

Contract Number G100657

For the Provision of Physics PhD for [REDACTED]

Between

[REDACTED]

and

Defence Science and Technology Laboratory (Dstl)

This Contract is made

BETWEEN (1) **THE SECRETARY OF STATE FOR DEFENCE ACTING THROUGH THE DEFENCE SCIENCE AND TECHNOLOGY LABORATORY (Dstl)**, Porton Down, Wiltshire SP4 0JQ (“the Authority”)

AND (2) [REDACTED] (“the Contractor”)

1. The Contractor shall provide the Services described in the Scope of Work, in accordance with the Terms and Conditions of Contract (as detailed below).
2. The Contract shall come into effect on 10th April 2019 to 17th March 2023.
4. If there is a conflict between the documents described in Item 1 above, the order of precedence shall be:
 1. The Contract
 2. The Contractors Proposal – Funding Arrangements Annex A

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SCOPE OF WORK AND PRICING

Item No.	Description	Firm Price £ (exc. VAT)
1	The Provision of The PhD in Physics is a full-time period of research which introduces or builds upon, research skills and specialist knowledge.	[REDACTED] This includes 3 years' student fees and some other line-items.
2	Please also refer to Annex A of the contract.	
3	The contract will run from 10 th April 2019 until 17 th March 2023.	

In order to obtain payment the Contractor shall:

1.1.1. Send a PDF copy of the invoice to the Dstl Demand Owner. Box 2 of the Appendix to the Contract

Invoices must quote the Contract Reference Number (where applicable).

The Authority shall pay all properly submitted invoices within 30 days of receipt of invoice.

SCHEDULE 2

TERMS AND CONDITIONS

Dstl STANDARD CONDITIONS OF PURCHASE

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 08:00 to 16:00 Monday to Thursday and 08:00 to 15:00 on Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions of this purchase order, 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 purchase order;

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 purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which the Contractor has accepted the order via email confirmation;

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

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;

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

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 or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority: (1) the terms and conditions of this purchase order;

(2) the documents expressly referred to in the purchase order lines.

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 under the Contract.

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 13 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 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

- a. Both Parties shall keep in confidence all information received from the other Party under or in connection with the Contract. Neither Party shall disclose any such information to a third Party for a period of 5 years without the prior written consent of the other Party (which shall not be unreasonably withheld), except where:
- (1) the information is already in the public domain;
 - (2) the information is already in the possession of the other Party without restriction as to its disclosure;
 - (3) the information is received from a third Party who lawfully acquired it without restriction as to its disclosure;
 - (4) the Contractor discloses the information to its employees, agents or sub-contractors to the extent necessary for the performance the Contract, provided that disclosure is subject to similar obligations of confidentiality; or
 - (5) either Party can show that any disclosure of information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation, including the Authority's obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

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 purchase order;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or 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 16:00 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 up to a total amount of monies received under this agreement.

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. The Parties acknowledge that the Student is a member of staff at DSTL and any claim or allocation of Arising Intellectual Property developed by the Student per clause 1.1.3 shall be determined by them in the context of that pre-existing relationship.

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 purchase order.

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 purchase order.

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 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 purchase order: (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. Any relevant certification markings and other prescribed information shall be marked on the packaging in accordance with the relevant Legislation, regulation or policy.

c. As soon as possible and in any event within the period specified in the purchase order (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 purchase order:

(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 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; and

(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); 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.

10 Delivery / Collection

a. The purchase order 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 thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

d. Each consignment of the Contractor Deliverables shall be accompanied by a delivery note and be delivered within the hours specified as the Business Day.

11 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

12 Payment

a. Payment for Contractor Deliverables under the Contract shall be due 30 days following receipt of the Contractor Deliverables or the correct invoice, whichever is the later.

b. 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.

c. 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.

13 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 13.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.

14 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 Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an 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 14.a. the Authority shall: (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to): (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

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

c. Where the Contract has been terminated under Clause 14.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.

15 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 15 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.

16 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.

17. Publication (Academia)

a. The Authority and the Contractor agree that it is a mutual aim of each Party that the Contractor publishes the results of work conducted under this Contract to the maximum extent possible, subject always to the publication requirements and appropriate protection of the Parties Intellectual Property. The Contractor may publish the Results or any part of it, provided that the Contract, or the pertinent work package within the Contract, is 'OFFICIAL', unless exceptionally the Authority considers that the publication is not in the national interest. The Contractor shall give written prior notice of intended publication to the Authority and allow 45 Business Days for the Authority to raise an objection on national interest grounds. In the absence of such an objection from the Authority within this period, the Contractor shall be entitled to proceed with publication. In achieving this aim the Parties will consider issues relating to publication of the results in any review of the scope of the work under the Contract and where possible adjust the work to accommodate such issues. Any such adjustment to the scope of the work will be mutually agreed and shall aim to maintain the academic rigour of the project whilst still meeting the Authorities purpose of the Contract.

b. Neither the Contractor nor the Authority shall make use of the other's name or any of the other party's customers or agents of any information obtained under the Contract for publicity purposes without the prior written consent of the other party.

18. COVID-19: Extension of time and relief from performance

1. The Parties recognise that the continuance of the COVID-19 pandemic may have an adverse impact on the ability of the Contractor to perform its obligations under this Contract. The Contractor shall not therefore be in breach of its obligations under this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.

2. The Contractor shall immediately notify the Authority in writing that the continuance of the COVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under the Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.

3. Subject to sub-clause 4 below, the Contractor shall be entitled to request an appropriate period of:

a. additional time for performing; and/or

b. relief from other contractual consequences, of late or non-performance of such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under the Contract.

4. The maximum period of additional time and/or for which relief will be granted under this clause shall be limited to 6 months, after which the Authority may terminate the Contract on giving 20 days' notice in writing to the Contractor. On termination of the Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.

19. Overseas Contractors shall comply with the provisions of equivalent regulations and codes of practice as applicable, unless specifically outlined as a requirement in to Annex A.

SCHEDULE 3

ADDITIONAL TERMS AND CONDITIONS

The following Defence Conditions (DEFCONs) shall apply to this Contract:

DEFCON 76	Edn 06/21	Contractor's Personnel at Government Establishments Contractor's Personnel At Government Establishments [36KB PDF] [Opens in new window]
DEFCON 514A	Edn 03/16	Failure Of Performance Under Research and Development Contracts Failure Of Performance Under Research and Development Contracts [33KB PDF]
DEFCON 524	Edn 02/20	Rejection Rejection [35KB PDF]

DEFCON 525	Edn 10/98	Acceptance For the Purposes of this Contract the period for acceptance and rejection of deliverables shall be 30 days. Acceptance [12KB PDF]
DEFCON 531	Edn 11/14	Disclosure of Information Disclosure Of Information [26KB PDF]
DEFCON 532A	Edn 04/20	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority) Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority) [21KB PDF]
DEFCON 601	Edn 04/14	Redundant Material Redundant Materiel [20KB PDF]
DEFCON 608	Edn 07/21	Access and Facilities to be Provided by the Contractor Access And Facilities To Be Provided By The Contractor [13KB PDF]
DEFCON 611	Edn 02/16	Issued Property Issued Property [26KB PDF]
DEFCON 612	Edn 06/21	Loss of or Damage to the Articles Loss Of Or Damage To The Articles [12KB PDF]
DEFCON 632	Edn 06/12	Third Party Intellectual Property - Rights and Restrictions Third Party Intellectual Property - Rights and Restrictions [46KB PDF]
DEFCON 658	Edn 10/17	Cyber Third Party Intellectual Property - Rights and Restrictions [46KB PDF] the Cyber Risk Profile for the contract
DEFCON 694	Edn 07/21	Accounting for Property of the Authority Accounting For Property Of The Authority [54KB PDF]
DEFCON 703	Edn 06/21	Intellectual Property Rights – Vesting In The Authority Intellectual Property Rights - Vesting In The Authority [25KB PDF]
DEFCON 539	Edn 08/13	Transparency [18KB PDF]

ANNEX A – FUNDING ARRANGEMENTS

[REDACTED]

APPENDIX – ADDRESSES AND OTHER INFORMATION

Appendix - Addresses and Other Information

Box 1

Dstl Commercial Services:

[REDACTED]

[REDACTED]

Dstl Portsdown West

C036 West Court, Portsdown Hill Road

Fareham Hampshire PO17 6AD

Tel: [REDACTED]

e-mail: [REDACTED]

Box 2

DSTL Demand Owner:

[REDACTED]

[REDACTED]

Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ

Tel: [REDACTED]

e-mail: [REDACTED]

<p>Box 3</p> <p>Drawings/Specifications are available from:</p> <p>N/A</p>	<p>Box 4</p> <p>Quality Assurance Representative</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit http://dstan.uwh.dif.r.mil.uk/ [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>
<p>Box 5</p> <p>Bill Paying Branch:</p> <p>The Contract Number must be shown on all invoices</p> <p>As Box 2</p>	<p>Box 6</p> <p>Consignment Instructions:</p> <p>The items are to be consigned as follows:</p> <p>As Box 2</p>
<p>Box 7</p> <p>Public Accounting Authority</p> <p>For Government Furnished Assets issued or to be held by the Contractor shall be the DSTL Demand Owner at Box 2</p>	<p>Box 8</p> <p>Notes:</p> <p>The DEFCONs are available on the Internet at: https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</p> <p>VAT Guidance Note No 3 s should be consulted.</p>