

[OFFICIAL-SENSITIVE]



Ministry  
of Defence

Kentigern House  
65 Brown Street  
Glasgow  
G2 8EX

Email:

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Conflict Management Plus Ltd  
Low Farm  
Brook Road  
Bassingbourn  
Royston  
SG8 5NT

Your Reference:

Our Reference:  
704502450

Date: 9<sup>th</sup> November  
2022

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Dear,

**Offer Of Contract 704502450 for the Provision of Mediation Services for Armed Forces Personnel and Civilian Staff**

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for 704502450 prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

[OFFICIAL-SENSITIVE]



**{Contract 704502450 for the Provision of Mediation Services for Armed Forces Personnel and MOD Civilian Staff**

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

**For and on behalf of the contractor**

Name and Title	
Signature	
Date	<b>09/11/2022</b>

**For and on behalf of the Secretary of State for Defence**

Name and Title	<b>SENIOR COMMERCIAL OFFICER HEAD OFFICE COMMERCIAL, BUSINESS PARTNER 3</b>
Signature	
Date	<b>9<sup>th</sup> NOVEMBER 2022</b>

## **Statement of Requirement**

### **Statement of Requirement: Provision of Mediation Services for the Ministry of Defence**

#### **Candidate Mission:**

The principle aim of the Ministry of Defence's (MOD) policies on the resolution of disputes between personnel is the restoration of operational effectiveness through the satisfactory (to all the parties involved) resolution of grievances in the fastest way and at the lowest possible level.

The original Mediation contract was set up in 2007 and has been successfully used by all three Services to resolve bullying, harassment discrimination and victimisation (BHDV) cases. Since then, the scope of the provision has widened to include MOD Civil Service.

Mediation training has enabled the Department to build up a pool of trained "in-house" mediators who can be deployed as necessary. We intend to increase the number of fully trained mediators, as well as ensuring that those already trained are given the opportunity to regularly refresh their skills.

The new MOD mediation service will consist of the following elements on a call-off basis:

- Provision of workplace mediation and conflict resolution service;
- Training of new in-house mediators; and
- Continuing Professional Development (CPD) for existing in-house mediators.

The contract will be available both the MOD and other Government Departments that have MOD personnel collocated with them.

#### **Organisation and population served**

The Ministry of Defence is a Ministerial Department of State. We work for a secure and prosperous United Kingdom with global reach and influence. We will protect our people, territories, values and interests at home and overseas, through strong armed forces and in partnership with allies, to ensure our security, support our national interests and safeguards our prosperity.

#### **Organisations**

The UK regular forces comprise full time trained and untrained personnel in the:

- Royal Navy
- British Army
- Royal Air Force
- Strategic Command

There are seven Top Level Budgetary (TLB) areas, these are the major organisational groupings of the MOD, directly responsible for the planning, management and delivery of departmental capability. Defence Equipment and Support (DE&S) is a bespoke trading entity which is part of the MOD and is within scope of this Statement of Requirement.

#### **Population Served**

MOD Civil Servants (including DE&S) approx. 51,000 <sup>1 2</sup>

Service Personnel (Regulars, FTRS and Reserves) 195,050 <sup>3</sup>

Total population: 246,050

## SERVICE REQUIREMENT

- 1.1. This document sets out the service required for the Mediation Services for the Ministry of Defence.
- 1.2. MOD will be the Contracting Authority (CA) and the Service Provider (SP) will be the Supplier.
- 1.3. The SP will provide the CA with suitably qualified, experienced and trained staff to deliver the following services on a call-off basis:
  - a) Ad-hoc workplace mediation - provision of confidential service aimed at resolving workplace complaints and disputes (face-to-face or remotely).
  - b) Mediation training – delivery of formal, ILM accredited professional workplace mediation courses.
  - c) Continuing Professional Development (CPD) - delivery of formal, ILM accredited CPD training and other activities for MOD in-house mediators, such as ‘refresher’ courses, workshops and seminars.

## 2. SECURITY

- 2.1. It is anticipated that minimal MOD data will need to be kept by the SP. The SP shall acknowledge that the solution will be subject to MOD regulations and Civilian BHDV policies.
- 2.2. The SP should hold a valid Cyber Essential Plus and ISO27001 or IASME certificates. If ISO 27001 or IASME is not already held, they must obtain it within three months of the commencement of the contract.
- 2.3. The SP must ensure that the data processing system and the system of electronic data transfer provided under the Contract contains all the necessary current security features to effectively control access to ensure the security and integrity of the system. The SP must also ensure that the system protects the data held therein.
- 2.4. The SP must ensure that the information received from the SP is stored, handled processed and destroyed in accordance with the security requirements set out in the Contract and with current data security legislation.
- 2.5. The SP will be responsible for the management of their personnel security status whilst providing this service in accordance with the Contract.
- 2.6. The SP is responsible for ensuring their staff who handle data belonging to MOD and its personnel hold valid BPSS and Security Check clearance in line with published guidance set out in the ‘National security vetting: clearance levels’. The CA will facilitate any additional Security Check clearance required for nominated SP’s personnel (those

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<sup>1</sup> <https://www.gov.uk/government/statistics/quarterly-service-personnel-statistics-2020>

<sup>2</sup> [MOD Civil Servants does include those who work for MOD but are central Government resource, Fixed Term Appointees, contractor and consultations](#)

<sup>3</sup> <https://www.gov.uk/government/publications/quarterly-service-personnel-statistics-2020/quarterly-service-personnel-statistics-1-april-2020#uk-service-personnel>

with access to MOD data and personnel) at start of the service or within three months, through the SP co-ordinating and providing all relevant information will be required.

- 2.7. Defence personal data is classified as 'Official Sensitive - Personnel'. DefCon 532b (Protection of Personal Data) sets out the Data Protection Legislation and the SPs (SP's Personnel) obligations in processing data which they must comply with those regulations. SPs should have incident reporting procedures to the CA should there be a compromise or loss of personal data.
- 2.8. SP should ensure their personnel are appropriately trained to handle data in line with Data Protection Legislation.
- 2.9. The SP would, as part of the contract, permit the CA's Security Department, at a mutually agreeable time/date to carry out checks to ensure compliance with the data handling requirements. This could be through physical visits, questionnaires or pre-agreed meetings.
- 2.10. The SP must ensure the storage of CA data is kept segregated and separate from any other clients and sufficient measures are in place to prevent any form of unauthorised data disclosure.
- 2.11. The SP, if using cloud storage, must comply with 14 Cloud Security principles set out in Cloud Security Guidance published by Cyber National Security Centre.
- 2.12. No MOD personnel data to be stored on personal laptops or computers and communications with the CA's personnel must be managed through the SP's corporate IT system. **Under no circumstances is the offshoring of MOD data permitted.**

### **3. QUALITY AND STANDARDS**

#### **3.1. Mediation service**

- 3.1.1. The SP and their staff must follow the CA quality and standards requirements for mediation as set out in MOD policies (JSP831 and JSP763) when performing their duties. The policies and guidance will be provided by the CA during the mobilisation phase.
- 3.1.2. The SP should provide the CA with an option to select one or two mediators per case.
- 3.1.3. The SP should pre-brief and de-brief the mediator(s) for every mediation.
- 3.1.4. As part of the mediation service provided by the SP, mediators will offer a verbal or written summary/agreement/outcome to the CA within one working day of mediation completion.
- 3.1.5. Written summary of the outcome should be made available to all parties involved if requested within two working days after mediation completion.
- 3.1.6. SP will ensure that mediators are prepared to deliver a suitable back-brief to an agreed point of contact which might include the management chain/Chain of Command within two working days after mediation completion.
- 3.1.7. The mediators must ensure that all administration has been conducted prior to commencement of the mediation. Completion of paperwork referring to the mediation agreement must be completed in advance.
- 3.1.8. Following the mediation, the mediators must ensure that anonymous feedback is requested from all parties and provided as a part of management information to CA on a quarterly basis. The feedback will be collected via a questionnaire developed by the CA.

- 3.1.9. The service provider should arrange regular supervision and training for their mediators to ensure the quality of the service is maintained and the standards stipulated in 3.1.1 are met.
- 3.1.10. The SP should follow specific workplace mediation policies and procedures for each of the MOD TLBs. The SP should be prepared to accommodate the variances between procedures.
- 3.1.11. SP mediators and other staff members must abide by MOD Confidentiality Guidelines at all times.
- 3.1.12. Information obtained in a mediation should not be used by SP in any other processes, for example Service Complaints or Grievance procedures.
- 3.1.13. Occasionally, the SP may be required to provide mediation between MOD staff and employees from other UK government departments who are working together. This includes cross-government settings such as Foreign and Commonwealth Office, Embassies and High Commissions, both in the UK and overseas. Overseas mediations will be carried out remotely.

### **3.2. Workplace mediation training delivery**

- 3.2.1. The training should cover (as a minimum) the following topics and activities:
  - a) Establishing what constitutes as a workplace conflict and whether mediation is the best form of resolution;
  - b) What issues can be resolved as part of the mediation process and what matters should follow a different resolution pathway;
  - c) Mediation theory and good practice;
  - d) Provision of a 'best practice' framework to deliver mediations (end to end handrail/guide);
  - e) Conflict resolution techniques;
  - f) Listening skills;
  - g) Interpersonal communication skills;
  - h) Practical skills (e.g. role play exercises) - 1 instructor to 4 trainees ratio;
  - i) Guidance on how to effectively deliver mediation virtually;
  - j) Understanding how to work on difficult disputes;
  - k) A basic understanding of relevant law (Protection from Harassment Act 1997, Equality Act 2010 and Data Protection Act 2018) to allow trainee mediators to identify where the line of criminality is (criminality cannot be mediated).
  - l) How to identify situation/impact/needs/goals;
  - m) Skills test and certification (ILM accreditation);
  - n) Feedback from participants (at least 80% response rate to be achieved); and
  - o) Feedback from instructor to participants.

### **3.3. CPD**

- 3.3.1. Provision of ILM accredited CPD activities including, but not limited to:

- a) Bespoke training sessions and workshops (online or face-to-face, format agreed in advance with CA on case-by-case basis).
- b) Speaking/ presenting at in-house conferences, seminars and webinars as and when required.

### **3.4. Additional information**

- 3.4.1. There will be other documented guidance supporting the key JSPs and policies, which may change during the lifespan of the contract. The SP must work with the CA to reflect any changes in their service provision. This information will be provided by the CA's point of contact in advance of changes coming into effect.
- 3.4.2. Guidance and policies might differ between different MOD TLBs (and the requirement in 3.1.13 regarding other UK Gov organisations policies). The SP should work with CA and tailor their services to accommodate these variances.
- 3.4.3. The SP must display agility by responding quickly to changes and improving on any negative feedback received.
- 3.4.4. The SP will provide escalation/complaints mechanism accessible for the involved parties if they are dissatisfied with the conduct of the mediator or the mediation process, training or workshop. Data on this should be provided as part of the quarterly reporting.
- 3.4.5. Billing for completed mediations to be processed by the SP using specific MOD (or other government departmental systems if applicable) procedures. The services will be paid for by individual commissioning business areas nominated within the CA's organisation. The CA point of contact must be provided with a monthly billing report information.

## **4. SAFETY AND ENVIRONMENT PROVISION**

- 4.1. The SP is to deliver the above services face-to-face or remotely, depending on CA's requirement. This should be agreed at the time of commissioning. Where mediation, training or workshop facilitation needs to be conducted in person (face-to-face) at MOD establishments, the SP and their representatives shall comply with all MOD health and safety, and environmental requirements.

## **5. HOURS OF OPERATION**

- 5.1. The service will operate between 0900hrs to 1700hrs Monday to Friday for personnel in UK mainland. Noting some personnel may have alternative working patterns flexibility will be required from the SP.
- 5.2. For personnel overseas on enduring operations, flexibility will be required to accommodate different time zones to ensure effective delivery of services.

## **6. DEFINITION OF SERVICE**

### **6.1. Mediation service**

- 6.1.1. Mediator(s) to offer availability within two working days of allocation.
- 6.1.2. The SP will provide mediators suitably qualified and experienced in military and civilian workplace mediation practise and foundation awareness of BHDV.
- 6.1.3. When required, the SP should offer either female or male mediators, as well as mediators from different backgrounds in cases where there are clear and specific concerns on achieving best outcome.
- 6.1.4. In cases when travel to MOD site is required, the travel and subsistence costs must be agreed with the CA prior to the meeting and will be covered by the CA Business Unit

which has requested the intervention. This will be in accordance with the CA travel and subsistence policy.

6.1.5. Where face-to face mediation is required, the SP should provide mediators who can be on-site anywhere in the UK within three working days of a request being received.

6.1.6. The SP should ensure that each mediator has access to a fully secure, protected, and encrypted laptop to manage their assigned cases operating on the SP's corporate IT systems.

6.1.7. At the agreed conclusion of the mediation, the SP must securely erase all MOD Personnel data processed on their IT systems.

6.1.8. The SP is to manage any electronic paperwork in accordance with an agreed process with the CA. No hard copies of data should be produced (this includes printing, paper notes etc) apart from participant feedback forms for mediation, training or workshops. All paper data to be destroyed in accordance with Data Retention Schedule (to be agreed).

6.1.9. The SP must ensure that the mediators are prepared to deliver each mediation within the set timeframes laid out in the agreed KPIs.

## **6.2. Workplace mediation training delivery**

6.2.1. The course shall equip military and civilian staff with the necessary skills to enable them to act as mediators to an externally accredited ILM standard.

6.2.2. The training must be tailored to the workplace environment of the trainees – some aspects of conflict resolution and mediation in a military context differ to those in the civilian context.

6.2.3. The SP shall be able to provide training at 10 days' notice. Size of the training group to be agreed on an individual basis.

6.2.4. The SP will be required to provide high-quality training materials for the course.

6.2.5. The SP will co-operate with any MOD performance review, evaluating any training that they have designed, delivered, or have been involved in monitoring.

6.2.6. For training requiring practical skills exercises, a ratio of 1 instructor to 4 students should be maintained.

6.2.7. CA reserves the right to cancel any training event with SP with 5 days' notice with no financial consequences.

## **6.3. Continuous Professional Development activities**

6.3.1. The Supplier shall provide ILM accredited CPD (Continuous Professional Development) training in consultation with sS (Single Services) mediation representatives.

6.3.2. CPD activities requiring practical skills exercises a ratio of 1 instructor to 4 students should be maintained.

6.3.3. CPD activities must be tailored to the workplace environment of the trainees – some aspects of conflict resolution and mediation in a military context differ to those in the civilian context.

6.3.4. CA reserves the right to cancel any CPD event with SP with 5 days' notice financial consequences.

## **6.4. Key Performance Indicators**



#### **6.4.1. Mediation service**

- a) All cases to be allocated to a mediator within two working days (day of request receipt counts as day zero up until 1700hrs.)
- b) Mediator(s) to offer availability within two working days of allocation.
- c) 100% of participants to receive the feedback collection form
- d) Feedback response rate of 80%
- e) 80% of respondents would recommend the service to their colleagues.

#### **6.4.2. Mediation training delivery**

- a) 80% of delegates to pass the assessment on first attempt.
- b) 100% of participants to receive the feedback collection form.
- c) Feedback response rate of 80%.
- d) 80% of respondents would recommend the training to their colleagues.

#### **6.4.3. CPD**

- a) 80% of delegates to pass the assessment on first attempt.
- b) 100% of participants to receive the feedback collection form.
- c) Feedback response rate of 80%.
- d) 80% of respondents would recommend the training to their colleagues.

### **7. MONITORING OF SERVICE**

The SP shall provide reporting to the CA with an overarching organisational report and separate dashboards for each Service (Royal Navy, Army, RAF, UKStratCom, CS and DE&S) and relevant government departments on a quarterly basis. The SP will meet with CA representatives and nominated service stakeholders regularly to discuss performance and potential service improvement opportunities. The reports should contain but not limited to:

#### **7.1. Mediation service MI (Management Information)**

- a) Number of cases allocated within two working days;
- b) Number of initial meetings with all involved parties within two working days of mediator(s) allocation.
- c) Mediation outcome: a success, a partial success or failed to resolve the dispute.
- d) Number of cases which have missed the KPIs and reasons;
- e) Demographic details of complainants and respondents:
  - i. Service: Royal Navy, Army, RAF, Civil Service, UKStratCom, DIO and DE&S
  - ii. Unit/brigade/Group/Business Area
  - iii. Grade/Rank (Broader banded (CS and OR/OF scales))
  - iv. Protected characteristics (i.e. gender, race)
- f) Geographical locations
- g) Feedback score (feedback via MS Teams if online, and paper based if face-to-face)

## 7.2. Mediation training and CPD MI

- a) Number of training sessions, webinars or workshops delivered and number of students per session.
- b) Demographic details of trainees as per 7.1.e
- c) Feedback score (feedback via MS Teams if online, and paper based if face-to-face).

## 7.3. Ownership of MI

The MOD retains ownership of all MI and at the end of the contract must confirm to the MOD that it deleted the information. The SP cannot use the MI for any use other than what is detailed in this contract.

## ANNEX A

### LIST OF ABBREVIATIONS

<u>Abbreviation</u>	<u>Definition</u>
BHDV	Bullying, Harassment, Discrimination and Victimisation
CA	Contracting Authority
CPD	Continuing Professional Development
D&I	Diversity and Inclusion
DBS	Defence Business Services
DE&S	Defence Equipment and Support
MI	Management Information
MOD	Ministry of Defence
SP	Service Provider
sS	Single Services (see Tri Services)
TLB	Top Level Budget
Tri-Service	Army, Navy and RAF

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

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p><i>The MOD Staff data will be provided by each MOD TLB as required on call-off basis. The details of personnel who will be using the service will be provided on a need-to-know basis only (e.g. name and email address to book a mediation, schedule a training session or gather feedback). It is not possible to provide more details at this stage.</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><i>Low Farm, Brook Road, Bassingbourn, SG8 5NT</i></p>
<b>Data Subjects</b>	<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>MOD Staff data limited to: full name, rank (if applicable), email address, physical workplace address, telephone number as necessary to schedule and carry out a contract related activity.</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>Full name, rank (if applicable), email address, physical workplace address, telephone number as necessary to schedule and carry out a contract related activity.</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p><i>N/A – no special category data to be processed</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>The processing activities will be limited to gathering and processing the details of personnel who will be using the service. Data is to be deleted by the Contractor upon activity completion.</i></p>
<b>Nature and the purposes of the Processing</b>	<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 on this contract includes collection, use and erasure of data (whether by automated means or not) strictly for the purpose of providing the mediation service, training and other activities related to this contract.</i></p>

<b>Technical and organisational measures</b>	<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>The provider must comply with the requirements of:</i></p> <ul style="list-style-type: none"> <li>• ISO 27001 or IASME</li> <li>• Cyber Essentials Plus</li> <li>• NCSC Cloud Security Principles</li> </ul>
<b>Instructions for disposal of Personal Data</b>	<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>The data is to be retained for the shortest possible period, maximum the duration of the contract related activity. Upon completion of the activity, the Contractor must securely delete the data provided by MOD.</i></p>
<b>Date from which Personal Data is to be processed</b>	<p>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]</i></p> <p><i>November 2022 (exact date TBC)</i></p>

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

## **SC1B Terms & Conditions**



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

## **1 Definitions - In the Contract:**

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

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

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

**Contractor** means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

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

**Hazardous Contractor Deliverable** means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Issued Property** means any item of Government Furnished Assets (GFA), including any material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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

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

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

**Sensitive Information** means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

**Transparency Information** means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000

(FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

## **2 General**

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

## **3 Application of Conditions**

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

## **4 Disclosure of Information**

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

## **5 Transparency**

- a. Notwithstanding any other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.

b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.

c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

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

(1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.

(2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and

(3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

## **6 Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party's representative, and to the address set out in the Contract;

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

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

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:



(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## **7 Intellectual Property**

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

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved. Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 20, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or

of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

(1) DEFCON 15 - including notification of any self-standing background Intellectual Property;

(2) DEFCON 90 - including copyright material supplied under clause 5;

(3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

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

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

## **8 Supply of Contractor Deliverables and Quality Assurance**

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

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

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the Contract.

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

## **9 Supply of Data for Hazardous Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

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

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

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

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

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

#### **10 Delivery / Collection**

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

#### **11 Marking of Contractor Deliverables**

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

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

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

#### **13 Progress Monitoring, Meetings and Reports**

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

#### **14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

#### **15 Dispute Resolution**

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

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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

#### **16 Termination for Corrupt Gifts**

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

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

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

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

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

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

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

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

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the

Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £1m (one million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

a. any liquidated damages (to the extent expressly provided for under this Contract);

b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or underperform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or

sub-contractors;

(4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

d. Please see Annex A for further information

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

DEFCON 531 (SC1)

DEFCON 532 B

DEFCON 630

DEFCON 638

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

## **Schedule 1 – Additional Definitions of Contract**

**Schedule 2 – Schedule of Requirements for Contract No: 704502450**

<b>Deliverables</b>									
<b>Item Number</b>	<b>MOD Stock Reference No.</b>	<b>Part No. (where applicable)</b>	<b>Specification</b>	<b>Consignee Address Code (full address is detailed in DEFFORM 96)</b>	<b>Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)</b>	<b>Delivery Date</b>	<b>Total Qty</b>	<b>Firm Price (£) Ex VAT</b>	
								<b>Per Item</b>	<b>Total inc. packaging (and delivery if specified in the Purchase Order)</b>
<b>1</b>			Firm Price Man/Day Rates (Exc VAT) for Mediation services, for 2 year period from 13 Nov 2022 to 13 Nov 2024					<b>£750</b>	
<b>2</b>			Firm Price Rates (Exc VAT) per course for 8 delegates for Mediator training to OCR Accredited standard, for 2 Year period from 13 Nov 2022 to 13 Nov 2024					<b>£8200</b>	



<b>3.</b>			Firm Price Man/Day Rates (Exc VAT) for Mediation services, for 2 x 12 month extension periods Nov 2024 - Nov 2025 and Nov 2025 – Nov 2026					£790	
<b>4.</b>			Firm Price Rates (Exc VAT) per course for 8 delegates for Mediator training to OCR Accredited standard, for 2 x 12 month extension periods Nov 2024 – Nov 2025 and Nov 2025 – Nov 2026					£8500	
								Total Firm Price	£1,000,000

Item Number	Consignee Address (XY code only)

**Schedule 3 - Contract Data Sheet for Contract No**

<b>Contract Period</b>	Effective Date of Contract: 14 November 2022 The Contract expiry date shall be: 14 November 2024
<b>Clause 6 - Notices</b>	Notices served under the Contract can be transmitted by electronic mail:  Yes <input checked="" type="checkbox"/>  No <input type="checkbox"/>  Notices served under the Contract shall be sent to the following address:  Authority: Room 2.1.02, Kentigern House, 65 Brown Street, Glasgow G2 8EX Contractor:
<b>Clause 8 Supply of Contractor Deliverables and Quality Assurance</b>	Is a Deliverable Quality Plan required for this Contract?  Yes <input type="checkbox"/>  No <input checked="" type="checkbox"/>  If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.  <b>Other Quality Assurance Requirements:</b>
<b>Clause 9 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	A completed SC3 Core Plus Schedule "Hazardous Articles, Materials or Substance Statement", and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:  a) The Authority's Representative (Commercial)  b) <a href="mailto:DSA-Land-MovTpt-DGHSIS@mod.uk">DSA-Land-MovTpt-DGHSIS@mod.uk</a>  or if only a hardcopy is available to:  a) The Authority's Representative (Commercial)  b) Hazardous Stores Information System (HSIS)

	<p>Defence Safety Authority (DSA)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
<b>Clause 12 - Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p>
<b>Clause 13 - Progress Monitoring</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type:</p> <p>Frequency:</p> <p>Location:</p>
<b>Clause 13 - Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>Type:</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address:</p>

## Schedule 4 - Appendix - Addresses and Other Information

**1. Commercial Officer**

Name:

Address: Room 2.1.02, Kentigern House, 65 Brown Street, Glasgow G2 8EX

Email:

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

**2. Project Manager, Equipment Support Manager or PT Leader**

(from whom technical information is available)

(from whom technical information is available)

Name: People-Sec-Diversity Policy 1

Address: MOD Main Building, 06.K.22, Whitehall, London, SW1A 2HB

Email: [People-Sec-DiversityPeople1@mod.uk](mailto:People-Sec-DiversityPeople1@mod.uk)**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

Organisation &amp; point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

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

**Branch/Name:**

**Tel No:**

**(b) U.I.N.**

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**5. Drawings/Specifications are available from**

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

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**

(where no address is shown the mauve copy should be destroyed)

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs  
Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**7. Quality Assurance Representative:**

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

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

**NOTES**

**1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

**2.\*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolki>

<https://www.dstan.mod.uk/> [extranet, registration needed].

[t/index.htm](#)

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

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

Contract No: 704502450
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 5 – Notification of Intellectual Property Rights (IPR) Restrictions (i.a.w. Clause 7) for Contract No. PART A – Notification of IPR Restrictions**

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

\* 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 Schedule 5)

