Schedule 1 - Definitions of Contract

Articles	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. (**This definition only applies when DEFCONs are added to these Conditions**);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	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; For the purposes of clause 26. a. the Authority Representative shall be IRMProcurementSupport@babcockinternational.com
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	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: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
Collect	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;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	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;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	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.

Contractor	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;
Contractor Commercially Sensitive Information	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;
Contractor Deliverables	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;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; 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;
CPET	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
Crown Use	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;
Dangerous Goods	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: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk;
DEF STAN	means Defence Standards which can be accessed at

	https://www.dstan.mod.uk;
Deliver	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;
Delivery Date	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;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	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);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	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;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	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;
Government Furnished Assets (GFA)	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;
Hazardous Contractor Deliverable	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;
Independent Verification	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";
Information	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;
Issued Property	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;
Legal and Sustainable	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;
Legislation	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;
Military Level Packaging (MLP)	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;
Military Packager Approval Scheme (MPAS)	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);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	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;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	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;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	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;
Packaging Design Authority (PDA)	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;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	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);

Recycled Timber	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: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	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;
Short-Rotation Coppice	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;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;
Subcontractor	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;
Timber and Wood-Derived Products	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;
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;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

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

Allied Quality Assurance Publications (AQAP)	means standards for Quality Assurance Systems that have been developed by NATO for Defence products
Army Equipment Support Publications (AESP)	means technical information concerning Army Equipment for parties involved with operational use, maintenance or repair of said equipment.
Deficiencies/Discrepancies	means a failing, defect or variation of equipment delivered or collected for the fulfilment of the Contract Requirement.
Deliverable Quality Plan	means a document, prepared by a supplier, and agreed with the project/repair manager setting out the specific quality practices, resources and sequence of activities relevant to a particular product, project or contract.
Key Performance Indicator (KPI)	means a key performance measurement to evaluate the success of a contract and the activities in which it engages.
NATO Stock Number (NSN)	means a 13 digit numeric code identified all the standardised material items of supply as recognised by all NATO Countries that has come to be used in all treaty countries.
Nomenclature	means the body or system of terms used in a particular specialist field.
Non Codified	means material items of supply that are not arranged into a systemised code.
Non-Conformance	means a failure to comply to accepted standards
Novation	means the substitution of a new contract in place of an old one.
Obsolescent	is when a Contractor Deliverable subject to this agreement:- a. is or is intended to be, no longer produced by the original equipment manufacturer; or b. is or is planned to be, no longer supported by the original equipment manufacturer.
Obsolete	means any Contractor Deliverable that has become Obsolescent.
Purchase Order (PO)	means a buyer-generated document that authorised a purchase transaction.
Remedies	means the extent of damages generally intended to compensate one party to a contract for any failure of another party to said contract to comply with their contractual obligations in a timely manner.
SAP	means Enterprise Resource Planning Software. A product owned by SAP SE.

Schedule 2 - Schedule of Requirements for Contract No: IRM16/1245

For The Supply of Wire Ropes

Contractor Deliverables									
Item Number	**MOD Stock Reference No.**	**Part No. (where applicable)**	**Specification**	**Consignee Address Code** (full address is detailed in DEFFORM 96)	**Packaging Requirements inc. PPQ and DofQ** (as detailed in DEFFORM 96)	**Delivery Date**	**Total Qty**	**Price (£) Ex VAT**	
								Per Item	**Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))**
			See Annex A to Schedule 2						
								Total Price	

Item Number	**Consignee Address (XY code only)**
All	As detailed on Individual Orders

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Effective Date of Contract is [date] and the contract shall expire on [date]

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: *(as per DEFFORM 111)*

Project Manager: *(as per DEFFORM 111)*

Condition 19 – Notices:

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

Authority: *(as per DEFFORM 111)*

Contractor:

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)*

A Deliverable Quality Plan as defined in AQAP 2105 is required for this 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 2 NATO Quality Assurance Requirements for Design, Development and Production

Certificates of Conformity shall be provided in accordance with Condition 26.

Concessions shall be in accordance with Def Stan 05-061 Part 1 Issue 6 dated 31st March 2016

Configuration Management of Defence Material shall be in accordance with DefStan 05-57 addition 7 July 2018

Where GQA is performed against this contract it shall be in accordance with AQAP 2070 Edition B Version 3

Safety Critical Contractor Deliverables shall be subject to independent inspection in accordance with Def Stan 05-061 Part 9 Issue 5.

For guidance on the application and interpretation of AQAPs use AQAP 2009, Edition 3

Avoidance of Counterfeit Material in accordance with Def Stan 05-135 Issue 1

Items subject to shelf life shall have a minimum of 75% of their original shelf life extant, will not have been subject to life extension and will be packaged individually in accordance with the manufacturers recommendations

Rubber Conditions

REQUIREMENTS COVERING IDENTIFICATION, MARKING AND AGE ON DELIVERY OF RUBBER MATERIEL, ASSEMBLIES AND RUBBER CONTAINING COMPOSITES.

General Conditions

The conditions of the following standards apply to the Articles ordered against this Contract.

a. ISO 2230:2002
b. Defence Standard 81-055 Issue 7 – Packaging of Mechanical Components and Items dated 14/02/2017
c. DefStan 81-041 Packaging of Defence Material; Parts 1 - 6
   - Part 1, Introduction to Defence Packaging Requirements, Issue 9, Dated 14/12/16;
   - Part 2, Design, Issue 9, Dated 14/01/17;
   - Part 3, Environmental Testing, Issue 6, Dated 12/06/14;
   - Part 4, Service Packaging Instruction Sheet (SPIS), Issue 8, Dated 16/10/15;
   - Part 5, Packaging Processes, Issue 8, Dated 14/01/17;
   - Part 6, Package Marking, Issue 10, Dated 14/02/18.

Assemblies Containing Rubber

It is a requirement that at the time of manufacture, that the rubber used must be the most recently cured obtainable. Unless otherwise specified in the Contract, the dispatch date of the manufactured Article should not normally be later than 12 months from the date of manufacture.

Rubber Hoses and Hose Assemblies

Unless otherwise specified in the Contract, cure dates on rubber hose and hose assemblies shall not be more than 24 months from manufacture on receipt at the MOD Consignee.

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 – DSA-DLSR-MovTpt-DGHSIS@mod.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 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: With Tender Submission

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items: All

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

Applicable to Line Items: All

Condition 28.b – Delivery by the Contractor:

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

Special Delivery Instructions:

All Contract Deliverables shall be shipped in accordance with the requirements of the Logistic Commodities and Services Transformation (LCST) Supplier Manual Version LDOC/CMO/V2 dated 28 June 19 at Schedule 10. Where contradictions exist between the Terms and Conditions and the LCST Supplier Manual the LCST Supplier Manual shall take precedence unless advised otherwise.

Please note that until otherwise instructed, Barcode Labelling shall be in accordance with Issue 9 of Def Stan 81-041 Part 6

In the event that the Contractor does not adhere to the time of delivery notified by Babcock DSG, Babcock DSG shall not be held responsible for any subsequent claim by the Contractor, nor be held liable to meet any additional charges incurred by the Contractor through failure to deliver on the due date at the appointed time.

Each consignment is to be accompanied by a Delivery Note.

Condition 28.c - Collection by the Authority:

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

Special Delivery Instructions:

Each consignment is to be accompanied by a delivery note.

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

Line Items: Address:

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)

1. Commercial Officer

Name: Sue Wright

Address: Contract Let, Babcock DSG Ltd, Building B15, MoD Donnington, Telford TF2 8JT

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)
Name: Ian Bullough

Address: Technical Manager, Babcock DSG Ltd, Building B15, MoD Donnington, Telford TF2 8JT

Email: Ian.Bullough@BabcockInternational.com

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

6. INTENTIONALLY BLANK

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].

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

9. Consignment Instructions

The items are to be consigned as follows:

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
www.freightcollection.com

11. The Invoice Paying Authority

Babcock DSG Limited
1000 Lakeside, North Harbour, Western Road, Portsmouth, PO6 3EN
Email: SSC.AP.2470@babcockinternational.com

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 (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

***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: IRM16/1245

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: IRM16/1245

Contract No: IRM16/1245
Description of Contractor's Commercially Sensitive Information:
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: IRM16/1245

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No: IRM16/1245

Contract Title: The Supply of Wire Ropes

Contractor:

Date of Contract:

* 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:

Name:

Job Title:

Date:

* check box (☒) as appropriate

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 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: IRM16/1245

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: IRM16/1245