



**MOD Terms and Conditions for Less
Complex Requirements**

DSTL0000010245

All Vehicle Screening Research

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable 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;

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;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

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

Sensitive Information means the information listed as such in Schedule 4, being 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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this 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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Notwithstanding an other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public. . b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable. c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public

interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:

- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
- (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
- (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 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 the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately 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.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim. c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract. c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous 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 Clause 9. 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 the Contract:
 - (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).
- 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 the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
 - (1) confirmation as to 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 9.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 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, 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.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract 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. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority 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 this Contract.
- f. 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 other Government Department.

15 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 15.a the dispute shall be referred to arbitration and 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 it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for 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:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (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;
 - (2) commits or has committed any prohibited act or any 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 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 terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. 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.
- c. Where the Contract has been terminated under Clause 16.a. 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.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds). b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or underperform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1) - Edn 09/21 – Disclosure of Information
DEFCON 76 (SC1) - Edn 06/21 – Contractor's Personnel at Government Establishments
DEFCON 514A- Edn 3/16 – Failure of Performance under Research and Development Contracts
DEFCON 534 – Edn 6/21 – Sub-Contracts and Prompt Payment
DEFCON 538 – Edn 6/02 – Severability
DEFCON 608 – Edn 7/21 – Access and Facilities to be provided by the Contractor
DEFCON 609 (SC1) – Edn 8/18 – Contractor's Records
DEFCON 611 (SC1) – Edn 12/16 – Issued Property
Redacted under FOIA Section 26 – Defence
DEFCON 660 – Edn 12/12 – Official Sensitive Security Requirements
DEFCON 705 – Edn 6/21 – Intellectual Property Rights – Research and Development

20 The special conditions that apply to this Contract are:

Options

In addition to the requirement under Item 1 of the Schedule of Requirements at Schedule 2 hereto the Contractor hereby grants the Authority the following irrevocable options for potential follow on work at the Firm Prices agreed or to be agreed, the Authority has no obligation to exercise such options:

OPTION 1 – Provision of up to an additional 6 dogs in accordance with Item 2 of the Schedule of Requirement at Schedule 2 hereto at the Firm Price per dog stated therein;

OPTION 2 - Test dogs in vehicle screening scenarios in which direct access to concealed target materials is limited, (e.g. in a closed HGV trailer) in accordance with Item 3 of the Schedule of Requirements at Schedule 2 hereto at a price to be agreed utilising the Schedule of Charging Rates detailed in Appendix 1 to Schedule 6

The Authority shall have the right to exercise any of the options detailed above any time before the Contract would have otherwise been completed.

Should the Authority wish to exercise **Option 1** Dstl Commercial Services and the Contractor will agree the number of additional dogs to be provided and the effective date for such provision. The Contract will be amended to reflect the provision of the additional dogs.

Should the Authority wish to exercise **Option 2** Dstl Commercial Services will provide the Contractor with full details of the work to be undertaken and seek the provision of a Technical Proposal along with a Firm Price which shall be calculated utilising the Schedule of Charging Rates at Appendix 1 to Schedule 6. Following agreement of the Proposal and the Firm Price Dstl Commercial Services will issue a formal amendment to the Contract to reflect the agreement reached.

No work should be undertaken on any of the Optional requirements without the issue of such amendment. Any work undertaken without such amendment being issued will be entirely at the Contractor's own risk.

The Authority shall not have any obligation to exercise any or all of the Options above.

1. Procurement with suppliers from Russia and Belarus

53.1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

- a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
- a. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity.

Please note that this does not include companies:

- (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
- (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

53.2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance

to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

53.3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

53.4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

2. Plastic Packaging Tax

54.1 The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

54.2 The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract. SC2 (Edn 09/22)

54.3 On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

54.4 The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

54.5 In accordance with Condition 17 the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

54.6 Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

(1) confirmation of the tax status of any Plastic Packaging Component;

(2) documents to confirm that PPT has been properly accounted for;

(3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

54.7 The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 47.6 above is accurate.

54.8 In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

54.9 The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation

Milestone Payments

Redacted under FOIA Section 43 – Commercial Interest

21 The processes that apply to this Contract are: None applicable

CONTRACT DSTL0000010245 FOR THE Provision OF ALL VEHICLE SCREENING DETECTION DOGS

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor

Name and Title	
Signature	
Date	

For and on behalf of the Secretary of State for Defence

Name and Title	FOIA Section 40 – Personal information
Signature	FOIA Section 40 – Personal information
Date	1 st December 2022

Schedule 2 – Schedule of Requirements for Contract No: DSTL0000010245

Deliverables				
Item Number	Requirements	Firm Price (£) Ex VAT		
1	Train and deliver a group of dogs that are able to successfully screen passenger and goods vehicles (i.e. cars, vans, coaches and HGVs for a range of explosives and non-explosives targets and undertake the requirements detailed in Schedule 6 (Statement of Requirements)	Redacted under FOIA Section 43 – Commercial Interest		
2	Provision of upto an additional 6 Dogs if requested in accordance with SC1B Condition 20 (Options)	Redacted under FOIA Section 43 – Commercial Interest		
3	Test dogs in vehicle screening scenarios in which direct access to concealed target materials is limited, (e.g. in a closed HGV trailer) if requested in accordance with SC1B Condition 20 (Options)	To be priced when requested using the Schedule of Charging Rates at Appendix 1 to Schedule 6 (SOR)		
		<table><tr><td>Total Firm Price</td><td>£119,313</td></tr></table>	Total Firm Price	£119,313
Total Firm Price	£119,313			

Item Number	Consignee Address (XY code only)
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1-3	To be advised
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Schedule 3 - Contract Data Sheet for Contract No: DSTL0000010245

Contract Period	<p>Effective date of Contract: Contract Award</p> <p>The Contract expiry date shall be: Contract Award plus 7 Months (to be confirmed subject to tender submission)</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: sstewart3@dstl.gov.uk</p> <p>Contractor: To be advised</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<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 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>Other Quality Assurance Requirements:</p> <p>None</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (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) DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</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)</p> <p>Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DESTECH-QSEPEnv-HSISMulti (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>None</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>None specified</p>

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: In accprdanve with the SOR at Schedule 6</p> <p>Frequency:</p> <p>Location:</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: In accordance with the SOR at Schedule 6</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5) for Contract No: DSTL0000010245

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: DSTL0000010245
Description of Contractor's Sensitive Information: N/A
Cross Reference(s) to location of Sensitive Information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: N/A Position: N/A Address: N/A Telephone Number: N/A Email Address: N/A

Schedule 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. DSTL0000010245 PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>		DSTL0000010245		
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s) Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1	N/A	N/A	N/A	N/A
2				
3				
4				
5				
6				
7				

8				
9				
10				

Please continue on additional sheets where necessary.

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 for guidance on completing Scheulde 5)

Schedule 6 – Statement of Requirements for Contract Number DSTL0000010245

Title
Training detection dogs to screen Heavy Goods Vehicles (HGVs) for target odours
Summary
<p>The purpose of this Contract is to work with a search dog Contractor to:</p> <ul style="list-style-type: none">• Ensure there are at least 10 dogs capable of detecting a range of 12 target materials around the exterior of vehicle types (including cars, large vans, coaches and HGVs) <p>The Contractor shall provide a group of at least ten dogs and train them to detect up to 12 explosive and non-explosive materials, provided by the Authority. The Contractor shall also source and utilise additional relevant materials in their training to allow the dogs to generalise across a range of similar samples of the required target materials.</p> <p>The dogs shall be trained to detect all target odours in both a stand-based test set-up and when concealed in various positions on exterior and interior of vehicles. Screening the interior of the trailer is out of scope for this Contract. The dogs shall be trained to discriminate the target odours from non-target odours that are concealed in a similar manner.</p> <p>A full brief on the requirements of the project will be given to the Contractor at a start-up meeting and the Authority will work with the Contractor to optimise the screening method used, where required, throughout the Contract. There will be a total of two test phases to be completed by the Contractor in accordance with the test schedule below.</p> <ol style="list-style-type: none">1. Phase 1 - a stand-based assessment of the ability of the dogs to detect and indicate the target materials and discriminate them from a range of non-target odours;

2. Phase 2 - a series of vehicle screening tests in a non-operational environment to assess the ability of the dogs to detect and indicate the target materials when concealed in various positions on the exterior and interior of the vehicles. The dogs shall also be assessed on their ability to discriminate concealed target materials from non-target materials concealed in a similar manner. Ideally the contractor will be able to facilitate access to a relevant location for this test.

The Contractor shall provide access to a suitable location for this test.

All phases of testing shall be completed by the same ten dogs. The results will be used to develop certification and quality assurance testing protocols for detection dogs that are undertaking HGV screening in transport environments.

The Contractor shall undertake all associated training under the Contract within the United Kingdom (UK).

Background

Dogs are routinely deployed at vehicle checkpoints to screen various vehicle types (e.g. small passenger cars, HGVs etc.) for threat materials and to intercept the movement of illicit materials to/from the UK. This Contract seeks to strengthen the outcomes of previous work by providing additional evidence to support the efficacy of using detection dogs for screening a broad range of vehicle types for explosives and non-explosive targets. The outputs of this Contract will be used to develop certification and quality assurance testing protocols for detection dogs that are undertaking vehicle screening in transport environments.

Requirement

This work will provide a rigorous and scientific assessment of the ability of detection dogs to effectively screen vehicles for the presence of threat materials in an operational environment.

The aims are to:

1. Train and deliver a group of dogs that are able to successfully screen passenger and goods vehicles (i.e. cars, vans, coaches and HGVs for a range of explosives and non-explosives targets;
2. Assess the ability of this group of dogs to detect a range of explosives and non-explosives targets in:
 - a. Phase 1: a stand-based assessment of the ability of the dogs to detect and indicate the target materials and discriminate them from a range of non-target odours; and
 - b. Phase 2: a series of vehicle screening tests in a non-operational environment to assess the ability of the dogs to detect and indicate the target materials when concealed in various positions on the exterior and interior of the vehicles, parts of which may be warm, depending on whether they have been driven recently. The dogs will also be assessed on their ability to discriminate concealed target materials from non-target materials concealed in a similar manner. The Contractor shall facilitate access to a relevant location for this test.

The outputs of this Contract will be used to develop certification and quality assurance testing protocols for detection dogs that are undertaking vehicle screening in transport environments.

Specific Requirements are:

1. The Contractor shall work with the Authority to refine and test a procedure to allow dogs to effectively screen for the target materials concealed on the exterior and interior of vehicles (small

passenger vehicles, Luton vans, coaches and HGVs). Screening the interior of closed HGV trailers is out of scope for this Contract but may be included as follow on work if any Option to extend is exercised;

2. A group of at least ten dogs must be trained and available for testing in Aim 2 above. The Contractor should consider training more than ten dogs to ensure a minimum of ten trained dogs of the required standard are available for each phase of testing.

3. Following Contract Award, the Authority will disclose to the Contractor the identity of the 12 materials they will train and be tested on. These materials will be provided to the Contractor by the Authority for the purposes of training for this requirement. These materials will be a mixture of 1.1D explosives and non-explosive materials classified as either 4.1 flammable solids, 5.1 oxidisers or nonhazardous. The Contractor shall also source and utilise additional relevant materials in their training to allow the dogs to generalise across a range of novel samples of the required target materials. The Authority shall also provide a non-explosive training material to the Contractor, which will allow the Contractor greater freedom to train in operational environments.

4. Regular training on all vehicle types is essential for this Contract; therefore the Contractor shall ensure that it has access to such vehicles.

5. The dogs shall be trained to detect the specified target materials at a minimum 80% detection rate and a maximum 10% false alarm rate on non-target materials, under blind test conditions (i.e. the handler doesn't know the presence or location of any target materials). Once the dogs are trained to this standard they will undergo two phases of testing. A list of suitable non-target odours to include in training will be provided to the Contractor by the Authority upon request. Once the dogs have learned the target odours, the Contractors shall utilise double blind training/testing (where no one in the room knows the presence or location of any target materials) on a regular basis. It is desirable that a separate training assistant (who does not require dog training expertise) is available for a significant amount of training (at least 50% of training sessions) to set-up training runs, and facilitate blind testing. Dogs shall only be trained using positive reinforcement training techniques.

6. Each dog shall be assigned an experienced detection dog handler that is able to handle the dog for the length of the Contract. A handler may handle more than one dog. The Contractor shall provide appropriate local storage for the training materials that will be supplied by the Authority for the length of the Contract.

7. The Contractor shall follow the experimental plan provided by the Authority. This will specify the odours to be trained on and any concealments in which they must be detected by the dogs. The Authority will go through the draft experimental plan with the Contractor at a start-up meeting following Contract Award. The Authority will hold fortnightly virtual progress meetings with the Contractor and attend monthly site visits at the Contractor's facility to view training and provide assistance as required (subject to travel restrictions).

8. The Contractor shall submit weekly training records to the Authority to allow progress to be monitored. A template for the training records will be provided by the Authority. The Authority may also request training videos from the Contractor on an ad hoc basis to demonstrate the progress of the dogs. Any video requests will be made one week in advance.

9. All stages of testing shall be carried out in the UK. Access to all testing locations shall be facilitated by the Contractor who shall have access to these locations for training. However, if testing cannot be

facilitated at the Contractors training locations the Authority will assist in finding an alternative, suitable location.

10. Before each stage of testing, the Authority will conduct a pre-assessment test to ensure the dogs are meeting the required standard of detection (minimum 80% detection rate on target materials and maximum 10% false alarm rate on non-target materials). Based on the results, a decision will be made about whether the dogs are ready to undertake the next test phase. The Authority has the right to terminate the contract if the detection criteria stated above has not been met.

11. The Contractor shall house and care for dogs in accordance with the requirements laid out in the 'housing and care of dogs' section of this requirement.

12. All dogs presented for testing shall be friendly, fit and healthy to work, unobtrusive in their search pattern, and able to work confidently in a busy operational environment. Dogs shall be able to work on and off lead.

13. Female dogs shall be neutered.

14. Compliance with the lists of the facilities and health and safety requirements of this Contract can be found in the Safety, Environmental, Social, Ethical, Regulatory or Legislative aspects of the requirement

Testing schedule (T0 = contract award)

All testing shall be completed by the end of 8 months.

- T0 + 5 months - Phase 1: Stand-based assessment of the ability of the dogs to detect and indicate the target materials and discriminate them from a range of non-target odours.
- T0 + 7 months - Phase 2: Vehicle screening test in a non-operational environment to assess the ability of the dogs to detect and indicate the target materials when concealed in various positions on the exterior and interior of vehicles including cars, vans, coaches and HGVs. The dogs will also be assessed on their ability to discriminate concealed target materials from non-target materials concealed in a similar manner.

Deliverables & Intellectual Property Rights (IPR)

Ref.	Title	Due by	Format	Expected classification	What information is required in the deliverable	IPR DEFCON/Condition
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D1	Progress meetings	Start-up meeting: T0 +3 weeks Progress meetings: Fortnightly from T0	Virtual meeting	Redacted under FOIA Section 26 – Defence	Verbal progress update Risks/issues Next steps Option to view dogs in training via video	<i>DEFCON 705 Full Rights Version shall apply</i>
D2	Site visits to Contractor	Monthly from T0 +2 weeks	Face to face meeting (as restrictions allow)	Redacted under FOIA Section 26 – Defence	Verbal progress update Risks/issues Next steps View dogs in training and miniassessment of Progress by the Authority	<i>DEFCON 705 Full Rights Version shall apply</i>

D3	Training records	Weekly from T0 +2 weeks	Training records as word/PDF documents.	Redacted under FOIA Section 26 – Defence	Template to be provided by the Authority	<i>DEFCON 705 Full Rights Version shall apply</i>
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Redacted under FOIA Section 26 – Defence

Security	
Highest Security Classification	
Of the Work	Redacted under FOIA Section 26 – Defence
Of the Deliverables/Outputs	Redacted under FOIA Section 26 – Defence

Government Furnished Assets					
GFA No.	Unique Identifier	Description:	Available Date	Issued by	Return Date or Disposal Date (T0+)

GFA-1	Dog Kit 1	Dog training kit containing 8/12 target materials and user guidance	Following Contract Award	Dstl	End of Contract
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Appendix 1 to Schedule 6

Schedule of Charging Rates – Applicable to Option 2 and any other proposed amendments to the Contract where a prior agreed price does not exist

1.	Dog Trainer	Redacted under FOIA Section 43 – Commercial Interest
2.	Training Assistant	Redacted under FOIA Section 43 – Commercial Interest

Estimated it will take between 2-4 weeks (10-20 working days) to prepare the dogs for this type of concealment.

Appendix - Addresses and Other Information

1. Commercial Officer

FOIA Section 40 – Personal information

8. Public Accounting Authority

FOIA Section 40 – Personal information

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

FOIA Section 40 – Personal information

9. Consignment Instructions

FOIA Section 40 – Personal information

3. Packaging Design Authority

FOIA Section 40 – Personal information

10. Transport. The appropriate Ministry of Defence Transport Offices are:

FOIA Section 40 – Personal information

**4. (a) Supply / Support Management Branch or Order Manager:
Branch/Name:**

FOIA Section 40 – Personal information

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

FOIA Section 40 – Personal information

6. Intentionally Blank

12. Forms and Documentation are available through *:

FOIA Section 40 – Personal information

7. Quality Assurance Representative:

FOIA Section 40 – Personal information

FOIA Section 40 – Personal information