

## Schedule 1 - Definitions of Contract

<b>Articles</b>	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	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 28.c and Collected and Collection shall be construed accordingly;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);

<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"><li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li><li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li></ul> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
<b>CPET</b>	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>Dangerous Goods</b>	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"><li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li><li>b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</li><li>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</li><li>d. International Maritime Dangerous Goods (IMDG) Code;</li><li>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li></ul>

f. International Air Transport Association (IATA) Dangerous Goods Regulations.

<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. 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, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
<b>Military Level Packaging (MLP)</b>	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;

<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	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>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>Short-Rotation Coppice</b>	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

<b>Specification</b>	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
<b>Timber and Wood-Derived Products</b>	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
<b>Transparency Information</b>	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

## **Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)**

The following Narrative Condition also applies to this Contract:

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

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

### **COVID-19: Extension of time and relief from performance**

1. The parties recognise that the continuance of the COVID-19 pandemic may have an adverse impact on the ability of the Contractor to perform its obligations under this Contract. The Contractor shall not therefore be in breach of its obligations under this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure is a sole and direct result of the continuance of the COVID-19 pandemic.
2. The Contractor shall immediately notify the Authority in writing that the continuance of the COVID-19 pandemic has solely and directly resulted or is likely to solely and directly result in a delay or failure to perform its obligations under the Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.
3. Subject to clause 4 below, the Contractor shall be entitled to request an appropriate period of:
  - a. additional time for performing; and/or
  - b. relief from other contractual consequences, of late or non-performance ofsuch obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the adverse impact of the continuance of the COVID-19 pandemic, and to facilitate the continued performance of its obligations under the Contract.
4. The maximum period of additional time and/or for which relief will be granted under this clause shall be limited to one calendar month after contract acceptance, after which the Authority may terminate the Contract on giving 30 days' notice in writing to the Contractor. On termination of the Contract, the Contractor shall be entitled to be paid an amount equal to any and all charges payable (but as yet unpaid) for Contractor Deliverables delivered up to the date of termination but shall otherwise have no claim against the Authority in relation to such termination.

The following Defence Conditions (DEFCONS) also apply to this Contract:

DEFCON 76 (Edn 12/06) - Contractor's Personnel at Government Establishments

DEFCON 524A (Edn 02/20) – Counterfeit Materiel

DEFCON 531 (Edn 11/14) – Disclosure of Information

**Schedule 2 - Schedule of Requirements for Contract No: 1000161867**

For Channel Emulator

<b><u>Contractor Deliverables</u></b>									
<b>Item Number</b>	<b>MOD Stock Reference No.</b>	<b>Part No. (where applicable)</b>	<b>Specification</b>	<b>Consignee Address Code (full address is detailed in DEFFORM 96)</b>	<b>Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)</b>	<b>Delivery Date</b>	<b>Total Qty</b>	<b>Price (£) Ex VAT</b>	
								<b>Per Item</b>	<b>Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet) )</b>
1	N/A	N/A	Supply and Delivery of functioning RF Channel Emulator system in accordance with the Authority's Statement of Requirement at Schedule 9 to Standardised Contract Template 2 (SC2)	XY		ASAP	1	299,999.78	299,999.78
2	N/A	N/A	Hardware and software support for a minimum period of 5 years. (Optional)			ASAP	1	215,000.00	215,000.00
								<b>Total Price</b>	299,999.78 (£514,999.78 Inc option)

<b>Item Number</b>	<b>Consignee Address (XY code only)</b>
1-4	Delivery address is DSTL Porton Down, Salisbury, Wiltshire SP4 0JQ for the attention of [Redacted under FOIA Section 40, Personal Information].



**Schedule 3 – Contract Data Sheet****General Conditions****Condition 2 – Duration of Contract:**

The Contract expiry date shall be from the agreed date of delivery.

**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 8 – Authority's Representatives:**

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

Commercial: [Redacted under FOIA Section 40, Personal Information] (as per Schedule 3 Annex A-DEFFORM 111)

Project Manager: [Redacted under FOIA Section 40, Personal Information] (as per Schedule 3 Annex A-DEFFORM 111)

**Condition 19 – Notices:**

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

Authority: : Commercial Services, Building 5, Room G-02, Dstl Porton Down,  
Salisbury, Wiltshire, SP4 0JQ or via Email to [Redacted under FOIA Section 40, Personal Information] (as per DEFFORM 111)

Contractor: Keysight technologies  
610 Wharfedale Rd, Winnersh Triangle, Wokingham, Berkshire, RG41 5TP  
[Redacted under FOIA Section 40, Personal Information]

Notices can be sent by electronic mail? ☒ (tick as appropriate)

**Condition 20.a – Progress Meetings:**

The Contractor shall be required to attend the following meetings:

N/A

**Condition 20.b – Progress Reports:**

The Contractor is required to submit the following Reports:

N/A

Reports shall be Delivered to the following address:

N/A

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

All deliverables must comply with the Wireless Telegraphy Act 2006 and other legislation

**Condition 22 – Marking of Contractor Deliverables:**

Special Marking requirements:

N/A

**Condition 24 - 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 – [Redacted under FOIA Section 40, Personal Information]  
to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverables.

**Condition 25 – 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:

**Condition 26 – Certificate of Conformity:**

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

Applicable to Line Items:

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

Applicable to Line Items:

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

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

All Items detailed at Schedule 2

Special Delivery Instructions:

**DELIVERY REQUIREMENT**

Please deliver these goods FOA: [Redacted under FOIA Section 40, Personal Information], Building 5, Dstl Porton Down, Salisbury, Wiltshire.SP4 0JQ,

Please ensure this is printed clearly on the delivery documentation.

PLEASE NOTE DELIVERIES ARE NOT ACCEPTED IN DSTL STORES AFTER 1600hrs.

Deliveries to Dstl Porton Down using vehicles in excess of 15 tonnes gross weight should be made via the A30 road, and not through the Porton village.

Delivery drivers must carry some form of identification, (e.g. Credit card, drivers licence etc).

Access to the Dstl site may not be allowed, if site clearance has not previously been obtained and we do not have an escort available.

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

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

N/A

Special Delivery Instructions:

N/A

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

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

Line Items: Address: [REDACTED]

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

**Condition 30 – Rejection:**

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

The time limit for rejection shall be                      Business Days.

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

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

If required, Delivery address applicable:

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

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

Line Items                                      Clause 46.                      refers

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

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

The Notice period for termination shall be                      Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

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

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: [Redacted under FOIA Section 40, Personal Information]

Address: Room G02, Building 5, Dstl Porton Down, SALISBURY Wilts SP4 OJQ

Email: [Redacted under FOIA Section 40, Personal Information]

Tel: [Redacted under FOIA Section 40, Personal Information]

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

Name: [Redacted under FOIA Section 40, Personal Information]

Address Building 5 Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ, UK

Email: [Redacted under FOIA Section 40, Personal Information]

Tel: [Redacted under FOIA Section 40, Personal Information]

**3. Packaging Design Authority**

Organisation & point of contact:

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

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

**Tel No:**

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

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

☎ [Redacted under FOIA Section 40, Personal Information]

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ [Redacted under FOIA Section 40, Personal Information]

**9. Consignment Instructions**

The items are to be consigned as follows:  
See Schedule 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 ☎ [Redacted under FOIA Section 40, Personal Information]

EXPORTS [Redacted under FOIA Section 40, Personal Information] Surface Freight Centre

IMPORTS ☎ [Redacted under FOIA Section 40, Personal Information]

EXPORTS ☎ [Redacted under FOIA Section 40, Personal Information]

**B. JSCS**

JSCS Helpdesk No. [Redacted under FOIA Section 40, Personal Information] (select option 2, then option 3) JSCS

Fax No. [Redacted under FOIA Section 40, Personal Information]

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

**11. The Invoice Paying Authority**

DSTL Accounts Payable ☎ [Redacted under FOIA Section 40, Personal Information]

PO Box 325

Dstl Portsdown West

FAREHAM Hants, PO14 9HL

e – mail : [ACCOUNTSPAYABLE@dstl.gov.uk](mailto:ACCOUNTSPAYABLE@dstl.gov.uk)

**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 Arncott

Bicester, OX25 1LP [Redacted under FOIA Section 40,  
Personal Information]

Applications via fax or email: [Redacted under FOIA  
Section 40, Personal Information]

**7. Quality Assurance Representative:**

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

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

**\*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.b) for Contract No: 1000161867**

**1. Authority Changes**

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

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

**3. Contractor Change Proposal**

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

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

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - (1) evaluate the Contractor Change Proposal;
  - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
  - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

**5. Contractor Changes**

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

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13) for  
Contract No: 1000161867**

Contract No: 1000161867
Description of Contractor's Commercially Sensitive Information: N/A
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:



**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 1000159008**

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

Contract No: 1000159008 v2

Contract Title: Communications Channel Emulator 2

Contractor: Keysight Technologies UK Ltd

Date of Contract: 13<sup>th</sup> August 2021

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

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

Contractor's Signature:

[Redacted under FOIA Section 40,  
Personal Information]

Name:

[Redacted under FOIA Section 40, Personal Information]

Job Title:

[Redacted under FOIA Section 40, Personal Information]

Date: 26<sup>th</sup> July 2021

\* check box (☒) as appropriate

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**Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: 1000161867**

Schedule of Requirements (Schedule 2) Item 1 and 2- Specific Acceptance Criteria

Schedule of Requirements (Schedule 2) Item 1 and 2- Specific Acceptance Criteria  
Deliverables will be tested to ensure that they demonstrate the following

- The channel emulator shall have at least 16 bi-directional RF test ports
- The instantaneous bandwidth of each RF test port shall be a minimum of 80MHz
- Each RF test port shall have a frequency range of 1000MHz – 6000MHz
- The channel emulator shall be capable of establishing user settable delays/attenuations between RF ports. Ability to update the settings (to represent moving objects) is required.
- The channel emulator shall allow attenuation and delay values to be set at runtime using an appropriate programming interface. This shall permit both fixed and moving objects to be represented.
- The unit shall be capable of establishing delays and attenuations between ports to represent fixed or varying distances between objects in the range 1-100km, with speeds 0-600m/s
- The positions of all elements within a scene shall be independently settable over the full range 1-100km.
- The unit shall be capable of establishing realistic RF channel characteristics between RF ports
- The unit shall be capable of emulating antenna patterns for each port
- The unit shall be capable of connecting radios using at least 3x3MIMO processing with appropriately different channel characteristics for each antenna port.
- The unit shall provide at least 100 “digital” paths between RF inputs and RF outputs each supporting multiple fading paths.

**Schedule 9 statement of requirement (applicable for items 1-4 inclusive as detailed in schedule 2 of the contract) for Contract No: 1000161867**

<b>Schedule 9 statement of requirement (applicable for items 1-4 inclusive as detailed in schedule 2 of the contract) for Contract No: 1000161867 Statement of Requirement Title</b>	<b>Channel Emulator</b>
<b>1. Executive Summary</b> Dstl requires an RF channel emulator as part of an overall test capability for communications RF and Electronic Warfare testing. A multi-channel unit is required that will enable several nodes to be connected and with a frequency range suitable for current and future communication systems.	
<b>2. Introduction – Overall Aim/ Background / Scope and Boundaries / Objective(s) of this SoR.</b>	
<p>a. Background</p> <p>Dstl has identified a need for a test capability for several related purposes. By analysing the different test requirements it has identified that an RF channel emulator will enable all the requirements to be met from a single unit. To allow for future growth potential there are desirable requirements for additional capacity to be possible in the future. Dstl will conduct “conventional” testing using a channel emulator to represent complex propagation within a realistic RF channel. Dstl also plans to conduct tests where the channel emulator will be used to emulate the geometry within which a range of signal sources and receivers are deployed to ensure that each receiver is presented with an RF signal equal to the sum of the signals from each transmitter taking account of propagation and range.</p>	
<b>Scope and Boundaries of the Requirement</b>	
<b>3. Requirement(s)</b>	
<p>a. General requirements</p> <ul style="list-style-type: none"> <li>The unit shall have a warranty of at least 2 years</li> <li>The supplier shall be able to provide hardware and software support for a minimum period of 5 years.</li> <li>The unit shall apply with all appropriate legislation for laboratory equipment including EMC and CE directives.</li> </ul>	
<p>b. Mandatory/Essential Requirements</p> <p>The Supplier must ensure that the equipment will meet the following requirements:</p> <ul style="list-style-type: none"> <li>The channel emulator shall have at least 16 bi-directional RF test ports</li> <li>The instantaneous bandwidth of each RF test port shall be a minimum of 80MHz</li> <li>Each RF test port shall have a frequency range of 1000MHz – 6000MHz</li> <li>The channel emulator shall be capable of establishing user settable delays/attenuations between RF ports. Ability to update the settings (to represent moving objects) is required.</li> <li>The channel emulator shall allow attenuation and delay values to be set at runtime using an appropriate programming interface. This shall permit both fixed and moving objects to be represented.</li> <li>The unit shall be capable of establishing delays and attenuations between ports to represent fixed or varying distances between objects in the range 1-100km, with speeds 0-600m/s</li> <li>The positions of all elements within a scene shall be independently settable over the full range 1-100km.</li> <li>The unit shall be capable of establishing realistic RF channel characteristics between RF ports</li> <li>The unit shall be capable of emulating antenna patterns for each port</li> </ul>	

- The unit shall be capable of connecting radios using at least 3x3MIMO processing with appropriately different channel characteristics for each antenna port.
- The unit shall provide at least 100 “digital” paths between RF inputs and RF outputs each supporting multiple fading paths.

c. Desirable requirements

- It is desirable that the unit should be expandable to having at least 24 bidirectional RF ports
- It is desirable that each RF test port shall have a frequency range covering 50MHz – 6000MHz.
- It is desirable that the equipment be capable of collecting and recording to removable media I/Q data from one selected port
- It is desirable that the unit be upgradeable to higher bandwidth for each RF port in the future.
- It is desirable that the unit should support cellular and Wi-Fi standards-compliant channel characteristics.
- It is desirable that the unit should support emulation of objects with orbital ranges and speeds.
- It is desirable that the unit should provide at least 240 digital paths between RF inputs and RF outputs.

#### 4. Deliverables

A system that meets the essential requirements from section 3b, to be delivered to the DSTL Porton Down. The system should be installed and training will be required to allow DSTL staff to use the system competently. Servicing and operating manuals need to be provided.

No	Deliverable Description	Location	Due Date	Firm Price (Exc VAT)
1	Supply and Delivery of functioning RF Channel Emulator system in accordance with the Authority's Statement of Requirement at Schedule 9 to Standardised Contract Template 2 (SC2)	DSTL Porton Down, Salisbury, Wiltshire SP4 0JQ	ASAP	299,999.78
2	Hardware and software support for a minimum period of 5 years. (option)	DSTL Porton Down, Salisbury, Wiltshire SP4 0JQ	ASAP	215,000.00

#### 5. Deliverables Acceptance

The system will be subject to the specific acceptance criteria detailed at Schedule 8 once delivered to DSTL Porton Down.



