

**ACC Contract No DSTLX1000111338**

**Between**

**Heriot-Watt University**

**and**

**Defence Science and Technology Laboratory (Dstl)**

## SCHEDULE OF REQUIREMENTS

Dstl is part of the Ministry of Defence

<b>CONTRACTOR:</b> Heriot-Watt University Edinburgh EH14 4AS	<b>SCHEDULE OF REQUIREMENTS FOR</b>  ACC500080 Research and Development into Seeing Inside Buildings With Single Photon Technology	<b>CONTRACT NO:</b> DSTLX1000111338  <i>To be quoted on all correspondence</i>
<b>Issued on:</b> 09/02/2017		

Table I – Schedule Of Requirements			
ITEM No.	Description	QTY	£ (VAT EX)
1	ACC500080 - Research and Development into Seeing Inside Buildings With Single Photon Technology in accordance with Condition 3 of the Contract terms and conditions	1	167,937.00
	TOTAL FIRM PRICE IN WORDS  One Hundred and Sixty Seven Thousand Nine Hundred and Thirty Seven Pounds	1	£167,937.00

These items are more particularly described in the ACC proposal.

\* Note: to price per quantity shown in Table I

Table II – Duration of Contract			
ITEM No.	Commencement Date	Completion Date	Conditions of Contract
All	01/04/2017	31/03/2018	This Contract comprises of the following: Schedule of Requirements (this document) Section 1 General Conditions (DEFCONs) Section 2 – Special Conditions Annexes Appendix

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## SECTION 1 – GENERAL CONDITIONS

The following Defence Conditions ([DEFCONS](#)) shall apply to this Contract:

<b>DEFCON 23</b>	Edn 08/09	Special Jigs, Tooling and Test Equipment
<b>DEFCON 68</b>	Edn 02/17	Supply of Data for Hazardous Articles
<b>DEFCON 76</b>	Edn 12/06	Contractor's Personnel at Government Establishments
<b>DEFCON 501</b>	Edn 03/15	Definitions And Interpretations
<b>DEFCON 502</b>	Edn 06/14	Specifications Changes
<b>DEFCON 503</b>	Edn 12/14	Formal Amendments To Contract For the purpose of agreement amendments to the Contract, Dstl Commercial Services is the Authority's duly authorised representative.
<b>DEFCON 507</b>	Edn 10/98	Delivery
<b>DEFCON 513</b>	Edn 06/10	Value Added Tax
<b>DEFCON 514</b>	Edn 08/15	Material Breach
<b>DEFCON 514A</b>	Edn 03/16	Failure of Performance under Research and Development contracts
<b>DEFCON 515</b>	Edn 02/17	Bankruptcy And Insolvency
<b>DEFCON 516</b>	Edn 04/12	Equality
<b>DEFCON 518</b>	Edn 02/17	Transfer Any request by the Contractor to transfer or novate the Contract shall be made in writing to the following address and copied to Dstl Commercial Services: DES Comrcl CS-CNS Supplier Relations Team Poplar 1#2119 Abbey Wood Bristol BS34 8JH
<b>DEFCON 520</b>	Edn 02/17	Corrupt Gifts and Payments of Commission
<b>DEFCON 521</b>	Edn 04/12	Subcontracting To Supported Employment Enterprises
<b>DEFCON 523</b>	Edn 03/99	Payment of Bills Using the Bankers Automated Clearing Service (BACS) System
<b>DEFCON 524</b>	Edn 10/98	Rejection
<b>DEFCON 525</b>	Edn 10/98	Acceptance For the Purposes of this Contract the period for

		acceptance and rejection of deliverables shall be 30 days.
<b>DEFCON 526</b>	Edn 08/02	Notices
<b>DEFCON 527</b>	Edn 09/97	Waiver
<b>DEFCON 528</b>	Edn 05/12	Overseas Expenditure And Import Licences The Contractor shall provide the information required under DEFCON 528 to Dstl Commercial Services within one month of the Commencement Date.
<b>DEFCON 529</b>	Edn 09/97	Law (English)
<b>DEFCON 530</b>	Edn 12/14	Dispute Resolution (English Law)
<b>DEFCON 531</b>	Edn 11/14	Disclosure of Information
<b>DEFCON 532A</b>	Edn 06/10	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
<b>DEFCON 534</b>	Edn 06/97	Prompt Payment (Subcontracts)
<b>DEFCON 537</b>	Edn 06/02	Rights of Third Parties
<b>DEFCON 538</b>	Edn 06/02	Severability
<b>DEFCON 539</b>	Edn 08/13	Transparency
<b>DEFCON 550</b>	Edn 02/14	Child Labour and Employment Law
<b>DEFCON 566</b>	Edn 10/16	Change of Control of Contractor In addition to informing the Authority of a material change in control at the address set out in DEFCON 566, the Contractor shall also inform Dstl Commercial Services.
<b>DEFCON 604</b>	Edn 06/14	Progress Reports
<b>DEFCON 607</b>	Edn 05/08	Radio Transmissions
<b>DEFCON 608</b>	Edn 10/14	Access and Facilities to Be Provided By the Contractor
<b>DEFCON 609</b>	Edn 06/14	Contractor's Records
<b>DEFCON 611</b>	Edn 02/16	Issued Property
<b>DEFCON 619A</b>	Edn 09/97	Customs Duty Drawback
<b>DEFCON 621B</b>	Edn 10/04	Transport (If Contractor Is Responsible For Transport)
<b>DEFCON 632</b>	Edn 08/12	Third Party Intellectual Property - Rights and Restrictions
<b>DEFCON 642</b>	Edn 06/14	Progress Meetings Minutes of meetings between the Contractor and the Authority are to be circulated to those present and state at the top: "Nothing in these minutes shall be construed as giving

		authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”
<b>DEFCON 646</b>	Edn 10/98	Law And Jurisdiction (Foreign Suppliers)
<b>DEFCON 649</b>	Edn 07/99	Vesting
<b>DEFCON 656A</b>	Edn 08/16	Termination for convenience – under £5m
<b>DEFCON 670</b>	Edn 02/17	Tax Compliance
<b>DEFCON 694</b>	Edn 03/16	Accounting For Property of the Authority
<b>DEFCON 705</b>	Edn 11/02	Intellectual Property Rights - Research and Technology

## SECTION 2 – SPECIAL CONDITIONS

### 1. Definitions and interpretation

In addition to the definitions set out in DEFCON 501 (Edn 03/15) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Authority”	Means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)
“Commencement Date”	Means the date in Table II of the Schedule of Requirements
“ACC”	Means the Defence and Security Accelerator which is part of Dstl and funds innovative research that could lead to a cost-effective capability advantage for UK armed forces and national security.
“Completion Date”	Means the date in Table II of the Schedule of Requirements;
“Deliverables”	Means the Articles and Services which the Contractor is required to supply under the Contract;
“Dstl Commercial Services”	Means Dstl Commercial Services at the address stated at box 1 of the Appendix to the Contract;
“Dstl Demand Owner”	Means Dstl Demand Owner at the address stated at box 2 of the Appendix to the Contract;
“Milestone”	Means the completion of a key stage in the performance of the Contract for which the Contractor is entitled to an Interim Payment;
“Pre-Commercial Procurement (PCP)”	Means the procurement of research and development of new innovative solutions before they are commercially available. PCP is a fully legally complaint European Commission procurement process subject to the specific exemption Article 16(f) of the 2004/18/EC Directive and Article 24 (e) of the 2004/17/EC Directive.
“Properly Submitted Invoice”	Means an invoice that complies with the applicable HM Revenue & Customs (HMRC) guidance relating to invoices @ <a href="https://www.gov.uk/vat-record-keeping/vat-invoices">https://www.gov.uk/vat-record-keeping/vat-invoices</a>  An Invoice submitted to Dstl must also: Be sent direct to Accounts Payable at specified address. Identify the customer as Dstl. Contain a valid purchase order number. No more than one purchase order per invoice.
“Software”	Means all or any part of any:  Object Code shall mean machine code executable by a data processing system;  Source Material shall mean that material, taken individually or in any combination thereof, which is:  Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;  A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract;

A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and suitable form to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;

to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and any other associated material.

associated user documentation;

anything further specified as Software in the Schedule of Requirements.

'Deliverable Software' shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract;

'to modify' shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;

“Transparency Information” 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.

## **2. Pre-Commercial Procurement (PCP)**

Contracts placed for work arising from a Defence and Security Accelerator (ACC) themed or enduring competition are Pre-Commercial Procurement (PCP) of research and development. PCP is legally compliant European Commission procurement process subject to the specific exemptions at Article 16(f) of the 2004/18/EC Directive and Article 24(e) of the 2004/17/EC Directive.

## **3. Performance**

All work under the contract shall be carried out in accordance with the Contractor's proposal reference ACC500080 January 2017 Phase 2 Themed Competition "What's Inside That Building". The acceptance of work compliant with the Contract requirements will be undertaken by the Dstl Project Manager (see Box 2 of the Appendix to Contract – DEFFORM 111).

## **4. Warranties and representations**

4.1. The Contractor warrants and represents that:

4.1.1. it has full capacity and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

4.1.2. in entering the Contract it has not committed any fraud;

4.1.3. as at the Commencement Date, all information in the tender submitted during the tender process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;

- 4.1.4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.1.5. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- 4.1.6. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 4.1.7. it owns, has obtained or is able to obtain, valid licences for all intellectual property rights that are necessary for the performance of the Contract;
- 4.1.8. prior to the Commencement Date it has conducted all financial accounting and reporting activities in compliance in all material respects with generally accepted accounting principles that apply to it in any country where it files accounts;
- 4.1.9. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- 4.1.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

## **5. Period of Contract**

The period of the Contract shall be from the Commencement Date to the Completion Date as defined in Table II of the Schedule of Requirements. No work shall be carried out after the Completion Date without the prior written approval of Dstl Commercial Services.

## **6. Price and payment**

- 6.1 The price payable under the Contract for all work performed under Item No 1 shall be as shown in the Schedule of Requirements and shall be Firm (non-variable).
- 6.2 In order to obtain payment the Contractor shall:
  - 6.2.1 submit an invoice to the Dstl Accounts Payable at the address set out in box 5 of the Appendix to the Contract; and
  - 6.2.2 send a PDF copy of the invoice to the Dstl Demand Owner.
- 6.3 Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).
- 6.4 The Authority shall pay all properly submitted invoices within 30 days of receipt by Dstl Accounts Payable.
- 6.5 Where the Authority is responsible for arranging all or any part of the transportation of Articles the Authority shall be deemed not to have received the invoice until either:
  - 6.5.1 the consignee has physically received the Articles; or
  - 6.5.2 5 days after the Articles are ready for collection as notified to the Dstl Demand Owner.

- 6.6 Where and to the extent that the debt would otherwise be a “qualifying debt” under the Late Payment of Commercial Debts (Interest) Act 1998 (“the Act”) “qualifying contractors” may claim simple interest (as defined in the Act) as a contractual remedy. No interest shall be payable for any period of delay attributable to the conduct of the Contractor.

#### Payments

- 6.7 Payment shall be made on successful completion of all work and deliverables as listed at Annex C as carried out under the Contract.

### **7 Publication, advertising and publicity**

- 7.1 The Authority encourages the Contractor to publish the results of work conducted in performance of this Contract. The Contractor shall contact the Commercial Officer in writing to formally obtain the Authority’s prior written approval before publication, which shall be considered in accordance with Dstl’s established procedures, having regard to (at the Authority’s absolute discretion) security matters and the protection of the Authority’s intellectual property rights, where appropriate. The Contractor shall allow a minimum period of 45 days’ notice prior to publication.
- 7.2 The Contractor shall not by itself, its employees or agents, and shall procure that its sub-contractors do not communicate with any representatives of the press, television, radio or other communications media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with the law.

### **8 Sub-contracting**

- 8.1 The Contractor shall obtain the prior written consent of Dstl Commercial Services before entering into any sub-contracts in connection with the performance of the Contract. Entering into a sub-contract shall not relieve the Contractor of any of its obligations under the Contract.
- 8.2 Where a sub-contract involves the design or development of defence equipment (including Software), the Authority shall require the sub-contractor to enter into a direct agreement with the Authority in the form set out in Annex A to the Contract.
- 8.3 Where the proposed sub-contract is for the design or development of equipment required under this contract, unless otherwise agreed, such consent will be conditional on the proposed sub-contractor concluding a direct agreement with the Authority in the form set out in Annex A to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to [appropriate Director Commercial] and await further instructions before placing the subcontract or order.

### **9. Progress Meetings and Reports**

- 9.1 For the purposes of the Contract in addition to the provisions of DEFCON 604 and DEFCON 642 progress meetings, progress reports and final reports shall be required as appropriate, to the requirements and acceptance of the Dstl Demand Owner and subject to the following requirements:
- 9.1.1 All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc must comply with the Defence Research Reports Specification (DRRS) @ <https://www.gov.uk/guidance/submit-a-report-to-athena> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.
- 9.1.2 Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.

9.1.3 Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results achieved including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

9.1.4 The Contractor is to supply, at no additional cost to the Authority, a Minutes Secretary and produce minutes of the meetings if necessary.

The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state: **“Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”**

9.1.5 Reports shall be signed on the Contractor’s behalf by a person authorised to commit the Contractor.

## 9.2 Marking of Deliverables (Documents)

9.2.1 In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

9.2.2 In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

9.2.3 In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

9.2.4 In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

9.2.5 In accordance with DEFCON 705 clause 17, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Annex B.

9.2.6 If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

## 10. Government Furnished Property

10.1 The following items of Government Furnished Assets (GFA) shall be issued to the Contractor in support of the Contract:

### **Government Furnished Equipment (GFE)**

10.2 It may be necessary for the Authority to issue to the Contractor an amount of Government Furnished Equipment (GFE) in support of the work to be performed under the Contract. Such loan will be subject to DEFCON 611. The scope and scale of such issue shall be determined by the Project Management Branch (Box 2 of Appendix to Contract) prior to issue during the period of the Contract.

10.3 All GFE shall be issued on loan for the period of the Contract and shall be used solely for the execution of the Contract.

10.4 All GFE shall be returned to the Authority on completion of the Contract.

***No GFE to be issued under this Contract.***

#### **Government Furnished Information (GFI)**

10.5 It may be necessary for the Authority to issue to the Contractor an amount of Government Furnished Information (GFI) in support of the work to be performed under the Contract. The scope and scale of such issue shall be determined by the Project Management Branch (Box 2 of Appendix to Contract) prior to issue during the period of the Contract.

10.6 Such GFI may be either Authority owned information or Third Party owned information and is provided to the Contractor only to facilitate performance of the Contract. Intellectual Property Rights (IPR) protects all GFI and the Contractor's obligation to protect the issued GFI is covered by DEFCON 531.

10.7 All GFI shall be issued on loan for the period of the Contract and shall be used solely for the execution of the Contract.

10.8 All GFI shall be returned to the Authority on completion of the Contract.

***No GFI to be issued under this Contract.***

#### **Government Furnished Facilities (GFF)**

10.9 The provision of the Authority's facilities may be necessary when there is no commercial alternative, when suitable facilities are not available within the necessary timescale, or when the cost of providing equivalent facilities is disproportionate to the value of the contract.

10.10 Facilities can range from office accommodation, telephone, computer and so on at a Government Establishment to the use of a Government owned facility.

10.11 Government owned facilities directly contracted for (where the Crown is a sub-contractor) or provided on repayment terms fall outside the scope of this guidance.

10.12 The following items of GFF have been/will be issued to the Contractor:

***No GFF to be issued under this Contract.***

#### **Government Furnished Resources (GFR)**

10.13 Resources are normally taken to mean the allocation of military or Government personnel to carry out trials or tests.

10.14 The following items of GFR have been/will be issued to the Contractor:

***No GFR to be issued under this Contract.***

### **11. Quality Requirements**

The Contractor shall be responsible for the Quality Control and Quality Assurance of all work carried out on the Contract. The necessary control shall be exercised by the Contractor's own Quality organisation to the satisfaction of the Authority.

## **12. Ethical Review**

It shall be a condition of the contract that as certain work must be justified ethically as well as scientifically that the Authority reserves the right to terminate any contract with immediate effect any work which requires mandatory ethical approval to proceed where such approval is not given by the relevant review body.

## **13. Contractors Personnel - Research Workers**

- 13.1 The Authority accepts the following students, supervisors or other representatives, agents or employees of the Contractor (or any sub-contractor) to work directly on the contract ("Research Workers"):

[REDACTED]

- 13.2 The Contractor (and any sub-contractor) shall take all reasonable steps to avoid changes in the Research Workers once accepted. Where such a change is necessary, the Contractor shall obtain the prior written consent of the Authority, which shall not be unreasonably withheld.
- 13.3 Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract. A Personal Particulars Form shall be completed for each additional person and sent to the Commercial Services Department (Box 1 of Appendix to Contract). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before any additional Contractor's Personnel may start work on this Contract.
- 13.4 All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.

## **14. Recovery of sums due**

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract with the Authority, or with any Government Department.

**ANNEX A – DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)**

THIS AGREEMENT is made the                      day of 20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with **Heriot-Watt University** (hereinafter called "the main contractor") a contract bearing the reference number **DSTLX1000111338** (hereinafter called "the main contract") for **ACC500080** the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

- 1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
- 2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of  
the Sub-Contractor  
(in capacity of )

Signed on behalf of  
The Secretary of  
State for Defence

## **THE FIRST SCHEDULE**

The Sub-Contract Items are:-

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## **THE SECOND SCHEDULE**

The Clauses which apply to this Agreement are:-

### **INTELLECTUAL PROPERTY**

- |                        |   |  |
|------------------------|---|--|
| DEFCON 531 (Edn 11/14) | - | Disclosure of Information  |
| DEFCON 632 (Edn 08/12) | - | Third Party Intellectual Property Rights – Commercial and Non-Commercial Articles and Services |
| DEFCON 705 (Edn 11/02) | - | Intellectual Property Rights – Research and Technology   |

Except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

**DOCUMENT MARKING SCHEME**

Reports shall comply with the Defence Research Report Specification which is the format standard for Scientific and Technical Reports prepared for the United Kingdom Ministry of Defence and which can be found via [the Athena pages on the GOV.UK website](#).

The front page of Reports shall carry any notices affecting the custody, transmission or distribution of the report and its copyright status. Such notice must be in accordance with the terms of the Contract. The text to be used for the condition of supply statements is included below.

**Reports comprising Technical Information DEFCON 705 (Edn 11/02)**

<b>Full Rights Version</b> (Mandatory – see Note 1)	<b>Limited Rights Version</b> (If required to supplement Full Rights Version – see Note 1)
<p><b>Conditions Of Supply – Full Rights</b></p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (See Note 2) The document comprises information proprietary to [Supplier name] and whose unauthorised disclosure may cause damage to the interests of [Supplier name]. (See Note 3)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Supplier name], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name] Account Manager.</p>	<p><b>Conditions Of Supply – Limited Rights</b></p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (See Note 2) The document comprises information proprietary to [Supplier name] and whose unauthorised disclosure may cause damage to the interests of [Supplier name]. (See Note 3)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Supplier name], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name] Account Manager.</p>

**Notes:**

1. A Full Rights version is required for every deliverable report. An additional Limited Rights version of the report should also be provided in accordance with clause 9 of DEFCON 705 where the Full Rights version does not include all of the required deliverable Technical Information.
2. This must always be the customer's contract number.
3. If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by [Supplier name], the text in brackets should be amended in the first case to refer to the subcontractor(s) by name in addition to [Supplier name], and in the second case by referring to the companies concerned.
4. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then [Supplier name] commercial staff should be consulted for advice on the appropriate means of identification and marking.

**List Of Contract Deliverables And Milestones**

No	Description	Target Due Date	Milestone £	State whether Defcon 705 "Full Rights" or "Limited Rights" deliverable *
1	Interim Report – Hidden Target Tracker	30/07/2017	[REDACTED]	Full Rights
2	2 <sup>nd</sup> Interim Report – Demonstration of "target movement detection" mode	30/08/2017	[REDACTED]	Full Rights
3	3 <sup>rd</sup> Interim Report – Demonstration of "target movement tracking" mode	30/11/2017	[REDACTED]	Full Rights
4	Final Report – Evaluation of impact of illumination/environment conditions Satisfactory completion of all work under this contract	31/03/2018	£167,937.09	Full Rights

\*Note: Where a DEFCON 705 "Limited Rights" deliverable has been agreed (e.g. due to drivers like proprietary IPR) then this must be accompanied by the equivalent "Full Rights" deliverable, as required by Defcon 705 Clause 9. Both types of deliverable must be separately included in the above list.

## APPENDIX – ADDRESSES AND OTHER INFORMATION

Appendix - Addresses and Other Information	
<p><b>Box 1</b></p> <p>Dstl Commercial Services:  Name: [REDACTED]  Commercial Officer  Dstl Porton Down  Salisbury  Wiltshire SP4 0JQ  Dstl Tel: [REDACTED]  e-mail: [REDACTED]</p>	<p><b>Box 2</b></p> <p>DSTL Demand Owner:  Name: [REDACTED]  Dstl Porton Down  Salisbury  Wiltshire SP4 0JQ  Tel: [REDACTED]  e-mail: [REDACTED]  e-mail: [REDACTED]</p>
<p><b>Box 3</b></p> <p>Drawings/Specifications are available from:</p> <p>See box 2</p>	<p><b>Box 4</b></p> <p>Quality Assurance Representative</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.uwh.diif.r.mil.uk/">http://dstan.uwh.diif.r.mil.uk/</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [extranet, registration needed].</p>
<p><b>Box 5</b></p> <p><b>Bill Paying Branch:</b></p> <p>The Contract Number must be shown on all invoices</p> <p>Dstl Accounts Payable  PO Box 325  Portsmouth West, Portsmouth Hill Road  FAREHAM, HAMPSHIRE, PO14 9HL  United Kingdom</p> <p>Tel: 023 9253 2444  Fax: 023 9253 2043</p> <p>Invoices for payment may be submitted via e-mail in PDF format to [REDACTED]</p>	<p><b>Box 6</b></p> <p><b>Consignment Instructions:</b></p> <p>n/a</p>
<p><b>Box 7</b></p> <p><b>Public Accounting Authority</b></p> <p>For Government Furnished Assets issued or to be held by the Contractor shall be the DSTL Demand Owner at Box 2</p>	<p><b>Box 8</b></p> <p>Notes:</p> <p>The DEFCONs are available on the Internet at:</p> <p><a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm">https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</a></p> <p>Where contract is with an overseas contractor RP (FIN)</p>