

SCHEDULE 15
FORMS AND APPENDICES REFERENCED IN THE CONTRACT

1 PURPOSE

1.1 Schedule 15 (*Forms and Appendices referenced in the Contract*) provides a list of Forms that are referenced in the Terms and Conditions of Contract.

2 LIST OF APPENDED FORMS TO SCHEDULE 15

Appendix 1 - Confidentiality Agreement

Appendix 2 - DEFFORM 522A – Relevant Form Details Schedule 5

Appendix 3 - DEFFORM 30 – Electronic Transactions Agreement

Appendix 4 - Annual Certificate Form AAC 32

Appendix 5 – Not Used

Appendix 6 - Accounting for Property of the Authority

Appendix 7 - Minimum Requirement - Financial Management Reports to be Provided by Suppliers

Appendix 8- Security Measures - Provisions to be included in relevant Subcontracts

Appendix 9 – DEFFORM 129J - Shipping Form Design

Appendix 10 – MOD Form 640 – Advice and Inspection Note

Appendix 11 – DEFFORM 129B - Military Packaging Feedback Report / Complaint

Appendix 12 – DEFFORM 522 - Relevant Form Details For Schedule 5 (*Pricing and Payment*) .

Appendix 13 – DEFFORM 129A - Application for Packaging Designs or their status

Appendix 14 – DEFFORM 68 - Hazardous Articles, Deliverables, Materials or Substances
Statement by the Contractor

Appendix 15 – DEFFORM 691A - Timber and Wood-Derived Products Supplied under the Contract
– Data Requirements.

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APPENDIX 1 TO SCHEDULE 15

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made the day of 20 .

BETWEEN

[hereinafter called "the Holder"] of the one part, AND

[hereinafter called "the Recipient"] of the other part.

WHEREAS:

A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");

B. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient in order that the Recipient may, for the purposes of the Authority, respond to Invitation to Tender No..... ("the ITT"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;

C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose to other than the Authority the Information in whole or in part in any manner or form for other than the sole purpose of enabling the Recipient to respond to the ITT and, in the case of being awarded the contract, to perform that contract.

2. The Recipient may disclose the Information only to those of its officers and employees as need to know the Information for the purposes set out in paragraph 1. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.

3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:

- a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or
- b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
- c. has been generated independently by the Recipient ; or
- d. is in or enters the public domain otherwise than by breach of this or another undertaking;

provided the relationship to the remainder of the Information is not revealed.

4. The Recipient shall return to the Authority all the Information, and any copies thereof, promptly upon being notified that the Recipient's bid has been unsuccessful or in the event that the Recipient decides not to respond to the Invitation to Tender, becomes unable to respond to the Invitation to Tender, or withdraws its Tender after submission.
5. In the event that the Recipient is awarded the contract pursuant to its response to the ITT, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return to the Authority the Information, and any copies of it, when this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.
6. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.
7. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
8. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it .
9. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
10. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
11. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
12. This Agreement is made subject to English law and to the exclusive jurisdiction of the English courts, and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of the Recipient by:

Signed on behalf of the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:

ATTACHMENT 1 TO APPENDIX 1 TO SCHEDULE 15

INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT

[To be completed before the Agreement is signed]

RELEVANT FORM DETAILS FOR SCHEDULE 5

APPENDIX 3 TO SCHEDULE 15**THE ELECTRONIC TRANSACTIONS AGREEMENT****Between****And****SECRETARY OF STATE FOR DEFENCE****MINISTRY OF DEFENCE****Electronic Transactions Agreement**

THIS AGREEMENT comprises the General Clauses for electronic transactions.

The terms of this Agreement shall govern the conduct and methods of operation between the parties in relation to the electronic exchange of data for the purposes of or associated with the supply of Contractor Deliverables pursuant to those contracts which reference it. Except as otherwise provided in the appended terms, the terms do not apply to the substance of the data transfer. This Agreement shall have the date of and be effective from the date of the last signature hereunder.

AGREED

For and on behalf of:

For and on behalf of:

Secretary of State for Defence

Signature: _____

Signature: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

Whose Registered Office is at:

Whose Address is:

Agreement reference number:

CONTENTS**ELECTRONIC TRANSACTIONS****GENERAL CLAUSES**

CLAUSE 1	Definitions – Removed - Schedule 1 (<i>Definitions and Acronyms</i>)
CLAUSE 2	Scope
CLAUSE 3	Security of Data
CLAUSE 4	Authenticity of Messages
CLAUSE 5	Integrity of Messages
CLAUSE 6	Acknowledgement of Receipt of Messages
CLAUSE 7	Storage of Data
CLAUSE 8	Intermediaries
CLAUSE 9	Term and Termination
CLAUSE 10	Interruption of Service
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CLAUSE 13	Precedence
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CLAUSE 15	Limit of Liability
CLAUSE 16	Entire Agreement
	Message Implementation Guidelines (MIGs) and additional requirements and information applicable to this Agreement

DEFINITIONS

- a. Removed. See Schedule 1 (Acronyms and Definitions)

1. Scope

- a. The Messages to be exchanged under this Agreement are detailed in the Message Implementation Guidelines referred to in Annex A, which also includes guidance on how these should be profiled.
- b. This Agreement shall apply to all Messages passed between the parties using the Adopted Protocol. The parties agree that all such Messages shall be transmitted in accordance with the provisions of this Agreement.
- c. The parties may agree additional or alternative terms to reflect additional or different requirements which they may have for the Interchange of Messages, which terms shall form part of this Agreement.

2. Security of Data

- a. Each of the parties shall:
 - (1) ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or destroyed and is capable of being retrieved only by properly authorised persons;
 - (2) subject to the provisions of Sub-Clause 8.a. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract;
 - (3) protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.
- b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made pursuant to Sub-Clause 3. a. iii. the sender shall ensure that such markings are repeated in the further transmission.
- c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.
- d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:

- (1) immediately investigate the cause, effect and extent of such breach;
- (2) report the results of the investigation to the other party;
- (3) use all reasonable endeavours to rectify the cause of such breach.

e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

3. Authenticity of Messages

a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.

b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

4. Integrity of Messages

a. The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and, subject to Sub-Clauses 5.b. 5.d. and 15, shall be liable for the direct consequences of any failure to perform its obligations under this Sub-Clause 5.a.

b. Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.

c. Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message. Any liability of the sending party which would otherwise accrue from its failure to comply with the provisions of this Sub-Clause 5.c. shall not accrue if Sub-Clause 5.d. applies.

d. Notwithstanding Sub-Clauses 5.a. and 5.c. the sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.

e. If the receiving party has reason to believe that a Message is not intended for them they shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from its system the information contained in such Message.

5. Acknowledgement of Receipt of Messages

a. Except where the Interchange of Messages takes place solely within ePurchasing, immediately upon receipt of a Message at its receipt computer, the receiving party's receipt

computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.

- b. An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c. Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract or in Annex A to this Agreement if applicable or, if no limit is specified, within a reasonable period of time.
- d. Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e. Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.
- f. A Message shall be understood to have been received from the sender:
 - (1) if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - (2) if transmitted at any other time, at 09.00 on the first business day (recipient's time) on receipt by the sender of a Functional Acknowledgement; or
 - (3) if the Interchange of Messages takes place solely within ePurchasing, at the moment a Message is completed by pressing the submit button if transmitted between 09.00 and 17.00 hours on a business day (recipient's time) or if transmitted at any other time, at 09.00 on the first business day (recipient's time).

6. **Storage of Data**

- a. Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b. The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c. Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d. Each party shall ensure that:
 - (1) it has appointed an identifiable person responsible for the operation and management of that party's data processing system concerned with the interchange of Messages; and

(2) the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

7. Intermediaries

a. Subject to Clause 15 if either party uses the services of an intermediary to transmit, log, store or process Messages, that party shall be responsible for any acts, failures or omissions by that intermediary in its provision of the said services as though they were his own acts, failures or omissions. The Authority shall be liable as between the Authority and the Contractor for any acts, failures or omissions of ePurchasing in its provision of the services of an intermediary as though they were the acts, failures or omissions of the Authority.

b. Any party using an intermediary shall ensure that it is a contractual responsibility of the intermediary that no change in the substantive data content of the Messages to be transmitted is made and that such Messages are not disclosed to any unauthorised person.

8. Term and Termination

a. This Agreement shall take effect as of the date of last signature and shall remain in full force and effect until terminated by either party upon giving one month's notice to the other. Any termination of this Agreement shall not affect contracts that call it up by reference prior to that termination.

b. Notwithstanding termination for any reason, Clauses 3, 7 and 8 shall survive termination of this Agreement.

c. Termination of this Agreement shall not affect any action required to complete or implement Messages which are sent prior to such termination.

9. Interruption of Service

a. The parties acknowledge that service may be interrupted at times during the course of this Agreement. In such circumstances, the parties shall immediately consult each other on the use of alternative forms of communication to be used, including facsimile, telephone or paper. Any alternative forms of communication shall not be controlled by this Agreement.

b. Applicable only in the absence of a relevant clause in the Contract:

(1) Subject to Sub-Clause 10. a., a party shall not be deemed to be in breach of this Agreement by reason of any delay in performance, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to any interruption of service or incident of Force Majeure as described in Sub-Clause 10.b.iii. below, of which he has notified the other party without delay

(2) The time for performance of that obligation shall then be extended accordingly. Sub-Clause 10. b. i. shall not operate so as to relieve liability for any matter which is a breach of Clause 3 of this Agreement

(3) For the purposes of this Agreement, Force Majeure means, in relation to either party, any circumstances beyond the reasonable control of that party.

10. Invalidity and Severability

a. In the event of a conflict between any provision of this Agreement and any law, regulation or decree affecting this Agreement, the provisions of this Agreement so affected shall be regarded as null and void or shall, where practicable, be curtailed and limited to the extent necessary to bring it within the requirements of such law, regulation or decree but otherwise it shall not render null and void other provisions of this Agreement.

11. Notices

a. The provisions of DEFCON 526 (or Condition H3 if you are using SC2 / SC3) shall apply.

12. Precedence

a. In the event of any conflict between the terms of this Agreement and the Contract, then the terms of the Contract shall prevail in relation to the substance of the Messages in connection with the Contract.

13. Virus Control

a. Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

14. Limit of Liability

a. Each party agrees that, in relation to any claim, or series of connected claims, including claims for negligence but excluding claims resulting from wilful misconduct, arising from any delay or omission or error in the electronic transmission or receipt of any message pursuant to this Agreement, the liability of either party to the other shall be limited to £10,000 (exclusive of VAT), or where the Contract provides otherwise, to such other amount as is specified in the Contract.

b. For the avoidance of doubt, liability in relation to any claim arising under the Contract shall be determined in accordance with the Contract.

c. In the event that a delay, omission or error as referred to in Clause 15a occurs, which causes a delay in the performance of an obligation by either party under the Contract, the period for the performance of that obligation by the affected party shall be extended by a period of time equal to the period of any such delay, omission or error.

15. Entire Agreement

a. This Agreement, including Annex A and any documents expressly referred to in this Agreement, represents the entire agreement between the parties and supersedes all other agreements oral or written, and all other communications between the parties relating to the subject matter hereof provided that nothing in this Clause shall exclude any liability for fraudulent misrepresentation.

Message Implementation Guidelines (MIGs)

The current and applicable MIG as approved by the MOD within this agreement can be viewed on the D2BTrade Website: <http://www.d2btrade.com>.

APPENDIX 4 TO SCHEDULE 15

Annual Certificate Form AAC 32

**MINISTRY OF DEFENCE
ANNUAL CERTIFICATE FOR THE ACCOUNTING & CONTROL OF
GOVERNMENT FURNISHED EQUIPMENT (GFE)**

I certify that we have fully met our contractual obligations concerning the accounting and control of GFE.

I confirm that your requirements regarding the receipt, usage and final delivery or disposal of GFE

contained within the relevant **Defence Contract Conditions**, and further detailed in DEFENCE STANDARD 05-99 have been fully complied with except as stated in the attachment to this certificate.

I confirm that formal Company procedures and systems are in operation for the accounting and control of GFE and that an auditable Public Store Account (PSA) exists.

**CERTIFICATE OF STOCKTAKING AND RECONCILIATION OF MINISTRY OF DEFENCE PUBLIC
STORE ACCOUNT RECORDS PERIOD ENDING**

1. I certify that a physical check of all GFE held under an authorising document has been completed in accordance with Defence Standard 05-99. Items covered by AMET dispensation ref: have not been counted, but the stock lines concerned are included in the relevant totals on Page 2 (*insert AMET dispensation reference, or delete sentence if inapplicable*). Quantities have been reconciled with our stock records and the results, which include information regarding stock found, surpluses and deficiencies, entered on PE(SA) F750 and PE(SA) F749 forms or equivalents. Stock records have been noted and adjusted in accordance with your requirements.
2. Details of stocktaking results, including the serial numbers of the relevant PE(SA) F750 and PE(SA) F749's or equivalents, and, where available, the estimated value of GFE held are noted on Page 2. The attached PE(SA) F749 or equivalent represents the final results of our stocktaking exercise for this period and all discrepancies have been fully investigated and validated. Liability is accepted for the listed deficiencies.

Signed
on behalf of the Company

Name (In Block Letters)

Official Position Date

Contractors Name:

Address:

Telephone number: Fax number:

**Please return to: DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street,
Manchester M1 2WD**

Quoting reference: GN/

Tel: 44 (0)161 233 5392 or 5388

e-mail: aacdatamanager@aol.com

STOCKTAKING RESULTS FOR YEAR FROM TO

Loan Type (Delete If Necessary)	Total Line Items¹ Held	Total Lines Stockchecked	Total Line Items¹ Surplus	Total Line Items¹ Deficient	Total Line Items¹ Discrepant
Contract Embodiment					
Item					
Contract Work Arising					
Contract Support Item					
Cases/Containers					
Fault Investigation					
Reject Items					
Marketing & Sales					
TOTALS					
PE(SA) F750/F749 or equivalents Ser Nos ²					
Approximate volume of GFE receipt & issue transactions per month					
Estimated Value of GFE = £					

¹ A line item is all items with the same part number.

² All PE(SA) F749 or equivalent shall quote PT reference where known, in addition to MOD Contract Number.

SELF ACCOUNTING/NON SELF ACCOUNTING SUB-CONTRACTOR

Holdings for the above may need to be included in the totals quoted on Page 2 of 3. **Clause 13** of Def Stan 05-99 refers.

1. Do you hold GFE as a sub-contractor under self-accounting arrangements?

YES/NO

If **YES** please state Name & Contract No. of the Prime contractor & confirm inclusion of all GFE, held as Issued Property under DEFCON 611, in the totals declared on Page 2 of 3.

2. Have you issued GFE to any non-self accounting subcontractors?

YES/NO

If **YES** please state Name of subcontractor and your Contract Number and confirm inclusion of stocktaking details in the totals declared on Page 2 of 3.

3. Do you hold loaned equipment as a non-self accounting subcontractor?

YES/NO

If **YES** please state Prime contractors name and details of contract(s) involved, and confirm that these items are not included in the totals declared on Page 2 of 3.

DISPOSAL ACTION

1. Items awaiting disposal instructions are to be included in the totals on Page 2 of 3 and MOD contract number, loan type and quantities detailed below:

APPENDIX 5 TO SCHEDULE 15

NOT USED

APPENDIX 6 TO SCHEDULE 15**Accounting for Property of the Authority****Format**

The Contractor is not obliged to maintain and report on his PSA records in a format that is different from his original records. Electronic formats are the preferred format for reporting under Clause 51.1.2 of this Contract. If electronic formats are used for reporting, the following formats are acceptable:

- Single MS Access Table
- Unformatted MS Excel Spreadsheet

Other electronic formats may be suitable, subject to agreement with DBS Finance ADMT - see Box 8 of DEFFORM 111 (Appendix 1 of this Schedule 15) for points of contact. Reports required under Clause 1.b) of this Condition are to be submitted to DBS Finance ADMT - see Box 8 of DEFFORM 111 (Appendix 1 of this Schedule 15).

Item Record Information

A record is required for each item of Government Furnished Assets (GFA) held by the Contractor from information available to the Contractor provided by the Authority and from the Contractor's own inventory management systems.

Serial	Name	Description	Comments
KEY DATA FIELDS			
1a 1b 1c	NATO Stock Number (NSN)	The NSN is to be provided in 3 separate fields, ie NSN (4 digits) NC (2 digits) IIN (7 digits)	The NSN is a 13 digit number assigned to an Item of Supply. It consists of the 4 digit NATO Supply Classification (NSC) and the 9 digit National Item Identification Number (NIIN) ie Nation Code (NC) + IIN. "Dummy" reference numbers should not be used.
2	Contract Number or identification of authorising document or responsible MOD official's details if there is no contract.	Contract Number under which the contractor holds GFA.	If an item is issued against or transferred to a new Contract or other authorising document, Serial 2 details should be updated. The preceding Contract No field is to be completed at Serial 8.
3	Terms of Issue / Loan Type	Contract Work Item (CWI); Contract Work Arising (CWA); Contract Support Item (CSI); Contract Embodiment Item (CEI).	This is the loan category indicating why industry is holding the asset.
4	Part Number	The Original Equipment Manufacturer's part number for the item	Essential if Serial 1 information is not available. A serial number or unique sequence number should be identified for high value stock items. For JTTE insert Tool No.
GENERAL DATA FIELDS			
5	Domestic Management Code/Inventory Management Code (DMC/IMC)	Unique Identifier used to further identify the main equipment to which an item belongs.	Domestic Management Code examples are; IMC (Sea): 0613 DMC (Land): 1VSM DMC (Air): 10S Note - No DMC/IMC starts with a 0 (zero).
6	Description	A description of the Asset	The description on the issuing paperwork should be used.

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Serial	Name	Description	Comments
7	Unit Of Measure	Each, Pack, etc for each line	Otherwise know as Denomination of Quantity
8	Preceding Contract No		To be completed if an item is transferred to a new-succeeding contract.
9	JTTE Indicator	"Yes" indicator to reflect that JTTE has passed from DEFCON 23 to DEFCON 611	This indicator is to be flagged when the contractor moves an item off the DEFCON 23 Register and lists the item in the PSA.
10	Prime Contractor	The Prime Contractor AAC Code should be detailed where the item is being reported by a self-accounting subcontractor	
11	Disposal Indicator	Highlights an item which requires disposal: 1 – Obsolete 2 – Surplus 3 – Disposal instructions requested 4 – Disposal instructions received	May relate to an item identified as obsolete or surplus to requirements, or for which disposal instructions have been received.
12	Remarks		Any remarks pertinent to the item or that will better identify ownership

Transactional Information

Transactional information enables Resource Accounting and Budgeting compliant accounting and informs decisions on future requirements and any assessment for disposal, either to scrap or return to a MOD Depot or Unit. A transactional information record is required for each item held by the Contractor, comprising Serial Nos 1, 2, 3 and 4 identified as the Key Data Fields, which will form the unique record identifier that will be used by the Page 6 of 7 Accounting For Property Of The Authority

Assets in Industry Data Centre. No aggregation of individual line entries is required to be undertaken by the Contractor for transactional returns.

GENERAL DATA FIELDS			
KEY DATA FIELDS			
13	Opening Balance Data	Reporting period start date.	
14	Quantity Embodied		Only to be recorded when the item has been embodied in the end product, i.e. at the point in time when the item loses its own identity.
15	Quantity Returned to MOD		This is to include quantity of items returned to MOD under cover of MOD Form 640 or MOD Form 650.
16	Quantity Disposed		This is to include quantity of items scrapped on site or lost in shops (MOD Form 650A), and items authorised for disposal through DSA or otherwise.
17	Quantity Issued - Other		Any other issue of items not covered by serial 14, 15 or 16. The reason for the issue / transfer is to be recorded in the remarks field.

OFFICIAL

18	Quantity Received		
19	Stocktaking Adjustments	Stock Adjustments (Qty) as a result of stocktaking losses or gains.	

APPENDIX 7 TO SCHEDULE 15

MINIMUM REQUIREMENT - FINANCIAL MANAGEMENT REPORTS TO BE PROVIDED BY SUPPLIERS

Example Submission										DEFFORM 647 ANNEX B														
Contract No:	xxxxx	Description:	xxxxxx	Supplier:	xxxxxx	Original Contract price:	xxxxxx	Report Date:	02-Jul-13															
						(Ex VAT)		Currency:	£ UK Sterling															
Financial Management Report (Work Completion Plan) - £						Revised Contract price:	xxx	Nature of Pricing:	e.g. firm/fixed															
MILESTONE/ Activity/Item/NSN	Description	Value (Ex VAT)	Progress % Complete as at report date		Prior Years	Apr-13	May-13	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	14/15	ETC Annual Financial Year Estimates until Contract End Date	Total				
1				Work completed in month																				
				Cumulative Work completed																				
2				Work completed in month																				
				Cumulative Work completed																				
Total Work Complete																								
Contractor representative:																								
This document is an estimate of work completed on this contract, and is based on my best judgement reflecting the information available to me.																								
Name																								
Signature																								
Position																								
Date																								

APPENDIX 8 TO SCHEDULE 15**Security Measures Provisions to be included in relevant Subcontracts****Definition – Removed to Schedule 1 (*Acronyms and Definitions*)**

1. Removed to Schedule 1 (Acronyms and Definitions)

The Official Secrets Acts

2. The Second Party shall:

- a) take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911 and 1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and
- b) if directed by the First Party or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, he is bound by the Official Secrets Acts 1911 and 1989 (and where applicable by any other legislation).

Security Measures

3. Unless he has the written authorisation of the Authority to do otherwise, neither the Second Party nor any of his Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

- a) who is not a British citizen;
- b) who does not hold the appropriate authority for access to the protected matter;
- c) in respect of whom the Authority has notified the Second Party in writing that the Secret Matter shall not be disclosed to or acquired by that person;
- d) who is not an Employee of the Second Party;
- e) who is an Employee of the Second Party and has no need to know the information for the proper performance of the Agreement.

4. Unless he has the written permission of the Authority to do otherwise, the Second Party and his Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:

- a) no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;
- b) any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework and upon request, is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Second Party has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Second Party shall:

- a) provide to the Authority:

- i. upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with sub-Clause 4.b);
 - ii. upon request, such information as the Authority may from time to time require so as to be satisfied that the Second Party and his Employees are complying with his obligations under this Condition, including the measures taken or proposed by the Second Party so as to comply with his obligations and to prevent any breach of them;
 - iii. full particulars of any failure by the Second Party and his Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;
- b) ensure that, for the purpose of checking the Second Party's compliance with the obligation in sub-Clause 4.b), a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Second Party which are in any way connected with the Agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the Agreement. Such representative shall be entitled to all such information as he may reasonably require.

6. If at any time either before or after the completion or termination of the Agreement, the Second Party or any of his Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Second Party shall forthwith inform the Authority of the matter with full particulars thereof.

Subcontracts

7. If the Second Party proposes to make a subcontract which will involve the disclosure of Secret Matter to the subcontractor, the Second Party shall:

- a) submit for approval of the Authority the name of the proposed subcontractor, a statement of the work to be carried out and any other details known to the Second Party which the Authority shall reasonably require;
- b) incorporate into the subcontract the terms of this Condition and such secrecy and security obligations as the Authority shall direct;
- c) inform the Authority immediately he becomes aware of any breach by the subcontractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Agreement.

Termination

8. The First Party shall be entitled to terminate the Agreement immediately if:




- a) the Second Party is in breach of any obligation under this Condition; or
- b) the Second Party is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.

APPENDIX 9 TO SCHEDULE 15

Shipping Form Design

Use the following design and complete the fields in accordance with the explanatory Notes below:

From: 777 ANGEL ROAD St PAULS EDENVILLE HE6 40N		Unique Identifier:  823456-8234/823458234/82349245	
Via:		To:	
Demand / Task Reference:  *BC278787*			
Description:			
RDD:	SPC:	UN Haz Code:	
Date Shipped:	Batch Number:	Piece Number:	
Weight:	Dimensions:		
NSN:  *5120996260953*			
IMC/DMC:	D of Q:	Qty in Package: Total this Delivery:	

NB Four fields have been completed for illustration purposes only.

Explanatory Notes To DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
A	From	Details of the supplier providing the Goods or Service.		256	alphanumeric		Goods & Services
B	Unique Identifier (UOI, URRI or EUPI)	Unique Order Identifier (UOI) Produced by P2P for non inventory Purchase Orders	<p>The identifier that P2P uses to uniquely identify a specific shipment within a Purchase Order Line.</p> <p>These fields are concatenated together in the UOI.</p> <p>This field should be provided in both Bar Code Symbology 39 and human readable text.</p>	30	Alphanumeric and Bar Code Symbology 39	<p>A concatenation of the PO Number, PO Line Number and PO Shipment Number delimited by the forward slash character '/'</p> <p>If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'.</p> <p>Example of a UOI for a BPA:</p> <p>123456-1234/12345/1234</p> <p>If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is:</p> <p>Numeric</p>	Goods & Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
						Example of a UOI for a Standard PO or CPA: 23456/12345/1234	
		Unique Receipt Reference Identifier (URRI) Produced by P2P for Inventory Orders	An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.	6	This attribute is provided in both Bar Code 39 and human readable text format.	5 or 6 alphanumeric in the following formats: For deliveries to Sea: Sxxxxxa e.g. S1234AA For deliveries to Land: Lxxxxxa e.g. L1234BA For deliveries to Air: xxxxxA e.g. 12345A	Goods and Services
		Electronic Business Capability Unique Package Identifier (EUPI)	An alphanumeric sequence generated by the supplier.	12	alphanumeric		Goods
C	Via	Intermediate Address responsible for forwarding the package to the final destination. The address to which the supplier should send the delivery if filled in.		256	alphanumeric		Goods and Services
D	To	The Final Address to which the package shall be delivered or, in the case of a service, the address of the receipting authority. Unit name Delivery Address 1		256	alphanumeric		Goods and Services

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5 Delivery Address Post Code Country					
E	Demand / Task Reference	Orders from P2P (Where the Unique Identifier is either the UOI or URRI)	Contract Number identifying the MoD contract placed on a supplier responsible for the supply of specific goods <i>And if an inventory order</i>	12	alphanumeric		Goods and Services
		Inventory Orders from P2P (where the Unique Identifier is the URRI)	Order Number identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract. This attribute is provided in both Bar Code 39 and human readable test format.	20	alphanumeric & Barcode 39		Goods
		Non P2P electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric		DDMMYYYY + 12345678 + 12345 + 123456 + 123456
F	Description	Description of the item or service as defined in the contract.		240	alphanumeric		Goods and Services
G	RDD	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.		8	numeric	DD/MM/YYYY	Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
H	SPC	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.	2	numeric		Goods
J	UN Haz Code	UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129	2	alphanumeric		Goods
K	Date Shipped	Date package dispatched from the supplier or service provided.	8	Numeric	DD/MM/YYYY	Goods and Services
L	Batch Number	Batch Production Number indicated on the goods if required				Goods
M	Piece Number	The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10	6	alphanumeric		Goods
N	Weight	The gross weight of the package in metric format.	8	numeric		Goods
P	Dimensions	The size of the package in L x B x H in metric format	15	alphanumeric		Goods
Q	NSN	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item within the inventory system. This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.	13	numeric & Barcode 39		Goods
R	IMC/DMC	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
S	DofQ	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	Qty in Package	The total quantity of the item contained within the package	7	numeric		Goods
T	Total This Delivery	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

APPENDIX 10 TO SCHEDULE 15**ADVICE AND INSPECTION NOTE****INTRODUCTION**

1. Advice and Inspection Note - is used in connection with deliveries under all Ministry of Defence Contracts, except where specified otherwise. Advice and Inspection Notes shall be rendered in respect of each delivery under the Contract, or as specified in the Contract. The description of the Articles entered on these forms must be strictly in agreement with those specified in the Contract Schedule. The detailed procedure for preparation and rendering of Advice and Inspection Note is set out below; the Advice and Inspection Note copies shall be distributed in accordance with this Appendix 9, or as otherwise specified in the Contract. Failure to comply with these instructions could delay payment.

MAIN FEATURES OF THE FORM

2. The main features of the Form are:-

- a) The Form is in 'landscape' (ie horizontal) format.
- b) It is interleaved with one-time carbons.
- c) It consists of a set of five copies, (plus one, extra copy, available separately) with colour identification in the following order starting from the top:

Red - Packing Copy

Yellow - Contractor's Copy

Brown - Payment and VAT Invoice Copy

Green - Advice Copy (for retention by Consignee)

Mauve - Information Copy

Blue - Extra Copy

- d) For the purpose of completing the Form the 'MOD stock reference' is the Reference Number or Part Number as stated in the Contract.
- e) The term 'Major Non-Conformance', as referred to on the Form, is defined in Section 1, paragraph 4 of DEF-STAN 05-61, Part 1, Issue 3.
- f) The brown and green copies can be folded to fit a standard C6 window envelope for despatch to the consignee.
- g) Unless stipulated otherwise in a contract, the contractor may, at his discretion, retain or destroy the mauve 'information' copy of the Form.

h) Pads of extra blue (advice) copies are available for use as and when necessary.

3. PROCEDURES

- a) Arrangements for distribution of the Form for overseas deliveries, or for goods sent to a UK forwarding addressee for onward transmission overseas, or for goods despatched directly overseas, are stated on the back of the yellow copy in paragraph 5 (of this Appendix 9).
- b) Where applicable, the address to which the mauve copy should be sent will be shown in the Contract or the Appendix to the Contract. Where no address is shown, the mauve copy should be destroyed unless needed by the Contractor.
- c) Consignees will receipt the brown copy and return it to the Contractor as soon as they are satisfied that the consignment is in order. Where a consignment consists of a number of complex items, each of which has to be checked for discrepancies, the Contractor may find it speeds clearance of the payment copy if he raises a separate set of the Form for each such item.
- d) The brown copy serves as an invoice where the Directorate of Accounts (Bills) (D Acs(Bills)) is the Bill Paying Authority and each Advice and Inspection Note submitted must contain the contract price(s).
- e) If a 'Duty Paid' indication is needed and the brown copy is being used as an invoice, it should be made in any suitable blank space (except those reserved for the Authority's use) on the front of that copy.
- f) If special distribution of the Form for deliveries of diverted stores is required, instructions will be given in the Diversion Order itself. NOTE: Signature and stamping of Advice and Inspection Note by Ministry personnel is not required and no such endorsements should be sought. The format of Advice and Inspection Note is to be amended accordingly but, in the meantime, Contractors are to use the existing Forms and ignore the requirement for the Departmental endorsement. This will not affect bill payment.

LOST FORMS

4. If any of the copies of a Advice and Inspection Note raised and distributed by a Contractor go astray, the Contractor should implement whichever of the following procedures is appropriate.

Where the Consignee is a MOD Establishment

- a) Except when the brown copy is missing, the Contractor should inform the Consignee who will raise the relevant substitute Advice and Inspection Note(s).
- b) When the brown copy is missing, whether solely or in conjunction with other copies, the Contractor should inform the Bill Paying Authority named in the Contract, who will raise the relevant substitute Advice and Inspection Note(s), following receipt of a photocopy of the original yellow copy of Advice and Inspection Note.

Where the Consignee is another Contractor

The consignor should apply to the Bill Paying Authority named in the Contract, who will raise the relevant substitute Advice and Inspection Note(s). A photocopy of the original yellow copy of Advice and Inspection Note, together with an indication of which substitute copies are required, should accompany the application. Should the Contractor's yellow copy also be lost, then the mauve copy should be copied. Unless otherwise agreed, the substitute Advice and Inspection Note(s), will be forwarded to the Contractor who will be responsible for distribution, as appropriate.

AMENDMENT AND CANCELLATION OF MOD FORMS ADVICE AND INSPECTION NOTE

5. If the Contractor needs to amend a set of Advice and Inspection Note once any of the copies has left his possession, he should write to this effect to the recipients. If cancellation is necessary and a new set of Advice and Inspection Note(s) is raised in replacement, it should cross refer to the original one. This procedure is not to be used for lost forms (see paragraph 4 of this Appendix 9).

GENERAL

6. Stocks of Advice and Inspection Notes are available from:

Forms and Pubns Commodity Management

PO Box 2

Building C16

C Site

Lower Arncott

Bicester

OX25 1LP

7. Advice and Inspection Notes are to be used only for deliveries off contracts.

APPENDIX 11 TO SCHEDULE 15

MILITARY PACKAGING FEEDBACK REPORT/ COMPLAINT *

*Delete as appropriate

1. To:		2. From:	
		Tel:	Fax:
		Email:	
		Website:	
3. Purpose: (Reason for Form)			
4.(a) NATO Stock Number: (13 digits)		4.(b) Item Name:	6. Date Form Raised:
5. Issuer of Form: (name, Printed and Signature)			
6. Give all available relevant details of the Packaging in question: (Including Packaging Level / Code etc.)			

7. Nature and description of Feedback or problem

(attach a photograph or dimensional sketch whenever possible)

8. Response from Form Recipient:

9. Signature of Responder: (name, printed and signature, and post details)

APPENDIX 12 TO SCHEDULE 15

Ministry of Defence

RELEVANT FORM DETAILS FOR SCHEDULE 5 (*Pricing and Payment*).

Contract Number: _____

[illegible]

With regard to Schedule 5 (*Pricing and Payment*), the Contractor shall submit all claims for payment to the Bill Paying Branch.

³ When completing Column 3, “Representative of the Authority”, please ensure, wherever practicable, this is not one person and that there are arrangements for payment approval forms to be signed when the usual “Representative” is absent.

Notes

Note 1: This form is primarily a Feedback Report for contracts using DEFCON 129. It should be sent to the Contract Sponsor (PT / IM / PDA see DEFFORM 111) who should pass details on to DESIMOCSCP-Pkg@mod.uk

Note 2: The purpose of this form is to enable contractors anywhere in the Supply Chain to provide non-defect related feedback or queries on any Packaging related topic to the origin of the supply chain. It may also be used by MOD units to highlight concerns, suggestions and actual practice.

Note 3: Any resultant agreed change should be reflected as appropriate in a contract amendment and in the appropriate Inventory Management System(s).

Note 4: This form may also be used as a complaint form if required, but only where there are no other formal alternatives and only relating to Packaging.

APPENDIX 14 TO SCHEDULE 15

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

Contract Number:

Contract Title:

Contractor:

Date of Contract:

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

* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with either:

DEFCON 68 ☐ ; or

Clause 17 of Standardised Contract 1 Conditions ☐

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded 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

APPENDIX 15 TO SCHEDULE 15

Ministry of Defence
Timber and Wood-Derived Products Supplied under the Contract –
Data Requirements

Contract No: _____

The following information is provided in respect of clause Schedule 11 (*Ancillary Requirements*):

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