

OFFICIAL-SENSITIVE COMMERCIAL



Defence Nuclear Organisation

DNO/263

DNE STEM Regional Delivery Partners

Standardised Contracting Schedules

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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's Representative(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;

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Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	<p>a body listed in one of the following subcategories 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: a. Government Department;</p> <p>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c. Non-Ministerial Department; or</p> <p>d. Executive Agency;</p>
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;

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Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
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);
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.

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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:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. 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;

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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);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation

OFFICIAL-SENSITIVE COMMERCIAL (ICAO) Technical Instructions for the
Safe
Transport of Dangerous Goods by Air;
f. International Air Transport Association (IATA) Dangerous
Goods Regulations.

DBS Finance

means Defence Business Services Finance, at
the address stated in Schedule 3 (Contract Data
Sheet);

DEFFORM

means the MOD DEFFORM series which can be
found at <https://www.kid.mod.uk>;

DEF STAN

means Defence Standards which can be accessed
at <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;

Delivery Date

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 (D of Q)

means the quantity or measure by which an item
of material is managed;

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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);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none">a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; orb. 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;

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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;
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;

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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 Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services

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Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81041 (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;

MPAS Certificated Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

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

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Overseas	shall mean non UK or foreign;
Packaging	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance 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;

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PPT Legislation	means the legislative provisions set out in Part 2 and Schedule 9-15 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(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as 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;

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Recycled Timber

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure.

Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
- b. post-consumer reclaimed wood and wood fibre, and driftwood;

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)

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;

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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;

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;

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STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

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 Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

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Transparency Information

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.

Schedule 2 - Schedule of

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Item No.	Item Details	Price (£) Ex VAT
		Total Inc. packaging and Delivery**
1	Phase 1: Planning As per the Statement of Requirement (Annex B to the DEFFORM 47).	£
2	Phase 2: Design and Development As per the Statement of Requirement (Annex B to the DEFFORM 47).	£
3	Phase 3: Delivery As per the Statement of Requirement (Annex B to the DEFFORM 47).	£
3.1	Phase 3: Quarterly Reports. In accordance with delivery of four quarterly reports as per para 3.23 in the Statement of Requirement (Annex B).	£
3.2	Phase 3: Operational Working Groups. In accordance with attendance at four Operational Working groups as per para 3.22 in the Statement of Requirement (Annex B).	£

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Item No.	Item Details	Price (£) Ex VAT
3.3	Summative Evaluation Report in accordance with the Statement of Requirement (Annex B).	£

**Total Price Inc. Packaging and
Delivery ****

*as detailed in DEFFORM 96

****and Delivery if specified in Schedule 3 (Contract Data Sheet)**

£

Schedule 3 - Contract Data OFFICIAL-SENSITIVE COMMERCIAL**Sheet**

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 August 2024
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law 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: N/A
Condition 7 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: Joshua Phillips (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: [Redacted-Personal] (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: Joshua Phillips (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: TBC Notices can be sent by electronic mail? Yes

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Quarterly operational working groups as per the Statement of Requirement (Annex B).

Monthly virtual touchpoint meeting with the Project Lead as per the Statement of Requirement (Annex B).

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

Quarterly reports in accordance with the Statement of Requirement (Annex B)

Reports shall be Delivered to the following address:

Veronica Wilkinson (as per DEFFORM 111)

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Supply of Contractor Deliverables
Condition 20 – Quality Assurance: Is a Deliverable Quality Plan required for this Contract? (delete as appropriate) No
Condition 21 – Marking of Contractor Deliverables: Special Marking requirements: N/A
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: a) The Authority's Representative (Commercial) b) Defence Safety Authority – DESTTECH-QSEPEnv-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: 2023/05/25 00:00:00
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: Contract Award

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? No

Applicable to Line Items: N/A

If required, does the Contractor Deliverables require traceability throughout the supply chain?

N/A

Applicable to Line Items: N/A

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

N/A

Special Delivery Instructions:

N/A

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:

N/A

Special Delivery Instructions:

N/A

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with Condition 28.c.(4)):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Consignee details (in accordance with condition 22):

Line Items: N/A Address: N/A

Line Items: N/A Address: N/A

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

N/A

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Pricing and Payment

Condition 35 – Contract Price:

All Line items shall be FIRM Price other than those stated below:

Line Items N/A

Clause 46. N/A refers

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

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

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. 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).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. 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
 - b. 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
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
 - d. 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
 - e. 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 **OFFICIAL-SENSITIVE COMMERCIAL** 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.
6. 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

7. As soon as practicable, and in any event within:

a. (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

b. (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.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
- b. a detailed breakdown of any costs which result from the Change(s);
- c. the programme for implementing the Change(s);
- d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
- e. such other information as the Authority may reasonably require.

9. 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 Implementation

OFFICIAL-SENSITIVE COMMERCIAL Proposal – Process and

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. 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.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's 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
 - b. 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).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. 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 Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. 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).

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Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

Contract No: 707613451

Contract No: 707613451
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

**Schedule 6 - Hazardous
Deliverables, Materials or
under the Contract**

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**Contractor
Substances Supplied**

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

Contract No: 707613451

Contract Title: DNE STEM Regional Delivery Partners

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.
- * 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

OFFICIAL-SENSITIVE COMMERCIAL

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

Schedule 7 -

Timber and

Wood- Derived

Products

Supplied under

the Contract

Data

Requirements

for Contract No:

707613451

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

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Schedule 8 - Acceptance Procedure (i.a.w. condition 29)

Contract No: 707613451

In accordance with the Statement of Requirement (Annex B to the DEFFORM 47).

Schedule 9 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No.
PART A – Notification of IPR Restrictions

<u>1. ITT / Contract Number</u>				
<u>2. ID #</u>	<u>3. Unique Technical Data Reference Number / Label</u>	<u>4. Unique Article(s)* Identification Number / Label</u>	<u>5. Statement Describing IPR Restriction</u>	<u>6. Ownership of the Intellectual Property Rights</u>
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](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)

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Schedule 10 – Key Performance Indicators

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No.	KPI	KPI Description and Frequency	Performance			Payment
			Good	Requires Improvement	Inadequate	
1	Phase 1: Production and delivery of Activity Plan	To be delivered by the 29 th September 2023 in accordance with the Statement of Requirement (Schedule 12). The activity plan shall be of sufficient quality to be accepted by the Authority.	<p>Deliverable issued by 29th September 2023.</p> <p>The Activity Plan must contain all required information as detailed in the Statement of Requirement (Phase 1).</p>	<p>Deliverable issued late by up to 5 working days (06th October 2023).</p> <p>The Activity Plan must contain all required information as detailed in the Statement of Requirement (Phase 1).</p>	<p>Deliverable issued later than 06th October 2023.</p> <p>The Activity Plan must contain all required information as detailed in the Statement of Requirement (Phase 1).</p>	<p>Good: 100% of deliverable payment.</p> <p>Requires Improvement: Supplier will be paid 95% of the deliverable payment and remedy, if required within 5 working days for no additional payment.</p> <p>Inadequate: Supplier will be paid 90% of deliverable payment. They will also remedy if required for no additional payment within 5 working days.</p>

2	Phase 2: Production and Delivery of Delivery Plan	To be delivered by the 27th Oct 2023 in accordance with the Statement of Requirement (Schedule 12). The Delivery Plan shall be of sufficient quality to be accepted by the Authority.	Deliverable issued by 27 th October 2023. The Delivery Plan must contain all required information as detailed in the Statement of Requirement (Phase 2).	Deliverable issued late by up to 5 working days (03 rd November 2023). The Delivery Plan must contain all required information as detailed in the Statement of Requirement (Phase 2).	Deliverable issued later than 03 rd November 2023. The Delivery Plan must contain all required information as detailed in the Statement of Requirement (Phase 2).	<p>Good: 100% of deliverable payment</p> <p>Requires Improvement: Supplier will be paid 95% of the deliverable payment and remedy, if required within 5 working days for no additional payment.</p> <p>Inadequate: Supplier will be paid 90% of deliverable payment. They will also remedy, if required for no additional payment within 5 working days.</p>
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3	Delivery of Quarterly Performance Reports	<p>Quarterly report to be delivered one working week after the conclusion of each Quarter in accordance with the Statement of Requirement (Schedule 12). The Delivery Plan shall be of sufficient quality to be accepted by the Authority.</p> <p>The indicative quarters are: Q1 30th Nov 2023, Q2 29th Feb 2024, Q3 31st May 2024, Q4 31st July 2024.</p>	<p>Deliverable issued no later than 5 working days from the conclusion of each quarter.</p> <p>Q1. 07th December 2023</p> <p>Q2. 07th March 2024</p> <p>Q3. 07th June 2024</p> <p>Q4. 07th August 2024</p>	<p>Deliverable issued late by no later than 10 working days from the conclusion of each quarter.</p> <p>Q1. 14th December 2023</p> <p>Q2. 14th March 2024</p> <p>Q3. 14th June 2024</p> <p>Q4. 14th August 2024</p>	<p>Deliverable issued later than 10 workings days from the conclusion of each quarter.</p>	<p>Good: 100% of deliverable payment</p> <p>Requires Improvement: Supplier will be paid 95% of the deliverable payment and remedy, if required within 5 working days for no additional payment.</p> <p>Inadequate: Supplier will be paid 90% of deliverable payment. They will also remedy, if required for no additional payment within 5 working days.</p>
4	Delivery Feedback	<p>Feedback Questionnaire to be completed by 1 member of staff from each school following delivery of each session.</p>	<p>KPI scoring to be agreed following delivery of questionnaire.</p>	<p>KPI scoring to be agreed following delivery of questionnaire.</p>	<p>KPI scoring to be agreed following delivery of questionnaire.</p>	

Schedule 11 – Task Authorisation Form (TAF)**TASK AUTHORISATION FORM****Part 1.****Request for Task**

The Authority has a requirement for the following Task:

Task No:	Issue No:	Priority: Routine	Date:
Date raised:		Originator:	
Task Title:			
Task Description:			
Completion required by date:			

Part 2.**Provision of Quotation/Proposal (To be completed by Contractor)**

Task Description:	
Completion Date:	

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Name:	Position:
Date:	Signature:

Part 3.

Authorisation to proceed

Approval to proceed with task: DNO/263 TASK__against a firm price of:

Project Manager's Approval:

Signature:Name:

Post Title: Date:.....

Finance Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Commercial Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Part 4.

Task Completion report (To be completed by the Contractor)

Task: DNO/263 TASK_ ____ is now considered to be complete. Any required evidence is also provided.

Signature

Name:.....

Date.....Position in Company:.....

Part 5.

Confirmation of Task Completion by the Authority's Project Manager

Signature

Name:.....

Date.....Post title:.....

Upon signature of Part 5, the Contractor can submit claim for payment

Schedule 12 – Statement of Requirement Schedule 13 – Pricing DEFFORM 532

1. Personal Data Particulars

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>[insert the delivery team name (or equivalent source), address and contact details]</i></p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>[insert address(es) and contact details]</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>[Examples include name, address, telephone number, medical records etc]</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p>

	<i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Joshua Phillips

Address: Defence Nuclear Organisation, MOD Abbey Wood, Bristol, BS34 8JH

Email: joshua.phillips170@mod.gov.uk ☎☎ N/A

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

Name: [Redacted-Personal]

Address Defence Nuclear Organisation, MOD Abbey Wood, Bristol, BS34 8JH

Email: [Redacted-Personal] ☎☎ N/A

3. Packaging Design Authority Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: N/A

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

8. AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

9. Consignment Instructions The items are to be consigned as follows: N/A

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

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: [Redacted-Personal]

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<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.

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