FRAMEWORK SCHEDULE 4 – Annex 3

**ALTERNATIVE AND ADDITIONAL CLAUSES FOR LOT 4**

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| **ALTERNATIVE CLAUSES** |
|  |  | Scots Law |
|  |  | Northern Ireland Law |
| **ADDITIONAL CLAUSES** |
|  |  |  |
|  | C1 | Collaboration Agreement  |
|  | C2 | MOD Clauses |

Unless there is a clear adjustment to an existing provision of the Contract, new definitions for the Schedule 1 (Definitions) of the Call-Off Terms will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after the Schedule 1 (Definitions) of the Call-Off Terms.

**ADDITIONAL CLAUSES**

**C1 COLLABORATION AGREEMENT**

1. Collaboration Agreement
	1. Where the Buyer has specified in the Order Form that the Buyer requires the Supplier to enter into a Collaboration Agreement (the form of which is set out Schedule 12 of the Call-off Terms), either:
		1. the Supplier shall deliver to the Buyer an executed Collaboration Agreement within the time period specified in the Order Form; or
		2. a Collaboration Agreement should be executed between the Parties and such contractors as required by the Buyer, on or prior to the Effective Date as a condition precedent for entry into this Contract.

**SCHEDULE 12 – COLLABORATION AGREEMENT**

*Not Applicable*

**C2 MOD CLAUSES**

1. Definitions
	1. In this Clause C2, the following definitions shall apply:

|  |  |
| --- | --- |
| **"MOD Terms and Conditions"** | the terms and conditions listed in this Clause C2; |
| **"MOD Site"** | shall include any of Her Majesty's Ships or Vessels and Service Stations; and |
| **"Officer in charge"** | shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments. |

1. Access to MOD sites
	1. The Buyer shall issue passes for those representatives of the Supplier who are approved for admission to the MOD Site and a representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Buyer and shall be surrendered on demand or on completion of the supply of the Services.
	2. The Supplier's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
	3. The Supplier shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Buyer wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's Personnel for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Supplier. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Buyer and shall be obtained by the Supplier from the Officer in charge. Such certificate shall be presented to the Buyer with other evidence relating to the costs of this Contract.
	4. Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier shall make such arrangements through the Technical Branch named for this purpose in this Contract. When such transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier shall make its own transport arrangements. The Buyer shall reimburse the Supplier's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.
	5. Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Supplier's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.
	6. Accidents to the Supplier's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
	7. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
	8. The Supplier shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Buyer shall, upon request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Buyer shall be recovered from the Supplier

# **DEFCONS and DEFFORMS**

## The DEFCONS and DEFORMS listed in Schedule 13 of the Call-Off Terms are incorporated into this Contract.

## In the event of a conflict between any DEFCONs and DEFFORMS listed in the Schedule 13 of the Call-Off Terms to this Schedule and the other terms in this Contract, the DEFCONs and DEFFORMS shall prevail.

**SCHEDULE 13 - MOD DEFCONs AND DEFFORMs**

|  |  |  |
| --- | --- | --- |
| **DEFCON Number** | **Title** | **Current Version (check before adding to Order Form)** |
| 76 | Contractor's Personnel At Government Establishments  | 11/22 |
| 129J | The Use Of Electronic Business Delivery Form | 18/11/16 |
| 522 | Payment and Recovery of Sums Due | 11/21 |
| 524 | Rejection | 12/21 |
| 525 | Acceptance | 10/98 |
| 531 | Disclosure Of Information | 09/21 |
| 539 | Transparency | 01/22 |
| 540 | Conflicts of Interest | 05/23 |
| 550 | Child labour and Employment Law | 02/14 |
| 602B | Quality Assurance (Without Deliverable Quality Plan) | 12/06 |
| 611 | Issued Property | 12/22 |
| 620 | Contract Change Control Procedure | 06/22 |
| 647 | Financial Management Information | 05/21 |
| 658 | Cyber | 10/22 |
| 659A | Security Measures | 09/21 |
| 660 | Official-Sensitive Security Requirements | 12/15 |
| 671 | Plastic Packaging Tax | 10/22 |
| 694 | Accounting For Property Of The Authority | 07/21 |
| **DEFFORM** | **Title** |
| DEFFORM 539B | Publishable Performance Information – KPI Data Report |
| **DEF-STAN Number** | **Title** |
| 05-138 | Cyber Security for Defence Suppliers |

**ALTERNATIVE CLAUSES**

**SCOTS LAW**

* + - 1. **Governing Law and Jurisdiction (Clause 36.1 and 36.2)**
1. Reference to “*laws of* *England and Wales*” in the original Clause 36.1 of the Contract (Governing Law and Jurisdiction) shall be replaced with “*laws of* *Scotland*”.
2. Where legislation is expressly mentioned in the Contract, the adoption of Clause (a) shall have the effect of substituting the equivalent Scots legislation.
3. Reference to “the courts of England and Wales” in the original Clause 36.2 of the Contract (Governing Law and Jurisdiction) shall be replaced with “the Court of Session”.
	* + 1. **Definitions (Working Day)**
4. Reference to “England and Wales” in the definition of Working Day shall be replaced with “Scotland”.
	* + 1. **Definitions (Losses)**
5. Reference to “tort” in the definition of Losses shall be replaced with “delict”.

**NORTHERN IRELAND LAW**

1. **Governing Law and Jurisdiction (Clause 36.1 and 36.2)**
2. Reference to “laws of England and Wales” in the original Clause 36.1 of the Contract (Governing Law and Jurisdiction) shall be replaced with “laws of Northern Ireland”.
3. Where legislation is expressly mentioned in the Contract the adoption of Clause (a) shall have the effect of substituting the equivalent Northern Ireland legislation.
4. Reference to “the courts of England and Wales” in the original Clause 36.2 of the Contract (Governing Law and Jurisdiction) shall be replaced with “the Courts of Northern Ireland”.
5. **Definitions (Working Day)**
6. Reference to “England and Wales” in the definition of Working Day shall be replaced with “Northern Ireland”.
7. **(Definitions) Insolvency Event**
8. Reference to “section 123 of the Insolvency Act 1986" in limb f) of the definition of Insolvency Event shall be replaced with “Article 103 of the Insolvency (NI) Order 1989”.