



Ministry  
of Defence

## STSP DCC Lethality Team

**Contract No: 700008218**

**For:**

## Beechwood Combined Services for Optical Sights

<p>Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland</p> <p><b>Team Name and address:</b></p> <p>MOD ABBEY WOOD (SOUTH) STSP-DCC-LETHALITY [REDACTED]</p> <p><b>E-mail Address:</b> REDACTED</p> <p><b>Telephone Number:</b> REDACTED</p> <p><b>Facsimile Number:</b></p>	<p>And</p> <p><b>Contractor Name and address:</b></p> <p>BEECHWOOD EQUIPMENT LIMITED [REDACTED]</p> <p><b>E-mail Address:</b> REDACTED</p> <p><b>Telephone Number:</b> REDACTED</p> <p><b>Facsimile Number:</b></p>
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## Standardised Contracting Terms

### SC2 - GENERAL CONDITIONS

#### 1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
  - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
  - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
  - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
  - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
  - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
  - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
  - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
  - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
  - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
  - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
  - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

#### 2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

#### 3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations,

representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

#### **4. Governing Law**

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
  - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
    - “a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
    - b. Subject to condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
    - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”
  - Clause 40.b shall be amended to read:
    - “In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”
  - e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
  - f. Each Party agrees with each other Party that the provisions of this condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
  - g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

## **5. Precedence**

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
- (1) Conditions 1 - 44 (and 45 - 47, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
  - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
  - (3) the remaining Schedules; and
  - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition 40 (Dispute Resolution).

## **6. Amendments to Contract**

- a. Except as provided in condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

## **7. Variations to Specification**

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:
- (1) fit, form, function or characteristics of the Contractor Deliverables;
  - (2) the cost;
  - (3) Delivery Dates;
  - (4) the period required for the production or completion; or
  - (5) other work caused by the alteration, shall be the subject to condition 6
- (Amendments to Contract). Each amendment under condition 6 shall be classed as a formal change.

## **8. Authority Representatives**

- a. Any reference to the Authority in respect of:
- (1) the giving of consent;
  - (2) the delivering of any Notices; or
  - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine

whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition 6 (Amendments to Contract).

## **9. Severability**

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

(1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

## **10. Waiver**

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

## **11. Assignment of Contract**

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

## **12. Third Party Rights**

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

## **13. Transparency**

a. Subject to clause 13.b but notwithstanding condition 14 (Disclosure of Information), 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 13.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, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.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 condition 13 shall affect the Contractor's rights at law.

## **14. Disclosure of Information**

a. Subject to clauses 14.d, 14.e, 14.h and condition 13 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

- (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
  - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
  - (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
  - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
  - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
  - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
  - (3) can show:
    - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
    - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
    - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
    - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.
- f. The Authority may disclose the Information:
  - (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
  - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
  - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
  - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
  - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
  - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract; and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

- g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.
- h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.
- i. Nothing in this condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

#### **15. Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

#### **16. Change of Control of Contractor**

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority.

Notices shall be submitted to:

Mergers & Acquisitions Section  
Strategic Supplier Management Team  
Spruce 3b # 1301  
MOD Abbey Wood,  
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this condition.

#### **17. Environmental Requirements**

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive

environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

#### **18. Contractor's Records**

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
  - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
  - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 1 of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
  - (1) the end of the Contract term;
  - (2) termination of the Contract; or
  - (3) the final paymentwhichever occurs latest.

#### **19. Notices**

- a. A Notice served under the Contract shall be:
  - (1) in writing in the English Language;
  - (2) authenticated by signature or such other method as may be agreed between the Parties;
  - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
  - (4) marked with the number of the Contract; and
  - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
  - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
  - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
  - (3) if sent by facsimile or electronic means:
    - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
    - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

#### **20. Progress Monitoring, Meetings and Reports**

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.



b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

## **SUPPLY OF CONTRACTOR DELIVERABLES**

### **21. Supply of Contractor Deliverables and Quality Assurance**

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
- (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
- (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

### **22. Marking of Contractor Deliverables**

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

### **23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
- (3) The Contractor shall ensure all relevant information necessary for the effective

performance of the Contract is made available to all subcontractors.

(4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:

- (1) The Contractor shall provide Packaging which:
  - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
  - (b) is labelled to enable the contents to be identified without need to breach the package; and
  - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
  - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
  - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
  - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.

c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

- (1) The Health and Safety At Work Act 1974 (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation Order.

e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:

- (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.

- (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg  
MOD Abbey Wood  
Bristol, BS34 8JH  
Tel. +44(0)30679-35353

DESSEOCSCP-SptEng-PKg@mod.uk

- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
  - (1) If the Contractor or their subcontractor is the PDA they shall:
    - (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
    - (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
      - i. a list of all SPIS which have been prepared or revised against the Contract; and
      - ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
    - (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
  - (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
  - (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
  - (4) Where the Contractor or their subcontractor is not a PDA but is registered, he shall follow clauses 23.g(1)(a) and 23.g(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
  - (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
    - (a) Labels giving the mass of the package, in kilograms, shall be placed such that

they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

- i. name and address of consignor;
- ii. name and address of consignee (as stated in the Contract or order);
- iii. destination where it differs from the consignee's address, normally either:
  - (i). delivery destination / address; or
  - (ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;
- iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
  - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.I.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

- (a) description of the Contractor Deliverable;
- (b) the full thirteen digit NATO Stock Number (NSN);
- (c) the PPQ;
- (d) maker's part / catalogue, serial and / or batch number, as appropriate;
- (e) the Contract and order number when applicable;
- (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- (g) shelf life of item where applicable;
- (h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).

l. The requirements for the consignment of aggregated packages are as follows:

(1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.

(2) Two adjacent sides of the outer container shall be clearly marked to show the following:

- (a) class group number;
- (b) name and address of consignor;
- (c) name and address of consignee (as stated on the Contract or Order);
- (d) destination if it differs from the consignee's address, normally either:

- i. delivery destination / address; or
  - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
- (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
- (f) the CP&F-generated shipping label; and
- (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

#### **24. Supply of Hazardous Materials or Substances in Contractor Deliverables**

- a. The Contractor shall provide to the Authority:
- (1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and
  - (2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.
- Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:
- (1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect

the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

(1) activity;

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)  
Defence Safety Authority (DSA)  
Movement Transport Safety Regulator (MTSR)  
Hazel Building Level 1, #H019  
MOD Abbey Wood (North)  
Bristol, BS34 8QW

(2) Emails to be sent to:

DSA-DLSR-MovTpt-DGHSIS@mod.uk

i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43.

## **25. Timber and Wood-Derived Products**

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

(1) shall comply with the Contract Specification; and

(2) must originate either:

(a) from a Legal and Sustainable source; or

(b) from a FLEGT-licensed or equivalent source.

- b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:
- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
  - (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
  - (3) safeguarding the basic labour rights and health and safety of forest workers.
- c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.
- d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.
- e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.
- f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with condition 18 (Contractor's Records).
- g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:
- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
  - (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.
- h. The Authority may disclose the Information:
- (1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
  - (2) verify the forest source of the timber or wood; and
  - (3) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with condition 6 (Amendments to Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with condition 6 (Amendments to Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at [www.forestry.gov.uk](http://www.forestry.gov.uk)) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or

(2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at [www.fao.org](http://www.fao.org)).

## **26. Certificate of Conformity**

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
  - (1) Contractor's name and address;
  - (2) Contractor unique CofC number;
  - (3) Contract number and where applicable Contract amendment number;
  - (4) details of any approved concessions;
  - (5) acquirer name and organisation;
  - (6) Delivery address;
  - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
  - (8) description of Contractor Deliverable, including part number, specification and configuration status;
  - (9) identification marks, batch and serial numbers in accordance with the Specification;
  - (10) quantities;
  - (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.Exceptions or additions to the above are to be documented.
- d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with condition 18 (Contractor Records).

## **27. Access to Contractor's Premises**

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 1 are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

## **28. Delivery / Collection**

- a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.
- b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
  - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
  - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
  - (4) be responsible for all costs of Delivery; and



- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.
- c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:
- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
  - (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
  - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
  - (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and
  - (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
  - (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

## **29. Acceptance**

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
  - (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

## **30. Rejection**

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

## **31. Diversion Orders**

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of

the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

### **32. Self-to-Self Delivery**

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

## **LICENCES AND INTELLECTUAL PROPERTY**

### **33. Import and Export Licences**

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will

consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

- (1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.

h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.

i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.

j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control, that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable

of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the

Contract, the matter shall be handled under the terms of condition 6 (Amendments to Contract) or condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

### **34. Third Party Intellectual Property – Rights and Restrictions**

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This condition shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The Authority may disclose the Information:

e. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

f. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model,

document or information relating to any such invention or design which may be required for that purpose.

g. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

h. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

i. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

k. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

l. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

m. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not

have the right to provide for the purpose of the Contract.

n. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

o. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

p. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

q. Nothing in condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

## PRICING AND PAYMENT

### 35. Contract Price

a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

### 36. Payment and Recovery of Sums Due

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting

any claims for payment under clause 36b 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 36a, 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 36a 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 36c 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.

### **37. Value Added Tax**

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.
- c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.
- d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.
- e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.
- f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both



input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

### **38. Debt Factoring**

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
- (2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

### **39. Subcontracting and Prompt Payment**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

## TERMINATION

### 40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

### 41. Termination for Insolvency or Corrupt Gifts

#### Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
  - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
  - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or

- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

**Corrupt Gifts:**

c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
  - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
- (2) enter 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.

d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:

- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
- (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
- (3) to recover from the Contractor any other loss sustained in consequence of any breach of this condition, where the Contract has not been terminated.

e. In exercising its rights or remedies under this condition, 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 performing, the prohibited act;
- (2) give all 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.

f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

**42. Termination for Convenience**

a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
  - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
  - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
  - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this condition.
- c. Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
    - (a) in the possession of the Contractor at the date of termination; and
    - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
  - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
    - (c) all such unused and undamaged materiel; and
    - (d) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
  - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
- (1) the Contractor taking all reasonable steps to mitigate such loss; and
  - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
  - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
  - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this condition 42.
- g. Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

#### **43. Material Breach**

- a. 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.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:

- (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
- (2) obtaining the Contractor Deliverable in substitution from another supplier.

#### **44. Consequences of Termination**

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

#### **45. Project specific DEFCONs and DEFCON SC variants that apply to this contract**

DEFCON 076 (SC2) (Edn. 11/17) - Contractor's Personnel at Government Establishments

DEFCON 117 (SC2) (Edn. 11/17) - Supply Of Information For NATO Codification And Defence Inventory Introduction

DEFCON 601 (SC) (Edn. 03/15) - Redundant Material

DEFCON 602B (Edn. 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 605 (SC2) (Edn. 11/17) - Financial Reports

DEFCON 624 (SC2) (Edn. 11/17) - Use of Asbestos

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 658 (SC2) (Edn. 11/17) - Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Low, as defined in Def Stan 05-138.

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

DEFCON 812 (Edn. 04/15) - Single Source Open Book

DEFCON 814 (SC2) (Edn. 11/17) - Single Source Confidentiality of Open Book and Reporting Information

DEFCON 815 (Edn. 04/15) - Contract Pricing Statement – Single Source Non-Qualifying Contracts

#### **46. Special conditions that apply to this Contract**

##### **a. Liquidated Damages**

Liquidated Damages will be applied at a rate of 1% of the value of the supply/repair/support deliverable price as set out in the approved Demand Order Form, Repair Request Form or Support Tasking Form for a delay to delivery of 20 Business Days and thereafter at a rate of 1% per 20 Business Days or part thereof delay up to a maximum of 120 Business Days. The contract will expressly state that 120 Business Days of delayed delivery is deemed to be a material breach and the Authority will have the express right to terminate in accordance with DEFCON 514 (Material Breach).

Liquidated Damages are set at a rate to reflect the Authority's qualitative pre-estimate of the Authority's losses, which include:

- The Authority's additional management effort required to liaise with the contractor, Authority warehouse staff and the Armed Services customer in respect of the delay;
- The loss of opportunity to utilise the deliverable and make use of alternative equipment/services and/or delay the activities
- Any wasted time or expenditure that is rendered fruitless by the delay and/or loss of opportunity caused by the delay, by;
  - The Authority's storage, warehousing and logistics operation; or
  - The Armed Services user of the equipment;
- Continued and ongoing use and support of existing capabilities
- The inconvenience and disruption caused by the delay, including any reasonably foreseeable indirect and consequential inconvenience and disruption.

The Liquidated Damage amounts listed herein are considered to be a fair estimate of the losses that might be incurred by the Authority as a result of late delivery. The value of Liquidated Damages, if incurred, are not intended to be punitive but are intended solely to affect a loss of profit and are not, therefore, considered unreasonable or egregious. These Liquidated Damages shall not prejudice either party's rights to damages in Common Law.

#### **b. Quality**

The Contractor shall ensure they maintain their ISO 9001:2015 or equivalent qualification status throughout the term of the Contract. It is the responsibility of the Prime Contractor to ensure their supply chain is robust and effective Quality Management Systems are in place throughout the supply chain. Any sub-Contractors must also be either certified under the same conditions or subjected to the Contractor's second party assurance and audit to ensure that an equivalent Quality Management System is in place.

The Contractor shall ensure that all work under the Contract is carried out in accordance with the following quality requirements listed below.

- AQAP 2110 Edition D Version 1
- AQAP 2070 Edition B Version 3
- Def Stan 05-061 Part 1 Issue 6
- Def Stan 05-135
- Def Stan 05-057

The Authority may, if required, task the Quality Assurance Authority to carry out Quality Assurance surveillance.

#### **c. Safety**

During the life of the contract, the Contractor shall comply with all the statutory duties and obligations relating to safety and shall be responsible for ensuring that none of the Contract requirements causes the Contractor to be in breach of any statutory duty or obligation relating to safety. Following contract award, if it appears that any specification or other Contract condition agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety, the Contractor shall immediately bring this to the Authority's attention.

The Authority may, without prejudice to any of its rights which may have arisen under the Conditions above, require the Contractor to vary each such condition at his own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety. The Contract, or in any other document created or signed on behalf of the Authority in connection with the Contract, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under Section 6 of that Act.

#### **d. Cyber**

The Authority requires the Contractor to maintain Cyber Essentials Certification in relation to this requirement for the duration of the Contract in conjunction with DEFCON 658, DEF-STAN 05-138 and will be measured as a deliverable against the Contract.

Following Contract Award, the Contractors valid Cyber Essentials Certification can be found at Annex L to the Contract.

**e. Options to extend duration**

The Contract term shall commence on the Contractors acceptance of the Authority's Offer of Contract. The Contract includes an option to extend the term for a further 2-years. Should the Authority wish to exercise this option an amendment to the Contract will be issued. The Authority shall not be obliged to exercise the options.

**f. Pricing for Core Activity**

Core activity required under the Statement of Work at Annex A shall be provided under SOR Items 1 and 8. Each quarter, the Contractor shall generate a Progress Report detailing the Core activity undertaken during that quarter for agreement of a firm price in accordance with DEFCON 127. Core Activity shall be subject to a limit of liability of [REDACTED] per quarter, unless an uplift is authorised in writing by the Authority's Commercial Officer.

**g. Pricing for Non-Core Activity**

Non-Core Tasking shall be authorised in accordance with the Statement of Work (Support) at Annex A and Clause 47 of the Terms and Conditions. Firm prices for Non-Core Tasking shall be agreed prior to the authorisation of Tasking Proforma Part 3 in accordance with DEFCON 643 using the firm hourly labour rates agreed in the Contract at Annex G-I.

**h. Disposal**

The Authority reserves the right to exercise the option at SOR Line Item 11 of the Schedule of Requirements for disposal of any equipment which is considered Beyond Economical Repair listed at Annex C Appendix 1 (Statement of Work - Repair) by issue of a Repair Request Form (Annex E of the Contract). The Supplier will not take any action unless authorised to do so by way of a signed Repair Request Form by the Authority's Operations Manager and Commercial Officer.

**i. Third Party IPR Authorisation**

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

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.

**47. The processes that apply to this Contract are**

**a. Supply/Support/Repair Tasking Process**

Support or Repair

Following Contract Award, Non-Core task activities will be requested between the Authority and the Contractor using a Tasking Forms (Annex E-F) on an ad-hoc basis. All task activities shall be completed in accordance with the Price, Time and Performance targets agreed with the Authority for each task, and as defined in the Tasking Process below:

1. Requirement for Non-Core Tasking instruction realised.
2. The Authority shall complete a Tasking Proforma Part A; this requires authorisation by the Authority's named Operations Manager.
3. The Contractor shall respond by completing Tasking Proforma Part B and return to the Authority's named Operations Manager.
4. The Authority's named Operations Manager shall complete the Tasking Proforma Part C that

either instructs the Contractor to perform the work or that the task shall not proceed before circulating for authorisation.

Upon receiving the Tasking Proforma Part A, the Contractor is to acknowledge receipt of the request to the Authority within 1 working day. The Contractor is to provide a full response via a Tasking Proforma Part B within 5 working days of receipt of Part A. Should the Contractor be unable to comply with the timescales, the Authority should be notified at the earliest opportunity with a revised return date.

No work shall be undertaken by the Contractor until authorisation has been received by the Authority via a completed Tasking Proforma Part C, duly authorised by the Authority's Operations Manager and Commercial Officer. Any work undertaken prior to receipt of the authorised Tasking Proforma Part C from the Authority shall be at the Contractor's own risk.

Note: The issue of a Tasking Proforma Part A by the Authority or receiving a Tasking Proforma Part B from the Contractor does not commit the Authority to place any specific Task with the Contractor.

#### Supply

Any procurement requirements during the term of the contract will be requested of the Contractor through a Demand Order (Annex D) as required authorised by the Authority's Commercial Officer. Any procurement will be in accordance with the FIRM prices agreed in the contract at Annex J-K.



## **General Conditions**

DEFCON 532B (Edn. 05/18) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFFORM 532****Personal Data Particulars****DEFFORM 532**

Edn 05/18

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>The Personal Data will be provided by:</p> <p><i>Dismounted Close Combat (Lethality), [REDACTED]</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>Beechwood Equipment Limited, [REDACTED]</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:</p> <p><i>MOD Staff, MOD End User(s), MOD Customer(s)</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Individual(s) Name, Work Address, Work Telephone Number, and Work Email Address.</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:</p> <p><i>N/A</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p><i>Any personal data with regards to the Project Team as owners and management of the contract; End Users as users of the equipment; and the MOD customer as logistical storage and movement to and from Depot to End Users.</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:</p> <p><i>Any process such as collection, recording, storage, adaptation or alteration, use, disclosure by transmission, dissemination or otherwise making available, restriction, erasure or destruction of data (whether by automated means or not).</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:</p> <p>N/A</p>
<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):</p> <p><i>Any MOD personal data obtained during the term of the contract is to be deleted by the Contractor no later than 1-month after contract expiration and/or final deliveries made (whichever is later).</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:</p> <p>N/A</p>

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

## **Quality Assurance Conditions**

AQAP 2110  
NATO Quality Assurance Requirements for Design, Development and Production.  
Edition D Version 1

AQAP 2131  
NATO Quality Requirements for Final Inspection.  
Edition C Version 1

DEFSTAN 05-061 Pt 1  
Quality Assurance Procedural Requirements - Concessions  
Issue 6

DEFSTAN 05-061 Pt 4  
Quality Assurance Procedural Requirements - Contractor Working Parties  
Issue 3

DEFSTAN 05-135  
Avoidance of Counterfeit materiel

## **Intellectual Property Rights**

DEFCON 014 (Edn. 11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 016 (Edn. 10/04) - Repair and Maintenance Information

DEFCON 021 (Edn. 10/04) - Retention of Records

DEFCON 090 (Edn. 11/06) - Copyright



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.

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 )

Signed on behalf of  
The Secretary of  
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

---

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be  
inserted as  
appropriate

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.

**DEFFORM 177 Narrative**

The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to [appropriate Director Commercial] and await further instructions before placing the subcontract or order.



## DEFFORM 315-DC 16

## Ministry of Defence

## CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>	2. <u>CDR Number</u>	3. <u>Data Category</u>  Maintenance / Repair / Replacement Information	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u>  Contract Articles [ <i>Specify the Top Platform Identifier</i> ] – Only specify specific systems or items if these are the only items for which Technical Data will ever be needed.		6. <u>General Description of Data Deliverable</u>  <b>1. Maintenance &amp; Overhaul Pack e.g.</b> - Inspection Procedures - Routine maintenance procedures - Non routine maintenance procedures <b>Depth (delete any that are not appropriate)</b> <b>Level 1234</b> <i>Technical Data sufficient to enable the Authority or its potential contractors to maintain the Articles or any part thereof in a safe operative condition.</i>  <b>2. Repair Pack e.g.</b> - Inspection / Fault diagnosis procedures - Repair procedures - Fault and Repair Records / Log Cards <b>Depth (delete any that are not appropriate)</b> <b>Level 1 2 3 4</b> <i>Technical Data sufficient to enable the Authority or its potential contractors to safely return the Articles or any part thereof to a safe operative condition</i>  <b>3. Replacement / Supplier Pack e.g.</b> - Part Numbers / NATO Stock Numbers (NSNs) - Supplier catalogue e.g. CAGE codes etc. - Turn-around time records Technical Data sufficient to enable the Authority or its potential contractors to identify, for the Articles or any part thereof, suppliers of replacement parts and or to identify any risk of obsolescence of the Articles.  <b>4. Operations Pack</b> <i>Technical Data sufficient to enable the Authority or its potential contractors to safely operate the Article(s) or any part thereof.</i>	
7. <u>Purpose for which data is required</u>  Competitive tendering for Maintenance or Repair or Replacement tasks.		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16 Edn 10/04	

	DEFCON 21 Edn 10/04 b. <u>Special IP Conditions</u>
9. <u>Update/Further Submission Requirements</u>	
10. <u>Medium of Delivery</u>  Electronic	11. <u>Number of Copies</u>  1

**Note**

Notes: [For the purposes of clause 4c the prescribed Nations are those within NATO & the EU and Australia & New Zealand.]

**Annex A - Statement of Work (Support)**

**Annex A to  
Contract 700008218**

**STATEMENT OF WORK  
FOR  
Beechwood Equipment Ltd – SUPPORT SERVICES**

## **1 SUPPORT SERVICES**

### **1.1 REQUIREMENT**

This document defines the Support Services (SS) requirements of the Ministry of Defence (MoD), Defence Equipment and Support (DE&S), Soldier Training and Special Programmes (STSP), Dismounted Close Combat (DCC), hereby referred to as the Authority.

These support services are for the Equipments detailed at Appendix 1 of this document and their associated components.

Services to be delivered fall into three key areas:

- Management.
- Design Services.
- Capability Improvements.

The services provided by the contractor shall be referred to as Support Services (SS) throughout this document.

## **2 MANAGEMENT**

### **2.1 GENERAL**

The contractor shall ensure that the Fit, Form and Function of the equipment and associated equipments are maintained. This is to be delivered through a number of separate tasks, as part of the core SS described at section 2.4.1.

Fit, Form and Function are defined as follows:

- a. Fit - The ability of an item to physically interface or interconnect with or become an integral part of another item.
- b. Form - The shape, size, dimensions, mass, weight, and other visual parameters which uniquely characterize an item. For software, form denotes the language and media.
- c. Function - The action or actions which an item is designed to perform.

The Contractor shall monitor the impact in a number of areas on the weapon fleet, and where required inform the authority of the requirement for further investigation. These areas include but are not limited to:

- a. Legislation.
- b. Safety.
- c. Obsolescence.
- d. Reliability.
- e. Maintainability.
- f. Technology Insertions.
- g. Risk.

The Contractor shall be responsible for the timely delivery of all management support under the SS. Management shall include, but not be limited to, the following:

- a. Liaison with the Authority's Representatives.
- b. Managing Core Services.
- c. Managing Non-Core services.
- d. Preparing Programmes and allocating resources.
- e. Managing Sub-Contractors.
- f. Monitoring Performance against Targets.

- g. Technical Direction of all activities.
- h. General Administration.

The contractor shall maintain records of equipment configuration and shall maintain appropriate documentation associated with the equipment in accordance with Clause A 23.

## **2.2 DESIGN AUTHORITY**

The Contractor is the Design Authority for equipments as listed at Appendix 1. The Contractor shall manage Configuration Control for all sub-Contractor Equipments supplied under any capital equipment contract which it is responsible for.

## **2.3 FOCAL POINTS**

The Contractor shall provide a single point of contact for all SS activities including engineering issues relating to the Optical Sights and shall be available during office hours from 8am to 5pm, Monday to Friday, excluding Bank Holidays.

The Surveillance Target Acquisition (STA)/Lethality Team Leader shall head the Authority's management chain and will appoint OMs or their delegated representatives who shall be the focal point(s) for all SS activities. For more information, refer to DEFFORM 111.

## **2.4 SERVICE TYPES**

### **2.4.1 Core Services**

The following aspects of work identified in this Statement of Work shall be provided as a Core service. The Contractor shall provide:

- a. Project Advice and Assistance, see section 2.5 (Up to one man day per enquiry).
- b. Project Management of SS processes in accordance with (i.a.w.) Association of Project Managers (APM) or Prince 2 principles.
- c. Scheduled Meetings, see section 2.6.
- d. Reference Equipment Management, see section 4.3.
- e. Documentation Management, see section 6.
- f. Custody and Maintenance of Drawings.
- g. Obsolescence Management, see section 6.5.
- h. Quality Management i.a.w. DEFSTAN 05-61 and AQAP 2110.
- i. Safety, Legislation & Environmental Management i.a.w. DEFSTAN 00-56.
- j. Training Equipment and course material Management.
- k. Preliminary Investigations.
- l. Copies of Descriptive Material / All Documentation.
- m. Production and Maintenance of Technology Roadmaps.

### **2.4.2 Non-Core Services**

The following aspects of work identified in this Statement of Work shall be considered as Non-Core activities. These services shall only be provided upon receipt of an authorised Tasking instruction from the Authority. The Contractor shall provide:

- a. Project Advice and Assistance (greater than one man day's effort), see section 2.5.
- b. Full Development of each SS Task
- c. Preliminary Investigation, Full Development and Incorporation into drawings of Capability Improvements.
- d. Repair of Reference Equipment less accidents and damage.

- e. Copies of descriptive material/all documentation to support Competitive Tendering purposes.
- f. Provide Tasking quotations for Preliminary Investigations and Task Preparation

Should such work be undertaken, the Authority will provide the Contractor with the relevant Critical Design Review (CDR) on a case-by-case basis. The requirements of each service are described later in this document.

## 2.5 PROJECT ADVICE AND ASSISTANCE

The Contractor shall provide the Authority with advice, assistance, and answer(s) to technical questions on technical and administrative details related to the Equipments listed at Appendix 1. They shall also provide technical information and assistance to agencies authorised by STSP DCC STA to receive such information.

The Contractor shall acknowledge receipt of a technical question within 1 working day and receive a full response within 5 working days. This estimate shall clearly state whether the question shall require less than 1 man-days of effort.

Core/Non-Core allocation:

- a. Core – Advice, assistance and answer(s) provided by the Prime Contractor of up to one man day's effort are included in Core Services.
- b. Core – Advice and assistance from the Contractor's sub-Contractors of up to half of a man day's effort as part of (i.e. within) the Contractor's allocated 1 man-day's effort are also included in Core Services.
- c. Non-Core – Advice, assistance and answer(s) of more than one man day's effort shall be funded by individual Non-Core Services tasking.

Note: One Man Day equates to 7 Hours and 30 Minutes.

## 2.6 MEETINGS

The Contractor shall provide support and attendance at the following pre-arranged and ad-hoc meetings, as and when required, within reasonable notice. Requirements for meetings are at Table 1.

Mtg ID	Subject(s)	Location	Contractor Responsibilities	Contractor Outputs following meeting
1	Ad Hoc Meetings.	As required.	Arrange meeting, provide agenda 2 working days in advance where possible.	Memo detailing decisions made and actions taken issued within 2 working days.

**Table 1 – Meeting Requirements**

## 3 TASKING PROCESS

### 3.1 GENERAL

All task activities shall be completed in accordance with the Price, Time and Performance targets agreed with the Authority for each task, and as defined in the Tasking Process:

- a. Requirement for Non-Core Tasking instruction realised.
- b. The Contractor or Authority shall complete Tasking Proforma Part 1, this requires authorisation and completion by the Authority's Commercial Manager.

- c. The Contractor shall respond by completing Tasking Proforma Part 2 and return to the Authority's Commercial Manager.
- d. The Authority's Commercial Manager shall return the Tasking Proforma Part 3, either authorising the Contractor to perform the work, or informing the Contractor that the task shall not proceed.

Upon receipt of a Tasking Proforma Part 1, the Authority or Contractor is to acknowledge receipt of the request to the Authority or Contractor within 1 working day. The Contractor is to provide a full response via a Tasking Proforma Part 2 within 5 working days of receipt of Part 1.

No work shall be undertaken until Authorisation has been received via the completed Tasking Proforma Part 3, duly completed by the Authority's Operations Manager, Commercial Manager and Finance Officer. Any work undertaken before the receipt of the authority shall be at the Contractor's own risk.

Note: The issue of a Tasking Proforma Part 1 by the Authority or receiving a Tasking Proforma Part 2 from the Contractor does not commit the Authority to placing any specific Task with the Contractor.

## **4 DESIGN SERVICES**

### **4.1 GENERAL**

The Contractor, with the Authority, shall ensure that all Equipments listed at Appendix 1 remains fit in form and function for continued In Service use.

The Contractor shall provide design services for Core and Non-Core activities. These design services shall be in support of enquiries to the Authority, support of technical assistance to the Authority, Capability Improvements and Maintenance of Fit, Form and Function of the Fleet.

Design changes may be driven by a number of things, including but not limited to:

- a. Reference Equipment Management.
- b. Safety Management.
- c. Documentation Management.
- d. Obsolescence Management.
- e. Capability Improvements.
- f. Defence Accident Investigation Branch (Land) – DAIB(L) reports.
- g. Land Accident Investigation Team (LAIT) Investigations.
- h. Equipment Failure Reports (EFR).

### **4.2 REFERENCE EQUIPMENT MANAGEMENT**

#### **4.2.1 General**

The Authority may issue Reference Equipment to the latest build standard for the sole purpose of executing Support Services detailed herein. The Reference Equipment shall be issued as a Contract Work Item in accordance with JSP 886, Volume 4, Part 4 terms.

Any additional equipment held temporarily by the Contractor in support of SS activities, on an as and when required basis, shall be issued as a Contract Work Item in accordance with JSP 886, Volume 4, Part 4 terms.

#### **4.2.2 Government Furnished Equipment Maintenance and Repair**

Care and custody of Government Furnished Reference Equipment shall be carried out in accordance with DEFCON 611 & DEFCON 694.

The Contractor shall be responsible for conducting regular inspections of all Reference Equipment to ensure that it remains safe and serviceable while in their custody.

The Contractor shall ensure that preventative and corrective maintenance of all Reference Equipment is completed in accordance with maintenance schedules detailed in the appropriate AESP or Contractors information. This maintenance is to be completed as part of the non-core tasks.

The Contractor shall provide all necessary specified lubricants, preservatives and other consumable materials to maintain all Reference Equipment(s) to a satisfactory standard. The Contractor shall notify the Authority of any spare parts that may be required for embodiment into Reference Equipment. At the Authority's discretion, these may be provided as free issue from Authority stock or supplied by the Contractor at the agreed Babcock spares supply contract price.

The Contractor may be required to carry out unscheduled maintenance to any Reference Equipment; this shall be undertaken as a non-core activity. Where such a need is the direct result of any Non-Core activity, the estimated cost of additional maintenance work shall form part of the firm price agreed for each Non-Core Task.

All accident, misuse and neglect instances are to be agreed between the Authority and the Contractor on a case by case basis.

#### **4.2.3 Configuration Control**

The Contractor shall be responsible for maintaining Configuration Control of all reference equipments, ensuring that they are always updated to reflect the latest approved drawing build standard.

#### **4.2.4 Storage**

The reference equipments shall be available for inspection by the Authority with 1 working days' notice.

### **5 SAFETY MANAGEMENT**

The Contractor shall ensure that changes to equipment are safe by design through adequate modelling, Failure Mode Effect Analysis and testing which is to be fully documented through robust configuration management. The Contractor will be part of the Safety Panel for the equipment and take part in the Safety Case review. If the Contractor becomes aware of any issues that may affect Safety they shall make the Authority aware as soon as possible but no later than one week of issue becoming known.

### **6 DOCUMENTATION MANAGEMENT**

The Contractor shall Retain, Upkeep and Maintain all SS documentation. Documentation includes all master documentation relating to all Equipment listed at Appendix 1.

Documentation shall include, but not be limited to, the following:

- a. Manufacturing Drawings.
- b. CAD and CAM data.



- c. Drawing Lists.
- d. Definitive Equipment Specifications.
- e. Material specifications.
- f. GFE Log tracker.
- g. Risks, Issues and Opportunities (RIO) Register.
- h. AESP Categories 1 to 8 (or otherwise as agreed with the Authority).
- i. Technical Reports, Documents or Illustrations.

The Contractor shall be responsible for providing safe, dry and secure storage for the custody of all Contractor held documentation.

The Contractor shall keep an off-site back-up copy of all Documentation covered by this Contract at a site geographically remote from where the working masters are stored. This data shall be backed-up to the off-site location no less frequently than weekly.

## **6.1 ARMY EQUIPMENT SUPPORT PUBLICATIONS (AESPS)**

The Contractor shall be responsible for updating all AESPs detailed at Appendix 4. The Contractor shall issue updates to Publications when amendments have accumulated to be cost effective, in conjunction with the Authority. The Contractor shall be responsible for authoring all amendments to Publications and shall be responsible for their content and accuracy. The Contractor shall undertake all AESP authoring and amendments as a Non-Core Activity.

The Contractor shall be responsible for considering and incorporating as necessary, any vetting comments / amendments prior to formal issue. The Contractor shall also be responsible for performing all final editorial aspects (e.g. pagination and final proof reading). The Contractor shall undertake all AESP vetting comments/amendments, and final editorial aspects as a Non-Core Activity.

The Contractor shall issue the final version of the amended Publications in Hardcopy and Softcopy (MS Word) format to the Operations Manager for publication.

## **6.2 AESP REQUEST FOR CHANGE**

The Contractor shall conduct all applications for issue of new NATO Stock Numbers through the most cost effective route. The Authority shall be informed of all new codification requests. The newly codified part numbers shall be issued to the Operations Manager who will manage the distribution to the relevant parties.

Where discrepancies in format and style exist between documents of the same type, the Contractor shall develop a Common Format Document Template to the satisfaction of the Authority's Operations Manager, and update the documentation accordingly. These updates shall be completed as and when the documentation is undergoing updating, this is a Non-Core Activity.

## **6.3 OBSOLESCENCE MANAGEMENT**

### **6.3.1 General**

The contractor is responsible for managing obsolescence in accordance with the Obsolescence Management Plan over the entire period of the contract and, notwithstanding any obsolescence issues or problems, the Contractor remains responsible for meeting all Performance and other requirements of this Statement of Work.

The Contractor shall deliver Management of Obsolescence for all equipment(s) listed at Appendix 3.

When the Obsolescence Management service is established the Contractor, in conjunction with the Authority, shall cascade this system down to all sub-Contractors.

#### **6.3.2 Obsolescence Management Plan**

The Contractor shall maintain the Obsolescence Management Plan in accordance with the DLF and the Terms and Conditions of the Contract.

#### **6.3.3 Obsolescence Issues**

The Contractor shall be responsible for providing the Obsolescence Management monitoring service as a Core Task. Resolution of such actions is subject to agreement with the Authority and shall be raised as a Non-Core Task.

The contractor shall liaise with the Authority to ensure the obsolescence management plan and mitigation/resolution of concerns and issues are aligned with the Capability Improvement Programmes where appropriate, and shall take guidance from the Authority on this.

### **6.4 CAPABILITY IMPROVEMENTS**

When tasked the Contractor shall in conjunction with the Authority undertake work on Equipments listed at Appendix 1, to enable new Capability Improvement design changes to be executed. The development of these Capability Improvements shall be Non-Core activities and tasked individually by the Authority.

**APPENDIX 1****EQUIPMENT COVERED BY THE SUPPORT SERVICES CONTRACT**

The Contractor shall provide Support Services for the following Equipment:

<b>Item</b>	<b>NSN</b>	<b>L&amp;A</b>	<b>MPN</b>	<b>Design Authority</b>	<b>Associated Weapon System</b>
Universal Night Sight (UNS)	5855-01-531-5726	N/A	55883	FLIR	L119A1 (C8)
Mount RMR to Picatinny	1005-01-581-8858	N/A	RM33		
All associated Spares	Various	N/A	Various	Various	Various
HISS XLR Extended Long Range Weapon Sight System	Tbc		29000-1112-540-0	FLIR	

**APPENDIX 2****EQUIPMENT NOT COVERED**

The Contractor shall not be required to provide Design Services for the Equipments provided as Government Furnished Equipments (GFE) by the Authority and specified below:

	<b>Equipment</b>	<b>Design Reference</b>	<b>Design Authority</b>

Note: The Contractor is not responsible for any modification made to the COTS Weapon by the Authority. Where the Contractor deems the Authorities modification to be the reason for a failure the Contractor shall provide written evidence to support this claim.

**APPENDIX 3****PRO-ACTIVE OBSOLESCENCE MANAGEMENT SERVICE**

The Contractor shall be responsible for delivering an Obsolescence Management Service, covering the following equipments and sub-systems:

<b>Item</b>	<b>NSN</b>	<b>L&amp;A</b>	<b>MPN</b>	<b>Design Authority</b>	<b>Associated Weapon System</b>
Universal Night Sight (UNS)	5855-01-531-5726	N/A	55883	FLIR	L119A1 (C8)
Mount RMR to Picatinny	1005-01-581-8858	N/A	RM33		
All associated Spares	Various	N/A	Various	Various	Various
HISS XLR	Tbc		29000-1112-540-0	FLIR	

**APPENDIX 4****AESP'S COVERED BY THE SUPPORT SERVICES CONTRACT**

	<b>AESP Reference</b>
	Universal Night Sight (UNS)
	COLRSS (ADUNS) complete to CES
	HISS complete to CES

**Annex B - Statement of Work (Supply)**

**Annex B of  
Contract 700008218**

**STATEMENT OF WORK  
FOR  
Beechwood Equipment Ltd – SUPPLY SERVICES**

## **SUPPLY SERVICES**

### **1. REQUIREMENT**

This document defines the Supply requirements of the Ministry of Defence (MoD), Defence Equipment and Support (DE&S), Soldier, Training and Special Programmes (STSP), Dismounted Close Combat (DCC) hereby referred to as the Authority.

The Supply is for the Equipment's detailed at Appendix 1 of this document and their associated components.

### **2. STATEMENT OF WORK**

The Contractor shall be notified of an order to manufacture/supply goods by the issue of a completed Demand Order for Supply of Materiel, a copy of which is at Annex D to the Contract. The Contractor shall only accept an order as authority to proceed when a Demand Order for Supply of Materiel is duly completed and approved by the Authority's Commercial Manager. The Contractor shall not undertake any supply of goods without this authority. The Contractor shall sign the Order for Supply of Materiel as acceptance of the order and return to the Authority's Commercial Manager.

Articles are to be supplied in accordance with the Order for Supply of Materiel and configuration defined by the description and NSN detailed at Appendix 1. Each Article shall be delivered with a Certificate of Conformity.

The Contractor shall inform the Authority in accordance with the provisions of DEFCON 16, on receipt of request for supply of materials, the name of the part that makes up any component of the Articles supplied, which is due to become obsolescent. The Contractor shall provide a FIRM price quotation for the part, and suggest the number required to support the Article supplied under this Contract for the remaining life of the Article. The Authority shall have the option to purchase a sufficient quantity of the particular obsolescent part to support the remaining service life of the Article. In the event that products Drawings are re-issued or new Drawings raised, for example when new spares or obsolete spares are identified, the Contractor shall provide copies of such Drawings to the Authority.

### **3. PRICE**

Unless otherwise stated, the Prices stated within Annex J and K of the Contract shall be FIRM prices. The FIRM price agreement will follow an analysis of VfM by the Commercial team based on historic costings and a breakdown of cost as provided in the ITN. The FIRM prices agreed shall be non-variable for the period commencing on Contract placement date. Firm Prices shall be net after allowing for all cash and trade discounts.

### **4. PROGRESS REPORTS**

The Contractor shall provide a monthly progress report by email to the Operations Manager (OM) advising manufacture and delivery progress of each Order for Supply of Material including risks and opportunities. Confirmation of order completion and delivery is to be notified to the OM by email. Progress meetings will be held in line with the requirements specified in Annex A Statement of Work for Support Services Section 2.6.

Should zero supply of material requests be submitted to the Contractor during the reporting period, the Authority will not require a report to be provided.



## 5. QUALITY

The Contractor shall operate and maintain a Quality Management System certified to BS EN ISO 9001:2015 or equivalent, as specified in the Contract Data Sheet at Schedule 3 of the Contract and to the satisfaction of the Quality Assurance Representative (specified on DEFFORM 111). The Contractor shall ensure that all work under the Contract is carried out in accordance with the DEFSTANs / AQAPs specified in the Contract.

Each contract item shall be clearly identified by its drawing/drawing list number and issue status. The Contractor shall ensure that all product drawings, specifications and related documentation, defining both physical and functional characteristics, are subject to appropriate configuration control procedures. Where required by MOD for item NATO codification purposes the Contractor will provide the necessary drawings and specifications, in accordance with DEFCON 117.

The Authority may, at its sole discretion, undertake examination(s) of item(s) delivered, together with the associated inspection record to ensure conformance of the Articles to the requirements of this Contract. In the course of performing such activities, the Authority may, at its sole discretion, submit components or assemblies for critical examination to its own or accredited third party laboratories or test houses.

The Authority may, at its sole discretion, task the Quality Assurance Authority to carry out Quality Assurance surveillance, including reciprocal Government Quality Assurance Representative (GQAR) arrangements under STANAG 4107 for Contractors/sub-Contractors placed outside the UK.

The Contractor shall be responsible for the rectification of any faults identified in the above paragraphs and for all associated costs. Articles found to be faulty may be rejected in accordance with Terms and Conditions.

## 6. MARKING OF ARTICLES

All Articles shall be permanently marked with their individual serial number (if applicable) and NATO Stock Number (NSN). Articles that are too small to be permanently marked shall be identified using Bar Code Labels on the individual packaging of each item, in accordance with the Terms and Conditions. Any marking method used shall not have an adverse effect upon the strength, function reliability or corrosion resistance of the Articles.

Where articles of supply are not already codified, the Contractor shall be responsible for arranging codification, through the United Kingdom National Codification Bureau (UKNCB), of the Articles to obtain NSNs. Where the Contractor is aware that an Article has already been codified by another NCB he shall provide full details of that codification to the OM so that UK interest can be registered.

## 7. SAFETY AND ENVIRONMENTAL

The Contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the Contract for the safety of the Equipment and its impact on the environment are met in full.

In performing the Contract the Contractor shall comply with all his statutory duties and obligations relating to safety and environmental and shall be responsible for ensuring that none of the Contract requirements causes him to be in breach of any statutory duty or obligation relating to safety.

If, after the Contract is made, it appears that any specification or other Contract condition agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety or the environment, it shall immediately draw that fact to the Authority's attention.

The Authority may, without prejudice to any of its rights which may have arisen under the Conditions above, require the Contractor to vary each such condition at its own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety.

Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under Section 6 of that Act, or the Environmental Act 1995.

The Authority shall be entitled to reject the Equipment if any of the safety requirements set out in the Contract are not met in full.

## **8. INSPECTION AND TEST RECORDS**

The Contractor shall retain all Inspection and Test records relating to Articles delivered under this Contract, and those required by any UK safety legislation applicable to the Articles, for a period of four years from the completion of all work under the Contract in accordance with the Terms and Conditions. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the OM or his authorised representative if acceptable to the Authority.

At the end of the retention period, the Contractor shall seek confirmation from the OM that the Inspection and Test records may be destroyed. If the Authority wishes them to be retained, the OM shall make the necessary arrangements for their delivery to the Authority.

## **9. PACKAGING**

All articles supplied shall be packaged in manufacturers retail trade pack, unless otherwise stated on the relevant Demand Order Form at Annex D of the Contract, in accordance with DEFSTAN 81-41. The Contractor's attention is specifically drawn to the requirements of the Terms and Conditions of the Contract, DEFSTAN 81-41 Part 6 and STANAG 4329 for barcode labelling.

The Contractor is to provide adequate preservation and packaging to protect the quality and prevent loss, deterioration, degradation or substitution of the Articles during transit from the Contractor's place of manufacture to the Authority's point of delivery.

## **10. DELIVERY**

All Articles shall be delivered in accordance with the Terms and Condition of the Contract, in accordance with the dates specified on the specific Order for Supply of Material Form, and to the satisfaction and direction of the OM.

Unless otherwise instructed by the OM all Articles supplied shall be delivered to:



For items that are to be imported into the UK (a member country of the EU), the Department will issue an appropriate Certificate covering the goods to be imported. The Certificate is to accompany items imported into the UK and is to be presented to HM Customs and Excise at the

time of import. The items must fall within a defined list of CN (Combined Nomenclature) codes. European Council (EC) Regulation 150/2003 sets out the rules that apply in respect of import duty on certain weapons and military equipment imported into the EU. Further information about end-use authorisation and import of goods under end-use can be found on the Customs website at [www.hmce.gov.uk](http://www.hmce.gov.uk).

**APPENDIX 1****EQUIPMENT COVERED BY THE SUPPLY CONTRACT**

The Contractor shall Supply the following Equipment:

<b>Item</b>	<b>NSN</b>	<b>L&amp;A</b>	<b>MPN</b>	<b>Design Authority</b>	<b>Associated Weapon System</b>
ACOG	1005-01-584-1691	L25-A1	TA648RMR-UKS	Trijicon Inc.	L129A1 (SHARPSHOOTER)
ACOG	1240-01-412-6608	L29-A1	TA01M4A1 (TA01NSN)	Trijicon Inc.	L119A1 (C8) & L134A1 (GMG)
ACOG	1240-01-598-5065	TBC	TA01M417-BUIS-RM06	Trijicon Inc.	L2A1 (SACTARASS)
ACOG	1240-01-585-6194	L28-A1	TA648-50R-LT	Trijicon Inc.	L111A1 (HMG)
ACOG	1240-01-588-2220	L30-A1	TA31UKMODP-RMR	Trijicon Inc.	L85A2
ACOG	1240-01-587-8376	L32-A1	TA31MODP	Trijicon Inc.	L85A2
ACOG	1005-01-594-7680	L31-A1	TA01BUIS-RM06-UK	Trijicon Inc.	L119A1 (C8)
ACOG (without RM06)	1240-01-597-6850	N/A	SUB-TA01BUIS-RM06-UK	Trijicon Inc	L21 (SACTARASS)
ACOG	1240-01-593-4554		TA648RMR-UKS-MDP		
SIGHT REFLEX	1240-01-607-4737	N/A	RM01-33		
SIGHT MOUNT INTERFACE	1005-01-597-6851	N/A	LT100		
GDI MOUNT	1240-01-588-5487	N/A	SA02-OSM	ACOG	SA80
RUGGED MINI REFLEX SIGHT (AUTO)	1240-01-581-4106	N/A	RM01		
RUGGED MINI REFLEX SIGHT	1005-99-152-0611	N/A	RM06-33		
MOUNT RMR TO PICATINNY	1005-01-581-8858	N/A	RM33		
MAGNUM UNIVERSAL NIGHT SIGHT (MUNS)	5855-01-547-9489	N/A	55837	FLIR	L129A1 (SHARPSHOOTER)

OFFICIAL-SENSITIVE

COLRSS (ADUNS) Complete to CES	TIITS-5340- 01-621- 7139	N/A	P57242-130100		
LOGISTIC CARRY CASE	TIITS-6760- 01-620- 3062	N/A	P55345		
SOFT POUCH	TIITS-8465- 01-620- 3059	N/A	P58100		
REMOTE CABLE	TIITS-6145- 01-620- 3060	N/A	P57313		
WRENCH LT190	TIITS-5855- 01-548- 4201	N/A	WRENCH LT190		
BATTERY LID KIT	TIITS-6160- 01-620- 3055	N/A	P57296		
FRONT LENS COVER KIT	TIITS-5855- 01-620- 3057	N/A	P57297		
FRONT LENS SHROUD	TIITS-5855- 01-620- 3063	N/A	P57298		
REAR LENS CAP	TIITS-5855- 01-620- 3061	N/A	P57299		
HISS XLR EXTENDED LONG RANGE WEAPON SIGHT SYSTEM (complete to CES)	TBC		29000-1112- 540-0	FLIR	
HISS XLR REPLACEMENT ITEMS/SPARES	Misc See Annex O		Misc See Annex O	FLIR	

**Annex C - Statement of Work (Repair)**

**Annex C of  
Contract 700008218**

**STATEMENT OF WORK  
FOR  
Beechwood Equipment Ltd – REPAIR SERVICES**

## **REPAIR SERVICES**

### **1. REQUIREMENT**

This document defines the Repair requirements of the Ministry of Defence (MoD), Defence Equipment and Support (DE&S), Soldier Training and Special Programmes (STSP), Dismounted Close Combat Team, hereby referred to as the Authority.

The scope of Repair is for the Equipment's detailed at Appendix 1 of this document and their associated components.

### **2. STATEMENT OF WORK**

A repair schedule for each sight at Appendix 1 will be provided by Contractor. At the initial inspection, the Contractor will assess the Sight to determine the repair/s necessary to return the Sight back to an A1 serviceable condition. On receipt of a sight, the Contractor will check it against their in-house database to ascertain whether it is still under original warranty or has undergone a previous repair.

The Contractor shall be notified of an order to Repair goods by the issue of a completed Repair Request Form (Part A), a copy of which is at Annex E of the Contract.

In order to ascertain the extent of each repair, the Contractor shall provide to the Authority a completed copy of Repair Request Form (Part B) along with any supporting documents for each individual Sight. Documentation received should detail the particulars of the Sight (such as variant and serial number), deficient or unserviceable CES items, a list of defects discovered, and a recommendation for the repair. Where a Sight is fitted with a slotted reticle adjustment knob; if the slotted knob is found to have become damaged and requires replacement, the unit is to be replaced with the thumb screw adjustment knob.

The Contractor should only accept an order as authority to proceed when the Repair Request Form (Part C) is duly completed and approved by the Authority's Commercial Manager. The Contractor shall not undertake any Repair of Material without this authority.

Articles are to be Repaired in accordance with the Repair Request Form instructions and configuration defined by the description and NSN detailed at Appendix 1. Firearms are to be proof tested to CIP Standard and proof marked accordingly (see Section 9). Each Article shall be delivered with a Certificate of Conformity.

The Contractor shall inform the Authority in accordance with the provisions of DEFCON 16, on receipt of request for Repair of materials, the name of the part that makes up any component of the Articles supplied, which is due to become obsolescent. The Contractor shall provide a FIRM price quotation for the part, and suggest the number required to support the Article supplied under this Contract for the remaining life of the Article. The Authority shall have the option to purchase a sufficient quantity of the particular obsolescent part to support the remaining service life of the Article. In the event that products Drawings are re-issued or new Drawings raised, for example when new spares or obsolete spares are identified, Beechwood Equipment Ltd shall provide copies of such Drawings to the Authority.

The Authority accepts that Sub-Contractor may, on occasion, need to carry out a more comprehensive repair than initially assessed by Contractor; the Authority will use the Repair Report to settle the final repair cost for each sight. The Firm Priced list shall be utilised to calculate the final repair cost.

The Repair Report will be recorded by Contractor and maintained within a database detailing the defects discovered on each individual sight and the extent of the repair necessary to return the

sight to A1 condition. This database will be continuously reviewed by Contractor and presented quarterly to the Authority, to determine whether there are any 'trends' to the sight failures; with a view to taking necessary corrective action.

### **3. BEYOND ECONOMICAL REPAIR (BER)**

If a sight is considered to be BER on initial inspection by the Contractor, the Inspection Report will be annotated accordingly and reported to the Authority who will detail the actions to be taken. Should the sight be deemed BER whilst undergoing repair at a Sub-Contractor, the Authority are to be informed by the Contractor and no further action is to be taken until direction is given from the Authority. BER shall be defined as when the repair cost would exceed 75% of the sight replacement purchase price as listed within Annex J & K of the Contract.

### **4. REPAIR CAPACITY**

The Contractor is to guarantee a minimum repair capacity of qty 120 sights per quarter (equates to qty 40 per 4-week period) if called upon, although there is capacity to increase this level; subject to agreement between all parties.

The sights will be issued in batches to reduce transport costs over the life of the contract and could consist of one or more variants of sight. The return of the serviceable sights will be held until the entire consignment has been completed, unless the Authority expressly requests the priority repair and early return of a specific quantity and/or variant of sight.

### **5. COMPLETE EQUIPMENT SCHEDULE (CES)**

The Initial Inspection Report shall detail the complete list of CES applicable to each sight variant and, on receipt of the sight, the Contractor shall highlight those items that are either deficient or unserviceable. During each repair, the CES shall be made up to replenish the sight so that on completion of the repair, the sight is returned to the Authority as A1 standard.

### **6. PROGRESS REPORTS AND MEETINGS**

The Contractor shall provide a monthly progress report by email to the Operations Manager (OM) advising progress of each Repair including risks and opportunities. Progress meetings will be held in line with the requirements specified in Annex A to the Contract - Statement of Work (Support Services).

The monthly progress report format is to be confirmed; however, it should include a summary of the following as a minimum:

1. Quantity and variant of sights received
2. Quantity and variant of sights returned
3. Extent of faults repaired
4. Quantity and variant of BER

Should zero repairs be undertaken by the Contractor during the reporting period, the Authority will not require a report to be provided.

### **7. PRICE**



Unless otherwise stated the all Prices stated within the Annexes to the Contract shall be FIRM prices. The FIRM price agreement will follow an analysis of VFM by the Commercial team based on historic costings and a breakdown of cost as provided in the ITN. The FIRM prices agreed shall be non-variable for the period commencing on Contract placement date. Firm Prices shall be net after allowing for all cash and trade discounts.

## **8. QUALITY**

The Contractor shall operate and maintain a Quality Management System certified to BS EN ISO 9001:2015 or equivalent, as specified in the Contract Data Sheet at Schedule 3 of the Contract and to the satisfaction of the Quality Assurance Representative (specified on DEFFORM 111). The Contractor shall ensure that all work under the Contract is carried out in accordance with the DEFSTANs / AQAPs specified in the Contract.

Each contract item shall be clearly identified by its drawing/drawing list number and issue status. The Contractor shall ensure that all product drawings, specifications and related documentation, defining both physical and functional characteristics, are subject to appropriate configuration control procedures. Where required by MOD for item NATO codification purposes the Contractor will provide the necessary drawings and specifications, in accordance with DEFCON 117.

The Authority may, at its sole discretion, undertake examination(s) of item(s) delivered, together with the associated inspection record to ensure conformance of the Articles to the requirements of this Contract. In the course of performing such activities, the Authority may, at its sole discretion, submit components or assemblies for critical examination to its own or accredited third party laboratories or test houses.

The Authority may, at its sole discretion, task the Quality Assurance Authority to carry out Quality Assurance surveillance, including reciprocal Government Quality Assurance Representative (GQAR) arrangements under STANAG 4107 for Contractors/sub-Contractors placed outside the UK.

The Contractor shall be responsible for the rectification of any faults identified in the above paragraphs and for all associated costs. Articles found to be faulty may be rejected in accordance with Terms and Conditions Clause 30.

## **9. MARKING OF ARTICLES**

All Articles shall be permanently marked with their individual serial number (if applicable) and NATO Stock Number (NSN). Articles that are too small to be permanently marked shall be identified using Bar Code Labels on the individual packaging of each item, in accordance with Terms and Conditions Clause 22. Any marking method used shall not have an adverse effect upon the strength, function reliability or corrosion resistance of the Articles.

Where articles of supply are not already codified, the Contractor shall be responsible for arranging codification, through the United Kingdom National Codification Bureau (UKNCB), of the Articles to obtain NSNs or any other body as appropriate. Where the Contractor is aware that an Article has already been codified by another NCB he shall provide full details of that codification to the Operations Manager (OM) so that UK interest can be registered.

## **10. SAFETY AND ENVIRONMENTAL**

The Contractor shall ensure that the Equipment is safe to operate and maintain and that the requirements stipulated in the Contract for the safety of the Equipment and its impact on the environment are met in full.

In performing the Contract, the Contractor shall comply with all his statutory duties and obligations relating to safety and environmental and shall be responsible for ensuring that none of the Contract requirements causes him to be in breach of any statutory duty or obligation relating to safety.

If, after the Contract is made, it appears that any specification or other Contract condition agreed between the Contractor and the Authority may render the Contractor in breach of any statutory duty or obligation relating to safety or the environment, it shall immediately draw that fact to the Authority's attention.

The Authority may, without prejudice to any of its rights which may have arisen under the Conditions above, require the Contractor to vary each such condition at its own expense in a manner acceptable to the Authority and which will not render the Contractor in breach of any statutory duty or obligation relating to safety.

Nothing in the Contract, or in any other document created or signed on behalf of the Authority in connection with it, shall constitute a written undertaking for the purposes of Section 6(8) of the Health and Safety at Work Act 1974 relieving the Contractor of any of his duties under Section 6 of that Act, or the Environmental Act 1995.

The Authority shall be entitled to reject the Equipment if any of the safety requirements set out in the Contract are not met in full.

## **11. INSPECTION AND TEST RECORDS**

The Contractor shall retain all Inspection and Test records relating to Articles delivered under this Contract, and those required by any UK safety legislation applicable to the Articles, for a period of four years from the completion of all work under the Contract in accordance with Terms and Conditions Clause 18. Exceptionally, when requested by the Contractor, earlier disposal may be authorised in writing by the OM or his authorised representative if acceptable to the Authority.

At the end of the retention period, the Contractor shall seek confirmation from the OM that the Inspection and Test records may be destroyed. If the Authority wishes them to be retained, the OM shall make the necessary arrangements for their delivery to the Authority.

## **12. PACKAGING**

All articles supplied shall be packaged in manufacturers retail trade pack, unless otherwise stated on the relevant Repair Request Form (Annex E to the Contract), in accordance with DEFSTAN 81-41. The Contractor's attention is specifically drawn to the requirements of Terms and Conditions Clause 23 of the contract, DEFSTAN 81-41 Part 6 and STANAG 4329 for barcode labelling.

The Contractor is to provide adequate preservation and packaging to protect the quality and prevent loss, deterioration, degradation or substitution of the Articles during transit from the Contractor's place of manufacture to the Authority's point of delivery.

## **13. DELIVERY**

All Articles shall be delivered in accordance with the Terms and Conditions of the Contract and dates specified on the individual approved Repair Request Forms at Annex E of the Contract and to the satisfaction and direction of the OM.

Unless otherwise instructed by the OM all Articles supplied shall be delivered to:



Under the guidelines laid down in Government Furnished Asserts, MOD shall arrange the delivery of E0 stock from MoD Stores to Contractor. The Contractor shall manage all transportation to and from Sub-Contractors. Upon completion of the repair and return of the items to the UK, the Contractor shall inform the Authority and arrange transport of A1 stock to MoD Stores; payment against the repair will be authorised once the Authority receive proof of delivery.

The turnaround time for any repair of goods specified at Appendix 1 is not to exceed 16 weeks; this starts from confirmation of receipt of E0 stock at Contractor from MoD Stores and finishes at the verification that A1 stock has arrived at MoD Stores from Contractor.

For items that are to be imported into the UK (a member country of the EU), the Department will issue an appropriate Certificate covering the goods to be imported. The Certificate is to accompany items imported into the UK and is to be presented to HM Customs and Excise at the time of import. The items must fall within a defined list of CN (Combined Nomenclature) codes. European Council (EC) Regulation 150/2003 sets out the rules that apply in respect of import duty on certain weapons and military equipment imported into the EU. Further information about end-use authorisation and import of goods under end-use can be found on the Customs website at [www.hmce.gov.uk](http://www.hmce.gov.uk).

#### **14. DISPOSAL (Option)**

The Authority reserves the right to exercise the option at Line Item 11 of the Schedule of Requirements (Schedule 2 of the Contract).

If the Authority chooses to utilise this option, the Supplier will arrange for disposal of any equipment which is considered Beyond Economical Repair listed at Appendix 1 by issue of a Repair Request Form (Annex E of the Contract). The Supplier will not take any action unless authorised to do so by the Authority's Commercial Officer.

The Authority will obtain the requisite permissions from the US State Department for the "Change in End Use" in accordance with ITAR regulations.

**APPENDIX 1****EQUIPMENT COVERED BY THE REPAIR CONTRACT**

The Contractor shall Repair the following Equipment:

<b>Item</b>	<b>NSN</b>	<b>L&amp;A</b>	<b>MPN</b>	<b>Design Authority</b>	<b>Associated Weapon System</b>
Universal Night Sight (UNS)	5855-01-531-5726	N/A	55883	FLIR	L119A1 (C8)
Universal Night Sight (UNS) 1600 FOM	5855-01-569-3993	N/A	55763	FLIR	SA80/C8
Dual-band Universal Night Sight (DUNS) A-DUNS	5340-01-621-7139	N/A	S140	FLIR	Barratt .50
HISS Extended Long Range Thermal Weapon Sight HISS-XLR (complete to CES)	Tbc	N/A	29000-1112-540-0	FLIR	Accuracy International .338 Sniper Rifle
COLRSS (ADUNS) Complete To CES	TIITS-5340-01-621-7139	N/A	P57242-130100		

## APPENDIX 2

### REPAIR PROCESS

#### 1. REQUIREMENT

##### 1.1 Summary

- a. The repair process is described in the chart at Item 5 of this Appendix.
- b. The standard procedure will be for the MOD to send Batches of unserviceable UNS/ADUNS/HISS (in any mix of models) at intervals not exceeding one Batch per calendar month. Each Batch will comprise between 5 and 20 x UNS/ADUNS and one (1) HISS sight per batch.

##### 1.2 Initial Actions

- a. On receipt of each batch of unserviceable UNS/ADUNS/HISS from the Authority, Beechwood will:
  - i. Check the contents of each batch and acknowledge receipt.
  - ii. Log all UNS/ADUNS/HISS serial numbers and allocate each UNS/ADUNS/HISS a unique Beechwood ID reference.
  - iii. Enter all details of the batch and of the UNS/ADUNS/HISS onto Beechwood's Data Recording system.
  - iv. Obtain RMA from FLIR to dispatch the batch for repair, detailing the serial numbers, Beechwood IDs, original shipment license numbers, and models of the UNS/ADUNS/HISS in the batch and complete a Foreign Shippers Declaration Form.
  - v. Upon receipt of RMA, send the batch to FLIR and inform FLIR of the dispatch of the shipment.

##### 1.3 Repair Actions

###### 1.3.1 Notification

FLIR will provide by email the required returns authority for a Batch of unserviceable UNS/ADUNS/HISS.

###### 1.3.2 Documentation

Upon receipt of each batch of unserviceable UNS/ADUNS/HISS, FLIR will:

- a. Send an email to Beechwood to confirm receipt.
- b. Check warranty of each UNS/ADUNS/HISS.
- c. Inspect each UNS/ADUNS/HISS to determine the price of returning it to (Serviceable, Ready For Issue (RFI)1) condition.
- d. Complete a Diagnostic Report (DR) each of the units in the batch.

Each Diagnostic Report should be completed as follows:

- a. Insert:
  - i. The UNS/ADUNS/HISS Model.
  - ii. The NSN (if applicable).
  - iii. The Serial Number.
  - iv. Authority Programme Repair Number.
  - v. "Yes" or "No" in the Warranty box.
- b. For the CES items:
  - i. For each item which is Unserviceable or Deficient, place an "X" in the appropriate box.
  - ii. For each line item which is present and serviceable, leave the boxes blank.

- iii. Insert the total price for the CES items which FLIR will replace.
- c. For the Repair Items:
  - i. For each line item which does not require repair action, leave the boxes blank.
  - ii. Insert the total price for the repair items (to be) carried out.
- e. For the Grand Total: insert the total price of the Initial Inspection, the CES Items, and the Repair Items.
- f. Beechwood will supply all DRs to the Authority within 4 weeks of receiving the Batch.
- g. The Authority will confirm authorised repairs within 48 hours of receiving DR's.
- h. If the Authority confirms that any of the UNS/ADUNS/HISS have been deemed BER, then no repair action should be taken by FLIR on those BER UNS/ADUNS/HISS which should be returned to Beechwood as part of the repaired Batch.
- i. FLIR will then proceed with the repair and CES activities for those UNS/ADUNS/HISS in the Batch which have not been deemed to be BER.
- j. Upon return Beechwood will carry out control sampling in accordance with ISO9001:2015 procedure.
- k. Beechwood will return to Authority the repaired units in 10 Weeks (extended to 12 weeks during a Christmas/New Year/Independence Day holiday period) of the initial receipt of that batch by FLIR. FLIR will dispatch the entire original Batch of UNS/ADUNS/HISS (consisting of the repaired UNS/ADUNS/HISS and UNS/ADUNS/HISS deemed BER) to Beechwood.

### 1.3.3 Invoicing

The price shall be determined using the prices shown in Annex [ADD] of the Contract. For each UNS/ADUNS/HISS the total price shall be calculated as the sum of:

- i. The initial inspection costs.
- ii. All repairs necessary.
- iii. The replacement for CES items which are unserviceable or deficient.
- iv. Shipping costs. Includes UK to US export, reimport and delivery to MoD stores.

Beechwood will invoice in respect of all activities related to the UNS/ADUNS/HISS in each Batch at issue of ASN for return to MoD stores via the Exostar portal.

### 1.3.4 Turn Around Time (TAT)

The total TAT from receipt of repair batch by Beechwood to MoD stores return is 14 weeks, or 16 weeks if falling over holiday periods, i.e. Christmas, Easter.

### 1.3.5 Additional Information

Beechwood will provide additional information with regards to its activities under this Agreement at any time if reasonably requested by the MOD.

## 2. KEY IN-SERVICE PERSONNEL

The following are the responsible Points of Contact with regards to this Contract. Any changes should be notified immediately:

### 2.1 The Authority

Name:	Dan Gates-Mutton
Appointment:	Operations Manager: Dismounted Close Combat (DCC) – Surveillance Target Acquisition (STA)
Address:	MOD Abbey Wood, [REDACTED]

Telephone:	
Email:	

Name:	Emma Fowler
Appointment:	Supply Chain Manager: Dismounted Close Combat (DCC) – Surveillance Target Acquisition (STA)
Address:	MOD Abbey Wood, [REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Name:	Lisa Sinfield
Appointment:	Commercial Officer: Dismounted Close Combat (DCC) – Surveillance Target Acquisition (STA)/Lethality
Address:	MOD Abbey Wood, [REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

Name:	Dan Kenney
Appointment:	Programme Manager: Dismounted Close Combat (DCC) – Surveillance Target Acquisition (STA)/Lethality
Address:	MOD Abbey Wood, [REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

## 2.2 The Contractor

Name:	AJ Cliffe
Appointment:	Military Account Manager
Address:	Beechwood Equipment Ltd, [REDACTED]
Telephone:	[REDACTED]
Email:	[REDACTED]

## 3. QUALITY ASSURANCE REQUIREMENTS

### 3.1 Beechwood and FLIR

The Contractor shall provide to the Authority, as they may require:

- a. The right of access to facilities where parts of the contracted activities are being performed.
- b. Information pertaining to the fulfilment of requirements in the contract.
- c. Unrestricted opportunity to conduct verification of UNS/ADUNS/HISS conformity with the contract requirements.
- d. Required assistance for evaluation, verification, validation, testing, inspection or release of the UNS/ADUNS/HISS for the accomplishment of the Authority quality assurance to contract requirements.
- e. Appropriate facilities.
- f. The necessary equipment available for reasonable use for performing MOD quality assurance
- g. Beechwood and FLIR personnel for operation of such equipment as required.
- h. Access to information and communication facilities.
- i. Copies of necessary documents, including those on electronic media.
- j. The necessary documentation, to confirm UNS/ADUNS/HISS conformance to specification
- k. Unrestricted opportunity to evaluate Beechwood and FLIR compliance with these requirements.

### **3.2 FLIR:**

The Contractor shall provide to the Authority, as they may require:

- a. Evidence that all devices used for final inspection of repaired product are in calibration.
- b. Inspection and test records sufficient to demonstrate conformity of the UNS/ADUNS/HISS to (Serviceable, RFI) requirements.

## **4. SECURITY**

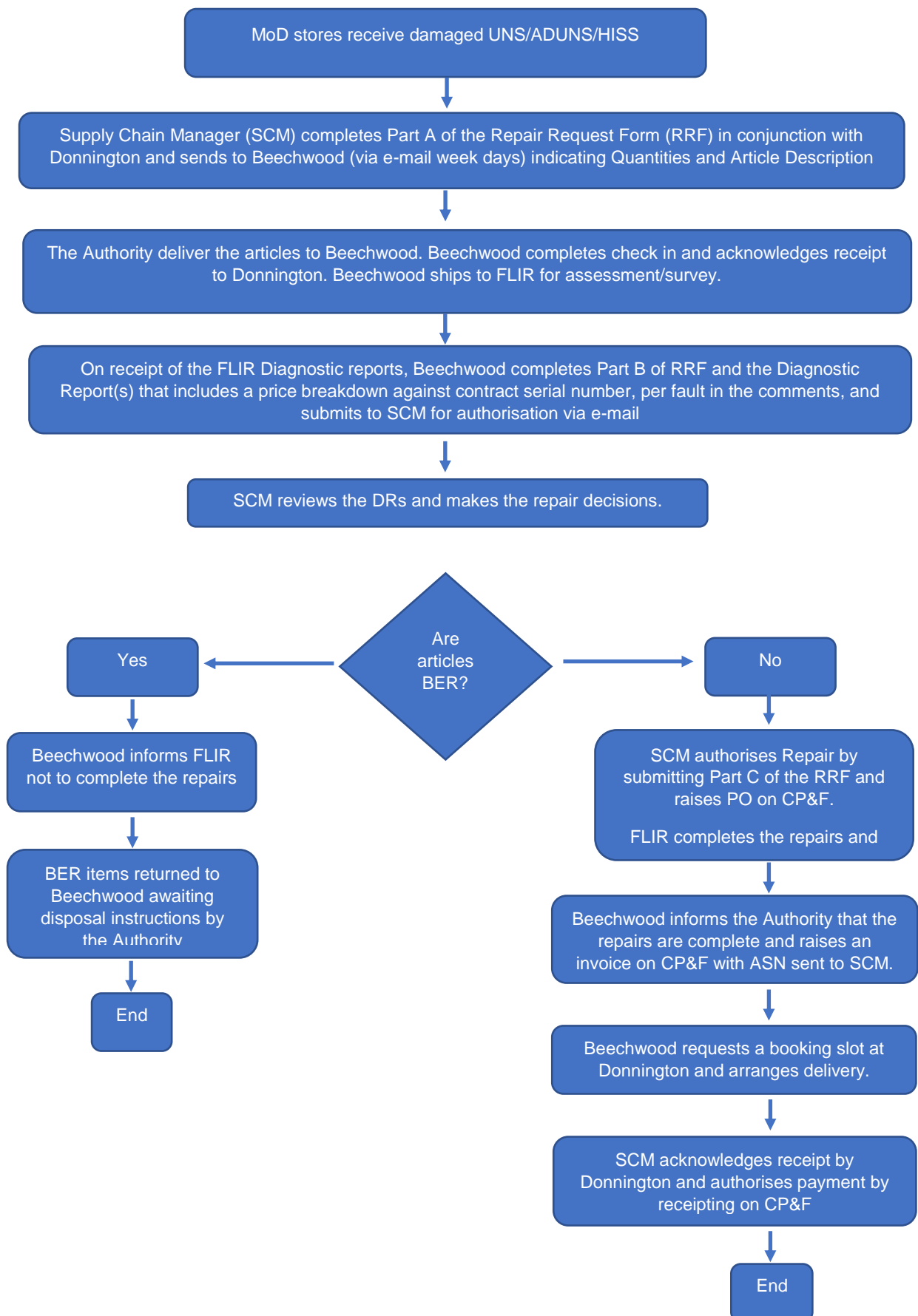
### **4.1 Beechwood and FLIR**

The Contractor shall:

- a. Ensure that staff who have access to the UNS/ADUNS/HISS in the repair loop:
  - i. Are aware that the equipment remains the property of the UK MOD, and understand the responsibilities of their stewardship.
  - ii. Have undergone the appropriate security checks.
- b. Take all practicable measures to ensure the physical safety and security of the UNS/ADUNS/HISS whilst in their charge, and the security of all related information. These measures shall include goods in transit until such time as they are safely delivered to the intended recipient.



## 5. REPAIR PROCESS MAP



## 6. UNS REPAIRS & CES

### 6.1 UNS Repairs

Item	Repair Code	Description
1	UNS-101	Repair/replace Battery Door
2	UNS-102A	Repair/replace rail mount only
3	UNS-102B	Repair/replace housing only
4	UNS-102C	Repair/replace housing GAIN switch assembly
5	UNS-102D	Repair/replace housing FOCUS switch assembly
6	UNS-103	Repair/replace collimator assembly
7	UNS-103A	Repair/replace collimator shroud
8	UNS-103B	Repair/replace collimator window
9	UNS-103C	Repair/replace collimator retaining ring
10	UNS-104	Repair/replace image tube assembly
11	UNS-105	Repair/replace objective lens assembly
12	UNS-106	Carry out maintenance (restoration of finish and remarking)
13	UNS-107	Perform sight acceptance verification testing (Boresight alignment, shock test, vacuum/leak check, final pack-out)

### 6.2 UNS CES

Item	MPN	Description
1	56788	Battery Door w/Thumbscrew Kit
2	55616	Battery Door O-Ring (Bag of 10)
3	55952	Front Lens Cover
4	56868	Rear Lens Cover
5	56869	Wrap Around Light Shroud
6	55922	Soft Carry Case UNS
7	56941	Lens Cleaner
8	56647	Mount Adjustment Wrench
9	57108	Operation and Maintenance manual
10	56645	Laminated Card, Operation and Maintenance
11	56953	Laminated Card, Light Shroud Installation
12	55520	Battery Door Hinge Pin

### 6.3 UNS Inspection

Initial Inspection
--------------------

## 7. ADUNS REPAIR AND CES

### 7.1 ADUNS Repairs

Item	Repair Code	Description
1	ADUNS-101	Repair/Replace Battery door
2	ADUNS-102	Repair/Replace Sun Shield/Lens cover Kit
3	ADUNS-103	Repair/Replace Housing complete with rail mount
4	ADUNS-104	Repair/Replace Image tube assembly
5	ADUNS-105	Repair/Replace Objective lens assembly/TAU/Focus Motor
6	ADUNS-106	Repair/Replace Top cover assembly
7	ADUNS-107	Repair/Replace Display OLED assembly
8	ADUNS-108	Repair/Replace Wired Remote PCB

9	ADUNS-109	Repair/Replace Shroud assembly
10	ADUNS-110	Repair/Replace Side cover assembly
11	ADUNS-111	Repair/Replace Main PCB Board
12	ADUNS-112	Repair/Replace PCB Tau Board
13	ADUNS-113	Carry out maintenance tasks

## 7.2 ADUNS CES

Item	MPN	Description
1	P63715	Battery door with thumbscrew kit
2	P63322	Battery door O-ring
3	P63710-x	Front lens cover
4	P63505	Rear lens cover
5	P56869-2	Wrap around light shroud
6	P58200	Soft carrying case
7	P65105	Lens cleaner
8	P80040	Mount adjustment wrench
9	P63357	Operators manual
10	P63358	Graphic Training card
11	P63626-1	External Video cable
12	P55520	Battery door hinge pin

## 7.3 ADUNS Inspection

Initial Inspection
--------------------

## 8. HISS REPAIR AND CES

Case by case, inspection and detailed quotation of parts and labour costs will be supplied. Logistic process as per standard repair SoW.

### 8.1 HISS CES

Item	MPN	Description
1	29000-801	Kit remote pendant HISS XLR
2	4131376	MNL OPS HISS XLR
3	4131377	GDE quick reference HISS XLR
4	29205-200	ASSY Cover Lens IR Optics HISS XLR
5	29023-200	ASSY Battery Pack HISS XLR
6	14755-000	Brush Soft Lens
7	14756-000	Cloth cleaning ultra-fine
8	3300629	Bag clear poly 24x24x2mil
9	25033-000	Battery lithium 3v 123a
10	17152-202	PWR SPLY 15V Recon External
11	17114-504	Cable BA5590 15VDC Recon M18 SWIR
12	27284-000	Shroud light blocking HISS LR
13	4135954	Cable coax superfly HISS ELR
14	4134380	Memory card SDHC 32GB CLASS 10
15	4132840	Case remote pendant HISS XLR
16	4133353	Strap remote pendant
17	4135072	Holster transport
18	03198-000	Cable BNC/M>BNC/M 75 OHM 6 FT
19	27692-200	ASSY Case Hard-sided HISS MR & LRT (SWED)

## 8.2 HISS Inspection

Initial Inspection
--------------------

**Annex D - Demand Order (Supply)**

MINISTRY OF DEFENCE								
Order for supply of materiel off running or demand order contract								
Contract No: 700008218			Date:			Order No: DO-		
RAC:			UIN:			Demanding Authority:		
Contractor: Beechwood Equipment Limited, [REDACTED]					Consignee: Trade Receipts, [REDACTED]			
<b>NOTICE TO CONTRACTOR:</b> This Order authorises you to supply the Materiel scheduled below in accordance with the Terms and Conditions of the above mentioned Contract. Please sign, date and return a copy to the Demanding Authority as acknowledgement of the requirements stated therein. Contract and Order Numbers should be quoted in any correspondence.								
Item No	MOD Stock Ref	Description	Packaging	D of Q	Delivery Date	Total Qty	FIRM Unit Price £ Ex VAT	FIRM Total Price £ each Ex VAT
							TOTAL Order Value £ Ex VAT	
<b>Commercial Authorisation</b>								
Name:			Signature:			Date:		
<b>Contractor Acceptance</b>								
Name:			Signature:			Date:		

## Annex E - Repair Request Form (Repair)

Part A – Repair Request <i>(to be completed by the Authority)</i>	
<b>REPAIR NUMBER:</b>	
<b>Demanding Authority:</b> DCC-STA [REDACTED]	<b>Contractor:</b> Beechwood Equipment Limited [REDACTED]
<b>Date Submitted to Contractor:</b>	
<b>Contract No:</b>	700008218
<b>Name:</b>	
<b>Email:</b>	
<b>Tel:</b>	
<b>Make:</b>	
<b>Model:</b>	
<b>Quantity:</b>	
<b>Serial No:</b>	
<b>Description of fault/ symptoms/ cause:</b>	
<b>Date:</b>	
<b>Authorised (Name):</b>	
<b>Signed:</b>	

Part B – Repair Response <i>(to be completed by the Contractor)</i>	
<b>REPAIR NUMBER:</b>	
Date Equipment Received:	
Item Covered by Warranty:	Yes <input type="checkbox"/> No <input type="checkbox"/>
Materiel Cost: <i>(Breakdown to be attached)</i>	
Labour Hourly Rate:	
Hours:	
Labour Cost:	
Total FIRM Price Offer:	
<b>THE REPAIR QUOTATION <i>(tick as appropriate)</i></b>	
<input type="checkbox"/> Does not exceed 20% of the Reference Price and we are proceeding with the Repair.	
<input type="checkbox"/> Exceeds 20% but does not exceed 75% of the Reference Price.	
<input type="checkbox"/> Exceeds 75% of the Reference Price (Reasons for reaching conclusion to be with the information sheet).	
<b>Description of work carried out:</b>	
<b>Timescale:</b>	The Repair Task shall be completed within [X] working days following the Authorisation Date.
<small>NB: In accordance with Annex C (Statement of Work Repair), total turnaround time from receipt of batch by Contractor to return to the Authority is 14-16 weeks</small>	
<b>Date:</b>	
<b>Authorised (Name):</b>	
<b>Signed:</b>	

Part C- Repair Request Authorisation <i>(to be completed by the Authority)</i>
<b>REPAIR NUMBER:</b>

OFFICIAL-SENSITIVE

*Tick as appropriate*

I hereby confirm acceptance of your price quotation for the completion of the above Repair Request Number and request you to proceed.

☐

a)

Firm price quotation: £

Completion Date:

☐

b)

I do not wish you to proceed with the above Repair Request Number and request you **return** the Repair Item to the Authority.

☐

c)

I do not wish you to proceed with the above Repair Request Number and request you **dispose** of the Repair Item.

☐

d)

Additional Instructions for disposal (see below):

**Date:**

**Authorised (Name):**

**Signed:**

## Annex F - Support Tasking Form (Support)

### SUPPORT SERVICES TASKING PROFORMA PART A

#### REQUEST FOR A TIME / COST QUOTATION

To:	Beechwood Equipment Ltd	From:	STSP-DCC-STA

CONTRACT NUMBER: 700008218	TASK REFERENCE NO: 700008218/0
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

You are requested to provide a Time and Cost Quotation for the Task detailed below. This shall be submitted to the Project Manager on a SS Tasking Proforma Part 2.

TASK TITLE:	
TASK DESCRIPTION: (Include applicable DEFSTANs, AQAPs, ISO & Delivery Address/UIN)	
ITEMS TO BE ISSUED UNDER CONTRACT LOAN TERMS/GFE: (if applicable)	

RISK REGISTER REQUIRED		UPDATED SAFETY CASE REQUIRED	
------------------------	--	------------------------------	--

SECURITY CLASSIFICATION:	OFFICIAL
HANDLING INSTRUCTION:	Not to be shared outside MOD

PROJECT AUTHORISATION		COMMERCIAL AUTHORISATION	
DATE:		DATE:	
SIGNED:		SIGNED:	
NAME:		NAME:	



**SUPPORT SERVICES TASKING PROFORMA PART B****TIME / COST QUOTATION**

To:	STSP-DCC-STA	From:	Beechwood Equipment Ltd

CONTRACT NUMBER: 700008218	TASK REFERENCE NO: 700008218/0
AUTHORITY'S PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

A time/cost quotation is provided below. On the basis of current programme planning the resources defined are available for the period shown in accordance with the task outline/description in Tasking Proforma Part 1 without conflict with existing commitments and your task can be undertaken.

PROPOSED START DATE:	
PROPOSED COMPLETION DATE:	

Direct Labour (FIRM man hour rates inclusive of profit & overheads, to include a breakdown of grade(s) and hours (to be attached)).	£
Materials/Subsistence (breakdown to be attached).	£
Bought Out Parts (breakdown to be attached).	£
Sub-Contracted Work (breakdown to be attached).	£
Materials Handling	£
General & Admin @	£
Overheads @	£
Profit @	£
<b>Total FIRM Price</b>	£
<b>Exchange Rate Used (if applicable)</b>	

SIGNED: (Director or nominee)	
NAME:	
DATE:	

**SUPPORT SERVICES TASKING PROFORMA PART C**

**CUSTOMER AUTHORISATION / CANCELLATION**

To:	Beechwood Equipment Ltd	From:	STSP-DCC-STA

CONTRACT NUMBER: 700008218	TASK REFERENCE NUMBER: 700008218/0
UIN:	BRIEF TASK DESCRIPTION:
AGREED PRIORITY/DATE REQUIRED:	EQUIPMENT(S) CONCERNED:

Following submission of Tasking Proforma Part 2, the Authority requests the following:

Please proceed with the work to the FIRM Price and completion date quoted in Tasking Proforma Part 2.	
Please provide a revised time/cost quotation on Tasking Proforma Part 2.	
Please take no further action on this Task.	
Please terminate all work on this Task and supply the cost of termination on Tasking Proforma Part 2.	

Is any GFE being issued to the Contractor with this Task	Yes	No	
Has a GFE Loan Form been completed & sent to SCM	Yes	No	N/A

As the Project Manager I am content that all the elements which make up the FIRM Price quotation submitted to the Authority by the Contractor within Tasking Proforma Part 2 for this particular task is commensurate with the work involved.

NAME:	NAME:
POSITION: Operations Manager.	POSITION: Commercial Officer.
SIGNED:	SIGNED:
DATE:	DATE:

NAME:	VALUE OF THIS TASK: £ (Ex-VAT)
POSITION: Finance Manager.	
SIGNED:	
DATE:	

Added to CP&F	
---------------	--

**Annex G - Hourly Rates (Beechwood)**

Please refer to accompanying document: Annex G - Firm Hourly Rates (Beechwood)

## **Annex H - Hourly Rates (FLIR)**

Please refer to accompanying document: Annex H - Firm Hourly Rates (FLIR)

**Annex I - Hourly Rates (Trijicon)**

Please refer to accompanying document: Annex I - Firm Hourly Rates (Trijicon)

## **Annex J - Equipment Prices (FLIR)**

Please refer to accompanying document: Annex J – Equipment Prices (Supply-FLIR)

## **Annex K - Equipment Prices (Trijicon)**

Please refer to accompanying document: Annex K – Equipment Prices (Supply-Trijicon)

## Annex L - Cyber Essentials Certificate



The image shows a Cyber Essentials Certificate issued by QG Business Solutions. The certificate is for Beechwood Equipment Ltd, which complies with the requirements of the Cyber Essentials Scheme. The scope is 'Whole Network - Single Site' with registration number QGCE 576. The certificate was signed for and on behalf of QG Business Solutions by Brian Lighter on 16/01/2020, with a re-certification date of 16/01/2021. The certificate was issued by QG Management Standards, with the Certification Body being BIP (British Information Protection) and the Assessor being Simon Inman. The certificate confirms that the organisation named was assessed as meeting the Cyber Essentials requirements at the time of testing and does not in any way guarantee that the organisation's defences will remain satisfactory against cyber-attack. For full details visit [www.qgstandards.co.uk](http://www.qgstandards.co.uk).

**CYBER ESSENTIALS**

# Certificate of Compliance

This is to certify that

**Beechwood Equipment Ltd**

Scope:  
Whole Network - Single Site  
Registration Number: QGCE 576

Complies with the requirements of the  
Cyber Essentials Scheme

Signed for and on behalf of  
QG Business Solutions:

*Brian Lighter*

Profile: BIS/14/696  
Certification date: 16/01/2020  
Re Certification date: 16/01/2021

Issued by  
**QG MANAGEMENT STANDARDS**

Certification Body  
**BIP**  
DELIVERING EXCELLENCE THROUGH INNOVATION

Assessor  
**Simon Inman**

This certificate confirms that the organisation named was assessed as meeting the Cyber Essentials requirements at the time of testing and does not in any way guarantee that the organisation's defences will remain satisfactory against cyber-attack.  
For full details visit [www.qgstandards.co.uk](http://www.qgstandards.co.uk)



## Annex M - Security Aspects Letter

### Defence Equipment and Support

STSP DCC Lethality

Beechwood Equipment Ltd

Our 700008218

Reference:

Date: 17 September 2019

Dear Sir/Madam

### COMBINED SUPPORT SERVICES FOR FLIR AND TRIJICON OPTICAL SIGHTS– SECURITY CLASSIFICATION GUIDANCE

1. On behalf of the Secretary of State for Defence I hereby give you notice that all aspects of the work under the above contract are classified as OFFICIAL and the aspects defined below are specifically caveated as OFFICIAL-SENSITIVE for the purpose of DEFCON 660:

Ser	ASPECTS	CLASSIFICATION
1.	<b>Operational Aspects</b>	
1.1	Existence of project	Official
1.2	Main Equipment codename	Official Sensitive
1.3	Main Equipment codename meaning	Official Sensitive
1.4	Main Equipment scaling	Official Sensitive
1.5	Nominal Main Equipment objectives	Official
1.6	Overall achieved Main Equipment performance	Official Sensitive
2.	<b>Technical Aspects</b>	
2.1	Association of Technical specifications of Main Equipment to the Authority	Official Sensitive
2.2	Main Equipment publications	Official Sensitive
2.3	Diagrams of system components without association to other MOD project codenames and/or nomenclature	Official
2.4	Operating method without association to other MOD project codenames and/or nomenclature	Official
2.5	EMC scenario	Official Sensitive
2.6	Plans for future enhancement	Official Sensitive
3.	<b>Procurement Aspects</b>	

3.1	Costs (estimated or actual)	Official Sensitive
3.2	Main Equipment costs	Official Sensitive
3.3	Total number of Main Equipment	Official Sensitive
<b>4.</b>	<b>Degree of Protection in Transit/Storage</b>	
4.1	Packaged Operational Systems	Official Sensitive
4.2	Packaged Spare components	Official Sensitive
<b>5.</b>	<b>Personnel</b>	
5.1	GDPR – Contractor Personal Details	Official Sensitive

2. If any security incidents occur to classified information related to this contract the details of the incident shall be immediately reported in accordance with paragraphs 24 & 25 of the Security Condition referred to below.

3. Information about this contract must not without the approval of the Authority be published or communicated to anyone except where necessary for the execution of the contract.

4. Your attention is drawn to the requirements of the “Security Conditions” and the provisions of the Official Secrets Acts 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with the contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue so to apply after the completion or earlier determination of the contract.

5. Any access to classified information on MoD premises that may be needed will be in accordance with MoD security regulations under the direction of the MoD Project Officer.

6. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL and OFFICIAL-SENSITIVE information and is provided to enable you to provide the required degree of protection.

7. Will you please confirm that the requirements of this Security Aspects Letter and the UK Security Conditions are understood and will be complied with.

Yours faithfully,

[Redacted Signature]

STA/Lethality Team Lead

**Copy via DII email to:**

[Redacted Email Address]

## Annex N - Statement of Good Standing

### Annex N- Statement Relating to Good Standing (DSPCR 2011 only)

#### The Statement Relating to Good Standing

**Contract Title:** Beechwood Combined Support Contract

**Contract Number:** 700008218

1. We confirm, to the best of our knowledge and belief, that ***Beechwood Equipment Limited*** including its directors or any other person who has powers of representation, decision or control of ***Beechwood Equipment Limited*** has not been convicted of any of the following offences:

- a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906\*;
- d. the offence of bribery;
- e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- g. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union\*, within the meaning of:
  - (1) the common law offence of cheating the Revenue;
  - (2) the common law offence of conspiracy to defraud;
  - (3) fraud or theft within the meaning of the Theft Act 1968\* the Theft Act (Northern Ireland) 1969\*, the Theft Act 1978\* or the Theft (Northern Ireland) Order 1978\*;
  - (4) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
  - (5) in Scotland, the offence of fraud;
  - (6) in Scotland, the offence of theft;
  - (7) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Act (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
  - (8) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994\*;
  - (9) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
  - (10) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968\* or section 19 of the Theft Act (Northern Ireland) 1969\* or making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;
  - (11) in Scotland the offence of uttering; or
  - (12) in Scotland, the criminal offence of attempting to pervert the course of justice;
- h. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007\*;
- i. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
- j. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- k. in Scotland, the offence of incitement to commit any of the crimes described in Regulation

23(1);

l. any other offence within the meaning of Article 39(1) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any member State.

\* including amendments to the legislation

**2. Beechwood Equipment Limited** further confirms to the best of our knowledge and belief that it:

a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;

b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;

d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom\*;

g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the member State in which it is established;

h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the member State in which it is established.

\* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

<b>Organisation name</b>	Beechwood Equipment Limited
<b>Signed (By Director of the Organisation or equivalent)</b>	[signed electronically]
<b>Name</b>	
<b>Position</b>	Director
<b>Date</b>	10 <sup>th</sup> January 2020

**Annex O - Repair Replace Parts Prices**

Please refer to accompanying document: Annex O – Repair\_Replace Parts Prices

## SC2 Schedules

### Schedule 1 - Definitions of Contract

<b>Articles</b>	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. ( <b>This definition only applies when DEFCONs are added to these Conditions</b> );
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or Executive Agency;</li></ul>
<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by

	means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> <li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li> <li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li> </ul> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
<b>CPET</b>	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in

	paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>Dangerous Goods</b>	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"> <li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li> <li>b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</li> <li>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</li> <li>d. International Maritime Dangerous Goods (IMDG) Code;</li> <li>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li> <li>f. International Air Transport Association (IATA) Dangerous Goods Regulations.</li> </ul>
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;



<b>Evidence</b>	<p>means either:</p> <ul style="list-style-type: none"> <li>a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li> <li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li> </ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
<b>Government Furnished Assets (GFA)</b>	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;
<b>Hazardous Contractor Deliverable</b>	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;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
<b>Information</b>	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
<b>Issued Property</b>	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Legal and Sustainable</b>	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
<b>Legislation</b>	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;
<b>Military Level Packaging (MLP)</b>	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;
<b>Primary Packaging Quantity(PPQ)</b>	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
<b>Recycled Timber</b>	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <p>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</p>

	<p>b. post-consumer reclaimed wood and wood fibre, and driftwood;</p> <p>c. reclaimed timber abandoned or confiscated at least ten years previously;</p> <p>it excludes sawmill co-products;</p>
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
<b>Schedule of Requirements</b>	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
<b>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
<b>STANAG4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Transparency Information</b>	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;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

## Annex 1 to Schedule 1

### Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

<b>Commercial Officer</b>	means the Authority's point of contact for Contract activity on the Contract.
<b>Cyber Essentials Certification</b>	refers to the certification required by the Authority to demonstrate they comply with requirements of the Contract.
<b>Demand Order Form</b>	means the process by which the Authority requests the Contractor to procure additional equipment included on the Contract.
<b>Disposal</b>	refers to the Authority's process with the Contractor for disposing of equipment considered BER (Beyond Economic Repair).
<b>Finance Officer</b>	means the Authority's point of contact for financial activity on the Contract.
<b>Limit of Liability</b>	means the maximum amount the Authority has agree to pay or claim relating to a particular item on the Contract.
<b>Liquidated Damages</b>	means the method in which the Authority will recover any losses incurred against the Contractor for late delivery.
<b>Non-Core</b>	means services required ad-hoc by the Authority issued by the Contractor using a Tasking Proforma.
<b>Operations Manager</b>	means the Authority's primary point of contract for all in-service activity on the Contract.
<b>Permits</b>	refers to any licences, registrations, permits or other authorities permits relating to firearms components necessary legally to carry out the requirements of the contract.
<b>Quality Management System</b>	means the process or system in place by the Contractor throughout the supply chain to fulfil the obligations on the Contract.
<b>Repair Request Form</b>	means the process by which the Authority requests the Contractor to provide a quotation for repairs, respond to a request for quotation, and inform the Contractor of action to be taken.
<b>Security Aspects</b>	refers to the Authority's requirements of the Contractor for handling of the information detailed in the Tender and following Contract Award.
<b>Supply Chain Manager</b>	means the Authority's point of contract for in-service repair activity on the Contract.
<b>Support Tasking Form</b>	means the process by which the Authority requests the Contractor to provide a quotation for support services, respond to a request for quotation, and inform the Contractor of action to be taken.

## Schedule 2 - Schedule of Requirements

### MINISTRY OF DEFENCE

<b>Name and Address of Contractor:</b> Beechwood Equipment Ltd, [REDACTED]	<b>Schedule of Requirements for:</b> Combined Support Contract	<b>Contract Number:</b> 700008218
<b>Issued in accordance with:</b> Offer of Contract		<b>On:</b> 23rd March 2020

Item No	Item Details	Total Qty	Firm Price (£) Ex VAT	
			Per Item	Total
1	Specification: Core Support Services in accordance with Annex A to Terms and Conditions (Year 1)	1	[REDACTED]	[REDACTED]
	Delivery Date & Location: DCC STA, MOD ABW [REDACTED]		[REDACTED]	
	MOD Stock Ref No/Part No/NSN: Not applicable		[REDACTED]	
	Packaging Requirements: Not applicable		[REDACTED]	
2	Specification: Non-Core Support/Repair Services in accordance with Annex A & C to Terms and Conditions (Year 1)	In accordance with individual tasking/repair forms	Priced in accordance with Clause 46 and Annex G-I of the Contract	Priced in accordance with Clause 46 and Annex G-I of the Contract
	Delivery Date & Location: In accordance with individual Tasking/Repair Forms			
	MOD Stock Ref No/Part No/NSN: Not applicable			
	Packaging Requirements: Not applicable			
3	Specification: Core Support Services in accordance with Annex A to Terms and Conditions (Year 2)	1	[REDACTED]	[REDACTED]
	Delivery Date & Location: DCC STA, MOD ABW [REDACTED]		[REDACTED]	
	MOD Stock Ref No/Part No/NSN: Not applicable		[REDACTED]	
	Packaging Requirements: Not applicable		[REDACTED]	
4	Specification: Non-Core Support/Repair Services in accordance with Annex A & C to Terms and Conditions (Year 2)	In accordance with individual tasking/repair forms	Priced in accordance with Clause 46 and Annex A & C of the Contract	Priced in accordance with Clause 46 and Annex A & C of the Contract
	Delivery Date & Location: In accordance with individual Tasking/Repair Forms			
	MOD Stock Ref No/Part No/NSN: Not applicable			
	Packaging Requirements: Not applicable			
5	Specification: Core Support Services in accordance with Annex A to Terms and Conditions (Year 3)	1	[REDACTED]	[REDACTED]
	Delivery Date & Location: DCC STA, MOD ABW [REDACTED]		[REDACTED]	
	MOD Stock Ref No/Part No/NSN: Not applicable		[REDACTED]	
	Packaging Requirements: Not applicable		[REDACTED]	

6	Specification: Non-Core Support/Repair Services in accordance with Annex A & C to Terms and Conditions (Year 3)	In accordance with individual tasking/repair forms	Priced in accordance with Clause 46 and Annex A & C of the Contract	Priced in accordance with Clause 46 and Annex A & C of the Contract
	Delivery Date & Location: In accordance with individual Tasking/Repair Forms			
	MOD Stock Ref No/Part No/NSN: Not applicable			
	Packaging Requirements: Not applicable			
7	Specification: Core Support Services in accordance with Annex A to Terms and Conditions (Option Years 4-5)	1	The Authority will submit a Request for Quotation to obtain prices for rates	The Authority will submit a Request for Quotation to obtain prices for rates
	Delivery Date & Location: DCC STA, MOD ABW [REDACTED]			
	MOD Stock Ref No/Part No/NSN: Not applicable			
	Packaging Requirements: Not applicable			
8	Specification: Non-Core Support/Repair Services in accordance with Annex A & C to Terms and Conditions (Option Years 4-5)	In accordance with individual tasking/repair forms	The Authority will submit a Request for Quotation to obtain prices for rates	The Authority will submit a Request for Quotation to obtain prices for rates
	Delivery Date & Location: In accordance with individual Tasking/Repair Forms			
	MOD Stock Ref No/Part No/NSN: Not applicable			
	Packaging Requirements: Not applicable			
9	Specification: Procurement of items in accordance with Annex B to Terms and Conditions (Years 1-3)	In accordance with Annex D Demand Order Form	Priced in accordance with Clause 46 & Annex J-K of the Contract	Priced in accordance with Clause 46 & Annex J-K of the Contract
	Delivery Date & Location: [REDACTED]			
	MOD Stock Ref No/Part No/NSN:			
	Packaging Requirements: Manufacturers Standard Packaging			
10	Specification: Procurement of items in accordance with Annex B to Terms and Conditions (Option Years 4-5)	In accordance with Annex D Demand Order Form	The Authority will submit a Request for Quotation to obtain prices for items	The Authority will submit a Request for Quotation to obtain prices for items
	Delivery Date & Location: [REDACTED]			
	MOD Stock Ref No/Part No/NSN:			
	Packaging Requirements: Manufacturers Standard Packaging			
11	Specification: Disposal of items in accordance with Annex C to Terms and Conditions	In accordance with individual tasking/repair forms	Priced in accordance with Clause 46 & individual tasking/repair forms	Priced in accordance with Clause 46 & individual tasking/repair forms
	Delivery Date & Location: [REDACTED]			
	MOD Stock Ref No/Part No/NSN:			
	Packaging Requirements: Manufacturers Standard Packaging			
TOTAL CONTRACT VALUE £ (Ex VAT)				£12,739.74

## Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<b>Condition 2 – Duration of Contract:</b>  The Contract expiry date shall be: 22/03/2023
<b>Condition 4 – Governing Law:</b>  Contract to be governed and construed in accordance with:  English Law  Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:
<b>Condition 8 – Authority's Representatives:</b>  The Authority's Representatives for the Contract are as follows:  Commercial: [REDACTED] (as per DEFFORM 111)  Project Manager: [REDACTED] (as per DEFFORM 111)
<b>Condition 19 – Notices:</b>  Notices served under the Contract shall be sent to the following address:  Authority: MOD Abbey Wood South, [REDACTED] (as per DEFFORM 111)  Contractor: Beechwood Equipment Ltd, [REDACTED]  Notices can be sent by electronic mail? Yes
<b>Condition 20.a – Progress Meetings:</b>  The Contractor shall be required to attend the following meetings:  Quarterly
<b>Condition 20.b – Progress Reports:</b>  The Contractor is required to submit the following Reports:  Monthly Repair Reports (if applicable)  Reports shall be Delivered to the following address:  [REDACTED]

<p><b>Supply of Contractor Deliverables</b></p> <p><b>Condition 21 – Quality Assurance:</b></p> <p>Is a Deliverable Quality Plan required for this Contract? No</p> <p>If required, 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.</p> <p>Other Quality Assurance Requirements:</p> <p>See Clause 46 – Quality</p>
<p><b>Condition 22 – Marking of Contractor Deliverables:</b></p> <p>Special Marking requirements:</p>
<p><b>Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</b></p> <p>A completed Schedule 6 (Hazardous Contractor Deliverables, 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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – [REDACTED]</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: 17/01/2020</p>
<p><b>Condition 25 – Timber and Wood-Derived Products:</b></p> <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)</p> <p>to be Delivered by the following date: 17/01/2020</p>
<p><b>Condition 26 – Certificate of Conformity:</b></p> <p>Is a Certificate of Conformity required for this Contract? Yes</p> <p>Applicable to Line Items: All</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain?</p> <p>Yes</p> <p>Applicable to Line Items:</p>



**Condition 28.b – Delivery by the Contractor:**

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

All

Special Delivery Instructions:

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

**Condition 28.c - Collection by the Authority:**

The following Line Items are to be Collected by the Authority:

None

Special Delivery Instructions:

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

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

**Condition 30 – Rejection:**

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

The time limit for rejection shall be Business Days.

**Condition 32 – Self-to-Self Delivery:**

Self-to-Self Delivery required? No

If required, Delivery address applicable:

**Pricing and Payment****Condition 35 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items Not applicable

Clause 46. Refers

**Termination****Condition 42 – Termination for Convenience:**

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

The Notice period for termination shall be Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

## **Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)**

**Contract No: 700008218**

### **1. Authority Changes**

Subject always to Condition 6 (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 6 (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.

## Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 13)

Contract No: 700008218
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>Price information.  Sub-contractor information relating to inventions, manufacturing processes, technology roadmaps  Costs including ex-works material costs and through life costs.  Technical Information</p>
<p>Cross Reference(s) to location of sensitive information:</p> <p>Annex J and K to Terms and Conditions  Support Services Statement of Work.  Annex G to K inclusive. Repair Statement of Work. DEFFORM 815.  Support Services and Repair Statement of Work, and any additional information that may be supplied in support of equipment procurement under Annexes J and K.</p>
<p>Explanation of Sensitivity:</p> <p>Commercially sensitive if available to a competitor.  Commercially and strategically sensitive if available to competitors.  Commercially sensitive if available to a competitor.  Technical information supplied in the course of performing the Contract will be subject to US International Traffic in Arms Regulations. Information subject to ITAR cannot be released to a third party that is not identified on the original licence or covered by Technical Assistance Agreement.</p>
<p>Details of potential harm resulting from disclosure:</p> <p>Financial loss.  Financial and IPR loss.  Financial loss.  Financial penalties arising from a breach of ITAR.</p>
<p>Period of Confidence (if applicable):</p> <p>Duration of contract + 24 months, or licence duration.</p>
<p>Contact Details for Transparency / Freedom of Information matters:</p> <p>Name: [REDACTED]  Position: Director  Address: Beechwood Equipment Limited, [REDACTED]  Telephone Number: [REDACTED]  Email Address: [REDACTED]</p>

## Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

### Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No: 700008218

Contract Title: Beechwood Combined Support Services for Optical Sights

Contractor: Beechwood Equipment Limited

Date of Contract:

☐ To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

☒ To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: 2) attached in accordance with condition 24.

Contractor's Signature:

Name: 

Job Title: Military Account Manager

Date: 13th January 2020

\* check box (☐) as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Department of Safety & Environment, Quality and Technology (D S & EQT)



Emails to be sent to:



## Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

### Data Requirements for Contract No: 700008218

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract

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

**Contract No: 700008218**

# DEFFORM 111

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: [REDACTED]  
Address: MOD Abbey Wood South, [REDACTED]  
Email: [REDACTED] ☎☎ [REDACTED]

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

Name: [REDACTED]  
Address: MOD Abbey Wood South, [REDACTED]  
Email: [REDACTED] ☎☎ [REDACTED]

### 3. Packaging Design Authority Organisation & point of contact:

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

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

Branch/Name:

☎☎

(b) U.I.N. DCC Lethality

### 5. Drawings/Specifications are available from

### 6. Intentionally Blank

### 7. Quality Assurance Representative: [REDACTED]

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

### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT –

[REDACTED]  
☎☎ [REDACTED]

2. For all other enquiries contact DES Fin FA-AMET Policy, [REDACTED]

☎☎ [REDACTED]

### 9. Consignment Instructions The items are to be consigned as follows:

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

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, [REDACTED]

Air Freight Centre

IMPORTS ☎☎ [REDACTED]

EXPORTS ☎☎ [REDACTED]

Surface Freight Centre

IMPORTS ☎☎ [REDACTED]

EXPORTS ☎☎ [REDACTED]

### **B.JSCS**



JSCS Helpdesk No. [REDACTED] (select option 2, then option 3)

JSCS Fax No. [REDACTED]

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

#### **11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, [REDACTED]

☎ ☎ [REDACTED] Fax: [REDACTED]

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

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

Ministry of Defence, Forms and Pubs Commodity Management [REDACTED] (Tel. [REDACTED])

Fax: [REDACTED]

**Applications via fax or email:** [REDACTED]

#### **\* NOTE**

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

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

## Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

### Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation DEFCON 21 ( Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 ( Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation DEFCON 127 ( Edn 12/14) Clause - 3a - Supply of Estimates of Costs	Supply estimates of the costs of production or performance of the Contractor Deliverables.		Supplier Organization
Obligation DEFCON 130 ( Edn 02/16) Clause - 10 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.		Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years		Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated		Supplier Organization

	drawings shall be provided for upload"		
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)		Supplier Organization
Obligation Condition - Compliance with hazard reporting requirements for materials or substances are ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Supplier Organization
Obligation Condition 26.a - Certificate of Conformity	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		Supplier Organization
Obligation Condition 36.c - Payment	Payment of sums due		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 2 - Submission of costs.	Submission of costs.		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 3 - Maintain details of costs.	Maintain details of costs.		Supplier Organization
Obligation DEFCON 653 ( Edn 12/14) Clause - 4 - Submission of DEFFORM 812 (Contract Costs statement).	Submission of DEFFORM 812 (Contract Costs statement).		Supplier Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 6f - Confirmation that employees have appropriate security clearance.	Confirmation that employees have appropriate security clearance.		Supplier Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 6h - Confirm that appropriate risk assessments have been undertaken.	Confirmation that appropriate risk assessments have been undertaken.		Supplier Organization
Mandatory Standstill Period Ending	The 10 day mandatory Standstill Period is closing		Supplier Organization
Cyber Essentials Certification	Supplier to maintain Cyber Essentials Certificate (or equivalent) for the term of the contract		Supplier Organization

## Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization
Obligation DEFCON 697 ( Edn 07/13) Clause - 17 - Provision of operational specific medical warning notices.	Provision of operational specific medical warning notices.		Buyer Organization
Contract Planning and Administration - Completion of Contract Statistics (reminder)	To update and complete Contract Statistics Form paying particular attention to SIC code, Location of Work and Subcontractors information (discussing with Contractor as necessary to complete)		Buyer Organization