

in accordance with **clause F1.a.(9)**.

- e. The Authority's rights and remedies under this **clause F1** are in addition to its rights and remedies implied by statute and common law.

G Payment and Receipts

G1. Payment – *Payment Clause (G1) is replaced by instructions/guidance provided at Schedule 3 Clause G1.c.(2) and G1.c.(3).*

G2. Value Added Tax

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

G3. Debt Factoring

- a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with **clause A6 (Assignment of Contract)**, the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ('the Act')). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this **clause G3** shall be subject to:
 - (1) reduction of any sums in respect of which the Authority exercises its right of recovery under **clause G1.i**;
 - (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (3) the Authority receiving notification under both **clauses G3.b and G3.c.(2)**.
- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under **clause G3.a**, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under **clauses G3.a.1 and G3.a.2**; and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with **sub-clauses G3.a.(1) and G3.a.(2)**.
- d. The provisions of **clause G1 (Payment)** shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

H1. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in **Schedule 3 (Contract Data Sheet)** and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in **Schedule 3 (Contract Data Sheet)**. The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in **Schedule 3 (Contract Data Sheet)**; and
 - (4) any other information reasonably requested by the Authority.

H2. Authority Representatives

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

shall be deemed to be references to the Authority's Representatives in accordance with this **clause H2**.

- b. The Authority's Representatives detailed in **Schedule 3 (Contract Data Sheet)** (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.
- c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update **Schedule 3 (Contract Data Sheet)** in accordance with **clause A2 (Amendments to Contract)**.

H3. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in **Schedule 3 (Contract Data Sheet)**;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in **Schedule 3 (Contract Data Sheet)**, by electronic mail.
- b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

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

DEFCON 16 Edn 10/04	Repair and Maintenance Information
DEFCON 21 Edn 10/04	Retention of Records
DEFCON 23 (SC3) Edn (12/14)	Special Jigs, Tooling and Test Equipment
DEFCON 117 (SC3) Edn (09/15)	Supply of Information for NATO Codification And Defence Inventory Introduction
DEFCON 601 (SC) Edn (3/15)	Redundant Material
DEFCON 611 (SC3) Edn (2/16)	Issued Property
DEFCON 624 (SC) Edn (03/15)	Use of Asbestos
DEFCON 630 (SC) Edn (3/15)	Framework Agreements
DEFCON 637 (SC) Edn (03/15)	Defect Investigation and Liability
DEFCON 645 Edn 07/99	Export Potential
DEFCON 649 (SC) Edn (12/14)	Vesting
DEFCON 659A (SC) Edn (02/17)	Security Measures
DEFCON 694 (SC3) Edn (3/16)	Accounting for Property of the Authority

K. Special Conditions of Contract that apply to this Contract are:

K1. Certificate of Conformity

- a. Where required in **Schedule 3 (Contract Data Sheet)** the Contractor shall provide a Certificate of Conformity (CofC) in accordance with **Schedule 3 (Contract Data Sheet), Schedule 2 (Schedule of Requirements for Associated Goods)** and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with **clause A23 (Contractor's Records)**.
- c. The Information provided on the CofC shall include:
 - (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) Details of any approved concessions;
 - (5) Acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from **Schedule 2 (Schedule of Requirements for Associated Goods)**;

- (8) Description of Contractor Deliverable, including part number, Specification and configuration status;
- (9) Identification marks, batch and serial numbers in accordance with the Specification;
- (10) Quantities;
- (11) A signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

K2. Marking of Contractor Deliverables

- a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in **Schedule 3 (Contract Data Sheet)**, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in **Schedule 2, (Schedule of Requirements for Associated Goods)**;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date/date of manufacture, expressed as specified in **Schedule 3 (Contract Data Sheet)**, or in the absence of such requirement, they shall be marked as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Deliverable with the required particulars, these should be included on the package in which the Deliverable is packed, in accordance with **clause K3, K4 and K9**.

K3. Supply of Hazardous Material or Substance in Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the regulations set out in this condition. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in **Schedule 2 (Schedule of Requirements for Associated Goods)**:
 - (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 **Schedule 3 (Contract Data Sheet)** (or if no such period is specified no later than one (1) month prior to the Delivery Date), the Contractor shall provide to the Authority's Representatives in the manner and format prescribed in **Schedule 3 (Contract Data Sheet)** and **SC3 Core Plus Schedule "Hazardous Articles, Materials or Substances Supplied Under the Contract: Data Requirements"**:
- (1) a completed **SC3 Core Plus Schedule "Hazardous Articles, Materials or Substances Supplied Under the Contract: Data Requirements"**, confirming whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at **clause 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 c.**, shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional Information required by the Health and Safety at Work etc Act 1974 and shall contain:
- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and/or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof;
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a Radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope);
 - (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; and
 - (4) where the Hazardous Contractor Deliverables are ordnance, munitions or explosives, in addition to the requirements of CHIP and/or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with **clause d.** for four (4) years after the end of the Contract and shall make them available to the Authority's Representatives on request.
- f. Nothing in this Clause reduces or limits any statutory or legal obligation of the Authority or the Contractor.

K4. Timber and Wood-Derived Products – This condition is not applicable in this instance, as the supply of timber and wood-derived products is not a part of the item, and is purely incidental to the item (e.g. paper and/or packaging).

K5.Rejection

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

K6. Delivery/Collection

- a. **Schedule 3 (Contract Data Sheet)** shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

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

K7. Self to Self Delivery

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

K8. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure. If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
 - (2) the time limit in which to reject the Contractor Deliverables defined in **clause K3.b** has elapsed.

K9. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

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

- (1) in accordance with any requirements specified in **Schedule 2, (Schedule of Requirements for Associated Goods)** (which if represented by packing codes shall be interpreted by reference to DEFFORM 96 and DEF STAN 81-41 (Part 1));
 - (2) to ensure that each Deliverable may be transported in an undamaged and serviceable condition.
- b. The Contractor shall ensure that each package containing the Contractor Deliverables is labelled to include:
- (1) the name and address of the Consignor and Consignee as in **Table 2 of Schedule 2 (Schedule of Requirements for Associated Goods)** including:
 - (a) the Delivery destination/address if not of the Consignee;
 - (b) the transit destination/address (for aggregation/disaggregation, onward shipment etc.);
 - (2) the description and quantity of the Contractor Deliverables enclosed;
 - (3) the full 13 digit NATO Stock Number (NSN) where the UK is registered as a user of it, or, where the requirement does not have an NSN, with the alternative reference number specified in **Schedule 2, (Schedule of Requirements for Associated Goods)**;
 - (4) the makers part, catalogue, serial or batch number as appropriate;
 - (5) the Contract number (call off order numbers if enabling or as appropriate);
 - (6) any statutory Hazard markings and any handling markings, including the mass of any package which exceeds 3kg;
 - (7) the Packaging level (Military J, N or P, special H, Commercial A etc.) as specified in **Schedule 2, (Schedule of Requirements for Associated Goods)**;
 - (8) where applicable, any particulars which cannot be marked on each Contractor Deliverable in accordance with **clause K2.b**;
 - (9) any additional markings specified in **Schedule 2, (Schedule of Requirements for Associated Goods)**;
 - (10) the Primary Packaged Quantity (PPQ) (if Trade Packaging); and
 - (11) if Trade Packaging to be marked in blue "TRADE PACKAGE" or if Export Trade Packaging to be marked in black "EXPORT TRADE PACKAGING".

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

- c. Bar code markings shall be applied to the external surface of each package and to each PPQ package within. The minimum information shall include; the full 13 digit NSN, Denomination of Quantity (D of Q) see DEFFORM 96, actual quantity in package, Serial Number and/or batch number, if applicable. The bar code symbology used shall meet the requirements of STANAG 4329. Code 39 shall be the default symbology for the Packaging marking application. Requirements for positioning bar codes are defined in DEF STAN 81-41 (Part 6).
- d. Where the Contractor Deliverables are, or contain Dangerous Goods within the meaning of the regulations set out in **clauses K4.a and K4.b**, the Packaging level is always Trade or Export Trade Packaging not Military Level as noted in DEF STAN 81-41 (All Parts).
- e. Where UK Military or NATO Packaging is required, the Contractor shall meet the requirements as specified in **Schedule 2, (Schedule of Requirements for Associated Goods)**. The Contractor Deliverables shall be contained in packages which comply with the requirements of DEF STAN 81-41 (parts 1, 2 and 5) and be capable of meeting the appropriate test requirements of DEF STAN 81-41 (part 3).
- f. Where there is requirement to design UK Military or NATO level Packaging, the work shall be undertaken by a company which is registered and certified to Military Packaging Accreditation Scheme (MPAS), (ISO 9001 based), or which is able to demonstrate that its quality systems and Military package design expertise are of an equivalent standard. Military Level Packages shall be designed to comply with the

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

- g. New designs shall not be made where there is an existing SPIS or one that may be easily modified to be in accordance with the contract requirements, (see **clause f.**). Application should be made to the Project Team (PT) or other access point for a search to establish the SPIS status using DEFFORM 129a (Application for Packaging Designs and Authorisation for Package Design Work); media format as per clause j.
- h. Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design.
- i. SPIS designs are maintained on a central Master Packaging Database (MPD), the SPIS Index (SPIN), held on the MOD design repository or other authorised secure servers, for monitoring by the MOD and review by MPAS certified contractors and the MOD.
- j. All SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format which shall be Adobe "PDF" compatible with Adobe Acrobat version 5. Any other format shall be agreed between the Packaging Design Authority (PDA) and MOD and must be compatible with access to SPIN.
- k. Production of Military Level Packaging; where it is necessary to use a SPIS design the Packaging manufacturer should also be a registered contractor as stated in **clause g.** The manufacturer is responsible for confirming that the design is suitable.
- l. Minor alterations/updates and similar to existing designs may be carried out by MPAS Certificated designers, all major/significant changes and new designs need to be authorised by the Authority's Representative (Project Manager) (unless that power is delegated to a Prime or MPAS Registered company).
- m. Intellectual Property Rights (IPR); the MOD shall retain the rights to the SPIS designs or to copy or use any information relating to them, if otherwise specified.
- n. Where applicable one of the following procedures for the production of new or modified SPIS designs shall be applied:
 - (1) If the Contractor is the PDA, they shall:
 - (a) on receipt of instructions received from the Authority's Representative, (Project Manager), prepare the required package design in accordance with DEF STAN 81- 41;
 - (b) where the Contractor is certified they shall, on completion of any design work, provide the Authority's Representative (Project Manager) with the following documents electronically:
 - (i) a list of all SPIS which have been prepared or revised against the Contract; and
 - (ii) a copy of all new/revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
 - (c) where the PDA is not a certified organisation, they shall obtain approval for their design from a certified organisation before proceeding, then continue with **sub-clause n.(1)(b)** of this condition.
 - (2) Where the Packaging contractor is not the PDA and is un-certified, they shall not produce, modify, or update etc SPIS Designs. They shall obtain current SPIS design(s) from SPIN or a certified organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they shall apply for SPIS information as soon as practicable after receipt of Contract or order.
 - (3) Where the Contractor is un-certified and has been given authority to produce, modify, and update SPIS Designs by contract, they shall obtain approval for their design from a certified organisation before proceeding, then continue with **sub-clause n (1)(b)** of this condition.

- (4) Where the Contractor is not a PDA but is certified; follow **sub-clauses n (1) (a) and (b)** of this condition.

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

- o. The Contractor shall comply with the requirements for the design of Military Packaging as follows:
- (1) Where there is a requirement to design UK Military or NATO Level Packaging, the work shall be undertaken by a certified organisation, or one that although non-certified is able to demonstrate that its Quality Systems and Military Package Design expertise are of an equivalent standard.
- The certification scheme (MPAS) detail is available from:
- DES IMOC SCP Packaging
MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
- DESIMOCSCP-Pkg@mod.uk
- (2) Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-41, testing to DEF STAN 81-41 (Part 3) or DEF STAN 00-35. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-41 (Part 4);
- (3) all Packaging contractors on receipt of a requirement shall search SPIN or apply for a search of SPIN to establish the SPIS status (using DEFFORM 129a 'Application for Packaging Designs or their Status', media format as per **clause g.**);
- (4) new designs shall not be made where there is an existing usable SPIS, or one that may be easily modified;
- (5) where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design unless otherwise stated in this Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information as with SPIS, see **clause f.**;
- (6) all SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format;
- (7) the default electronic media format of a SPIS shall be Adobe "PDF" compatible with SPIN requirements;
- (8) manufacture of Military Level Packaging; where it is necessary to use a SPIS design then the packaging manufacturer should also be a certified contractor as per clause a. The Packaging manufacturer is responsible for confirming that the design is suitable.
- p. The Authority shall retain all Intellectual Property Rights (IPR) relating to the designs unless otherwise agreed in writing.
- q. If special jigs, tooling etc., are required for the production of Military Packaging, the Contractor shall obtain written approval from the Authority's Representative (Commercial) before providing them.

K10. Overseas Expenditure

- a. The Contractor shall report, in writing, to the Authority details of any direct Overseas expenditure valued over £1 million likely to be incurred in the execution of the Contract immediately the possibility is known if such details were not furnished at the time of tendering. The details to be provided are as follows:
- (1) Contract No;
- (2) country in which subcontract placed/to be placed;
- (3) name, division and full postal address of Subcontractor;
- (4) value of subcontract as applicable to main Contract;

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

K11. Import Licence

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

K12. Export Licence

- a. The Contractor shall notify the Authority promptly if the Contractor becomes aware that all or part of any Contractor Deliverable (including Information and software) to be delivered under the Contract is or will be subject to:
 - (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer control,
 that imposes or will impose end use, end user, re-transfer, re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in **clause D1**.
- b. If requested by the Authority, the Contractor shall give the Authority a summary of every existing or expected licence and restriction referred to in **clause a.** and any related obligation or restriction to the extent that they place an obligation or restriction on the Authority with which the Authority must comply, including, to the extent applicable to such obligations or restrictions:
 - (1) the exporting nation, including the export licence number (where known);
 - (2) the Contractor Deliverables (including Information and software) affected;
 - (3) the nature of the restriction and obligation;
 - (4) the authorised end use and end users;
 - (5) any specific restrictions on access by third parties, or by individuals based upon their nationality, to the Contractor Deliverables or to anything Delivered or used in the performance or fulfilment of the Contractor Deliverables; and
 - (6) any specific restrictions on the end user or on re-transfer or re-export to third parties of the Contractor Deliverables or of anything Delivered or used in the performance or fulfilment of the Contractor Deliverables.

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

- c. When an export licence is required from a foreign government for the performance of the Contract, the Contractor shall promptly consult with the Authority on the licence requirements and, where the Contractor is the applicant for the licence:
 - (1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable to be Delivered under the Contract, the Contractor, unless otherwise agreed with the Authority, identifies in the licence application:

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

- (e) any specific restrictions on access or use by third parties, or by individuals based upon their nationality, to the items or information affected; and
 - (f) any specific restrictions on re-transfer or re-export to third parties of the items or Information affected.
- (2) this will not include Intellectual Property specific restrictions of the type mentioned in **clause D1 (Third Party Intellectual Property – Rights and Restrictions)** in relation to the Authority instead of the Contractor;
 - (3) the Contractor and its Subcontractors, where access by these restrictions is also authorised, shall abide by the lawful restrictions so notified by the Authority;
 - (4) the Contractor shall notify the Authority immediately if it is unable for whatever reason to abide by any restriction advised by the Authority to the Contractor under **clause j**.
- j. Where restrictions are advised by the Authority to the Contractor under **clause i**, the Authority and the Contractor shall act promptly to mitigate their impact. If these restrictions adversely affect performance of the Contract, the restrictions shall be regarded as a change to the Specification and handled under the terms of **clause A3 (Variations to Specification)** and the Contract Price or Delivery schedule or both shall be adjusted as appropriate. If the Contractor is unable to perform the Contract as a result of these restrictions then the Authority shall consult with the Contractor on alternative solutions requiring amendment of the Contract under **clause A2 (Amendments to Contract)** and **A3 (Variations to Specification)** and may terminate the Contract if no alternative solution satisfies the essential terms of the Contract. Termination under these circumstances will be under the terms of **clause A22 (Termination for Convenience)**.
- k. Without prejudice to United Kingdom Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority undertakes to provide the Contractor with all reasonable assistance to facilitate the granting an export licence by a foreign Government in respect of performance of the Contract.

K13. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) within Section **L8** of this Contract.

K14. Diversion Orders

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

K15. Copyright

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

Provided that, subject to any pre-existing rights of the Authority, **clauses c. and d.** shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. **Clauses c. and d.** shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with **clause f.** below.
- e. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.
- f. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
- g. This Condition shall constitute an "agreement to the contrary" for the purposes of

Section 48 of the Copyright, Design and Patents Act 1988.

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

The Authority reserves to itself the right at its sole discretion to appoint an agent to manage this Contract, and to give directions to the Contractor, on its behalf. In the event of such an appointment, the Authority will notify the Contractor of the identity of the agent and of the scope of the agent's authority to so act.

K16. Limitation of Contractor's Liability

- a. The Contractor's liability under, or in relation to, the contract shall be limited in respect of the risks as set out in Schedule 3.
- b. The Authority has agreed the limitations(s) to the Contractor's liability, as set out at Schedule 3, based on the risk assessment and proposed risk mitigation activities provided by the Contractor and set out at Schedule [X] of the contract.
- c. Nothing in this condition shall exclude or limit the Contractor's liability in respect of the following:
- a. Any liability arising under or by reason of the Contractor's indemnities granted to the Authority set out in DEFCONS 91 and 638 (SC3) or condition D1, as applicable;
 - b. Death or personal injury;
 - c. Fraud or fraudulent misrepresentation;
 - d. Wilful misconduct.
 - e.

L. The processes that apply to this Contract are:

L1. Scope of Contract

The Contract shall be for a repair service for the Heavy Fleet Auxiliary Power Units (APU).

The full requirement is detailed at **Schedule 2** (SoR) to the Contract and will be conducted, as required, in accordance with the specifications detailed in the Statement of Work – **Schedule 5** to the Contract.

Item 1: Repair and/or remanufacture of Heavy Fleet Auxiliary Power Units Equipment and/or components covering items detailed at **Table 1, Schedule 5 – Statement of Work.**

The scope of the repairs to be carried out shall be determined from the survey against OEM specification. Generator Set, Diesel Engines received by the Contractor shall first be surveyed and Inward Tested to determine the extent of repairs e.g. No Fault Found (NFF), Low, Medium, High or BER. The cause of any failure should be recorded at this stage.

L2. Authority for Work

Items 1– Repair and/or remanufacture of Equipment

For ALL repairs, the Contractor is required to contact the Authority for authorisation.

A Purchase Order will be sent to the Company at the same time as Contractor Deliverables are fed in for repair/remanufacture. The Authority shall not be liable, in any way, for work undertaken by the Contractor without receipt of this Purchase Order (a sample of which is at **Schedule 11**) each of which shall bear a unique order number and Job No. e.g. PR/16***** (DIIN).

The Purchase order will be electronically sent to: [\[The point of Contact stated in the Tender Submission unless advised otherwise.\]](#)

To ensure that Purchase orders are sent to the correct location please identify a single mailbox location where all orders can be sent from Babcock DSG Ltd with your tender submission.

Following receipt of the Purchase Order and Contractor Deliverables for repair/remanufacture the Contractor is to compile a detailed Survey Report (a sample of which is at **Schedule 13**) of the Contractor Deliverables to establish their overall condition. When the repair/remanufacture prices fall within the agreed firm pricing as detailed on **Schedule 2 Annex A** of the Contract (to be issued upon Contract Award to the winning Tenderer), the Contractor is to proceed with the repairs:

L3. Quality/Specification

Contractors are responsible for obtaining the latest OEM publications, parts lists and supersession lists for the equipment.

The requirement for the remanufacture of these assemblies is to give an expected life of not less than 80% of that of a new assembly.

All Generator Set, Diesel Engines are to be repaired in accordance with the latest OEM specification and drawings using reclaimed and new components, incorporating all approved modifications where applicable.

All testing and inspection of the Generator Set, Diesel Engines shall be carried out in accordance with OEM/MoD procedures and standards. Where discrepancy exists between the OEM and MoD test specification, the MoD specification will generally take precedence. The Contractor shall however ultimately seek clarification from the Babcock DSG Repair Manager.

L4. Duration

The Contract shall have a duration from **[date to be inserted at Contract Award]** up to and including **[48 months from date of Contract Award]** and shall cover all activity detailed on the Schedule of Requirements(**Schedule 2**), and any other authorised individual tasks, as required.

After the Contract expires, only instructions relating to existing requirements and covering reduction, cancellation, changes of part numbers and similar alterations shall be issued. Orders covering new requirements or increases to existing requirements will not be issued or accepted after the expiration date.

L5. Responsibility of the Contractor

1. The Contractor shall be entirely responsible for undertaking the work under the Contract as defined in the Contract Schedule of Requirements (**Schedule 2**), and in accordance with **Schedule 5 – Statement of Work**.
2. The Contractor shall be responsible for achieving proper completion of the Contract in accordance with its terms and shall be responsible for;
 - Producing a comprehensive repair specification, in line with the OEM's specifications and drawings for each item and to ensure that the quality of the assembly returned after refurbishment shall meet the requirement of "as new" with the stated life requirement.
 - Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the Survey Stage (before work commences) and not be a result of back stripping or cannibalisation.
3. The Authority reserves the right to refuse payment for alterations or changes made outside of the scope of the Contract which have not been made in accordance with **A2 – Amendments**, or the provisions of **Schedule 4 – Contract Change Process** (as also detailed in **A2**).

L6. Notification of discontinuation of products

The Contractor shall inform the Authority, within 3 working days, of any possible difficulty in maintaining the future support of any of the Articles covered within the scope of the Contract. (as per **L7 – Key Performance Indicators**).

L7. Key Performance Indicators and Performance Management

The Contractor's performance of the Contract shall be monitored and measured using the agreed Key Performance indicators (KPIs) (below)

KPI Area	Target	Responsibility	Review Dates
Delivery Performance	100% of Articles repaired and delivered within the timescales agreed in the Delivery Plan	Contractor	At quarterly intervals commencing 3 months from contract start date.
	Report by exception reasons for delivery plan timescale failure and advise what actions have been put in place to prevent reoccurrence.	Contractor	At monthly intervals commencing 1 month from contract start date
Warranty Repairs	100% of repaired Articles shall not require rectification under warranty within 3 months of repair	Contractor	At quarterly intervals commencing 3 months from first repaired article.
Progress of Articles	100% of Contract Status Report submissions to the authority by the 23 rd day of each month As specified in Schedule 3 – Contract Data Sheet.	Contractor	At monthly intervals commencing 1 month from contract start date
Contract Amendments	The Contractor shall complete and return the DEFFORM 10B to the Procurement Branch within 10 Business Days.	Contractor	As required
Certificate of Conformity	Certificates of Conformity shall be made available to the Authority within 10 business days when requested.	Contractor	As required
Minutes of Minutes	The Contractor will provide 100% minutes of meetings within 5 business days of the Local Equipment/Commercial Review Meetings to the authority	Contractor	At quarterly intervals commencing 3 months form contract start

L8. Deficiencies and Damage in Articles Issued for Repair/Remanufacture

Generator Set Diesel Engine ESW issued for repair are to be checked on receipt for damage and correct nomenclature. Where there appears to be transit damage or deficiencies e.g. major

components missing, or incorrect equipment, the Contractor shall, in the first instance, contact the Repair Manager who will decide on an appropriate course of action.

Any discrepancies in the items delivered should be reported using MoD Form 445 (Discrepancy Report, an example of which is detailed at **Schedule 12**.)

These reports shall be completed in accordance with the criteria laid down in JSP 886 Volume 4, Chapter 3 and distributed, as required, with;

- (1) One Copy to MAC Branch Donnington - DESLCSLS-LogMACDRTeam@mod.uk
- (2) One Copy to the Babcock DSG Repair Manager

L9. Contractor Deliverables Considered Beyond Economical Repair (BER)

Fully priced estimates shall be required for any assembly not considered by the repairer as economic to repair. These must be submitted at the survey stage (before work commences) and not be a result of back stripping or cannibalisation.

The Authority will only agree Beyond Economic Repair (BER) classification where the Contractor has been able to demonstrate that their cost to repair is greater than 80% of new cost, as supplied to the MoD. Once BER has been agreed the Authority will issue disposal instructions for the scrapped carcass accordingly.

When the Contractor considers the Contractor Deliverables to be Beyond Economical Repair (BER) he shall immediately advise the Repair Manager (as identified in box 2 of DEFFORM 111) of his findings on an Application for Disposal of BER Form, a sample of which is at **Schedule 14**.

L10. Warranty

The Contractor shall provide a warranty, which should be no less than 12 (twelve) months on any Repair work and from the date of fitting to the vehicle and/or equipment.

If, within 12 (twelve) months of the repair/remanufacture date, upon which a repaired/remanufactured Contractor Deliverable is deployed into service, it fails, develops any defect or is otherwise found to be unsatisfactory other than as a result of an act or omission of the Authority under this Contract, the cost of rectification, including all transport costs shall be borne by the Contractor.

Under no circumstances shall the Contractor or any Sub-Contractor's proceed with repair/remanufacture or any other action which would invalidate the current warranty of the equipment. If any such equipment is received which the Contractor recognises as being under warranty, the Contractor should inform the Authority immediately.

L11. Remedies in the event of Failure to achieve Repair Turnaround Times

It is recognised by both parties that should delivery of Contractor Deliverables detailed at **Schedule 2** repaired under the Contract be delayed beyond the agreed Repair turnaround time, the Authority will suffer loss and damage thereby.

Achievement of Repair turnaround time will be measured in accordance with the Key Performance Indicators at **Clause L7**.

In the event that a rebate becomes payable by the Contractor to the Authority, payments will be adjusted upon submission of invoice

Schedule 2	In the event of failure to meet a contracted turn round time	Reduction in Repair cost per Contractor Deliverable (%)
	Up to 30 days exceeded	2.5%
	31-60 days exceeded	5%
	60+ days exceeded	7%

L12. Disposal of Redundant Parts, Materials Etc.

a. When the Contractor considers an Article to be Beyond Economical Repair (BER) the Contractor shall immediately advise the Repair Manager of their findings on Form P2. If agreed, the Repair Manager shall issue AF G1043 which shall detail disposal instructions.

L13. Surge

The Contractor shall have a surge production capability to cope with times of tension, transition to war and other operational needs.

The Authority will provide the Contractor with as much notice of surge requirements as possible. However, in particular circumstances, the notice period could be 7 days. The Contractor shall maintain plans to meet future surge requirements

Surge capability is defined as an increase in output derived from re-deployment of resources, overtime, additional shifts or additional labour.

Schedule 1 - Definitions of Contract

Core Definitions

Assets	means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;
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 clause H2.b ;
Business Day	means any day excluding: <ol style="list-style-type: none">Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; andsuch periods of holiday closure of the Contractor's premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ol style="list-style-type: none">Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);Non-Ministerial Department; or Executive Agency.
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be supplied;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with clause A2 (Amendments) ;
Contract Implementation Date	means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;

Contractor	means the person who, by the Contract, undertakes to provide 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's Personnel	means all employees of the Contractor and Sub-Contractors to the Contractor who are assigned to the Contract. The Contractor shall bear full responsibility for the actions of these personnel for the duration of the Contract.
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 6 - Contractor's Commercially Sensitive Information Form , which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;
Contractor's Representative	means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;
Contractor's Team	means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <p>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</p> <p>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</p> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
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;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
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 Contract Condition "Delivery / Collection" 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;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;