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**SCHEDULE 1 – ADDITIONAL DEFINITIONS OF CONTRACT FOR CONTRACT No: DSTLX-1000163601**

1. Invoicing

The Contract Number and Purchase Order Number must be shown on all invoices and sent to:

Dstl Accounts Payable, PO Box 325,  
Portsmouth West, Portsmouth Hill Road,  
FAREHAM, HAMPSHIRE, PO14 9HL  
Tel: 01980 950001  
Fax: 01980 958118

Invoices for payment may be submitted via PDF to [accountspayable@dstl.gov.uk](mailto:accountspayable@dstl.gov.uk)

Notwithstanding the provisions of Clause 14(a) of the terms and conditions, the Contractor will not be required to register for CP&F unless notified otherwise by the Authority.

Payment shall be quarterly in arrears in accordance with the firm price agreed.

## SCHEDULE 2 - SCHEDULE OF REQUIREMENTS FOR CONTRACT NO: DSTLX-1000163601

Contractor Deliverables					
Item Number	Specification	Delivery Date	Total Qty	Price (£) Ex VAT	
				Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	Base Period Task 1-2 Presentation	28 February 2022	1	[REDACTED]	[REDACTED]
2	Base Period Task 1-3 Report	31 March 2022	1	[REDACTED]	[REDACTED]
Total Price					\$136,873

**SCHEDULE 3 – CONTRACT DATA SHEET FOR CONTRACT NO: DSTLX-1000163601**

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<b>Clause 18 – Termination for Convenience</b>	<p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be                      Business Days</p>
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## Appendix - Addresses and Other Information

## Appendix - Addresses and Other Information

## Box 1

## Dstl Commercial Services:

[REDACTED]

Commercial Manager

Dstl Porton Down

Salisbury

Wiltshire SP4 0JQ

Dstl Tel: [REDACTED]

e-mail: [REDACTED]@dstl.gov.uk

## Box 2

## Dstl Demand Owner:

Technical information is available from:

[REDACTED]

Associate Project Manager

Dstl Porton Down

Salisbury

Wiltshire SP4 0JQ

Dstl Tel: [REDACTED]

e-mail: [REDACTED]@dstl.gov.uk

## Box 3

Drawings/Specifications are available from:  
See box 2

## Box 4

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

## Box 5

## Bill Paying Branch:

The Contract Number must be shown on all invoices

Dstl Accounts Payable

PO Box 325

Portsmouth West, Portsmouth Hill Road

FAREHAM, HAMPSHIRE, PO14 9HL

United Kingdom

Tel: 01980 950001

Fax: 01980 958118

Invoices for payment may be submitted via e-mail in PDF format to [accountspayable@dstl.gov.uk](mailto:accountspayable@dstl.gov.uk)

## Box 6

## Consignment Instructions:

## Box 7

## Public Accounting Authority

For Government Furnished Assets issued or to be held by the Contractor shall be the Dstl Demand Owner at Box 2

## Box 8

## Notes:

The DEFCONs are available on the Internet at:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

Where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted.

**SCHEDULE 5 - CONTRACT CHANGE CONTROL PROCEDURE (I.A.W. CLAUSE 3.C) FOR CONTRACT NO: DSTLX-1000163601**

**1. Authority Changes**

Subject always to Condition 3 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clause 3 below.

**3. Contractor Change Proposal**

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
  - (1) the effect of the Change on the Contractor's obligations under the Contract;
  - (2) a detailed breakdown of any costs which result from the Change;
  - (3) the programme for implementing the Change;
  - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
  - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

**4. Contractor Change Proposal – Process and Implementation**

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - (1) evaluate the Contractor Change Proposal;
  - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 3 (Amendments to Contract); or
  - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

**5. Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

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**SCHEDULE 6 - CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION FORM (I.A.W. CLAUSE 5) FOR CONTRACT NO: DSTLX-1000163601**

Contract No:
Description of Contractor's Commercially 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 7 –STATEMENT OF REQUIREMENT FOR CONTRACT NO: DSTLX-1000163601**

**Summary**

This project aims to continue investigating through-barrier inactivation of bacterial spores using ultrasonic transducers that operate at higher frequencies than previously used. This new work will exploit the destructive effects of mechanical resonance offered by these higher frequency transducers (in addition to cavitation).

**Requirement**

Conduct work as proposed in “Dstl Additional Work Proposal”. In brief,

Task 1: Acquire a commercial megasonic laboratory bench top transducer unit

- Acquire the QUAVA mini reactor (three transducers), power generator and stainless-steel bath

Task 2: Characterize the bench top megasonic unit at the three different frequencies

- Measure the cavitation power changes over the bath temperature
- Characterize the location in the bath that provides the greatest cavitation power and / or enables mechanical resonance of spores
- Determine the cavitation energy produced at each test frequency
- Identify best approach for exposing spores to ultrasonic frequencies that produce cavitation fields and/or enable mechanical resonance.

Task 3: Conduct biological kill efficacy testing using commercially available bacterial spore suspensions (*B. subtilis*)

- Formulate test plan based on outputs to Task 2 for biological efficacy testing for review and approval by Dstl
- Determine the conditions that kill bacterial spores by exposing spore suspensions to the ultra/megasonic fields (frequency and power density) for a given time
- Determine the extent of mechanical resonance produced at each test frequency
- Investigate whether spore size changes are due to megasonic treatment

*The contract will run for 5 months with the option to conduct follow-on work if Task 3 demonstrates sufficient levels of bacterial spore kill.*

**Options or follow-on work**

**Task 4:** Conduct biological kill efficacy testing against commercially available vegetative bacterial suspensions

*If Task 4 demonstrates sufficient levels of vegetative bacterial suspensions, the option to conduct testing against *B. thuringiensis* (cry -) either at TDA, or at Dstl utilising TDA’s technical advice, will be made:*

Task 5 a: Conduct biological kill efficacy testing against *B. thuringiensis* (cry -) growth medium suspensions

or

Task 5 b: Provide technical advice to Dstl whilst they conduct biological kill efficacy testing against *B. thuringiensis* (cry -) growth medium suspensions



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<b>Deliverables &amp; Intellectual Property Rights (IPR)</b>						
<b>Ref.</b>	<b>Title</b>	<b>Due by</b>	<b>Format</b>	<b>Expected classification (subject to change)</b>	<b>What information is required in the deliverable</b>	<b>IPR DEFCON/ Condition</b> <i>(Commercial to enter later)</i>
Base Period – D1	Presentation of Results	T0 + 3 months	MS Teams teleconference	Official	Presentation of findings from Task 1-2 Presentation of test plan for Task 3	<i>DEFCON 705 shall apply</i>
Base Period – D2	Technical Report	T0 + 5 months	Written report on customer template	Official	Report on findings from Task 1-3	<i>DEFCON 705 shall apply</i>
Base Period – D3	Monthly project progress reviews	T0 + 1-5 months	MS Teams teleconference	Official	Review to include but not limited to: • Update on technical progress • Risks/issues • Issue of meeting slides post-call	<i>DEFCON 705 shall apply</i>
Option Period – D3	Addendum Technical Report	T0 + 2 months	Written report on customer template	Official	Addendum to Base Period Report providing findings from Task 4 - Operating Guidance for instrumentation (either within final report or as separate document)	<i>DEFCON 705 shall apply</i>
Option Period – D4	Addendum Technical Report	T0 + 2 months	Written report on customer template	Official	Addendum to Base Period Report providing findings from Task 5	<i>DEFCON 705 shall apply</i>
Option Period – D5	Technical advice	T0 + 3 months	MS Teams teleconference	Official	Provision for up to 3 additional calls during the project as needed	<i>DEFCON 705 shall apply</i>

### Standard Deliverable Acceptance Criteria

The report shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results achieved and must cover all the areas outlined in 'requirements' in section 1.4 above, and also meet the following requirements:

- The review will be written in a user defined template, acceptable to the authority, to a standard of a peer-reviewed article e.g. publication of a peer reviewed technical journal, or as detailed in the Defence Research Reports Specification (DRRS) which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MoD (<https://www.gov.uk/guidance/submit-a-report-to-athena#defence-research-report-specification>)
- The technical detail shall be sufficient to permit independent reproduction of any such process or system.
- All reports shall be free from spelling and grammatical errors, contain a full bibliography of all the sources used.

### Specific Deliverable Acceptance Criteria

The deliverables will be reviewed and accepted by the Dstl project team at Dstl using appropriate technical specialists, assessed against the criteria outlined in the requirement.4). Dstl will endeavour to return comment on the deliverable within 2 weeks of receipt.

Failure to comply with the above may result in the Authority rejecting the deliverables and requesting re-work before final acceptance.

### Cyber

Cyber Risk level                      Not applicable  
Cyber Risk assessment 940548010

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**SCHEDULE 8 - DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT) FOR  
CONTRACT NO: DSTLX-1000163601**

Ministry of Defence  
Design Rights and Patents (Sub-Contractor's Agreement)

THIS AGREEMENT is made the [xxx] day of 20[xx]

BETWEEN [xxxxxx]

whose registered office is at [xxxxxxx]  
(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR  
DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with [xxxxx] (hereinafter called "the main contractor") a contract bearing the reference number [xxxxx] (hereinafter called "the main contract") for [xxxxx] the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

- 1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
- 2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

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IN WITNESS whereof the parties hereto have set their hands the day and years first before written  
Signed on behalf of  
the Sub-Contractor  
(in capacity of [xxxxxx] )

Signed on behalf of [xxxxxxx]  
The Secretary of  
State for Defence

**THE FIRST SCHEDULE**

The Sub-Contract Items are:-

[xxxxx]

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**THE SECOND SCHEDULE**

The Clauses which apply to this Agreement are:-

[xxxxx]

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

**SCHEDULE 9 – LIMITATIONS ON LIABILITY FOR CONTRACT No: DSTLX-1000163601**

**1. Limitations on Liability**

**Definitions**

1.1 In this Condition (1) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning.

“Charges” means any of the charges for the provision of the services, contractor deliverables and the performance of any of the contractor’s other obligations under this contract, as determined in accordance with this contract;

“Data protection legislation” means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

i) The General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) ACT 2018 and the Data Protection, Privacy and Electronic communications (amendments etc) (EU exit) regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

ii) The Data Protection Act 2018;

iii) The Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (Si 2003/2426) as amended; and

iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy [and the guidance and codes of practice issued by the information commissioner’s office which apply to a party];

“Default” means any breach of the obligations of the relevant party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this contract and in respect of which such party is liable to the other. In no event shall a failure or delay in the delivery of an authority responsibility or an activity to be carried out by the authority or its representatives in accordance with the Contract be considered a default;

“Law” means any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Term” means the period commencing on the date on which this contract takes effect and ending on the expiry of date or on earlier termination of this contract.

**Unlimited liabilities**

1.2 Neither Party limits its liability for:

- 1.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 1.2.2 fraud or fraudulent misrepresentation by it or its employees;
- 1.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 1.2.4 any liability to the extent it cannot be limited or excluded by law.

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- 1.3 The financial caps on the Contractor's liability set out in Clause 1.5 below shall not apply to the following:
- 1.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to: Not applicable
  - 1.3.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 12 (Third Party IP – Rights and Restrictions);
  - 1.3.3 the Contractor's indemnity in relation to TUPE at Schedule Not applicable
  - 1.3.4 breach by the Contractor of DEFCON 532A Not applicable
- 1.4 The financial caps on the Authority's liability set out in Clause 1.6 below shall not apply to the following:
- 1.4.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to [list DEFCONs including 514A and condition 17]; and
  - 1.4.2 the indemnity given by the Authority in relation to TUPE under Schedule [ (TUPE)] shall be unlimited; and

### Financial limits

- 1.5 Subject to Clauses 1.2 **Error! Reference source not found.** and 1.3 and to the maximum extent permitted by Law:
- 1.5.1 [throughout the Term] the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:
    - (i) in respect of DEFCON 76 (ISC) £0;
    - (ii) in respect of DEFCON 514 £75,000 in aggregate;
    - (iii) in respect of DEFCON 611 (ISC) £0;
    - (iv) in respect of DEFCON 612 £0, and
    - (v) in respect of other £180,000
  - 1.5.2 without limiting Clause 1.5.1 and subject always to Clauses 1.2, 1.3, 1.3.5 and 1.5.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with not applicable and not applicable, whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be £255,000 in aggregate.
  - 1.5.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.5.1 and 1.5.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.5.1 and 1.5.2 of this Contract.
- 1.6 Subject to Clauses 1.2, 1.4, 1.4.3 and 1.7, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.
- 1.7 Clause 1.6 shall not exclude or limit the Contractor's right under this Contract to claim for this Charges.

### Consequential loss

- 1.8 Subject to Clauses 1.12 1.3 and 1.9, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:
- 1.8.1 indirect loss or damage;
  - 1.8.2 special loss or damage;
  - 1.8.3 consequential loss or damage;

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- 1.8.4 loss of profits (whether direct or indirect);
- 1.8.5 loss of turnover (whether direct or indirect);
- 1.8.6 loss of business opportunities (whether direct or indirect); or
- 1.8.7 damage to goodwill (whether direct or indirect),

*even if that Party was aware of the possibility of such loss or damage to the other Party.*

- 1.9 The provisions of Clause 1.8 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:
  - 1.9.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:
    - (i) to any third party;
    - (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
    - (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
  - 1.9.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;
  - 1.9.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);
  - 1.9.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;
  - 1.9.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);
  - 1.9.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;
  - 1.9.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);
  - 1.9.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or
  - 1.9.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

### Invalidity

- 1.10 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

### Third party claims or losses

- 1.11 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and

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Condition 12 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

- 1.11.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and
- 1.11.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

**No double recovery**

- 1.12 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.