

## **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 7;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	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: <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</li><li>d. 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 27.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 (Formal Amendments to the 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 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.kid.mod.uk">https://www.kid.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 27 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 upon which both Parties have signed the Contract;
<b>Evidence</b>	means either: 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 other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
<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, or any exercise of Royal Prerogative;
<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 intergovernmental 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>	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
<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>Publishable Performance Information</b>	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
<b>Recycled Timber</b>	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: <ul style="list-style-type: none"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> it excludes sawmill co-products;
<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>Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

<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, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
<b>STANAG 4329</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, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

**Schedule 2 - Schedule of Requirements for Contract No: 703219450**

**REDACTED**

### Schedule 3 – Contract Data Sheet

#### General Conditions

##### Condition 2 – Duration of Contract:

The Contract expiry date shall be: September 2023 – March 2028 + Two Option Years

##### Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law ☐ clause 4.d shall apply *(one must be chosen)*

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:

##### Condition 7 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: [REDACTED] *(as per Annex A to Schedule 3 (DEFFORM 111))*

Project Manager: [REDACTED] *(as per Annex A to Schedule 3 (DEFFORM 111))*

##### Condition 18 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority:  
Defence Equipment and Support  
Cedar 2C  
MOD Abbey Wood  
Bristol  
BS34 8JH  
*(as per Annex A to Schedule 3 (DEFFORM 111))*

Contractor:  
2 Crewe Road North  
Edinburgh  
EH5 2XS

Notices can be sent by electronic mail

[REDACTED]



**Condition 19.a – Progress Meetings:**

The Contractor shall be required to attend the following meetings:

REDACTED

**Condition 19.b – Progress Reports:**

The Contractor is required to submit the following Reports:

REDACTED

Reports shall be Delivered to the following address:

By email to Authority Representative (As per Condition 18 above)

**Supply of Contractor Deliverables****Condition 20 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? ☒ (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 90 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.

**Other Quality Assurance Requirements:**

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production. CoC shall be provided in accordance with Clause 25.

AQAP 2210 Edition A Version 2 - NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply.

No Deliverable Quality Plan is required reference DEFCON 602B.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Materiel.

For guidance on the application and interpretation of AQAPs refer to the appropriate AQAP Standards Related Document (SRD).

- Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 4.

**Condition 21 – Marking of Contractor Deliverables:**

Special Marking requirements: Not Applicable

**Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**

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:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [DESTECH-QSEPEnv-HSISMULTI@mod.gov.uk](mailto:DESTECH-QSEPEnv-HSISMULTI@mod.gov.uk)

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

**Condition 24 – Timber and Wood-Derived Products:**

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)

to be Delivered by the following date: October 2022

**Condition 25 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? ☒ (tick as appropriate)

Applicable to Line Items: CofC's to be confirmed once line items identified

If required, do the Contractor Deliverables require traceability throughout the supply chain? ☒  
(tick as appropriate)

Applicable to Line Items: To be confirmed

**Condition 27.b – Delivery by the Contractor:**

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

REDACTED

Special Delivery Instructions:

Items will be delivered and collected by Leidos only. No self-to-self deliveries.

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

**Condition 27.c - Collection by the Authority:**

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

REDACTED

Special Delivery Instructions:

Items will be delivered and collected by Leidos only. No self-to-self deliveries.

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

Consignor details (in accordance with Condition 27.c.(4)):

Line Items:      Address: Leonardo  
   2 Crewe Road North  
   Edinburgh  
   EH5 2XS

Consignee details (in accordance with Condition 22):

Line Items:      Address:      TBC for each line item

**Condition 29 – 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    30    Business Days.

**Condition 31 – Self-to-Self Delivery:**

Self-to-Self Delivery required?      ☐    (*tick as appropriate*)

If required, Delivery address applicable:

N/A

<b>Pricing and Payment</b>
<b>Condition 34 – Contract Price:</b>  REDACTED

<b>Termination</b>
<b>Condition 41 – Termination for Convenience:</b>  The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be 40 Business Days

<b>Other Addresses and Other Information</b> <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

**Schedule 3**  
**Annex A**

DEFFORM 111

(Edn 07/21)

Appendix – Addresses and Other Information

**1. Commercial Officer**

Name: [REDACTED]

Address: MOD Abbey Wood, #4110  
Cedar 2c  
Bristol  
BS34 8JH

Email: [REDACTED]

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD ☎ 44 (0) 161 233 5394

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

Name: [REDACTED]

Address: MOD Abbey Wood, #4110  
Cedar 2c  
Bristol  
BS34 8JH

Email: [REDACTED]

**9. Consignment Instructions**

The items are to be consigned as follows:  
As per Contract Date sheet above

**3. Packaging Design Authority**

Organisation & point of contact: N/A

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

**B. JSCS**

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

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.

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

**Tel No:** N/A

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

**11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

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

Liverpool, L2 3YL

**Website is:**

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

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

Authority – request via email

**6. INTENTIONALLY BLANK**

**12. Forms and Documentation are available through** \*: Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site  
Lower Arncliff  
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  
**Applications via fax or email:**  
[LeidosFormsPublications@teamleidos.mod.uk](mailto:LeidosFormsPublications@teamleidos.mod.uk)

**1. Quality Assurance Representative:**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**\*NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> 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.

**Schedule 4 – Contract Change Control Procedure (i.a.w. clause 6.a) for Contract No:  
703219450**

**Authority Changes**

1. The Authority shall be entitled to propose any change to the Contract (a “Change”) or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

**Notice of Change**

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an “Authority Notice of Change”) on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a “Contractor Change Proposal”) in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
  - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
  - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
  - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
  - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor’s reasoning on the matter; and
  - e. further to such notification:
    - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor’s notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
    - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor’s grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
      - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
      - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

## **Contractor Change Proposal**

7. As soon as practicable, and in any event within:
  - a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
  - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
    - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
    - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,
- the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.
8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
  - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
  - b. a detailed breakdown of any costs which result from the Change(s);
  - c. the programme for implementing the Change(s);
  - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
  - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

## **Contractor Change Proposal – Process and Implementation**

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - a. evaluate the Contractor Change Proposal; and
  - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM 10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
  - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

#### **Contractor Changes**

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

**Schedule 5 – Contractor’s Sensitive Information (i.a.w. Condition 12) for Contract No:  
703219450**

REDACTED

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 703219450**

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

Contract No: 703219450

Contract Title: Upgrade for the Artillery Pointing System for the L118 Light Gun

Contractor: Leonardo UK Ltd

Date of Contract: 1<sup>st</sup> September 2023

\* 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 **statement provided (see: Criteria13\_Schedule6-Attachment1.docx) –Safety Data Sheets (Qty: —) attached** in accordance with Condition 23. ☒

Contractor's Signature:

Name:

[REDACTED]

Job Title: Commercial Manager

Date: 11<sup>th</sup> January 2023

\* check box (☒) as appropriate

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

#### **Schedule 6 - Hazardous Contractor Deliverables**

To facilitate the safe use of the product, Leonardo declares the following hazards being present:

REDACTED

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 703219450**

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):

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

**Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract No: 703219450**

Acceptance shall be in accordance with the criteria listed under the SoW

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 703219450**

**KPI document is attached Separately – labelled at Schedule 20 of this contract and as such Schedule 9 is not in use.**

\*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published. Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 703219450**  
**PART A – Notification of IPR Restrictions**

Please continue on additional sheets where necessary.

REDACTED

(Please see the [DEFFORM 711 Completion Notes](#) for guidance on completing the Notification of Intellectual Property Rights (IPR) Restrictions form)



**Schedule 11 – Security Aspects Letter for Contract No. 703219450**

REDACTED

## **Schedule 12 – Government Furnished Assets**

### **GOVERNMENT FURNISHED ASSETS**

#### **GFA Descriptions:**

- a. Government Furnished Equipment (GFE) is the generic term for materiel loaned to a contractor. These are tangible items that the Contractor must manage and account for. GFE consists of:
- b. Government Furnished Resources (GFR) is personnel, most commonly Service Personnel on long-term loan or secondment.
- c. Government Furnished Information (GFI) is generally technical information, in any media format, supplied to a contractor to tender for or perform a contract e.g. for equipment delivery. It may also comprise of requirements information, software, commercially sensitive information, or personnel related information where the contractor needs that type of information to provide a particular service to the MOD.
- d. Government Furnished Facilities (GFF) is facilities, which in this context means 'hard' infrastructure, such as buildings or test sites and facilities.

#### **Terms of Loans Descriptions:**

Contract Work Item (CWI): Item or equipment being worked on

Contract Work Arising (CWA): Item or sub assembly removed normally from the CWI

Contract Support Item (CSI): Item provided to support work on the CWI

Contract Embodiment Item (CEI): Item or sub assembly embodied in the CWI or new build.

## Schedule 12 - Government Furnished Assets

**Loan Equipment Currently Held on the Existing LINAPS LG Support Contract (UK Light Gun Repair & Design Services, Ref: ARTYSYS/00300).**

On completion of Contract ARTYSYS/00300 (scheduled completion March 2024), all Government Furnished Equipment (GFE) currently held by Leonardo UK Ltd in support of contract ARTYSYS/00300 (see Table 1) shall be transferred to the new LG Upgrade Contract; loan period expected to be until 2030.

In order to develop the LINAPS upgrade modifications, it should be noted that the new LG Upgrade Contract shall still require access to this equipment between the period Award of Upgrade Contract and prior to Contract ARTYSYS/00300 completing in March 2024.

## Table 1

[illegible]

### Additional Loan Equipment Required to Support the LG Upgrade Contract

In addition to the above GFE, Leonardo shall require the following additional GFE equipment (see Table 2) to develop the LINAPS upgrade modifications; this equipment shall be required for a period of 18 months from Contract Award.

NOTE: It should be noted that these equipment's shall be utilised as a "Reference" UK LG System for proving the LG Upgrades.

## Table 2

[illegible]

NSN	Part Number	Serial No	Description of GFA Item	Qty	Requirement Date
██████████	██████████	██████████	██████████	1	First deliveries expected March 2024
██████████	██████████	██████████	██████████	1	Contract Award + 30 days
██████████	██████████	██████████	██████████	1	Final release expected November 2023

### Schedule 13 – Staged Payment Scheme

**The Staged Payment Scheme shall be proposed by the Supplier as part of the Tender return, and be subject to agreement by the Authority**

[illegible]

	REDACTED		

#### **Schedule 14 – Labour Rates**

#### **AGREED RATES FOR THE TASKS TO BE AGREED UNDER THE SCHEDULE OF REQUIREMENTS (SoR)**

1. This Annex includes one rate table to assist in the pricing of tasks under the SoR.
2. All rates provided below are presented excluding profit.

#### **TABLE 1: Contractor Man Day Rates excluding Profit (Year starts 1<sup>st</sup> April)**

**(Applicable to Line Item 4 and labour elements to all schedule line items)**

REDACTED

#### **NOTE:**

**The table above is a guide and can be expanded to facilitate more grades as necessary to the contract.**

## Schedule 15 – Task Authorisation Form and Register

<b>SOR Line Item:</b>	<b>Date TAF Pt 1 Raised: (Date)</b>
<b>Title: XXX (Repair of....)</b>	

### PART 1 – REQUEST FOR QUOTATION AND TASK SPECIFICATION

<b>To:</b>	Leonardo UK LTD	<b>From:</b>	Defence Equipment & Support
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You are requested to provide a firm price quotation in accordance with Clause 46.e and Schedule 15 for the requirement detailed below:

**\*\* Activities, Deliverables (including quantity), Delivery/Consignee/Packaging Requirements, Acceptance Requirements, Additional Terms and Conditions, Quality Standards, NSNs.**

Where applicable a separate Statement of Work may be attached. \*\*

#### TASK DESCRIPTION:

##### Repair of .....

1. **Start standard.** The authority will provide qty.....
2. **Acceptance** – On completion of each XXX repair, the contractor shall provide an electronic Certificate of Conformity (CoC) to the Authority which shall confirm the following:
  - a) Repaired XXX are fully functional within environmental conditions A2, A3, 61, 62, B3, CO and C1 as defined in DEFSTAN 00-035.
  - b) Repaired XXX are fit for issue without further qualification.
3. The process is functional within environmental conditions A2, A3, B1, B2, B3, C0 and C1 as defined in DEFSTAN 00-035.
4. **Repair Management** – Repairs will be managed using the 'ad hoc' 8D process. From a contractor perspective the repairs will be loaded as a batch directly to the repairer. Upon completion of each XXX the repairer will issue an electronic (CofC) and inform the Authority of completion.
5. **Beyond Economical Repair (BER)** — The Authority cannot provide a start state for the XXX and therefore it is feasible that a BER XXX may reach Leonardo. In the event that an XXX are obviously BER (for example crushed in a gun rollover, or kinetic damage), Leonardo will inform the Authority as part of the TAF response. The total repair quantity will be adjusted accordingly.



6. **Delivery** – the Authority will arrange shipment to the repair agency from the Joint Supply Chain (JSC) Donnington.

7. **Payment** – The Contractor will provide a firm price for each **XXX**, itemised per **XXX**. The

strip and survey report will show which **XXX** require soft repairs (software) and which require hardware. On receipt of all CofCs, the Authority will authorise payment through the Contract Purchasing & Finance (CP&F) process.

8. **This Tasking Authorisation Form (TAF) includes the following DEFSTAN's.**

DEFSTAN 05-099 – Managing Government Furnished Equipment in Industry, Issue 1 ☐

DEFSTAN 00-035 - Environmental Handbook for Defence Material issue no 5 ☐

9. **This Tasking Authorisation Form includes the following DEFCON's specifically for this requirement:**

DEFCON 14 – Intervention and Design Crown Rights and Ownership of Patents and Registered Designs – ☐

DEFCON 15 – Design Rights and Rights to Use Design Information – ☐

DEFCON 16 – Repair and Maintenance Information – ☐

DEFCON 117 – Supply of Information for NATO Codification and Defence Inventory Introduction - ☐

DEFCON 126 – International Collaboration (For the purposes of clause 2 and 3, the period specified in the Contract shall be the duration of this Contract) - ☐

**Date Required By:**

**Security Classification: Official**

**Part 2 (Quotation) Required:** 30 days from the point of receipt of the PDS process.

#### **AUTHORITY APPROVAL**

Name:

Position:

Signed:

Date:

**FIRM PRICE OFFER**

The Contractors Firm Price quotation for the above Task in accordance with DEFCON 643 is £**XXX** (Ex VAT) as follows:

Labour Role (in accordance with Schedule 11)	Price Band	FY <b>23/24</b> (add columns for additional FYs)		Total
		Rate (as detailed at Schedule 11)	Man Days	
Labour Total				
Materials	Qty	Cost Per Unit	Cost	Total
	N/A	N/A	N/A	£0.00
Materials Total				£0.00
Price				
Labour & Materials Total				£
S&A				£
PV				£
Profit				£
Total Price				£

- A Firm Price in accordance with the Rates agreed at Schedule 11.
- An overall timescale/completion date, detailing dates of all deliverables required/proposed to be supplied, supported by the appropriate project controls products;
- A compliance matrix showing the extent of the Contractor's compliance with the requirements detailed at Part 1 or a suitable statement confirming full compliance;
- Proposed packaging specifications, if appropriate;
- Any applicable assumptions, dependencies or exclusions;
- Details of any requirements for GFA, proposed for addition to Schedule 10; and
- A statement about any IPR restrictions applying to any deliverables.
- A statement confirming compliance with the terms and conditions of the contract or identifying any proposed changes for the Authority's consideration.

The assumed Start date for this Task is: Await Approval

The completion date for this Task shall be no later than (based on assumed start date): 1 month from receipt of approval process completed repairs through the shipping loop.

The proposed payment terms of this contract are as follows:

**THIS QUOTATION IS VALID UNTIL:****CONTRACTOR AUTHORISING OFFICER**

Name: Position:

Signed: Date:

PART 2 – OFFER & QUOTATION			
<b>To:</b>	Defence Equipment & Support	<b>From:</b>	Leonardo MW LTD

Copy to MOD Commercial

PART 3 – AUTHORISATION TO PROCEED									
<b>To:</b>	Leonardo MW LTD	<b>From:</b>	Defence Equipment & Support						
CHECK BOX AS APPROPRIATE									
<b>A</b> <input type="checkbox"/>	<b>AUTHORISATION IS NOT GRANTED TO PROCEED FOR THE FOLLOWING REASON:</b> (check box as appropriate, signed part 3A, 3B and 3C not required)  A revised quotation is required, and a revised Part 1 will be issued: <input type="checkbox"/> There is no longer a requirement for this task: <input type="checkbox"/>								
<b>B</b> <input type="checkbox"/>	<b>AUTHORISATION IS GRANTED TO PROCEED:</b> (signed part 3A, 3B and 3C required)  You are hereby requested to proceed with the requirement described within Part 1 as outlined in Part 2 at the firm price of:								
<b>3C. ARTYSYS PROJECT MANAGER/REPRESENTATIVE</b>  I confirm that the direct labour hours and the material elements of the Firm Price quotation are commensurate with the work involved.  I confirm that the GFA requirement has been made available if applicable.  Name: _____ Position: _____  Signed: _____ Date: _____									
<b>3D. ARTYSYS FINANCE CONTROLLER</b>  I confirm that Sufficient Funds exist under the UIN/RAC/LPC and a Requirement Scrutiny has been undertaken.  <table border="1" style="width: 100%;"> <tr> <th style="width: 33%;">UIN</th> <th style="width: 33%;">RAC</th> <th style="width: 33%;">LPC</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table> Name: _____ Position: _____  Signed: _____ Date: _____				UIN	RAC	LPC			
UIN	RAC	LPC							
<b>3E. ARTYSYS COMMERCIAL APPROVAL</b>  I confirm that a fully approved Business Case exists for this requirement and funding.  Name: _____ Position: _____  Signed: _____ Date: _____									

<b>PART 4 – COMPLETION OF THE TASK</b>			
<b>To:</b>	Defence Equipment & Support	<b>From:</b>	Leonardo MW LTD
<b>PART 4A – TO BE COMPLETED BY THE CONTRACTOR</b>			
<b>CONTRACTOR'S DECLARATION:</b>			
Task and all deliverables completed on:			
<b>CONTRACTOR AUTHORISING OFFICER</b>			
Name:		Position:	
Signed:		Date:	
<b>To:</b>	Defence Equipment & Support	<b>From:</b>	Leonardo MW LTD
<b>PART 4B – TO BE COMPLETED BY THE AUTHORITY</b>			
<b>AUTHORITY'S ACCEPTANCE OF COMPLETION:</b>			
I certify the Task has been completed and the Contractor is now permitted to submit a claim for payment in accordance with the terms and conditions of the Contract.			
<b>AUTHORITY APPROVAL</b>			
Name:		Position:	
Signed:		Date:	

**Copy to: Authority Commercial and Finance Representatives**

## TAF Register

## SCHEDULE OF REQUIREMENT LIST OF APPROVED AD-HOC PDS TASKS

LINE ITEM – LDCU REPAIR TAFs				
TAF SERIAL NUMBER	DESCRIPTION OF TASK	DATE AUTHORISED (PART 3)	TASK COMPLETION DATE	FIRM PRICE AGREED
TOTAL:				

LINE ITEM – INU REPAIR SURGE TAFs				
TAF SERIAL NUMBER	DESCRIPTION OF TASK	DATE AUTHORISED (PART 3)	TASK COMPLETION DATE	FIRM PRICE AGREED
TOTAL:				

[illegible]

<b>TOTAL:</b>	
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**Schedule 16 – DEFFORM 532 – Personal Data Particulars**  
**Personal Data Particulars**

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

<b>Data Controller</b>	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>[insert the delivery team name (or equivalent source), address and contact details]</i>
<b>Data Processor</b>	The Data Processor is the Contractor. The Personal Data will be processed at: <i>[insert address(es) and contact details]</i>
<b>Data Subjects</b>	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
<b>Categories of Data</b>	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <i>[Examples include name, address, telephone number, medical records etc]</i>
<b>Special Categories of data (if appropriate)</b>	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i> <i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows: <i>[please specify]</i> <i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i>
<b>Nature and the purposes of the Processing</b>	The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i> <i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>

<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to <a href="#">Def Stan 05-138</a>. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></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): <i>[please specify]</i></p> <p><i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

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