods Kit		SM-0045-HGK	5	REDACTED	REDACTED	26
169	Non-Return Valve	40011228		1	REDACTED	REDACTED	30
170	Hard Goods Kit		SM-0046-HGK	5	REDACTED	REDACTED	26
171	Non-Return Valve	40011278		1	REDACTED	REDACTED	30
172	Hard Goods Kit		SM-0064-HGK	5	REDACTED	REDACTED	26
173	Non-Return Valve	40011225		1	REDACTED	REDACTED	30
174	Hard Goods Kit		SM-0044-HGK	10	REDACTED	REDACTED	26
175	Spring Loaded Swing Check Non-Return Valve	40035557		1	REDACTED	REDACTED	27
176	Hard Goods Kit		SM-0369-HGK	10	REDACTED	REDACTED 2.334	26

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177	Non-Return Valve	40043302		1	REDATCTED	REDATCTED	30
178	Hard Goods Kit		SM-0402-HGK	5	REDATCTED	REDATCTED	26
179	Non-Return Valve	40043304		1	REDATCTED	REDATCTED	27
180	Hard Goods Kit		SM-0404-HGK	5	REDATCTED	REDATCTED	26
181	Non-Return Valve	40011351		1	REDATCTED	REDATCTED	28
182	Soft Goods Kit		SM-0074-SGK	5	REDATCTED	REDATCTED	22
183	Non-Return Valve	40011146		2	REDATCTED	REDATCTED	19
184	Soft Goods Kit		SM-0028-SGK	12	REDATCTED	REDATCTED	12
185	Hard Goods Kit		SM-0028-HGK	3	REDATCTED	REDATCTED	14
186	Non-Return Valve	40011148		1	REDATCTED	REDATCTED	19
187	Soft Goods Kit		SM-0030-SGK	8	REDATCTED	REDATCTED	12
188	Hard Goods Kit		SM-0030-HGK	2	REDATCTED	REDATCTED	14
189	Pressure Relief Valve	40013336		1	REDATCTED	REDATCTED	12
190	Soft Goods Kit		SM-0239-SGK	4	REDATCTED	REDATCTED	8
191	Hard Goods Kit		SM-0239-HGK	1	REDATCTED	REDATCTED	8
192	Screw Down Non-Return Valve	40011410		1	REDATCTED	REDATCTED	27
193	Hard Goods Kit		SM-0121-HGK	5	REDATCTED	REDATCTED	26
194	Screw Down Non-Return Valve	40033039		1	REDATCTED	REDATCTED	30
195	Hard Goods Kit		SM-0357-HGK	5	REDATCTED	REDATCTED	26
196	Butterfly Valve	40042481		1	REDATCTED	REDATCTED	29
197	Soft Goods Kit		SM-0388-SGK	4	REDATCTED	REDATCTED	22
198	Hard Goods Kit		SM-0388-HGK	1	REDATCTED	REDATCTED	22
199	Electrically Actuated Butterfly Valve	40043714		1	REDATCTED	REDATCTED	32
200	Soft Goods Kit		SM-0416-SGK	4	REDATCTED	REDATCTED	22
201	Hard Goods Kit		SM-0416-HGK	1	REDATCTED	REDATCTED	22
202	Globe Valve	40032962		1	REDATCTED	REDATCTED	19
203	Soft Goods Kit		SM-0353-SGK	8	REDATCTED	REDATCTED	12
204	Hard Goods Kit		SM-0353-HGK	2	REDATCTED	REDATCTED	14
205	Soft Goods Kit		SM-0195-SGK	4	REDATCTED	REDATCTED	12
206	Hard Goods Kit		SM-0195-HGK	1	REDATCTED	REDATCTED	14
207	Soft Goods Kit		SM-0196-SGK	8	REDATCTED	REDATCTED	12
208	Hard Goods Kit		SM-0196-HGK	2	REDATCTED	REDATCTED	14
209	Soft Goods Kit		SM-0197-SGK	4	REDATCTED	REDATCTED	12
210	Hard Goods Kit		SM-0197-HGK	1	REDATCTED	REDATCTED	14
211	Electrically Actuated Flow Control Valve	40014833		2	REDATCTED	REDATCTED	22
212	Soft Goods Kit		SM-0250-SGK	8	REDATCTED	REDATCTED	18
213	Hard Goods Kit		SM-0250-HGK	5	REDATCTED	REDATCTED 2.408	18

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214	Electrically Actuated Gate Valve	40020367		1	REDATCTED	REDATCTED	16
215	Soft Goods Kit		SM-0303-SGK	5	REDATCTED	REDATCTED	6
216	Vent Check Valve	40012063		5	REDATCTED	REDATCTED	10
217	Soft Goods Kit		SM-0189-SGK	18	REDATCTED	REDATCTED	7
218	Hard Goods Kit		SM-0189-HGK	8	REDATCTED	REDATCTED	8
219	Vent Check Valve	40035731		10	REDATCTED	REDATCTED	11
220	Hard Goods Kit		SM-0373-HGK	70	REDATCTED	REDATCTED	8
221	Vent check with Flame Arrester	40013033		1	REDATCTED	REDATCTED	10
222	Soft Goods Kit		SM-0207-SGK	8	REDATCTED	REDATCTED	7
223	Hard Goods Kit		SM-0207-HGK	2	REDATCTED	REDATCTED	8
224	Vent Check Valve with Flame Arrester	40013034		1	REDATCTED	REDATCTED	10
225	Soft Goods Kit		SM-0208-SGK	8	REDATCTED	REDATCTED	7
226	Hard Goods Kit		SM-0208-HGK	2	REDATCTED	REDATCTED	8
227	Vent Check Valve with Flame Arrester	40013035		1	REDATCTED	REDATCTED	10
228	Soft Goods Kit		SM-0209-SGK	4	REDATCTED	REDATCTED	7
229	Hard Goods Kit		SM-0209-HGK	1	REDATCTED	REDATCTED	8
230	Vent Check Valve with Flame Arrester	40013036		1	REDATCTED	REDATCTED	10
231	Soft Goods Kit		SM-0210-SGK	4	REDATCTED	REDATCTED	7
232	Hard Goods Kit		SM-0210-HGK	1	REDATCTED	REDATCTED	8
233	Vent Check Valve with Flame Arrester	40013037		1	REDATCTED	REDATCTED	10
234	Soft Goods Kit		SM-0211-SGK	8	REDATCTED	REDATCTED	7
235	Hard Goods Kit		SM-0211-HGK	2	REDATCTED	REDATCTED	8
236	Vent Check Valve with Flame Arrester	40013039		1	REDATCTED	REDATCTED	10
237	Soft Goods Kit		SM-0212-SGK	8	REDATCTED	REDATCTED	7
238	Hard Goods Kit		SM-0212-HGK	2	REDATCTED	REDATCTED	8
239	Vent check with Flame Arrester	40013040		1	REDATCTED	REDATCTED	10
240	Soft Goods Kit		SM-0213-SGK	4	REDATCTED	REDATCTED	7
241	Hard Goods Kit		SM-0213-HGK	1	REDATCTED	REDATCTED	8
242	Vent Check Valve with Flame Arrester	40013042		1	REDATCTED	REDATCTED	10
243	Soft Goods Kit		SM-0214-SGK	4	REDATCTED	REDATCTED	7
244	Hard Goods Kit		SM-0214-HGK	1	REDATCTED	REDATCTED	8
245	Vent Check Valve with Flame Arrester	40013043		1	REDATCTED	REDATCTED	10
246	Soft Goods Kit		SM-0215-SGK	4	REDATCTED	REDATCTED	7
247	Hard Goods Kit		SM-0215-HGK	1	REDATCTED	REDATCTED	8
248	Vent Check Valve with Flame Arrester	40030864		1	REDATCTED	REDATCTED	10
249	Soft Goods Kit		SM-0348-SGK	4	REDATCTED	REDATCTED	7
250	Hard Goods Kit		SM-0348-HGK	1	REDATCTED	REDATCTED 2.481	8

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251	Vent Check Valve with Flame Arrester	40030866		1	REDATCTED	REDATCTED	10
252	Soft Goods Kit		SM-0349-SGK	4	REDATCTED	REDATCTED	7
253	Hard Goods Kit		SM-0349-HGK	1	REDATCTED	REDATCTED	8
254	Vent Check Valve with Flame Arrester	40035538		1	REDATCTED	REDATCTED	10
255	Soft Goods Kit		SM-0367-SGK	4	REDATCTED	REDATCTED	7
256	Hard Goods Kit		SM-0367-HGK	1	REDATCTED	REDATCTED	8
257	Vent Check Valve with Flame Arrester	40035539		1	REDATCTED	REDATCTED	10
258	Soft Goods Kit		SM-0368-SGK	4	REDATCTED	REDATCTED	7
259	Hard Goods Kit		SM-0368-HGK	1	REDATCTED	REDATCTED	8
260	Vent Check Valve with Flame Arrester	40052849		1	REDATCTED	REDATCTED	10
261	Soft Goods Kit		SM-0459-SGK	4	REDATCTED	REDATCTED	7
262	Hard Goods Kit		SM-0459-HGK	1	REDATCTED	REDATCTED	8
263	Vent Check Valve	40012069		1	REDATCTED	REDATCTED	10
264	Soft Goods Kit		SM-0191-SGK	4	REDATCTED	REDATCTED	7
265	Hard Goods Kit		SM-0191-HGK	1	REDATCTED	REDATCTED	8
266	Vent Check Valve	40012070		1	REDATCTED	REDATCTED	10
267	Soft Goods Kit		SM-0192-SGK	4	REDATCTED	REDATCTED	7
268	Hard Goods Kit		SM-0192-HGK	1	REDATCTED	REDATCTED	8
269	Hydrant Valve	40014831		5	REDATCTED	REDATCTED	25
270	Vent Check Valve	40025526		1	REDATCTED	REDATCTED	10
271	Soft Goods Kit		SM-0320-SGK	4	REDATCTED	REDATCTED	7
272	Hard Goods Kit		SM-0320-HGK	1	REDATCTED	REDATCTED	8
273	Vent Check Valve	40025527		1	REDATCTED	REDATCTED	10
274	Soft Goods Kit		SM-0321-SGK	4	REDATCTED	REDATCTED	7
275	Hard Goods Kit		SM-0321-HGK	1	REDATCTED	REDATCTED	8
276	Screw Down Non-Return Valve	40043301		1	REDATCTED	REDATCTED	30
277	Hard Goods Kit		SM-0401-HGK	5	REDATCTED	REDATCTED	26
278	Screw Down Non-Return Valve	40043612		1	REDATCTED	REDATCTED	19
279	Soft Goods Kit		SM-0413-SGK	4	REDATCTED	REDATCTED	12
280	Hard Goods Kit		SM-0413-HGK	1	REDATCTED	REDATCTED	14
281	Pressure Relief Valve	40060922		1	REDATCTED	REDATCTED	11
282	Soft Goods Kit		SM-0493-SGK	5	REDATCTED	REDATCTED	6
283	AVTUR Tank Bursting Disc Holder Assembly	40061156		1	REDATCTED	REDATCTED	33
284	Soft Goods Kit		SM-0497-SGK	4	REDATCTED	REDATCTED	8
285	Hard Goods Kit		SM-0497-HGK	1	REDATCTED	REDATCTED	8
286	Electrically Actuated Butterfly Valve	40046152		5	REDATCTED	REDATCTED	32
287	Soft Goods Kit		SM-0428-SGK	18	REDATCTED	REDATCTED 2.555	22

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288	Hard Goods Kit		SM-0428-HGK	8	REDACTED	REDACTED	22
289	Electrically Actuated Butterfly Valve	40046155		1	REDACTED	REDACTED	32
290	Soft Goods Kit		SM-0429-SGK	8	REDACTED	REDACTED	22
291	Hard Goods Kit		SM-0429-HGK	2	REDACTED	REDACTED	22
292	Electrically Actuated Butterfly Valve	40046156		1	REDACTED	REDACTED	32
293	Soft Goods Kit		SM-0430-SGK	8	REDACTED	REDACTED	22
294	Hard Goods Kit		SM-0430-HGK	2	REDACTED	REDACTED	22
295	Balanced Piston Valve	40011398		5	REDACTED	REDACTED	33
296	Soft Goods Kit		SM-0111-SGK	18	REDACTED	REDACTED	22
297	Hard Goods Kit		SM-0111-HGK	8	REDACTED	REDACTED	28
298	Balanced Piston Valve	40011519		2	REDACTED	REDACTED	33
299	Soft Goods Kit		SM-0160-SGK	8	REDACTED	REDACTED	22
300	Hard Goods Kit		SM-0160-HGK	5	REDACTED	REDACTED	28
301	Non-Return Valve	40011230		13	REDACTED	REDACTED	11
302	Non-Return Valve	40011232		5	REDACTED	REDACTED	11
303	Ball Valve	40011274		1	REDACTED	REDACTED	32
304	Soft Goods Kit		SM-0062-SGK	4	REDACTED	REDACTED	28
305	Hard Goods Kit		SM-0062-HGK	1	REDACTED	REDACTED	28
306	Butterfly Valve	40047327		1	REDACTED	REDACTED	29
307	Soft Goods Kit		SM-0451-SGK	4	REDACTED	REDACTED	22
308	Hard Goods Kit		SM-0451-HGK	1	REDACTED	REDACTED	22
309	Electrically Actuated Butterfly Valve	40055641		2	REDACTED	REDACTED	32
310	Soft Goods Kit		SM-0466-SGK	12	REDACTED	REDACTED	22
311	Hard Goods Kit		SM-0466-HGK	3	REDACTED	REDACTED	22
312	Electrically Actuated Butterfly Valve	40055646		1	REDACTED	REDACTED	32
313	Soft Goods Kit		SM-0467-SGK	8	REDACTED	REDACTED	22
314	Hard Goods Kit		SM-0467-HGK	2	REDACTED	REDACTED	22
315	Electrically Actuated Butterfly Valve	40055647		5	REDACTED	REDACTED	32
316	Soft Goods Kit		SM-0468-SGK	18	REDACTED	REDACTED	22
317	Hard Goods Kit		SM-0468-HGK	8	REDACTED	REDACTED	22
318	Electrically Actuated Butterfly Valve	40055648		8	REDACTED	REDACTED	32
319	Soft Goods Kit		SM-0469-SGK	30	REDACTED	REDACTED	22
320	Hard Goods Kit		SM-0469-HGK	10	REDACTED	REDACTED	22
321	Electrically Actuated Butterfly Valve	40055649		5	REDACTED	REDACTED	32
322	Soft Goods Kit		SM-0470-SGK	18	REDACTED	REDACTED	22
323	Hard Goods Kit		SM-0470-HGK	8	REDACTED	REDACTED	22
324	Electrically Actuated Butterfly Valve	40055650		5	REDACTED	REDACTED 2.629	32

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325	Soft Goods Kit		SM-0471-SGK	18	REDATCTED	REDATCTED	22
326	Hard Goods Kit		SM-0471-HGK	8	REDATCTED	REDATCTED	22
327	Butterfly Valve	40062793		1	REDATCTED	REDATCTED	29
328	Soft Goods Kit		SM-0498-SGK	4	REDATCTED	REDATCTED	22
329	Hard Goods Kit		SM-0498-HGK	1	REDATCTED	REDATCTED	22
330	Electrically Actuated Butterfly Valve	40065858		1	REDATCTED	REDATCTED	32
331	Soft Goods Kit		SM-0501-SGK	4	REDATCTED	REDATCTED	22
332	Hard Goods Kit		SM-0501-HGK	1	REDATCTED	REDATCTED	22
333	Electrically Actuated Butterfly Valve	40068132		1	REDATCTED	REDATCTED	32
334	Soft Goods Kit		SM-0503-SGK	4	REDATCTED	REDATCTED	22
335	Hard Goods Kit		SM-0503-HGK	1	REDATCTED	REDATCTED	22
336	Electrically Actuated Butterfly Valve	40068143		1	REDATCTED	REDATCTED	32
337	Soft Goods Kit		SM-0504-SGK	4	REDATCTED	REDATCTED	22
338	Hard Goods Kit		SM-0504-HGK	1	REDATCTED	REDATCTED	22
339	Butterfly Valve	40011356		8	REDATCTED	REDATCTED	29
340	Soft Goods Kit		SM-0078-SGK	30	REDATCTED	REDATCTED	22
341	Hard Goods Kit		SM-0078-HGK	10	REDATCTED	REDATCTED	22
342	Butterfly Valve	40011357		5	REDATCTED	REDATCTED	29
343	Soft Goods Kit		SM-0079-SGK	18	REDATCTED	REDATCTED	22
344	Hard Goods Kit		SM-0079-HGK	8	REDATCTED	REDATCTED	22
345	Butterfly Valve	40011358		5	REDATCTED	REDATCTED	29
346	Soft Goods Kit		SM-0080-SGK	24	REDATCTED	REDATCTED	22
347	Hard Goods Kit		SM-0080-HGK	11	REDATCTED	REDATCTED	22
348	Butterfly Valve	40011365		1	REDATCTED	REDATCTED	29
349	Soft Goods Kit		SM-0085-SGK	4	REDATCTED	REDATCTED	22
350	Hard Goods Kit		SM-0085-HGK	1	REDATCTED	REDATCTED	22
351	Butterfly Valve	40011463		1	REDATCTED	REDATCTED	29
352	Soft Goods Kit		SM-0128-SGK	8	REDATCTED	REDATCTED	22
353	Hard Goods Kit		SM-0128-HGK	2	REDATCTED	REDATCTED	22
354	Butterfly Valve	40011464		1	REDATCTED	REDATCTED	29
355	Soft Goods Kit		SM-0129-SGK	4	REDATCTED	REDATCTED	22
356	Hard Goods Kit		SM-0129-HGK	1	REDATCTED	REDATCTED	22
357	Butterfly Valve	40011465		2	REDATCTED	REDATCTED	29
358	Soft Goods Kit		SM-0130-SGK	12	REDATCTED	REDATCTED	22
359	Hard Goods Kit		SM-0130-HGK	3	REDATCTED	REDATCTED	22
360	Butterfly Valve	40011466		1	REDATCTED	REDATCTED	29
361	Soft Goods Kit		SM-0131-SGK	8	REDATCTED	REDATCTED 2.703	22

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362	Hard Goods Kit		SM-0131-HGK	2	REDATCTED	REDATCTED	22
363	Butterfly Valve	40011499		8	REDATCTED	REDATCTED	29
364	Soft Goods Kit		SM-0153-SGK	30	REDATCTED	REDATCTED	22
365	Hard Goods Kit		SM-0153-HGK	10	REDATCTED	REDATCTED	22
366	Electrically Actuated Butterfly Valve	40011580		2	REDATCTED	REDATCTED	32
367	Soft Goods Kit		SM-0170-SGK	12	REDATCTED	REDATCTED	22
368	Hard Goods Kit		SM-0170-HGK	3	REDATCTED	REDATCTED	22
369	Electrically Actuated Butterfly Valve	40011581		1	REDATCTED	REDATCTED	32
370	Soft Goods Kit		SM-0171-SGK	8	REDATCTED	REDATCTED	22
371	Hard Goods Kit		SM-0171-HGK	2	REDATCTED	REDATCTED	22
372	Electrically Actuated Butterfly Valve	40011582		1	REDATCTED	REDATCTED	32
373	Soft Goods Kit		SM-0172-SGK	4	REDATCTED	REDATCTED	22
374	Hard Goods Kit		SM-0172-HGK	1	REDATCTED	REDATCTED	22
375	Butterfly Valve	40011584		8	REDATCTED	REDATCTED	29
376	Soft Goods Kit		SM-0173-SGK	30	REDATCTED	REDATCTED	22
377	Hard Goods Kit		SM-0173-HGK	10	REDATCTED	REDATCTED	22
378	Butterfly Valve	40011723		8	REDATCTED	REDATCTED	29
379	Soft Goods Kit		SM-0181-SGK	30	REDATCTED	REDATCTED	22
380	Hard Goods Kit		SM-0181-HGK	10	REDATCTED	REDATCTED	22
381	Butterfly Valve	40011725		2	REDATCTED	REDATCTED	29
382	Soft Goods Kit		SM-0182-SGK	8	REDATCTED	REDATCTED	22
383	Hard Goods Kit		SM-0182-HGK	3	REDATCTED	REDATCTED	22
384	Electrically Actuated Butterfly Valve	40011729		2	REDATCTED	REDATCTED	32
385	Soft Goods Kit		SM-0183-SGK	12	REDATCTED	REDATCTED	22
386	Hard Goods Kit		SM-0183-HGK	3	REDATCTED	REDATCTED	22
387	Butterfly Valve	40011811		1	REDATCTED	REDATCTED	29
388	Soft Goods Kit		SM-0185-SGK	8	REDATCTED	REDATCTED	22
389	Hard Goods Kit		SM-0185-HGK	2	REDATCTED	REDATCTED	22
390	Electrically Actuated Butterfly Valve	40013026		2	REDATCTED	REDATCTED	32
391	Soft Goods Kit		SM-0203-SGK	12	REDATCTED	REDATCTED	22
392	Hard Goods Kit		SM-0203-HGK	3	REDATCTED	REDATCTED	22
393	Electrically Actuated Butterfly Valve	40013027		5	REDATCTED	REDATCTED	32
394	Soft Goods Kit		SM-0204-SGK	18	REDATCTED	REDATCTED	22
395	Hard Goods Kit		SM-0204-HGK	8	REDATCTED	REDATCTED	22
396	Butterfly Valve	40013028		2	REDATCTED	REDATCTED	29
397	Soft Goods Kit		SM-0205-SGK	12	REDATCTED	REDATCTED	22
398	Hard Goods Kit		SM-0205-HGK	3	REDATCTED	REDATCTED 2.778	22

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399	Electrically Actuated Butterfly Valve	40013031		1	REDATCTED	REDATCTED	32
400	Soft Goods Kit		SM-0206-SGK	4	REDATCTED	REDATCTED	22
401	Hard Goods Kit		SM-0206-HGK	1	REDATCTED	REDATCTED	22
402	Butterfly Valve	40013311		10	REDATCTED	REDATCTED	29
403	Soft Goods Kit		SM-0218-SGK	38	REDATCTED	REDATCTED	22
404	Hard Goods Kit		SM-0218-HGK	15	REDATCTED	REDATCTED	22
405	Butterfly Valve	40013312		7	REDATCTED	REDATCTED	29
406	Soft Goods Kit		SM-0219-SGK	26	REDATCTED	REDATCTED	22
407	Hard Goods Kit		SM-0219-HGK	13	REDATCTED	REDATCTED	22
408	Butterfly Valve	40013313		3	REDATCTED	REDATCTED	29
409	Soft Goods Kit		SM-0220-SGK	16	REDATCTED	REDATCTED	22
410	Hard Goods Kit		SM-0220-HGK	7	REDATCTED	REDATCTED	22
411	Butterfly Valve	40013845		1	REDATCTED	REDATCTED	29
412	Soft Goods Kit		SM-0245-SGK	4	REDATCTED	REDATCTED	22
413	Hard Goods Kit		SM-0245-HGK	1	REDATCTED	REDATCTED	22
414	Butterfly Valve	40019420		1	REDATCTED	REDATCTED	29
415	Soft Goods Kit		SM-0292-SGK	8	REDATCTED	REDATCTED	22
416	Hard Goods Kit		SM-0292-HGK	2	REDATCTED	REDATCTED	22
417	Butterfly Valve	40030984		1	REDATCTED	REDATCTED	29
418	Soft Goods Kit		SM-0350-SGK	4	REDATCTED	REDATCTED	22
419	Hard Goods Kit		SM-0350-HGK	1	REDATCTED	REDATCTED	22
420	Butterfly Valve	40011354		1	REDATCTED	REDATCTED	29
421	Soft Goods Kit		SM-0077-SGK	8	REDATCTED	REDATCTED	22
422	Hard Goods Kit		SM-0077-HGK	2	REDATCTED	REDATCTED	22
423	Electrically Actuated Butterfly Valve	40011376		1	REDATCTED	REDATCTED	32
424	Soft Goods Kit		SM-0091-SGK	4	REDATCTED	REDATCTED	22
425	Hard Goods Kit		SM-0091-HGK	1	REDATCTED	REDATCTED	22
426	Butterfly Valve	40011405		5	REDATCTED	REDATCTED	29
427	Soft Goods Kit		SM-0116-SGK	18	REDATCTED	REDATCTED	22
428	Hard Goods Kit		SM-0116-HGK	8	REDATCTED	REDATCTED	22
429	Butterfly Valve	40013024		5	REDATCTED	REDATCTED	29
430	Soft Goods Kit		SM-0201-SGK	18	REDATCTED	REDATCTED	22
431	Hard Goods Kit		SM-0201-HGK	8	REDATCTED	REDATCTED	22
432	Butterfly Valve	40043119		1	REDATCTED	REDATCTED	29
433	Soft Goods Kit		SM-0395-SGK	4	REDATCTED	REDATCTED	22
434	Hard Goods Kit		SM-0395-HGK	1	REDATCTED	REDATCTED	22
435	Butterfly Valve	40043120		1	REDATCTED	REDATCTED 2.852	29

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436	Soft Goods Kit		SM-0396-SGK	4	REDATCTED	REDATCTED	22
437	Hard Goods Kit		SM-0396-HGK	1	REDATCTED	REDATCTED	22
438	Non-Return Valve	40011279		13	REDATCTED	REDATCTED	11
439	Butterfly Valve	40011214		5	REDATCTED	REDATCTED	29
440	Soft Goods Kit		SM-0039-SGK	18	REDATCTED	REDATCTED	22
441	Hard Goods Kit		SM-0039-HGK	8	REDATCTED	REDATCTED	22
442	Electrically Actuated Butterfly Valve	40011221		1	REDATCTED	REDATCTED	32
443	Soft Goods Kit		SM-0041-SGK	8	REDATCTED	REDATCTED	22
444	Hard Goods Kit		SM-0041-HGK	2	REDATCTED	REDATCTED	22
445	Electrically Actuated Butterfly Valve	40011223		1	REDATCTED	REDATCTED	32
446	Soft Goods Kit		SM-0042-SGK	4	REDATCTED	REDATCTED	22
447	Hard Goods Kit		SM-0042-HGK	1	REDATCTED	REDATCTED	22
448	Electrically Actuated Ball Valve	40043623		1	REDATCTED	REDATCTED	32
449	Soft Goods Kit		SM-0414-SGK	4	REDATCTED	REDATCTED	28
450	Hard Goods Kit		SM-0414-HGK	1	REDATCTED	REDATCTED	28
451	Static Balancing Valve	40013317		1	REDATCTED	REDATCTED	33
452	Soft Goods Kit		SM-0224-SGK	10	REDATCTED	REDATCTED	22
453	Static Balancing Valve	40013318		1	REDATCTED	REDATCTED	33
454	Soft Goods Kit		SM-0225-SGK	4	REDATCTED	REDATCTED	22
455	Hard Goods Kit		SM-0225-HGK	1	REDATCTED	REDATCTED	28
456	Static Balancing Valve	40013320		1	REDATCTED	REDATCTED	33
457	Soft Goods Kit		SM-0227-SGK	4	REDATCTED	REDATCTED	22
458	Hard Goods Kit		SM-0227-HGK	1	REDATCTED	REDATCTED	28
459	Static Balancing Valve	40013321		1	REDATCTED	REDATCTED	33
460	Soft Goods Kit		SM-0228-SGK	4	REDATCTED	REDATCTED	22
461	Hard Goods Kit		SM-0228-HGK	1	REDATCTED	REDATCTED	28
462	Static Balancing Valve	40013322		1	REDATCTED	REDATCTED	33
463	Soft Goods Kit		SM-0229-SGK	4	REDATCTED	REDATCTED	22
464	Hard Goods Kit		SM-0229-HGK	1	REDATCTED	REDATCTED	28
465	Static Balancing Valve	40013335		5	REDATCTED	REDATCTED	33
466	Soft Goods Kit		SM-0238-SGK	26	REDATCTED	REDATCTED	22
467	Quick Closing Gate Valve	40013591		1	REDATCTED	REDATCTED	32
468	Soft Goods Kit		SM-0242-SGK	4	REDATCTED	REDATCTED	10
469	Hard Goods Kit		SM-0242-HGK	2	REDATCTED	REDATCTED	22
470	Soft Goods Kit		SM-0072-SGK	4	REDATCTED	REDATCTED	22
471	Hard Goods Kit		SM-0072-HGK	2	REDATCTED	REDATCTED	28
472	Soft Goods Kit		SM-0083-SGK	8	REDATCTED	REDATCTED 2.925	22

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473	Hard Goods Kit		SM-0083-HGK	2	REDATCTED	REDATCTED	28
474	Soft Goods Kit		SM-0087-SGK	4	REDATCTED	REDATCTED	22
475	Hard Goods Kit		SM-0087-HGK	2	REDATCTED	REDATCTED	28
476	Soft Goods Kit		SM-0088-SGK	8	REDATCTED	REDATCTED	22
477	Hard Goods Kit		SM-0088-HGK	5	REDATCTED	REDATCTED	28
478	Soft Goods Kit		SM-0089-SGK	4	REDATCTED	REDATCTED	22
479	Hard Goods Kit		SM-0089-HGK	2	REDATCTED	REDATCTED	28
480	Electrically Actuated Butterfly Valve	40011493		1	REDATCTED	REDATCTED	30
481	Soft Goods Kit		SM-0147-SGK	4	REDATCTED	REDATCTED	22
482	Hard Goods Kit		SM-0147-HGK	2	REDATCTED	REDATCTED	28
483	Soft Goods Kit		SM-0148-SGK	4	REDATCTED	REDATCTED	22
484	Hard Goods Kit		SM-0148-HGK	2	REDATCTED	REDATCTED	28
485	Soft Goods Kit		SM-0149-SGK	4	REDATCTED	REDATCTED	22
486	Hard Goods Kit		SM-0149-HGK	2	REDATCTED	REDATCTED	28
487	Soft Goods Kit		SM-0150-SGK	4	REDATCTED	REDATCTED	22
488	Hard Goods Kit		SM-0150-HGK	2	REDATCTED	REDATCTED	28
489	Electrically Actuated Butterfly Valve	40011706		2	REDATCTED	REDATCTED	30
490	Soft Goods Kit		SM-0180-SGK	8	REDATCTED	REDATCTED	22
491	Hard Goods Kit		SM-0180-HGK	5	REDATCTED	REDATCTED	28
492	Soft Goods Kit		SM-0246-SGK	4	REDATCTED	REDATCTED	22
493	Hard Goods Kit		SM-0246-HGK	2	REDATCTED	REDATCTED	28
494	Soft Goods Kit		SM-0276-SGK	4	REDATCTED	REDATCTED	22
495	Hard Goods Kit		SM-0276-HGK	1	REDATCTED	REDATCTED	28
496	Electrically Actuated Butterfly Valve	40017976		1	REDATCTED	REDATCTED	30
497	Soft Goods Kit		SM-0280-SGK	4	REDATCTED	REDATCTED	22
498	Hard Goods Kit		SM-0280-HGK	2	REDATCTED	REDATCTED	28
499	Soft Goods Kit		SM-0289-SGK	4	REDATCTED	REDATCTED	22
500	Hard Goods Kit		SM-0289-HGK	1	REDATCTED	REDATCTED	28
501	Butterfly Valve	40045736		2	REDATCTED	REDATCTED	27
502	Soft Goods Kit		SM-0421-SGK	8	REDATCTED	REDATCTED	22
503	Hard Goods Kit		SM-0421-HGK	5	REDATCTED	REDATCTED	28
504	Soft Goods Kit		SM-0456-SGK	4	REDATCTED	REDATCTED	22
505	Hard Goods Kit		SM-0456-HGK	1	REDATCTED	REDATCTED	28
506	Soft Goods Kit		SM-0378-SGK	4	REDATCTED	REDATCTED	22
507	Hard Goods Kit		SM-0378-HGK	1	REDATCTED	REDATCTED	28
508	Soft Goods Kit		SM-0379-SGK	4	REDATCTED	REDATCTED	22
509	Hard Goods Kit		SM-0379-HGK	1	REDATCTED	REDATCTED 2.999	28

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510	Soft Goods Kit		SM-0380-SGK	12	REDATCTED	REDATCTED	22
511	Hard Goods Kit		SM-0380-HGK	3	REDATCTED	REDATCTED	28
512	Soft Goods Kit		SM-0381-SGK	4	REDATCTED	REDATCTED	22
513	Hard Goods Kit		SM-0381-HGK	1	REDATCTED	REDATCTED	28
514	Quick Closing Gate Valve	40011240		1	REDATCTED	REDATCTED	32
515	Soft Goods Kit		SM-0052-SGK	4	REDATCTED	REDATCTED	10
516	Hard Goods Kit		SM-0052-HGK	2	REDATCTED	REDATCTED	22
517	Quick Closing Gate Valve	40011241		1	REDATCTED	REDATCTED	32
518	Soft Goods Kit		SM-0053-SGK	4	REDATCTED	REDATCTED	10
519	Hard Goods Kit		SM-0053-HGK	2	REDATCTED	REDATCTED	22
520	Quick Closing Gate Valve	40022815		1	REDATCTED	REDATCTED	32
521	Soft Goods Kit		SM-0312-SGK	4	REDATCTED	REDATCTED	10
522	Hard Goods Kit		SM-0312-HGK	2	REDATCTED	REDATCTED	22
523	Quick Closing Gate Valve	40022817		1	REDATCTED	REDATCTED	32
524	Soft Goods Kit		SM-0313-SGK	4	REDATCTED	REDATCTED	10
525	Hard Goods Kit		SM-0313-HGK	2	REDATCTED	REDATCTED	22
526	3-Way "L" Port Valve	40017980		1	REDATCTED	REDATCTED	19
527	Soft Goods Kit		SM-0284-SGK	4	REDATCTED	REDATCTED	12
528	Hard Goods Kit		SM-0284-HGK	1	REDATCTED	REDATCTED	12
529	3-Way "L" Port Valve	40013025		1	REDATCTED	REDATCTED	19
530	Soft Goods Kit		SM-0202-SGK	4	REDATCTED	REDATCTED	12
531	Hard Goods Kit		SM-0202-HGK	1	REDATCTED	REDATCTED	14
532	3-Way "L" Port Valve	40033037		1	REDATCTED	REDATCTED	19
533	Soft Goods Kit		SM-0355-SGK	4	REDATCTED	REDATCTED	12
534	Hard Goods Kit		SM-0355-HGK	1	REDATCTED	REDATCTED	14
535	3-Way "L" Port Valve	40045737		1	REDATCTED	REDATCTED	19
536	Soft Goods Kit		SM-0422-SGK	4	REDATCTED	REDATCTED	12
537	Hard Goods Kit		SM-0422-HGK	1	REDATCTED	REDATCTED	14
538	3-way T-port Valve	40055886		1	REDATCTED	REDATCTED	19
539	Soft Goods Kit		SM-0477-SGK	4	REDATCTED	REDATCTED	12
540	Hard Goods Kit		SM-0477-HGK	1	REDATCTED	REDATCTED	14
541	Pressure Relief Valve	40044518		2	REDATCTED	REDATCTED	12
542	Non-Return Stop Valve	40011498		1	REDATCTED	REDATCTED	19
543	Soft Goods Kit		SM-0152-SGK	4	REDATCTED	REDATCTED	12
544	Hard Goods Kit		SM-0152-HGK	1	REDATCTED	REDATCTED	14
545	Electrically Actuated Flow Control Valve	40014834		3	REDATCTED	REDATCTED	22
546	Soft Goods Kit		SM-0251-SGK	16	REDATCTED	REDATCTED 2.1067	18

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547	Hard Goods Kit		SM-0251-HGK	7	REDACTED	REDACTED	18
548	Electrically Actuated Ball Valve	40027490		5	REDACTED	REDACTED	36
549	Soft Goods Kit		SM-0333-SGK	18	REDACTED	REDACTED	22
550	Hard Goods Kit		SM-0333-HGK	15	REDACTED	REDACTED	28
551	3-way T-port Valve	40022715		1	REDACTED	REDACTED	20
552	Soft Goods Kit		SM-0311-SGK	4	REDACTED	REDACTED	10
553	Hard Goods Kit		SM-0311-HGK	1	REDACTED	REDACTED	12
554	Electrically Actuated Ball Valve	40011591		2	REDACTED	REDACTED	34
555	Soft Goods Kit		SM-0175-SGK	8	REDACTED	REDACTED	30
556	Hard Goods Kit		SM-0175-HGK	5	REDACTED	REDACTED	30
557	Electrically Actuated Ball Valve	40011050		1	REDACTED	REDACTED	34
558	Soft Goods Kit		SM-0020-SGK	4	REDACTED	REDACTED	30
559	Hard Goods Kit		SM-0020-HGK	1	REDACTED	REDACTED	30
560	Electrically Actuated Ball Valve	40013592		1	REDACTED	REDACTED	34
561	Soft Goods Kit		SM-0243-SGK	4	REDACTED	REDACTED	30
562	Hard Goods Kit		SM-0243-HGK	1	REDACTED	REDACTED	30
563	Electrically Actuated Ball Valve	40015199		2	REDACTED	REDACTED	34
564	Soft Goods Kit		SM-0263-SGK	8	REDACTED	REDACTED	30
565	Hard Goods Kit		SM-0263-HGK	5	REDACTED	REDACTED	30
566	Ball Valve	40015263		2	REDACTED	REDACTED	31
567	Soft Goods Kit		SM-0265-SGK	12	REDACTED	REDACTED	30
568	Hard Goods Kit		SM-0265-HGK	3	REDACTED	REDACTED	30
569	Electrically Actuated Ball Valve	40015264		1	REDACTED	REDACTED	34
570	Soft Goods Kit		SM-0266-SGK	4	REDACTED	REDACTED	30
571	Hard Goods Kit		SM-0266-HGK	1	REDACTED	REDACTED	30
572	Ball Valve	40015265		1	REDACTED	REDACTED	31
573	Soft Goods Kit		SM-0267-SGK	4	REDACTED	REDACTED	30
574	Hard Goods Kit		SM-0267-HGK	1	REDACTED	REDACTED	30
575	Ball Valve	40011471		7	REDACTED	REDACTED	34
576	Soft Goods Kit		SM-0134-SGK	26	REDACTED	REDACTED	30
577	Hard Goods Kit		SM-0134-HGK	13	REDACTED	REDACTED	30
578	Electrically Actuated Ball Valve	40035107		1	REDACTED	REDACTED	34
579	Soft Goods Kit		SM-0364-SGK	4	REDACTED	REDACTED	30
580	Hard Goods Kit		SM-0364-HGK	1	REDACTED	REDACTED	30
581	Ball Valve	40043297		1	REDACTED	REDACTED	22
582	Soft Goods Kit		SM-0399-SGK	4	REDACTED	REDACTED	12
583	Hard Goods Kit		SM-0399-HGK	1	REDACTED	REDACTED 2.1140	14

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584	Ball Valve	40011267		2	REDATCTED	REDATCTED	19
585	Soft Goods Kit		SM-0061-SGK	12	REDATCTED	REDATCTED	12
586	Hard Goods Kit		SM-0061-HGK	4	REDATCTED	REDATCTED	14
587	Ball Valve	40011212		3	REDATCTED	REDATCTED	34
588	Soft Goods Kit		SM-0037-SGK	16	REDATCTED	REDATCTED	30
589	Hard Goods Kit		SM-0037-HGK	5	REDATCTED	REDATCTED	30
590	Electrically Actuated Ball Valve	40011213		1	REDATCTED	REDATCTED	34
591	Soft Goods Kit		SM-0038-SGK	4	REDATCTED	REDATCTED	30
592	Hard Goods Kit		SM-0038-HGK	2	REDATCTED	REDATCTED	30
593	Ball Valve	40015266		1	REDATCTED	REDATCTED	31
594	Soft Goods Kit		SM-0268-SGK	8	REDATCTED	REDATCTED	30
595	Hard Goods Kit		SM-0268-HGK	2	REDATCTED	REDATCTED	30
596	Ball Valve	40023256		1	REDATCTED	REDATCTED	31
597	Soft Goods Kit		SM-0316-SGK	4	REDATCTED	REDATCTED	30
598	Hard Goods Kit		SM-0316-HGK	1	REDATCTED	REDATCTED	30
599	Ball Valve	40011402		1	REDATCTED	REDATCTED	29
600	Soft Goods Kit		SM-0113-SGK	8	REDATCTED	REDATCTED	28
601	Hard Goods Kit		SM-0113-HGK	2	REDATCTED	REDATCTED	28
602	Electrically Actuated Ball Valve	40011393		1	REDATCTED	REDATCTED	14
603	Hard Goods Kit		SM-0106-HGK	10	REDATCTED	REDATCTED	10
604	Electrically Actuated Ball Valve	40011394		1	REDATCTED	REDATCTED	14
605	Hard Goods Kit		SM-0107-HGK	10	REDATCTED	REDATCTED	10
606	Electrically Actuated Ball Valve	40011395		1	REDATCTED	REDATCTED	14
607	Hard Goods Kit		SM-0108-HGK	10	REDATCTED	REDATCTED	10
608	Ball Valve	40011396		1	REDATCTED	REDATCTED	11
609	Hard Goods Kit		SM-0109-HGK	10	REDATCTED	REDATCTED	10
610	Ball Valve	40011397		1	REDATCTED	REDATCTED	11
611	Hard Goods Kit		SM-0110-HGK	10	REDATCTED	REDATCTED	10
612	Ball Valve	40011403		1	REDATCTED	REDATCTED	11
613	Hard Goods Kit		SM-0114-HGK	5	REDATCTED	REDATCTED	10
614	Electrically Actuated Flow Control Valve	40014835		3	REDATCTED	REDATCTED	22
615	Soft Goods Kit		SM-0252-SGK	16	REDATCTED	REDATCTED	18
616	Hard Goods Kit		SM-0252-HGK	7	REDATCTED	REDATCTED	18
617	Soft Goods Kit		SM-0372-SGK	8	REDATCTED	REDATCTED	28
618	Hard Goods Kit		SM-0372-HGK	5	REDATCTED	REDATCTED	28
619	Ball Valve	40047328		1	REDATCTED	REDATCTED	29
620	Soft Goods Kit		SM-0452-SGK	4	REDATCTED	REDATCTED 2.1151	28

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621	Hard Goods Kit		SM-0452-HGK	1	REDACTED	REDACTED	28
622	Electrically Actuated Ball Valve	40011130		1	REDACTED	REDACTED	32
623	Soft Goods Kit		SM-0023-SGK	8	REDACTED	REDACTED	28
624	Hard Goods Kit		SM-0023-HGK	2	REDACTED	REDACTED	28
625	Soft Goods Kit		SM-0025-SGK	18	REDACTED	REDACTED	28
626	Hard Goods Kit		SM-0025-HGK	8	REDACTED	REDACTED	28
627	Ball Valve	40011360		15	REDACTED	REDACTED	29
628	Soft Goods Kit		SM-0082-SGK	68	REDACTED	REDACTED	28
629	Hard Goods Kit		SM-0082-HGK	35	REDACTED	REDACTED	28
630	Electrically Actuated Ball Valve	40011515		6	REDACTED	REDACTED	32
631	Soft Goods Kit		SM-0159-SGK	22	REDACTED	REDACTED	28
632	Hard Goods Kit		SM-0159-HGK	10	REDACTED	REDACTED	28
633	Soft Goods Kit		SM-0036-SGK	8	REDACTED	REDACTED	28
634	Hard Goods Kit		SM-0036-HGK	5	REDACTED	REDACTED	28
635	Electrically Actuated Ball Valve	40011131		3	REDACTED	REDACTED	32
636	Soft Goods Kit		SM-0024-SGK	16	REDACTED	REDACTED	28
637	Hard Goods Kit		SM-0024-HGK	5	REDACTED	REDACTED	28
638	Ball Valve	40043116		1	REDACTED	REDACTED	29
639	Soft Goods Kit		SM-0392-SGK	4	REDACTED	REDACTED	28
640	Hard Goods Kit		SM-0392-HGK	1	REDACTED	REDACTED	28
641	Ball Valve	40023257		1	REDACTED	REDACTED	31
642	Soft Goods Kit		SM-0317-SGK	8	REDACTED	REDACTED	30
643	Hard Goods Kit		SM-0317-HGK	2	REDACTED	REDACTED	30
644	Ball Valve	40034975		1	REDACTED	REDACTED	19
645	Soft Goods Kit		SM-0363-SGK	4	REDACTED	REDACTED	12
646	Hard Goods Kit		SM-0363-HGK	2	REDACTED	REDACTED	14
647	Electrically Actuated Ball Valve	40011390		2	REDACTED	REDACTED	14
648	Electrically Actuated Ball Valve	40011391		2	REDACTED	REDACTED	14
649	Electrically Actuated Ball Valve	40011392		3	REDACTED	REDACTED	14
650	Electrically Actuated Ball Valve	40043300		1	REDACTED	REDACTED	22
651	Soft Goods Kit		SM-0400-SGK	4	REDACTED	REDACTED	12
652	Hard Goods Kit		SM-0400-HGK	1	REDACTED	REDACTED	14
653	Electrically Actuated Ball Valve	40011250		1	REDACTED	REDACTED	22
654	Soft Goods Kit		SM-0058-SGK	4	REDACTED	REDACTED	12
655	Hard Goods Kit		SM-0058-HGK	2	REDACTED	REDACTED	14
656	Ball Valve	40046188		1	REDACTED	REDACTED	19
657	Soft Goods Kit		SM-0441-SGK	4	REDACTED	REDACTED 2.1225	12

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658	Hard Goods Kit		SM-0441-HGK	1	REDACTED	REDACTED	14
659	Ball Valve	40011943		6	REDACTED	REDACTED	32
660	Soft Goods Kit		SM-0187-SGK	22	REDACTED	REDACTED	28
661	Hard Goods Kit		SM-0187-HGK	10	REDACTED	REDACTED	28
662	Electrically Actuated Ball Valve	40017193		2	REDACTED	REDACTED	32
663	Soft Goods Kit		SM-0275-SGK	12	REDACTED	REDACTED	28
664	Hard Goods Kit		SM-0275-HGK	3	REDACTED	REDACTED	28
665	Soft Goods Kit		SM-0374-SGK	8	REDACTED	REDACTED	28
666	Hard Goods Kit		SM-0374-HGK	2	REDACTED	REDACTED	28
667	Electrically Actuated Flow Control Valve	40014836		8	REDACTED	REDACTED	22
668	Soft Goods Kit		SM-0253-SGK	30	REDACTED	REDACTED	18
669	Hard Goods Kit		SM-0253-HGK	16	REDACTED	REDACTED	18
670	Ball Valve	40043122		1	REDACTED	REDACTED	19
671	Soft Goods Kit		SM-0397-SGK	4	REDACTED	REDACTED	12
672	Hard Goods Kit		SM-0397-HGK	1	REDACTED	REDACTED	14
673	Electrically Actuated Ball Valve	40011657		1	REDACTED	REDACTED	34
674	Soft Goods Kit		SM-0179-SGK	4	REDACTED	REDACTED	30
675	Hard Goods Kit		SM-0179-HGK	2	REDACTED	REDACTED	30
676	Electrically Actuated Ball Valve	40011051		1	REDACTED	REDACTED	34
677	Soft Goods Kit		SM-0021-SGK	4	REDACTED	REDACTED	30
678	Hard Goods Kit		SM-0021-HGK	1	REDACTED	REDACTED	30
679	Ball Valve	40009114		2	REDACTED	REDACTED	34
680	Soft Goods Kit		SM-0008-SGK	8	REDACTED	REDACTED	30
681	Hard Goods Kit		SM-0008-HGK	3	REDACTED	REDACTED	30
682	Electrically Actuated Ball Valve	40043713		1	REDACTED	REDACTED	34
683	Soft Goods Kit		SM-0415-SGK	4	REDACTED	REDACTED	30
684	Hard Goods Kit		SM-0415-HGK	1	REDACTED	REDACTED	30
685	Ball Valve	40011387		2	REDACTED	REDACTED	17
686	Soft Goods Kit		SM-0100-SGK	12	REDACTED	REDACTED	10
687	Hard Goods Kit		SM-0100-HGK	3	REDACTED	REDACTED	12
688	Electrically Actuated Ball Valve	40009130		1	REDACTED	REDACTED	34
689	Soft Goods Kit		SM-0017-SGK	4	REDACTED	REDACTED	30
690	Hard Goods Kit		SM-0017-HGK	2	REDACTED	REDACTED	30
691	Non-Return Valve	40011363		5	REDACTED	REDACTED	11
692	Non-Return Valve	40011497		13	REDACTED	REDACTED	11
693	Non-Return Valve	40019433		3	REDACTED	REDACTED	11
694	Non-Return Valve	40022711		3	REDACTED	REDACTED 2.1301	11

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695	Ball Valve	40011244		2	REDATCTED	REDATCTED	19
696	Soft Goods Kit		SM-0055-SGK	12	REDATCTED	REDATCTED	12
697	Hard Goods Kit		SM-0055-HGK	4	REDATCTED	REDATCTED	14
698	Ball Valve	40043115		1	REDATCTED	REDATCTED	11
699	Hard Goods Kit		SM-0391-HGK	5	REDATCTED	REDATCTED	10
700	Ball Valve	40043117		1	REDATCTED	REDATCTED	11
701	Hard Goods Kit		SM-0393-HGK	5	REDATCTED	REDATCTED	10
702	Ball Valve	40043118		1	REDATCTED	REDATCTED	11
703	Hard Goods Kit		SM-0394-HGK	5	REDATCTED	REDATCTED	10
704	Vent Check Valve	40012064		1	REDATCTED	REDATCTED	10
705	Soft Goods Kit		SM-0190-SGK	4	REDATCTED	REDATCTED	7
706	Hard Goods Kit		SM-0190-HGK	1	REDATCTED	REDATCTED	8
707	3-Way "T" Port Valve	40019219		1	REDATCTED	REDATCTED	20
708	Soft Goods Kit		SM-0291-SGK	4	REDATCTED	REDATCTED	10
709	Hard Goods Kit		SM-0291-HGK	1	REDATCTED	REDATCTED	12
710	3-Way "T" Port Valve	40011234		1	REDATCTED	REDATCTED	20
711	Soft Goods Kit		SM-0049-SGK	4	REDATCTED	REDATCTED	10
712	Hard Goods Kit		SM-0049-HGK	1	REDATCTED	REDATCTED	12
713	3-Way "T" Port Valve	40011235		1	REDATCTED	REDATCTED	20
714	Soft Goods Kit		SM-0050-SGK	4	REDATCTED	REDATCTED	10
715	Hard Goods Kit		SM-0050-HGK	1	REDATCTED	REDATCTED	12
716	Ball Valve	40043303		1	REDATCTED	REDATCTED	33
717	Soft Goods Kit		SM-0403-SGK	4	REDATCTED	REDATCTED	22
718	Hard Goods Kit		SM-0403-HGK	1	REDATCTED	REDATCTED	28
719	Electrically Actuated Flow Control Valve	40014837		4	REDATCTED	REDATCTED	22
720	Soft Goods Kit		SM-0254-SGK	20	REDATCTED	REDATCTED	18
721	Hard Goods Kit		SM-0254-HGK	8	REDATCTED	REDATCTED	18
722	Electrically Actuated Flow Control Valve	40014839		5	REDATCTED	REDATCTED	22
723	Soft Goods Kit		SM-0255-SGK	24	REDATCTED	REDATCTED	18
724	Hard Goods Kit		SM-0255-HGK	11	REDATCTED	REDATCTED	18
725	Electrically Actuated Flow Control Valve	40014840		3	REDATCTED	REDATCTED	22
726	Soft Goods Kit		SM-0256-SGK	16	REDATCTED	REDATCTED	18
727	Hard Goods Kit		SM-0256-HGK	7	REDATCTED	REDATCTED	18
728	Electrically Actuated Flow Control Valve	40014841		2	REDATCTED	REDATCTED	22
729	Soft Goods Kit		SM-0257-SGK	8	REDATCTED	REDATCTED	18
730	Hard Goods Kit		SM-0257-HGK	5	REDATCTED	REDATCTED	18
731	Electrically Actuated Ball Valve	40011127		5	REDATCTED	REDATCTED 2.1375	14

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732	Soft Goods Kit		SM-0022-SGK	18	REDATCTED	REDATCTED	10
733	Hard Goods Kit		SM-0022-HGK	15	REDATCTED	REDATCTED	10
734	Ball Valve	40011209		6	REDATCTED	REDATCTED	34
735	Soft Goods Kit		SM-0035-SGK	22	REDATCTED	REDATCTED	30
736	Hard Goods Kit		SM-0035-HGK	10	REDATCTED	REDATCTED	30
737	Electrically Actuated Flow Control Valve	40014842		1	REDATCTED	REDATCTED	22
738	Soft Goods Kit		SM-0258-SGK	4	REDATCTED	REDATCTED	18
739	Hard Goods Kit		SM-0258-HGK	2	REDATCTED	REDATCTED	18
740	Electrically Actuated Flow Control Valve	40029309		2	REDATCTED	REDATCTED	22
741	Soft Goods Kit		SM-0345-SGK	8	REDATCTED	REDATCTED	18
742	Hard Goods Kit		SM-0345-HGK	5	REDATCTED	REDATCTED	18
743	Electrically Actuated 2-way control Valve	40057610		1	REDATCTED	REDATCTED	22
744	Soft Goods Kit		SM-0479-SGK	4	REDATCTED	REDATCTED	18
745	Hard Goods Kit		SM-0479-HGK	1	REDATCTED	REDATCTED	18
746	Electrically Actuated Ball Valve	40011539		2	REDATCTED	REDATCTED	14
747	Soft Goods Kit		SM-0162-SGK	8	REDATCTED	REDATCTED	10
748	Hard Goods Kit		SM-0162-HGK	5	REDATCTED	REDATCTED	10
749	Electrically Actuated 2-way control Valve	40057612		1	REDATCTED	REDATCTED	22
750	Soft Goods Kit		SM-0480-SGK	4	REDATCTED	REDATCTED	18
751	Hard Goods Kit		SM-0480-HGK	1	REDATCTED	REDATCTED	18
752	Electrically Actuated 2-way control Valve	40057613		1	REDATCTED	REDATCTED	22
753	Soft Goods Kit		SM-0481-SGK	4	REDATCTED	REDATCTED	18
754	Hard Goods Kit		SM-0481-HGK	1	REDATCTED	REDATCTED	18
755	Electrically Actuated 2-way control Valve	40057614		1	REDATCTED	REDATCTED	22
756	Soft Goods Kit		SM-0482-SGK	4	REDATCTED	REDATCTED	18
757	Hard Goods Kit		SM-0482-HGK	1	REDATCTED	REDATCTED	18
758	Electrically Actuated 2-way control Valve	40057616		1	REDATCTED	REDATCTED	22
759	Soft Goods Kit		SM-0483-SGK	4	REDATCTED	REDATCTED	18
760	Hard Goods Kit		SM-0483-HGK	1	REDATCTED	REDATCTED	18
761	Pressure Control Valve	40011614		1	REDATCTED	REDATCTED	15
762	Soft Goods Kit		SM-0177-SGK	4	REDATCTED	REDATCTED	14
763	Hard Goods Kit		SM-0177-HGK	1	REDATCTED	REDATCTED	14
764	Pressure Relief Valve	40011812		1	REDATCTED	REDATCTED	15
765	Soft Goods Kit		SM-0186-SGK	4	REDATCTED	REDATCTED	14
766	Hard Goods Kit		SM-0186-HGK	1	REDATCTED	REDATCTED	14
767	Surplus Valve	40012246		1	REDATCTED	REDATCTED	15
768	Soft Goods Kit		SM-0199-SGK	4	REDATCTED	REDATCTED2.1445	14

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769	Hard Goods Kit		SM-0199-HGK	2	REDATCTED	REDATCTED	14
770	Electrically Actuated Butterfly Valve	40012098		1	REDATCTED	REDATCTED	32
771	Soft Goods Kit		SM-0194-SGK	4	REDATCTED	REDATCTED	22
772	Hard Goods Kit		SM-0194-HGK	1	REDATCTED	REDATCTED	22
773	Pressure Control Valve	40032533		1	REDATCTED	REDATCTED	18
774	Soft Goods Kit		SM-0352-SGK	4	REDATCTED	REDATCTED	14
775	Hard Goods Kit		SM-0352-HGK	2	REDATCTED	REDATCTED	14
776	Pressure Control Valve	40035484		1	REDATCTED	REDATCTED	15
777	Soft Goods Kit		SM-0365-SGK	4	REDATCTED	REDATCTED	14
778	Hard Goods Kit		SM-0365-HGK	1	REDATCTED	REDATCTED	14
779	Pressure Relief Valve	40035485		1	REDATCTED	REDATCTED	15
780	Soft Goods Kit		SM-0366-SGK	4	REDATCTED	REDATCTED	14
781	Hard Goods Kit		SM-0366-HGK	1	REDATCTED	REDATCTED	14
782	Pressure Control Valve	40041656		1	REDATCTED	REDATCTED	15
783	Soft Goods Kit		SM-0376-SGK	4	REDATCTED	REDATCTED	14
784	Hard Goods Kit		SM-0376-HGK	1	REDATCTED	REDATCTED	14
785	Surplus Valve	40042463		1	REDATCTED	REDATCTED	18
786	Soft Goods Kit		SM-0382-SGK	4	REDATCTED	REDATCTED	14
787	Hard Goods Kit		SM-0382-HGK	1	REDATCTED	REDATCTED	14
788	Surplus Valve	40042465		1	REDATCTED	REDATCTED	18
789	Soft Goods Kit		SM-0383-SGK	4	REDATCTED	REDATCTED	14
790	Hard Goods Kit		SM-0383-HGK	1	REDATCTED	REDATCTED	14
791	Pressure Control Valve	40043306		1	REDATCTED	REDATCTED	15
792	Soft Goods Kit		SM-0405-SGK	4	REDATCTED	REDATCTED	14
793	Hard Goods Kit		SM-0405-HGK	1	REDATCTED	REDATCTED	14
794	Pressure Control Valve	40043307		1	REDATCTED	REDATCTED	15
795	Soft Goods Kit		SM-0406-SGK	4	REDATCTED	REDATCTED	14
796	Hard Goods Kit		SM-0406-HGK	1	REDATCTED	REDATCTED	14
797	Pressure Control Valve	40043310		1	REDATCTED	REDATCTED	15
798	Soft Goods Kit		SM-0409-SGK	4	REDATCTED	REDATCTED	14
799	Hard Goods Kit		SM-0409-HGK	1	REDATCTED	REDATCTED	14
800	Pressure Control Valve	40043311		1	REDATCTED	REDATCTED	15
801	Soft Goods Kit		SM-0410-SGK	4	REDATCTED	REDATCTED	14
802	Hard Goods Kit		SM-0410-HGK	1	REDATCTED	REDATCTED	14
803	Pressure Relief Valve	40043312		1	REDATCTED	REDATCTED	15
804	Soft Goods Kit		SM-0411-SGK	4	REDATCTED	REDATCTED	14
805	Hard Goods Kit		SM-0411-HGK	1	REDATCTED	REDATCTED 2.1519	14

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806	Ball Valve	40017975		10	REDATCTED	REDATCTED	29
807	Soft Goods Kit		SM-0279-SGK	38	REDATCTED	REDATCTED	28
808	Hard Goods Kit		SM-0279-HGK	15	REDATCTED	REDATCTED	28
809	Ball Valve	40018072		10	REDATCTED	REDATCTED	29
810	Soft Goods Kit		SM-0285-SGK	38	REDATCTED	REDATCTED	28
811	Hard Goods Kit		SM-0285-HGK	15	REDATCTED	REDATCTED	28
812	Electrically Actuated Butterfly Valve	40018246		1	REDATCTED	REDATCTED	32
813	Soft Goods Kit		SM-0286-SGK	4	REDATCTED	REDATCTED	22
814	Hard Goods Kit		SM-0286-HGK	1	REDATCTED	REDATCTED	22
815	Pressure Relief Valve	40043314		1	REDATCTED	REDATCTED	15
816	Soft Goods Kit		SM-0412-SGK	4	REDATCTED	REDATCTED	14
817	Hard Goods Kit		SM-0412-HGK	1	REDATCTED	REDATCTED	14
818	Pressure Control Valve	40044519		1	REDATCTED	REDATCTED	18
819	Soft Goods Kit		SM-0419-SGK	4	REDATCTED	REDATCTED	14
820	Hard Goods Kit		SM-0419-HGK	1	REDATCTED	REDATCTED	14
821	Pressure Control Valve	40045738		1	REDATCTED	REDATCTED	15
822	Soft Goods Kit		SM-0423-SGK	4	REDATCTED	REDATCTED	14
823	Hard Goods Kit		SM-0423-HGK	1	REDATCTED	REDATCTED	14
824	Pressure Relief Valve	40045743		1	REDATCTED	REDATCTED	15
825	Soft Goods Kit		SM-0424-SGK	4	REDATCTED	REDATCTED	14
826	Hard Goods Kit		SM-0424-HGK	1	REDATCTED	REDATCTED	14
827	Surplus Valve	40054325		1	REDATCTED	REDATCTED	15
828	Soft Goods Kit		SM-0460-SGK	4	REDATCTED	REDATCTED	14
829	Hard Goods Kit		SM-0460-HGK	1	REDATCTED	REDATCTED	14
830	Pressure Relief Valve	40055453		1	REDATCTED	REDATCTED	18
831	Soft Goods Kit		SM-0465-SGK	4	REDATCTED	REDATCTED	14
832	Hard Goods Kit		SM-0465-HGK	1	REDATCTED	REDATCTED	14
833	Electrically Actuated Ball Valve	40027488		2	REDATCTED	REDATCTED	14
834	Soft Goods Kit		SM-0331-SGK	12	REDATCTED	REDATCTED	10
835	Hard Goods Kit		SM-0331-HGK	3	REDATCTED	REDATCTED	10
836	Electrically Actuated Ball Valve	40027489		6	REDATCTED	REDATCTED	14
837	Soft Goods Kit		SM-0332-SGK	22	REDATCTED	REDATCTED	10
838	Hard Goods Kit		SM-0332-HGK	10	REDATCTED	REDATCTED	10
839	Pressure Reducing Valve	40055670		1	REDATCTED	REDATCTED	15
840	Soft Goods Kit		SM-0472-SGK	4	REDATCTED	REDATCTED	14
841	Hard Goods Kit		SM-0472-HGK	1	REDATCTED	REDATCTED	14
842	Pressure Reducing Valve	40055672		1	REDATCTED	REDATCTED 2.1592	15

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843	Soft Goods Kit		SM-0473-SGK	4	REDATCTED	REDATCTED	14
844	Hard Goods Kit		SM-0473-HGK	1	REDATCTED	REDATCTED	14
845	Pressure Relief Valve	40055673		1	REDATCTED	REDATCTED	15
846	Soft Goods Kit		SM-0474-SGK	4	REDATCTED	REDATCTED	14
847	Hard Goods Kit		SM-0474-HGK	1	REDATCTED	REDATCTED	14
848	Pressure Relief Valve	40055674		1	REDATCTED	REDATCTED	15
849	Soft Goods Kit		SM-0475-SGK	4	REDATCTED	REDATCTED	14
850	Hard Goods Kit		SM-0475-HGK	1	REDATCTED	REDATCTED	14
851	Pressure Relief Valve	40058880		1	REDATCTED	REDATCTED	15
852	Soft Goods Kit		SM-0489-SGK	4	REDATCTED	REDATCTED	14
853	Hard Goods Kit		SM-0489-HGK	1	REDATCTED	REDATCTED	14
854	Pressure Reducing Valve	40072194		1	REDATCTED	REDATCTED	15
855	Soft Goods Kit		SM-0578-SGK	4	REDATCTED	REDATCTED	14
856	Hard Goods Kit		SM-0578-HGK	1	REDATCTED	REDATCTED	14
857	Surplus Valve	40088664		1	REDATCTED	REDATCTED	18
858	Soft Goods Kit		SM-0580-SGK	4	REDATCTED	REDATCTED	14
859	Hard Goods Kit		SM-0580-HGK	1	REDATCTED	REDATCTED	14
860	Electrically Actuated Butterfly Valve	40009112		5	REDATCTED	REDATCTED	21
861	Soft Goods Kit		SM-0006-SGK	26	REDATCTED	REDATCTED	17
862	Ball Valve	40043062		1	REDATCTED	REDATCTED	29
863	Soft Goods Kit		SM-0389-SGK	4	REDATCTED	REDATCTED	28
864	Hard Goods Kit		SM-0389-HGK	1	REDATCTED	REDATCTED	28
865	Butterfly Valve	40009123		1	REDATCTED	REDATCTED	18
866	Soft Goods Kit		SM-0013-SGK	10	REDATCTED	REDATCTED	17
867	Electrically Actuated Butterfly Valve	40011342		1	REDATCTED	REDATCTED	21
868	Soft Goods Kit		SM-0069-SGK	10	REDATCTED	REDATCTED	17
869	Butterfly Valve	40011404		1	REDATCTED	REDATCTED	21
870	Soft Goods Kit		SM-0115-SGK	5	REDATCTED	REDATCTED	17
871	Electrically Actuated Ball Valve	40018265		1	REDATCTED	REDATCTED	21
872	Soft Goods Kit		SM-0287-SGK	4	REDATCTED	REDATCTED	17
873	Hard Goods Kit		SM-0287-HGK	1	REDATCTED	REDATCTED	17
874	Electrically Actuated Butterfly Valve	40023254		1	REDATCTED	REDATCTED	21
875	Soft Goods Kit		SM-0314-SGK	5	REDATCTED	REDATCTED	17
876	Electrically Actuated Ball Valve	40025524		1	REDATCTED	REDATCTED	21
877	Soft Goods Kit		SM-0319-SGK	4	REDATCTED	REDATCTED	17
878	Hard Goods Kit		SM-0319-HGK	1	REDATCTED	REDATCTED	17
879	Butterfly Valve	40043114		1	REDATCTED	REDATCTED 2.1666	21

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880	Soft Goods Kit		SM-0390-SGK	5	REDATCTED	REDATCTED	17
881	Electrically Actuated Butterfly Valve	40043715		1	REDATCTED	REDATCTED	21
882	Soft Goods Kit		SM-0417-SGK	5	REDATCTED	REDATCTED	17
883	Fire Hydrant Valve	40013125		20	REDATCTED	REDATCTED	33
884	Soft Goods Kit		SM-0216-SGK	87	REDATCTED	REDATCTED	22
885	Pressure Reducing Valve	40058867		1	REDATCTED	REDATCTED	33
886	Soft Goods Kit		SM-0484-SGK	4	REDATCTED	REDATCTED	22
887	Hard Goods Kit		SM-0484-HGK	1	REDATCTED	REDATCTED	28
888	Pressure Relief Valve	40058873		1	REDATCTED	REDATCTED	33
889	Soft Goods Kit		SM-0486-SGK	4	REDATCTED	REDATCTED	22
890	Hard Goods Kit		SM-0486-HGK	1	REDATCTED	REDATCTED	28
891	Pressure Relief Valve	40058877		1	REDATCTED	REDATCTED	33
892	Soft Goods Kit		SM-0487-SGK	4	REDATCTED	REDATCTED	22
893	Hard Goods Kit		SM-0487-HGK	1	REDATCTED	REDATCTED	28
894	Pressure Reducing Valve	40059754		1	REDATCTED	REDATCTED	33
895	Soft Goods Kit		SM-0490-SGK	4	REDATCTED	REDATCTED	22
896	Hard Goods Kit		SM-0490-HGK	1	REDATCTED	REDATCTED	28
897	Pressure Relief Valve	40059755		1	REDATCTED	REDATCTED	33
898	Soft Goods Kit		SM-0491-SGK	4	REDATCTED	REDATCTED	22
899	Hard Goods Kit		SM-0491-HGK	1	REDATCTED	REDATCTED	28
900	Pressure Relief Valve	40011615		1	REDATCTED	REDATCTED	33
901	Soft Goods Kit		SM-0178-SGK	4	REDATCTED	REDATCTED	22
902	Hard Goods Kit		SM-0178-HGK	1	REDATCTED	REDATCTED	28
903	Pressure Relief Valve	40041680		1	REDATCTED	REDATCTED	33
904	Soft Goods Kit		SM-0377-SGK	5	REDATCTED	REDATCTED	22
905	Pressure Relief Valve	40043308		1	REDATCTED	REDATCTED	33
906	Soft Goods Kit		SM-0407-SGK	5	REDATCTED	REDATCTED	22
907	Pressure Relief Valve	40043309		1	REDATCTED	REDATCTED	33
908	Soft Goods Kit		SM-0408-SGK	5	REDATCTED	REDATCTED	22
909	Pressure Reducing Valve	40058871		1	REDATCTED	REDATCTED	33
910	Soft Goods Kit		SM-0485-SGK	4	REDATCTED	REDATCTED	22
911	Hard Goods Kit		SM-0485-HGK	1	REDATCTED	REDATCTED	28
912	Soft Goods Kit		SM-0198-SGK	8	REDATCTED	REDATCTED	12
913	Hard Goods Kit		SM-0198-HGK	2	REDATCTED	REDATCTED	14
914	Butterfly Valve	40019421		1	REDATCTED	REDATCTED	29
915	Soft Goods Kit		SM-0293-SGK	4	REDATCTED	REDATCTED	22
916	Hard Goods Kit		SM-0293-HGK	1	REDATCTED	REDATCTED	22

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917	Ball Valve	40059757		1	REDATCTED	REDATCTED	19
918	Soft Goods Kit		SM-0492-SGK	4	REDATCTED	REDATCTED	12
919	Hard Goods Kit		SM-0492-HGK	1	REDATCTED	REDATCTED	14
920	Ball Valve	40011945		12	REDATCTED	REDATCTED	33
921	Soft Goods Kit		SM-0188-SGK	58	REDATCTED	REDATCTED	22
922	Hard Goods Kit		SM-0188-HGK	25	REDATCTED	REDATCTED	28
923	Butterfly Valve	40050576		1	REDATCTED	REDATCTED	29
924	Soft Goods Kit		SM-0455-SGK	4	REDATCTED	REDATCTED	22
925	Hard Goods Kit		SM-0455-HGK	1	REDATCTED	REDATCTED	22
926	Pressure Relief Valve	40061127		1	REDATCTED	REDATCTED	33
927	Soft Goods Kit		SM-0496-SGK	5	REDATCTED	REDATCTED	8
928	Ball Valve	40011612		1	REDATCTED	REDATCTED	20
929	Soft Goods Kit		SM-0176-SGK	4	REDATCTED	REDATCTED	10
930	Hard Goods Kit		SM-0176-HGK	2	REDATCTED	REDATCTED	12
931	Pressure Control Valve	40009115		1	REDATCTED	REDATCTED	23
932	Soft Goods Kit		SM-0009-SGK	4	REDATCTED	REDATCTED	12
933	Hard Goods Kit		SM-0009-HGK	1	REDATCTED	REDATCTED	12
934	Self closing Sounding Cock	40057056		5	REDATCTED	REDATCTED	25
935	Flow Metering Station Valve	40047145		3	REDATCTED	REDATCTED	10
936	Flow Metering Station Valve	40047146		2	REDATCTED	REDATCTED	10
937	Flow Metering Station Valve	40047147		2	REDATCTED	REDATCTED	10
938	Flow Metering Station Valve	40047148		3	REDATCTED	REDATCTED	10
939	Flow Metering Station Valve	40047149		2	REDATCTED	REDATCTED	10
940	Flow Metering Station Valve	40047150		3	REDATCTED	REDATCTED	10
941	Flow Metering Station Valve	40047291		3	REDATCTED	REDATCTED	10
942	Flow Metering Station Valve	40047292		2	REDATCTED	REDATCTED	10
943	Pressure Control Valve	40011353		1	REDATCTED	REDATCTED	36
944	Hard Goods Kit		SM-0076-HGK	5	REDATCTED	REDATCTED	28
945	Electrically Actuated Balanced Piston Valve	40003377		1	REDATCTED	REDATCTED	36
946	Soft Goods Kit		SM-0003-SGK	4	REDATCTED	REDATCTED	22
947	Hard Goods Kit		SM-0003-HGK	1	REDATCTED	REDATCTED	28
948	Pressure Control Valve	40023784		1	REDATCTED	REDATCTED	22
949	Hard Goods Kit		SM-0318-HGK	5	REDATCTED	REDATCTED	10
950	Ball Valve	40011576		10	REDATCTED	REDATCTED	29
951	Soft Goods Kit		SM-0167-SGK	50	REDATCTED	REDATCTED	28
952	Hard Goods Kit		SM-0167-HGK	20	REDATCTED	REDATCTED	28
953	Temperature Control Valve	40011541		1	REDATCTED	REDATCTED	33

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954	Soft Goods Kit		SM-0163-SGK	4	REDACTED	REDACTED	22
955	Hard Goods Kit		SM-0163-HGK	1	REDACTED	REDACTED	28
956	Temperature Control Valve	40011542		1	REDACTED	REDACTED	33
957	Soft Goods Kit		SM-0164-SGK	4	REDACTED	REDACTED	22
958	Hard Goods Kit		SM-0164-HGK	1	REDACTED	REDACTED	28
959	Electrically Actuated Temperature Control Valve	40011543		1	REDACTED	REDACTED	36
960	Soft Goods Kit		SM-0165-SGK	4	REDACTED	REDACTED	22
961	Hard Goods Kit		SM-0165-HGK	1	REDACTED	REDACTED	28
962	Electrically Actuated Temperature Control Valve	40019217		1	REDACTED	REDACTED	36
963	Soft Goods Kit		SM-0290-SGK	4	REDACTED	REDACTED	22
964	Hard Goods Kit		SM-0290-HGK	1	REDACTED	REDACTED	28
965	Temperature Control Valve	40045744		1	REDACTED	REDACTED	33
966	Soft Goods Kit		SM-0425-SGK	4	REDACTED	REDACTED	22
967	Hard Goods Kit		SM-0425-HGK	1	REDACTED	REDACTED	28
968	Ball Valve	40066484		1	REDACTED	REDACTED	14
969	Soft Goods Kit		SM-0502-SGK	4	REDACTED	REDACTED	13
970	Hard Goods Kit		SM-0502-HGK	1	REDACTED	REDACTED	13
971	Electrically Actuated Temperature Control Valve	40045747		1	REDACTED	REDACTED	36
972	Soft Goods Kit		SM-0427-SGK	4	REDACTED	REDACTED	22
973	Hard Goods Kit		SM-0427-HGK	1	REDACTED	REDACTED	28
974	Thermostatic Control Valve	40054866		1	REDACTED	REDACTED	33
975	Soft Goods Kit		SM-0463-SGK	4	REDACTED	REDACTED	22
976	Hard Goods Kit		SM-0463-HGK	1	REDACTED	REDACTED	28
977	Ball Valve	40002812		2	REDACTED	REDACTED	36
978	Automatic Air Escape Valve	40003339		2	REDACTED	REDACTED	19
979	Ball Valve	40009113		1	REDACTED	REDACTED	31
980	Sampling Self Closing Valve	40009118		1	REDACTED	REDACTED	19
981	Ball Valve	40009119		7	REDACTED	REDACTED	34
982	Ball Valve	40009125		5	REDACTED	REDACTED	34
983	Ball Valve	40009127		2	REDACTED	REDACTED	34
984	Non-Return Valve	40011137		1	REDACTED	REDACTED	11
985	Ball Valve	40011205		6	REDACTED	REDACTED	33
986	Ball Valve	40011206		10	REDACTED	REDACTED	33
987	Ball Valve	40011207		13	REDACTED	REDACTED	33
988	Non-Return Valve	40011224		1	REDACTED	REDACTED	34
989	Sampling Push Button Valve	40011236		1	REDACTED	REDACTED	28
990	Ball Valve	40011242		3	REDACTED	REDACTED	36

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991	Ball Valve	40011248		1	REDATCTED	REDATCTED	20
992	Non-Return Valve	40011252		1	REDATCTED	REDATCTED	28
993	Screw Down Non-Return Valve	40011253		1	REDATCTED	REDATCTED	34
994	Ball Valve	40011340		2	REDATCTED	REDATCTED	34
995	Non-Return Valve	40011349		1	REDATCTED	REDATCTED	28
996	Pressure Relief Valve	40011352		2	REDATCTED	REDATCTED	43
997	Hard Goods Kit		SM-0075-HGK	13	REDATCTED	REDATCTED	42
998	Ball Valve	40011385		13	REDATCTED	REDATCTED	33
999	Ball Valve	40011386		12	REDATCTED	REDATCTED	33
1000	Ball Valve	40011388		10	REDATCTED	REDATCTED	11
1001	Ball Valve	40011389		5	REDATCTED	REDATCTED	11
1002	Non-Return Valve	40011401		1	REDATCTED	REDATCTED	23
1003	Non-Return Valve	40011406		5	REDATCTED	REDATCTED	17
1004	Screw Down Non-Return Valve	40011407		1	REDATCTED	REDATCTED	31
1005	Screw Down Non-Return Valve	40011408		1	REDATCTED	REDATCTED	31
1006	Screw Down Non-Return Valve	40011409		1	REDATCTED	REDATCTED	29
1007	Temperature Control Valve	40011412		5	REDATCTED	REDATCTED	33
1008	Variable Orifice Globe Valve	40011413		1	REDATCTED	REDATCTED	10
1009	Variable Orifice Globe Valve	40011414		2	REDATCTED	REDATCTED	10
1010	Non-Return Valve	40011452		5	REDATCTED	REDATCTED	17
1011	Thermostatic Mixing Valve	40011453		8	REDATCTED	REDATCTED	33
1012	Ball Valve	40011457		1	REDATCTED	REDATCTED	33
1013	Ball Valve	40011468		1	REDATCTED	REDATCTED	33
1014	Ball Valve	40011470		3	REDATCTED	REDATCTED	34
1015	Diaphragm Valve	40011480		1	REDATCTED	REDATCTED	36
1016	Diaphragm Valve	40011482		1	REDATCTED	REDATCTED	33
1017	Pressure Relief Valve	40011521		1	REDATCTED	REDATCTED	33
1018	Double Block and Bleed Valve	40011545		1	REDATCTED	REDATCTED	18
1019	Ball Valve	40012097		15	REDATCTED	REDATCTED	33
1020	Ball Valve	40013308		15	REDATCTED	REDATCTED	33
1021	Pressure Relief Valve	40013315		2	REDATCTED	REDATCTED	10
1022	Pressure Relief Valve	40013316		2	REDATCTED	REDATCTED	10
1023	Non-Return Valve	40013325		2	REDATCTED	REDATCTED	13
1024	Ball Valve	40013327		15	REDATCTED	REDATCTED	33
1025	Ball Valve	40013328		2	REDATCTED	REDATCTED	33
1026	Static Balancing Valve	40013331		7	REDATCTED	REDATCTED	33
1027	Static Balancing Valve	40013332		7	REDATCTED	REDATCTED	33

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1028	Static Balancing Valve	40013333		7	REDACTED	REDACTED	33
1029	Static Balancing Valve	40013334		7	REDACTED	REDACTED	33
1030	3-Way "L" Port Valve	40015118		1	REDACTED	REDACTED	19
1031	Ball Valve	40015261		20	REDACTED	REDACTED	31
1032	Automatic Air Eliminator Valve	40015597		10	REDACTED	REDACTED	33
1033	Automatic Air Eliminator Valve	40015600		1	REDACTED	REDACTED	33
1034	Needle Valve	40017196		10	REDACTED	REDACTED	36
1035	Sampling Push Button Valve	40018867		1	REDACTED	REDACTED	25
1036	Diaphragm Valve	40019424		1	REDACTED	REDACTED	33
1037	Diaphragm Valve	40019425		1	REDACTED	REDACTED	33
1038	Needle Valve	40019737		8	REDACTED	REDACTED	14
1039	Diaphragm Valve	40022714		1	REDACTED	REDACTED	33
1040	Dynamic Balancing Valve	40026325		3	REDACTED	REDACTED	33
1041	Dynamic Balancing Valve	40026326		2	REDACTED	REDACTED	33
1042	Dynamic Balancing Valve	40026327		5	REDACTED	REDACTED	33
1043	Dynamic Balancing Valve	40026328		5	REDACTED	REDACTED	33
1044	Double Block and Bleed Valve	40028844		1	REDACTED	REDACTED	15
1045	Double Block and Bleed Valve	40028845		1	REDACTED	REDACTED	18
1046	Non-Return Valve	40029251		1	REDACTED	REDACTED	31
1047	Pressure Relief Valve	40029632		1	REDACTED	REDACTED	36
1048	Pressure Control Valve	40032532		1	REDACTED	REDACTED	36
1049	Non-Return Valve	40033040		1	REDACTED	REDACTED	34
1050	Ball Valve	40033041		1	REDACTED	REDACTED	20
1051	Pressure Control Valve	40033042		1	REDACTED	REDACTED	18
1052	Ball Valve	40033058		1	REDACTED	REDACTED	19
1053	Diaphragm Valve	40036138		1	REDACTED	REDACTED	33
1054	Needle Valve	40043123		1	REDACTED	REDACTED	14
1055	Flow Metering Station Valve	40047144		2	REDACTED	REDACTED	10
1056	Flow Metering Station Valve	40048106		1	REDACTED	REDACTED	10
1057	Flow Metering Station Valve	40049419		1	REDACTED	REDACTED	10
1058	Flow Metering Station Valve	40052830		1	REDACTED	REDACTED	10
1059	Ball Valve	40055200		1	REDACTED	REDACTED	11
1060	Non-Return Valve	40055675		1	REDACTED	REDACTED	19
1061	Needle Valve	40058878		1	REDACTED	REDACTED	33
1062	Non-Return Valve	40060926		1	REDACTED	REDACTED	27
1063	Cartridge	40069430		1	REDACTED	REDACTED	33
1064	Cartridge	40069431		1	REDACTED	REDACTED	33

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1065	Cartridge	40069432		1	REDACTED	REDACTED	33
1066	Cartridge	40069433		1	REDACTED	REDACTED	33
1067	Cartridge	40069434		1	REDACTED	REDACTED	33
1068	Cartridge	40069435		1	REDACTED	REDACTED	33
1069	Cartridge	40069436		1	REDACTED	REDACTED	33
1070	Cartridge	40069437		1	REDACTED	REDACTED	33
1071	Cartridge	40069438		1	REDACTED	REDACTED	33
1072	Cartridge	40072081		1	REDACTED	REDACTED	33
1073	Cartridge	40072082		1	REDACTED	REDACTED	33
1074	Cartridge	40072083		1	REDACTED	REDACTED	33
1075	Cartridge	40072084		1	REDACTED	REDACTED	33
1076	Cartridge	40072085		1	REDACTED	REDACTED	33
1077	Cartridge	40072086		1	REDACTED	REDACTED	33
1078	Cartridge	40072087		1	REDACTED	REDACTED	33
1079	Cartridge	40072088		1	REDACTED	REDACTED	33
1080	Cartridge	40072089		1	REDACTED	REDACTED	33
1081	Cartridge	40072090		1	REDACTED	REDACTED	33
1082	Cartridge	40072091		1	REDACTED	REDACTED	33
1083	Cartridge	40072092		1	REDACTED	REDACTED	33
1084	Cartridge	40072093		1	REDACTED	REDACTED	33
1085	Cartridge	40072094		1	REDACTED	REDACTED	33
1086	Cartridge	40072095		1	REDACTED	REDACTED	33
1087	Cartridge	40072096		1	REDACTED	REDACTED	33
1088	Cartridge	40072097		1	REDACTED	REDACTED	33
1089	Cartridge	40072098		1	REDACTED	REDACTED	33
1090	Cartridge	40072099		1	REDACTED	REDACTED	33
1091	Cartridge	40072100		1	REDACTED	REDACTED	33
1092	Cartridge	40072101		1	REDACTED	REDACTED	33
1093	Cartridge	40072102		1	REDACTED	REDACTED	33
1094	Cartridge	40072103		1	REDACTED	REDACTED	33
1095	Cartridge	40072104		1	REDACTED	REDACTED	33
1096	Cartridge	40072105		1	REDACTED	REDACTED	33
1097	Cartridge	40072106		1	REDACTED	REDACTED	33
1098	Cartridge	40072107		1	REDACTED	REDACTED	33
1099	Cartridge	40072108		1	REDACTED	REDACTED	33
1100	Cartridge	40072109		1	REDACTED	REDACTED	33
1101	Cartridge	40072110		1	REDACTED	REDACTED	33

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1102	Cartridge	40072111		1	REDACTED	REDACTED	33
1103	Cartridge	40072112		1	REDACTED	REDACTED	33
1104	Cartridge	40072113		1	REDACTED	REDACTED	33
1105	Cartridge	40072114		1	REDACTED	REDACTED	33
1106	Cartridge	40072115		1	REDACTED	REDACTED	33
1107	Cartridge	40072116		1	REDACTED	REDACTED	33
1108	Cartridge	40072117		1	REDACTED	REDACTED	33
1109	Cartridge	40072118		1	REDACTED	REDACTED	33
1110	Cartridge	40072119		1	REDACTED	REDACTED	33
1111	Cartridge	40072120		1	REDACTED	REDACTED	33
1112	Cartridge	40072121		1	REDACTED	REDACTED	33
1113	Cartridge	40072123		1	REDACTED	REDACTED	33
1114	Cartridge	40072124		1	REDACTED	REDACTED	33
1115	Cartridge	40072125		1	REDACTED	REDACTED	33
1116	Cartridge	40072126		1	REDACTED	REDACTED	33
1117	Cartridge	40072127		1	REDACTED	REDACTED	33
1118	Cartridge	40072128		1	REDACTED	REDACTED	33
1119	Cartridge	40072129		1	REDACTED	REDACTED	33
1120	Cartridge	40072130		1	REDACTED	REDACTED	33
1121	Cartridge	40072131		1	REDACTED	REDACTED	33
1122	Cartridge	40072132		1	REDACTED	REDACTED	33
1123	Cartridge	40072133		1	REDACTED	REDACTED	33
1124	Cartridge	40072134		1	REDACTED	REDACTED	33
1125	Cartridge	40072135		1	REDACTED	REDACTED	33
1126	Cartridge	40072136		1	REDACTED	REDACTED	33
1127	Cartridge	40072137		1	REDACTED	REDACTED	33
1128	Cartridge	40072138		1	REDACTED	REDACTED	33
1129	Cartridge	40072139		1	REDACTED	REDACTED	33
1130	Cartridge	40072140		1	REDACTED	REDACTED	33
1131	Cartridge	40072141		1	REDACTED	REDACTED	33
1132	Cartridge	40072173		1	REDACTED	REDACTED	33
1133	Cartridge	40072174		1	REDACTED	REDACTED	33
1134	Cartridge	40072175		1	REDACTED	REDACTED	33
1135	Non-Return Valve	40076177		8	REDACTED	REDACTED	10
1136	Profibus Unit	40072144		1	REDACTED	REDACTED	11
1137	Electric Actuator	40042472		1	REDACTED	REDACTED	16
1138	Electric Actuator	40042473		1	REDACTED	REDACTED	16

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1139	Electric Actuator	40042474		1	REDACTED	REDACTED	16
1140	Walton Control Unit	40052831		1	REDACTED	REDACTED	33
1141	Rotork profibus actuator valve test kit	40062917		1	REDACTED	REDACTED	11
1142	Actuator		ACT-0001-QEC	1	REDACTED	REDACTED	33
1143	Actuator		ACT-0003-QEC	2	REDACTED	REDACTED	33
1144	Actuator		ACT-0004-QEC	2	REDACTED	REDACTED	33
1145	Actuator		ACT-0005-QEC	2	REDACTED	REDACTED	33
1146	Actuator		ACT-0006-QEC	2	REDACTED	REDACTED	33
1147	Actuator		ACT-0008-QEC	1	REDACTED	REDACTED	33
1148	Actuator		ACT-0009-QEC	1	REDACTED	REDACTED	33
1149	Actuator		ACT-0010-QEC	1	REDACTED	REDACTED	33
1150	Actuator		ACT-0011-QEC	1	REDACTED	REDACTED	33
1151	Actuator		ACT-0012-QEC	2	REDACTED	REDACTED	33
1152	Actuator		ACT-0013-QEC	2	REDACTED	REDACTED	33
1153	Actuator		ACT-0014-QEC	4	REDACTED	REDACTED	33
1154	Actuator		ACT-0015-QEC	4	REDACTED	REDACTED	33
1155	Actuator		ACT-0016-QEC	4	REDACTED	REDACTED	33
1156	Actuator		ACT-0017-QEC	4	REDACTED	REDACTED	33
1157	Actuator		ACT-0018-QEC	20	REDACTED	REDACTED	33
1158	Actuator		ACT-0019-QEC	12	REDACTED	REDACTED	33
1159	Actuator		ACT-0020-QEC	8	REDACTED	REDACTED	33
1160	Actuator		ACT-0021-QEC	8	REDACTED	REDACTED	33
1161	Actuator		ACT-0022-QEC	1	REDACTED	REDACTED	33

REDACTED 2.2000

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**Schedule 3 - Contract Data Sheet for Invitation to Negotiate No: SHIPACQ113**

<p><b>Condition A9 Governing Law</b></p>	<p>Contract to be governed and construed in accordance with: (one must be chosen)</p> <p>English Law      <input checked="" type="checkbox"/></p> <p>Scots Law        <input type="checkbox"/> clause A9.d shall apply</p> <p>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 A9.g (if applicable) are as follows:</p>
<p><b>Condition A22 Termination for Convenience</b></p>	<p>The Notice period for terminating the Contract shall be 20 (Twenty) Business Days.</p>
<p><b>Condition A24 Contract Period</b></p>	<p>The Contract expiry date shall be up to: upon satisfactory completion and delivery of all articles under the Contract.</p>
<p><b>Clause B1.a.(2) Contractor's Obligations – Quality Assurance</b></p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes      <input type="checkbox"/></p> <p>No        <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Not Applicable 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.</p> <p><b>Other Quality Assurance Requirements:</b></p> <p>See sections J to Conditions of SHIPACQ113</p>
<p><b>Condition B6 Marking of Contractor Deliverables</b></p>	<p>Special Marking requirements:</p>

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<b>Condition B8 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<p>A completed Schedule 6 (Hazardous Articles, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) 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</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.</p>
<b>Clause B9.i Timber and Wood-Derived Products</b>	<p>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:</p> <p>The Authority's Representative (Commercial)</p> <p>Or, if only a hardcopy is available to:</p> <p>The Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: Tender Return Date</p>
<b>Condition B10 Certificate of Conformity</b>	<p>Is a Certificate of Conformity required for this Contract?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: Single Certificate Per Equipment Type</p> <p>If Yes, does the Contractor Deliverables require traceability throughout the supply chain?</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Line Items: All Lines</p>

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<b>Condition C1 Contract Price (Excl. Vat)</b>	All Schedule 2 line items shall be Firm Price:  Contract Value: <b>REDACTED 2.2001</b>
<b>Clause F1.a Delivery (for Schedule 2 items)</b>	The transport requirements shown below are applicable:  Line Items Not Applicable  To be Delivered by the Contractor (See Box F1.b)   Line Items All Schedule 2 Line Items  To be Collected by the Authority (See Box F1.c)
<b>Clause F1.b Delivery by the Contractor (for Schedule 2 items)</b>	(Where applicable, see Box F1.a above)  Special Delivery Instructions (Clause F1.b.(2)) : Not Applicable  Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.b.(3)):  Line Items Not Applicable MOD Form 640  Line Items Not Applicable DEFFORM 129J  Line Items Not Applicable Delivery Note

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<p><b>Clause F1.c Collection by the Authority</b> (for Schedule 2 items)</p>	<p>(Where applicable, see Box F1.a above)</p> <p>Special Collection Instructions (Clause F1.c.(2)): Not Applicable</p> <p>Each consignment of the Contractor Deliverables to be accompanied by (Clause F1.c.(3)):</p> <p>Line Items Not Applicable MOD Form 640</p> <p>Line Items All Lines DEFFORM 129J</p> <p>Line Items Not Applicable Delivery Note</p> <p>Consignor Address (F1.c.(4)) :</p> <p>Line Items All Items Address Score Marine Limited Glenugie, Engineering Works, Burnhaven, Peterhead, Aberdeenshire, AB42 0YX</p> <p>Consignee Address Details (for the purposes of Clause B7.b.(1)):</p> <p>Line Items All Items Address Details Inward Shippers, Portsmouth Freight Centre, Store 100, HM Naval Base, Portsmouth, Hants, PO1 3LU</p>
<p><b>Clause F3.b Rejection</b></p> <p><b>Note: If no period is inserted here the time period shall be twenty (20) Business days)</b></p>	<p>Time limit for rejection of the Contractor Deliverables shall be 20 (Twenty) Business Days.</p>
<p><b>Condition F5 Self to Self Delivery</b></p>	<p>Is Self to Self Delivery required:</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes, Delivery address applicable:</p>
<p><b>Clause G1.a Payment</b></p>	<p>DEFFORM 30 Agreement refers (if applicable)</p> <p>Reference MET/SCORE/DF30V1</p> <p>Date 28/08/2008</p>

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<p><b>Clause G1.c.(2) and G1.c.(3) Payment</b> (for Schedule 2 items)</p>	<p>Payment is to be enabled by: Line Items All Lines P2P refers</p>
<p><b>Clause H1.a Progress Monitoring</b></p>	<p>The Contractor shall be required to attend the following meetings: Type: Telephone Conference Frequency: Monthly - up until completion of all activities under Schedule 2 of the Schedule of Requirements Location: The Contractor's Premises and/or Ministry of Defence, Filton Abbeywood, Bristol, BS34 8JH</p>
<p><b>Clause H1.b Progress Reports</b></p>	<p>The Contractor is required to submit the following Reports: Type: Back Order Report Frequency: Monthly Method of Delivery: Electronic Mail Delivery Address: <b>REDACTED 1.06</b></p>
<p><b>Clause H2.b Authority's Representatives</b></p>	<p>The Authority's Representatives for the Contract are as follows: Commercial: <b>REDACTED 1.07</b> Project Manager: <b>REDACTED 1.08</b> Payment: <b>REDACTED 1.09</b></p>
<p><b>Clause H3.a.(3) Notices</b></p>	<p>Notices served under the Contract shall be sent to the following address: Authority: Ship Acquisition, Ash 0C #3016, Ministry of Defence, Filton Abbey Wood, Bristol, BS34 8JH Contractor: Score Marine Limited Glenugie, Engineering Works, Burnhaven, Peterhead, Aberdeenshire, AB42 0YX</p>
<p><b>Clause H3.a.(5) Notices</b></p>	<p>Notices served under the Contract can be transmitted by electronic mail Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p><b>Other Addresses and Other Information</b> (Covers forms and publications addresses and official use information)</p>	<p><b>See Annex A to Schedule 3 (DEFFORM 111)</b></p>

DEFFORM 111 (Edn 08/15) Appendix - Addresses and Other Information

**1. Commercial Officer**  
 David John  
 Ship Acquisition, Ash OC #3016 Defence Equipment and Support,  
 Abbey Wood South, Bristol, BS34 8JH  
 Email: **REDACTED 1.10**

**2. Project Manager, Equipment Support Manager or PT Leader**  
 (from whom technical information is available)  
 Ministry of Defence  
 Email: **REDACTED 1.11**

**3. Packaging Design Authority**  
 Not Applicable  
 (Where no address is shown please contact the Project Team in Box 2)

**4. (a) Supply / Support Management Branch or Order Manager:**  
 Tel No: 030 679 39408 (b) U.I.N. REDACTED 2.2002

**5. Drawings/Specifications are available from**  
 Ministry of Defence  
**REDACTED 1.12**

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**  
 Not Applicable  
 (where no address is shown the mauve copy should be destroyed)

**7. Quality Assurance Representative:**  
 Ken Burrows  
 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].

For Official Use Only Recoverable YES  NO   
 Issue of Government Property YES  NO   
 VAT Contractor - Country of Origin (delete those n/a)

UK  Non-UK (non-EU Country)  Non-UK (EU Country)

If EC specify country: \_\_\_\_\_

Outside the scope  Item Nos \_\_\_\_\_  
 Exempt  Item Nos \_\_\_\_\_  
 Taxable Zero Rate  Item Nos \_\_\_\_\_  
 Taxable - Standard Rate  Item Nos \_\_\_\_\_

(where a contract is with a Contractor whose place of business is not in the UK JSP 916 should be consulted)

**8. Public Accounting Authority**  
 1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5397  
 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5394

**9. Consignment Instructions**  
 The items are to be consigned as follows:  
 Inward Shippers, Portsmouth Freight Centre, Store 100, HM Naval Base, Portsmouth, Hants, PO1 3LU

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:  
**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  
 Air Freight Centre  
 IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
 Surface Freight Centre  
 IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  
 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  
**B. JSCS**  
 JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)  
 JSCS Fax No. 01869 256837 [www.freightcollection.com](http://www.freightcollection.com)

**11. The Invoice Paying Authority (see Note 1)**  
 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>

**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-OpFormsandPubs@mod.uk](mailto:DESLCSLS-OpFormsandPubs@mod.uk)

**NOTES**  
 1. **Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.  
 2.\* Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Finance Branch \_\_\_\_\_  
 LH No/Project No \_\_\_\_\_  
 Requisition No \_\_\_\_\_

Project Management/ Production branch reference \_\_\_\_\_  
 Place of manufact \_\_\_\_\_

Place of packaging \_\_\_\_\_

Contractor's Tel No \_\_\_\_\_

**Schedule 4 - Contract Change Process Procedure (i.a.w. clause A2.b) for Contract No: SHIPACQ113**

**1. Authority Changes**

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 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**

a. 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.

b. 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.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. 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 – Export Licence (i.a.w. clause A17.g) for Contract No: SHIPACQ113**

**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:

- a. the exporting nation, including the export licence number (where known);
- b. the article or service (including software and Information) affected;
- c. the nature of the restriction and obligation;
- d. the authorised end use and end users and other parties;
- e. 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
- f. 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:

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- (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 those 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;

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- (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.

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

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

REDACTED 1.13

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: SHIPACQ113**

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

**REDACTED 1.14**

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**Schedule 8 - Acceptance Procedure (i.a.w. condition F2) for Contract No: SHIPACQ113**

Not Used

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**Schedule 9 - Contractor's Commercially Sensitive Information Form (i.a.w. condition A14) for Contract No: SHIPACQ113**

**REDACTED 1.15**