**Schedule 1 - Definitions of Contract**

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

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

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

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

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

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

Dangerous Goods by Rail (RID); 1. International Maritime Dangerous Goods (IMDG) Code;
 |

1. International Civil Aviation Organisation (ICAO) Technical

Instructions for the Safe Transport of Dangerous Goods by Air;

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

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

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

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

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

**Issued Property** means any item of Government Furnished Assets (GFA), including

any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

**Legislation** means in relation to the United Kingdom any Act of Parliament, any

subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;

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

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

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

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

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

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

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| **MPAS Certificated Designer**  | shall mean an experienced Packaging designer trained and certified to MPAS requirements;  |
| **NATO**  | means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;  |
| **Notices**  | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;  |
| **Overseas**  | shall mean non UK or foreign;  |
| **Packaging**  | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;  |
|   | Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;  |
| **Packaging Design Authority**  | shall mean the organisation that is responsible for the original  |
| **(PDA)**  | design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;  |
| **Parties**  | means the Contractor and the Authority, and Party shall be construed accordingly;  |
| **Plastic Packaging**  | shall have the same meaning as set out in Part 2 of the Finance  |
| **Components**  | Act 2021 together with any associated secondary legislation;  |
| **PPT**  | means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;  |
| **PPT Legislation**   | means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;  |
| **Primary Packaging Quantity**  | means the quantity of an item of material to be contained in an  |
| **(PPQ)**  | individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);  |
| **Publishable Performance**  | means any of the Information in Schedule 9 (KPI Data Report) as  |
| **Information**  | it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;  |
| **Recycled Timber**  | means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: 1. pre-consumer reclaimed wood and wood fibre and industrial by-products;
2. post-consumer reclaimed wood and wood fibre, and driftwood;
3. reclaimed timber abandoned or confiscated at least ten years previously;

it excludes sawmill co-products;  |

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

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

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| **Specification**  | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;  |
| **STANAG4329**  | means the publication NATO Standard Bar Code Symbologies which can be sourced at [https://www.dstan.mod.uk/faqs.html;](https://www.dstan.mod.uk/services/faq.html)  |
| **Subcontractor**  | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted accordingly;  |
| **Substance**  | means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;  |
|  |
| **Timber and Wood-Derived**  | means timber (including Recycled Timber and Virgin Timber but  |
| **Products**  | excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;  |
| **TransparencyInformation**  | means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;  |
| **Virgin Timber**  | means Timber and Wood-Derived Products that do not include Recycled Timber.  |

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

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

**Schedule 2 - Schedule of Requirements for Contract No:** **710135450**

For ‘The Provision of Services and Facilities for Exercise Lions Challenge Events 2024 – 2028’

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|  | **Contractor Deliverables** |  |  |
| **Item Number**  | **MOD Stock Reference No.**  | **Part No.** **(where applicable)**  | **Specification**  | **Consignee** **Address** **Code** (full address is detailed in DEFFORM 96)  | **Packaging** **Requirements inc. PPQ and** **DofQ** (as detailed in DEFFORM 96) | **Delivery Date**  | **Total Qty**  | **Price (€) Inc VAT**  |
| **Per Item**  | **Total inc. Packaging** **(and Delivery if specified in Schedule 3 (Contract Data Sheet))**  |
| 1. |  |  | **Delivery of services and facilities IAW Exercise Lions Challenge ‘SOR’ - FY 24/25 – Contract award date to 11/02/25.** |   |   |   |   |   |  REDACTED  |
| 2. |  |  | **Delivery of services and facilities IAW Exercise Lions Challenge ‘SOR’ - FY 25/26 - 12/02/25 to 11/02/26. (Option)** |   |   |   |   |   | REDACTED  |
| 3. |  |  | **Delivery of services and facilities IAW Exercise Lions Challenge ‘SOR’ - FY 26/27 - 12/02/26 to 11/02/27. (Option)** |   |   |   |   |   |  REDACTED  |
| 4. |  |  | **Delivery of services and facilities IAW Exercise Lions Challenge ‘SOR’ - FY 27/28 - 12/02/27 to 11/02/28. (Option)** |   |   |   |   |   | REDACTED  |
|   |   |   | **Total Price**  |   |

 **Please note:** Each Financial Year (FY) specified above has an applied duration from ‘12/02’ to ‘11/02’ for each respective Contract year after the initial year (four-year term).

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| **Item** **Number**  | **Consignee Address (XY code only)**  |
|   |   |

**ANNEX A TO Schedule 2 710135450**

**STATEMENT OF REQUIREMENT (SOR) FOR PROVISION OF SERVICES AND FACILITIES FOR EXERCISE LION’S CHALLENGE 2024-2028**

1. **GENERAL**
	1. Definitions are:

AWSA: The governing body for Alpine skiing within the Army. The term “AWSA” is synonymous with “Exercise LION’S CHALLENGE” and Championship’s Authority Officials for the purposes of this Requirement.

Championships / Event: Exercise LIONS CHALLENGE

Contractor: The relevant authorities of the selected Venue

Venue: Championships location

* 1. **Exercise Background and duration**:

1.2.1 Exercise LION’S CHALLENGE is the British Army Alpine Ski Championships which starts on the third or fourth Tuesday in January each year. The Exercise takes place over 10 days with the officials in resort for approximately 14 days.

* + 1. Exercise LIONS CHALLENGE is a full Alpine Championships encompassing 4 events, Downhill, Slalom, Giant Slalom and Super Giant Slalom. It is therefore crucial to select a resort where the need to satisfy leisure skiers will not take precedence over the Exercise. In the event of poor snow, a reserve location for all the events is also required.
		2. Due to other competitions taking place prior to qualifying for Exercise LION’S CHALLENGE the Authority will not know the exact competitor numbers for accommodation and ski passes until three days before the start of the Exercise. Although accommodation and competitor ski passes are not arranged and paid for through the contract it does form an integral part of the requirement.
	1. **Key User Requirements (KURs)**: This SOR has the following KURs:
		1. All competitions deliver a challenging yet safe course in accordance with National or Federation de Ski (FIS) homologation for all four events Downhill, Super Giant slalom, Giant Slalom and Slalom.
		2. The resort should not be more than 2 hours from an international airport and a maximum distance of 1200km from Calais, France with good transport links. The international airport should be no further than 2 hours flight time from London.
		3. If weather conditions such as poor visibility, high winds or lack of snow prevent an event from taking place a reserve location is to be provided by the Contractor in time to deliver the event; which must be within 45 minutes driving time from the primary resort. This decision is the responsibility of the Authority although local knowledge will be sought from the Contractor.
		4. The availability of sufficient and affordable accommodation within reasonable travel time (max 20 mins) of the Championships. Accommodation is to be arranged and paid for outside the contract.
		5. A race office to enable appropriate co-ordination for the Championship events in accordance with Appendix 2 to this SOR.
		6. The Contractor is to provide Lift passes for all Authority Officials within the Contract price. The Contractor is also to negotiate discounted lift passes at the best obtainable rate for all competitors which are to be purchased outside of the contract.
		7. The Contractor must be able to speak and write English fluently and demonstrate a history of delivering FIS level Alpine competitions.
	2. **Capacity of event**. There will be a up to 120 competitors and 15 officials taking part in the Ex each year. Over and above that there will be up to 100 VIPs and Sponsors attending with a further 10 military officers focused on hosting them.

1.5 **Stakeholders**

* + 1. The Contractor – the organisation selected to deliver the Championships.
		2. The Sponsor – the Army Winter Sports Association (AWSA).
		3. The Users – Ex Lions ‘Challenge ski competitors (teams and/or individuals) and Authority officials.
		4. The Project Manager – Exercise/Championship Director.
		5. Authority Officials – selected Regular/Reserve Army personnel in support of the competition.
1. **RESPONSIBILITY OF THE CONTRACTOR**
	1. **Venue.** The Venue must be capable of delivering a challenging yet safe series of events. If weather conditions such as poor visibility, high winds or lack of snow prevent an event from taking place a reserve location is to be provided by the Contractor in time to deliver the event; which must be within 45 minutes driving time from the primary resort. The Race Jury is the authority for this decision.
		1. **Race Piste.** The contractor is to provide a closed race piste that has a valid National or Federation de Ski (FIS) homologation for all four events (Downhill, Super Giant slalom, Giant Slalom and Slalom). Detailed requirements are at Appendix 1 and 3 to this SOR (which includes the provisional race programme).
		2. It is important that during the Event non-participatory leisure skiers do not take precedence over the requirement for training and racing.
		3. The Venue should be located no more than 2 hours from an international airport and ideally no more than 1200km from Calais, France.

2.2 **Championships / event dates**

2.2.1 The championship dates are 23 – 30 January – 2025 with Authority Officials arriving from 18 January 2025 . Competitors will register on Tue 21 January and depart resort on 30 January 2025. Dates for options years may vary +/- 3 days if taken up. The Project Manager will liaise with the contractor to confirm the subsequent dates before each option year is taken up. The dates will then be added to the Provisional race Programme at Appendix 3 to this SOR.

2.2.2 **Reconnaissance.** The Contractor is to provide the opportunity for two officials to visit the Venue of the championships 3 months prior to the competition taking place to confirm that they are happy with the racing, safety and administrative setup. The date and time of such visit is to be agreed by the Project Manager.

2.3 **Accommodation.** The Contractor is to ensure the availability of sufficient and affordable accommodation. The requirements for what the Authority deems sufficient accommodation is detailed below for Authority Officials, Users and Visitors. All accommodation is to be booked and paid for outside of the contract:

* + 1. **Authority Official’s Accommodation.** Sufficient accommodation for up to 15 officials (minimum of 8 rooms) on a Half Board basis with suitable parking for up to three large 4x4 type vehicles and one minibus. Accommodation is to be within walking distance (500m) of the Race Office with bed linen and towels provided.
		2. **Users’ Accommodation.** Sufficient accommodation and storage for up to 125 persons and their ski equipment (divided into teams of 4-6 individuals) in self-catering apartments. Beds should be for single occupancy only with bed linen and towels provided. Letting is required to be from the Tuesday of the first week to Friday of the second week (2 nights prior to the first race and one night after the last race)

2.3.2.1 Teams require accommodation for a minimum of 4 persons (some will have extra and a coach), with enough space to store 4 pairs of skis per person. Due to the nature of the competition there is a requirement to store a large amount of personal training kit. To facilitate this, if the accommodation provided is particularly small then a minimum of 5 bed spaces will be required to be allocated to ensure sufficient room is available.

* + - 1. The use of waxing is to be permitted within the accommodation block, either by use of a garage, basement, balcony, shed or similar. If no waxing facilities are available at the accommodation, the Contractor is to provide appropriate waxing facilities within easy reach of the centre of mass of the competitors’ accommodation.
			2. Suitable parking needs to be provided on location or within the near vicinity to cater for at least one minibus (with a minimum height of 2.2m) or similar, per team.
		1. **Visitors Accommodation.** Sufficient hotel accommodation for up to 100 VIPs and sponsors and 10 hosts on a half board basis in the same resort as the competitors (but not in the same building as the competitors or officials).

2.4 **Arrival briefing and prize giving requirements**

2.4.1 **Arrival Reception.** The contractor is to provide a suitable location to conduct the reception of teams as they arrive. This should be close to the Race Office, have at least two 6ft tables with chairs and power points for two computers and printers.

* + 1. **Team Captains’ Meeting**. Team Captains’ meetings in resort will be held from 1700hrs-1730hrs each evening during racing, starting on the Wednesday. The Contractor is to arrange for a location to be available, with seating for approximately 30 persons, for exclusive use from 1630hrs – 1800hrs hours each competition day.
		2. **Prize Giving.** The Contractor is to arrange for 6 x ‘on-the-hill’ prizegiving ceremonies at the conclusion of the individual and team GS, SL, DH and Super G events. A 3-tier podium, PA system and table are to be available in the finish area after course closure. A hall or theatre (large enough to hold up to 300 people seated) is to be available for the sole use of the Exercise the day prior to the prize giving and the day of the prize giving itself (second Thursday of the championships). The use of a Public Address system is required along with a music facility and Power Point projector. Cleaning of the Hall the next day is the responsibility of the Contractor.
	1. **Race Office Requirements.** Details of the requirement for the Race Office are at Appendix 2 to this SOR.
	2. **Course Requirements**. Details of the requirement for the Courses and associated manpower, safety and equipment support are at Appendix 1 to this SOR.
	3. **Ski Passes**. It is expected that all Officials will have a lift pass provided for them as part of the contract. The responsibility for the purchase of lift passes for competitors and VIPs/Sponsors falls outside the remit of this contract, however in order to convince the committee that a resort is viable, a substantial reduction off the listed, public price (normally 30% or more), for a 10 day lift pass would be expected.

2.8 **Ski Waxing Facilities.** The Contractor is to provide appropriate waxing facilities for at least 4 hours per day, within easy reach of the centre of mass of the competitors’ accommodation or within each team’s accommodation.

**3.0 RESPONSIBILITY OF THE AUTHORITY/ AWSA**

3.1The AWSA/Alpine Committee will provide the following (see also Appendix 1 to this SOR).

a. Championship Director

b. Championship Manager (Race Secretary).

c. Chief of Race

d. Technical Delegate

e. Judges and Safety officials

f. Radios

g. Trophies

h. Bibs

i. Host Official Visitors

3.2 **Insurance**. All competitors and officials will have personal insurance cover to provide themselves with financial protection in the case of accident, illness or death. Such cover will be arranged and paid for by officials and teams and will also provide third party liability protection in case any athlete causes injury to any other person while free skiing or racing within the terms of their insurance policy. The Contractor shall for the term of the contract maintain all necessary statutory insurance which is to include Public Liability Insurance of not less than £5M per incident and unlimited in the number of occurrences for the conduct of ski racing in order to fulfil his requirements under the contract.

**4.0 CHAMPIONSHIPS CANCELLATION**

4.1 If weather conditions such as poor visibility, high winds or lack of snow prevent an event from taking place a reserve location is to be provided by the Contractor in time to deliver the event; which must be within 45 minutes driving time from the primary resort. The Race Jury is the authority for this decision. The Alpine Committee reserves the right to cancel some or all events if they deem it unsafe to race due to lack of snow.

**LIST OF APPENDICES**

1. Alpine Competition Requirements

2. Race Office Requirements

3. Provisional Race Programme

**APPENDIX 1 TO**

**ANNEX A**

**EX LION’S CHALLENGE – ALPINE REQUIREMENTS**

1. **Courses**.

 a. The ski course requirements are as follows:

|  |  |
| --- | --- |
| Event | Vertical Drop (VD)  |
| (a) | (b) |
| Individual/Team GS | 250 - 400m |
| DH | 500 - 800m |
| Super G | 400 – 600m |
| Individual/Team Slalom | 120 - 220m |

b. Adjustments may be made to the minimum/maximum VD in accordance with changes to the rules that are governed by the ski racing authorities; the Contractor must remain flexible in this respect. In the event of inclement conditions the Race Committee may need to adjust the VD to suit the conditions.

c. Competition slopes must have valid National or Federation Internationale de Ski (FIS) homologation for the relevant discipline. Either male or female homologation is acceptable. Slopes should ideally be current or former World Cup standard slopes. All safety measures required by homologation are to be in place for the race and also for DH training. The homologation report shall be available to the Race Officials in the resort, at the start of the championships.

2. **Lifts**. Access by lift to all courses is required. Lifts opening hours and turn-round times should allow competitors two inspections of the course plus sufficient time to prepare to race after the Race Jury has inspected the course. The Race Jury will agree detailed timings after their reconnaissance. In addition, the race committee may require access to the race piste prior to normal lift opening hours to oversee course setting, and competitors for course inspections.

3. **Course Preparation/Setting**. The Contractor is to provide all equipment and Resort manpower necessary for the conduct of the programme of racing, including qualified course setters and safety cover. Racing pistes are to be closed to all except British Army racers and officials. A checklist of equipment required is at para 7. All equipment provided is to meet the relevant FIS regulations. For the setting up of the speed events, competitors will be available to provide additional manpower for limited periods.

4. **Timekeeping/Results**. The Contractor is to meet the following requirements for timekeeping and results:

a. Provide timekeepers and homologated equipment including back up.

b. Produce a printed record of individual results for each race showing first run, second run and total times.

5. **Race Control**. The Race Committees will be provided by the Army. All medical cover (including evacuation from the race piste) to be provided by the contractor. The ability to return stopped (yellow flagged) racers to the start during speed events must be provided. Access to a minor injuries clinic is to be available for users requiring low level medication.

6. **Gate Judges**. Gate Judges will be provided by the contractor. All gate judges must be aware of the British Army Alpine Rules, with regards to missed gates, stepping up and disqualification.

7. President’s Guest Event. In addition to the Alpine races, the contractor is to provide a parallel slalom ‘fun event’ set up for the sponsors, VIPs and guests at the conclusion of racing on one of the days. The exact day will be predicated by the number of sponsors and VIPs available and will be confirmed with the contractor a month before.

8. **EX LION’S CHALLENGE – CHECKLIST OF EQUIPMENT FOR EACH ALPINE VENUE**

**Resort Equipment to be made available (normally through the Ski Schools).**

 a. Snow Guns

 b. Snow Compactors

 c. Gate Poles

 d. Flex Poles

 e. Gate Flags 75cm x 50cm

f. Dye - Contractor to provide qualified individual to place dye.

 g. Clocks

 h. Ice Drills

 i. Picks

 j. Shovels

 k. Rakes

 l. Safety Barriers

 m. Finish Barriers

 n. Safety Matting

 o. Start Hut/Tent

 p. Finish Hut

 q. Timing Equipment (incl manual hand timing)

 r. Electronic Relay (if available)

 s. Scoreboard

 y. Start Clock/Beeper

 u. Loudspeaker/PA system

 v. Safety netting (A and B)

 w. Podium

 x. Yellow Flags x 4

**Equipment to be provided for the Race Committee (normally through the Ski School).**

 a. Altimeter x 1

 b. Air Thermostat x 2

**Equipment provided by the Army**

 a. Race Bibs x 150 + 8 Forerunner bibs

 b. Radios x 12, base station and charger

 c. Laser Range Finder

**APPENDIX 2 TO**

**ANNEX A**

**EX LION’S CHALLENGE – RACE OFFICE REQUIREMENTS**

1. The Race Office must be secure, within easy reach of the Race Officials’ accommodation and with easy (1 min walk) access to the slopes. The race office is required for 12 occupants but must have the capacity to accommodate up to 15 race officials. If necessary, two adjoining rooms of smaller size may be used as long as the total overall surface is at least 48 square metres in size. The office should have adequate storage for officials’ skis and sufficient storage for kit (Prizes, clothing, etc). The office must provide a working environment that meets the relevant Health & Safety regulations and be equipped with the following:

a. Hi Speed internet with WiFi connection or the future equivalent.

b. 1 x office standard photocopier with a sorting and stapling capability.

c. Minimum of 7 tables at least 6ft long and 15 chairs.

d. 2 x keys to the door.

e. Minimum of 8 power points.

2. Lavatory and washing-up facilities adjacent to the office must be available.

3. All the requirements noted above must be in location ready for use when the Authority’s officials arrive in resort.

**APPENDIX 3 TO**

**ANNEX A**

**EX LION’S CHALLENGE – PROVISIONAL RACE PROGRAMME**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ser** | **Date\*** | **Time** | **Event** | **Remarks** |
| **(a)** | **(b)** | **(c)** | **(d)** | **(e)** |
|  | Saturday 18 Jan 2025 | 1600h | Race Secretary Arrives |  |
|  | Monday 20/Tuesday 21 Jan 2025 |  | Majority of Officials Arrive |  |
|  | Tuesday21 Jan 2025 | 1100 -1800h | Teams & Remaining Officials ArriveRegistration for teams | Race Office |
|  | Wednesday 22 Jan 2025 | All day | Team training and admin | Ski Area/accommodation |
|  | 1630h | Competitors Briefing | Outside |
|  | 1700h | 1st Team Captains’ Meeting | Meeting Room (same time each day until 1 Feb 2024)  |
|  | Thursday23 Jan 2025 | TBC | Individual Giant Slalom | Sponsored by TBC |
|  | Friday24Jan 2025 | TBC | Team Giant Slalom | Sponsored by TBC |
|  | Saturday25 Jan 2025 | TBC | Individual Slalom | Sponsored by TBC |
|  | Sunday26 Jan 2025 | TBC | Team Slalom | Sponsored by TBC |
| TBC | President’s Guest Event – Parallel Slalom. |  |
|  | Monday27 Jan 2025 | TBC | Downhill Training 1(2 runs per competitor, no timing) |  |
|  | Tuesday28 Jan 2025 | TBC | Downhill Training 2  (2 timed runs per competitor) |  |
|  | Wednesday29 Jan 2025 | TBC | Downhill (Individual and Team combined)  | Sponsored by TBC  |
|  | Thursday30 Jan 2025 | AM | Super GOption for 2 timed runs | Sponsored by TBC |
|  | 1830h | Prize giving | Prize giving Venue |
|  | Friday 31 Jan 2025 | 1000-1600 | Teams and the majority of officials depart. Race office closed.  |  |
| 17. | Saturday Feb 2025 | 0800h | Remainder of Officials depart.  |  |

\* Note: dates shown for 2025 are for illustration purposes and may not match exact dates of competition. Dates for options years may vary +/- 3 days if taken up.

**Annex B to Schedule 2 – Pricing Schedule**

**Reference No. 710135450 - Provision of Services and Facilities for Exercise LIONS CHALLENGE Events 2024 – 2028,**

**PRICING SCHEDULE 2024 to 2028 (Four Year Term)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.**  | **Description**  | **Year 1 - FY 24/25**  12/02/24 to 11/02/25.  | **Year 2 - FY 25/26**  12/02/25 to 11/02/26.  | **Year 3 - FY 26/27**  12/02/26 to 11/02/27.  | **Year 4 - FY 27/28**  12/02/27 to 11/02/28.  |
| **1.**  | Delivery of services and facilities IAW Exercise Lions Challenge, document ‘**20220509-Cnt\_710135450-SOR\_Ex\_LIONS\_CHALLENGE\_2024-2027\_SecAlpine-OSC***’* refers.  | Please insert pricing below.  |
| Total Firm Price: Year 1.  |  REDACTED  |
| Total Firm Price: Year 2. (Option) | REDACTED  |
| Total Firm Price: Year 3. (Option) |  REDACTED  |
| Total Firm Price:Year 4. (Option) | REDACTED  |
| **TOTAL COMBINED FIRM PRICING (YEAR 1 to YEAR 4) - (Ex. VAT).**  | **REDACTED**  |

**Schedule 3 – Contract Data Sheet**

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

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

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

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

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

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

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

|  |  |
| --- | --- |
| **Schedule 3**  | DEFFORM 111  |
| **Annex A**  | (Edn 10/22) Appendix - Addresses and Other Information  |
|   | **1. Commercial Officer**  Name: Tom Shields  Address: Procure Home Command, Army Headquarters, Blenheim Bldg, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ Mobile: Email: tom.shields102@mod.gov.uk  |   | **8. Public Accounting Authority**  1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly  Gate, Store Street, Manchester, M1 2WD  44 (0) 161 233 5397  2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  44 (0) 161 233 5394  |   |
|   |  |
|   | **2. Project Manager, Equipment Support Manager or PT Leader**  (from whom technical information is available) Name: Lt Col MJ Haslett AGC(SPS)  Address Headquarters Field Army, IDL 435, Level 2, Zone 7, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ Email: matt.haslett592@mod.gov.uk   |   | **9. Consignment Instructions**  The items are to be consigned as follows:   |   |
|   |  |
|   |  **3. Packaging Design Authority** Organisation & point of contact:   (Where no address is shown please contact the Project Team in Box 2)  |   | **10. Transport.** The appropriate Ministry of Defence Transport Offices are: **A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight Centre IMPORTS  030 679 81113 / 81114 Fax 0117 913 8943 EXPORTS  030 679 81113 / 81114 Fax 0117 913 8943 Surface Freight Centre IMPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS  030 679 81129 / 81133 / 81138 Fax 0117 913 8946 **B.** **JSCS**  JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837 Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.  |   |
|   |  |   |
|   | **4. (a) Supply / Support Management Branch or Order Manager: Branch/Name:** **Tel No:**  **(b) U.I.N.**   |   |   |
|   |  |
|   | **5. Drawings/Specifications are available from**     |   | **11. The Invoice Paying Authority**   Ministry of Defence  0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL **Website is:** [https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement](https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement)  |   |
|   |  |
|   | **6. INTENTIONALLY BLANK**  |   | **12. Forms and Documentation are available through \*:** Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824) **Applications via fax or email:** LeidosFormsPublications@teamleidos.mod.uk |   |
|   |  |
|   |  **1. Quality Assurance Representative:**  Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.  **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visi[t http://dstan.gateway.isg-r.r.mil.uk/index.html [](http://dstan.gateway.isg-r.r.mil.uk/index.html)intranet] or <https://www.dstan.mod.uk/>[extranet, registration needed].  |   | **\*NOTE** 1.Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: [https://www.kid.mod.uk/maincontent/business/commercial/index.ht m](https://www.kid.mod.uk/maincontent/business/commercial/index.htm) 2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1. |   |
|   |  |

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 710135450**

**Authority Changes**

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

**Notice of Change**

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

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

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

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

**Contractor Change Proposal**

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

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

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

**Contractor Change Proposal – Process and Implementation**

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

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

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

**Contractor Changes**

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

**Schedule 5 - Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No: 710135450**



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

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

Contract No: 710135450

Contract Title:

Contractor:

Date of Contract:

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

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

Contractor’s Signature:

Name:

Job Title:

Date:

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

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

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 710135450**

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

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

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 29) for Contract No: 710135450**

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 710135450**

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

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

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

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 710135450 PART A – Notification of IPR Restrictions**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT / Contract Number  |   |  |  |
| 2. ID #  | 3. Unique Technical Data Reference Number / Label  | 4. Unique Article(s)\* Identification Number / Label  | 5. Statement Describing IPR Restriction  | 6. Ownership of the Intellectual Property Rights  |
| 1  |   |   |   |   |
| 2  |   |   |   |   |
| 3  |   |   |   |   |
| 4  |   |   |   |   |
| 5  |   |   |   |   |
| 6  |   |   |   |   |
| 7  |   |   |   |   |
| 8  |   |   |   |   |
| 9  |   |   |   |   |
| 10  |   |   |   |   |

Please continue on additional sheets where necessary.

∗Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

**PART B – System / Product Breakdown Structure (PBS)**

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

(Please see the [DEFFORM 711 Completion Notes](https://www.kid.mod.uk/maincontent/business/commercial/downloads/defforms/expl_not/711_expln.pdf) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)