

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means, (except in relation to Schedule 10) 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 7;
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: <ul style="list-style-type: none"> 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 (Formal Amendments to the 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 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	<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">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <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>
Counterfeit Materiel	<p>means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by:</p> <ul style="list-style-type: none">a. misleading marking of the materiel, labelling or packaging;b. misleading documentation; orc. any other means, including failing to disclose information; <p>except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain.</p>
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	<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"> 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.kid.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 upon which both Parties have signed the Contract;
Evidence	<p>means either:</p> <ul style="list-style-type: none"> 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, or any exercise of Royal Prerogative;
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);
Mixture	means a mixture or solution composed of two or more substances;
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 intergovernmental 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;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
PPT	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 915 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
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);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
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: <ul style="list-style-type: none"> 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;

Robust Contractor Deliverables shall mean Robust items as described in Def Stan 81-041 (Part 2)

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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
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, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies 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;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;
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, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Schedule 2 - Schedule of Requirements for Contract No: 710134450

For 'The Provision of Services and Facilities for Exercise Rucksack Events 2025 – 2028'

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))
1.			Delivery of services and facilities IAW Exercise Rucksack 'SOR' - Year 1				1		REDACTED
2.			Delivery of services and facilities IAW Exercise Rucksack 'SOR' Year 2 (Option)				1		REDCATED
3.			Delivery of services and facilities IAW Exercise Rucksack 'SOR' - Year 3 (Option)				1		REDACTED
4.			Delivery of services and facilities IAW Exercise Rucksack 'SOR' - Year 4 (Option)				1		REDACTED
								Total Price	<u>REDACTED</u>

Please note: Each Financial Year (FY) specified above has an applied duration from '12/02' to '11/02' for each respective Contract year (four-year term).

Item Number	Consignee Address (XY code only)
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STATEMENT OF REQUIREMENT

THE PROVISION OF SERVICES AND FACILITIES FOR EXERCISE RUCKSACK EVENTS
2025 – 2028 ARMY NORDIC SKIING CHAMPIONSHIPS

1.0. General.

1.1. Definitions are:

AWSA: The governing body for Nordic skiing within the Army. The term “AWSA” is synonymous with “Exercise RUCKSACK” and Championship’s Officials for the purposes of this Requirement.

Contractor: The relevant authorities of the selected Venue.

Championships: Ex RUCKSACK.

1.2. This document identifies the Requirement that is to be provided under a Contract to deliver Exercise RUCKSACK, the British Army Nordic Skiing Championships.

1.3. Key User Requirements. KURs are:

1.3.1. Championship’s Venue. Provide a Championship’s Venue with a Biathlon Stadium and Range, located on Mainland Europe and within an 8 hour drive of the 2 Qualifying Championships (Ex SPARTAN HIKE in Serre chevalier FRANCE and Ex PIPEDOWN in Les Contamines FRANCE)

1.3.1.1. The Biathlon Stadium must be an International Biathlon Union (IBU) “A” Licence facility that hosts World Cup and/or World Championship Biathlon Events, on the IBU race calendar.

1.3.1.2. The Biathlon Stadium must have a 30 lane, 50m biathlon range with electronic targets.

1.3.1.3. The range must be available for 3 complete training days prior to the first championships race and throughout the championship.

1.3.1.4. The Biathlon Stadium must be able to stage any IBU / FIS race from 1.5km to 20km.

1.3.1.5. Races must be catered for through loops of 1.5 km; 2.0 km; 2.5 km; 3.0 km; 3.3 km; 4.0 km and 5.0 km loops, at least 4Km of loops must be flood lit.

1.3.1.6. The Biathlon Stadium must have the ability to artificially maintain the loop to FIS and IBU racing standards when natural snow conditions do not meet this standard.

1.3.1.7. The Biathlon Stadium must provide course marking equipment to clearly mark all races at Annex A (less the those elements of a race outside the Biathlon Stadium Grounds)

1.3.1.8. The Biathlon stadium must be directly connected to a network of groomed loops providing no less than 30Km of skiing to enable the patrol race.

1.3.1.9. The Venue must be no further than 2 hours from an International Airport.

1.3.1.10. The International Airport must be no further than 2 hours flight time from London.

1.3.1.11. The Venue must have a local train station and buses to the Stadium.

1.3.1.12. Arrange and manage accommodation for 2800 bed nights for Army personnel in local self-catering apartments within 5km of the centre of Ruhpolding.

1.3.1.13. Arrange and manage accommodation for 428 bed nights for all officials in local hotels within 800m of the Race Office.

1.3.1.14. Provide exclusive use of a Biathlon Race Office, with wifi and telephones, central to the Venue and within 800m of all Hotels used by Championships Officials and Visitors.

1.3.2. Results Service. Produce a compilation of seeded race start lists and deliver a complete results service in accordance with AWSA Race Rules:

1.3.2.1. Seeding list from qualifying championships.

1.3.2.2. Provisional Results during races.

1.3.2.3. Unofficial Results (no more than 1 hour after the completion of each race).

1.3.2.4. Official Results, which are to include all appropriate Categories (both team & individual) as per the AWSA Nordic Rule Book Sections 1 to 5 and Race Programme. Official results must be produced within one hour of the end of protest time.

1.3.2.5. Upload Official Results & photos to the designated AWSA Web Site and Official Results to the designated electronic messenger application.

1.3.3. Championship Dates. Championship dates are as below

1.3.3.1. Wed 22 Jan to Fri 7 Feb 2025 (Officials arrive 20 Jan 2025).

1.3.3.2. Wed 21 Jan to Fri 6 Feb 2026 (Officials arrive 19 Jan 2026).

1.3.3.3. Wed 20 Jan to Fri 5 Feb 2027 (Officials arrive 18 Jan 2027).

1.3.4. International Referee (IR) and Technical Delegate (TD). A FIS IR and IBU Technical Delegate for all Cross Country (FIS IR) and Biathlon (IBU TD) races. They must speak fluent English.

1.3.5. Range Staff. One IBU IR or qualified and licenced German range official, who must speak fluent English for all biathlon racing and training in accordance with the AWSA race programme. One Range Team (x 12 personnel) to manage the electronic targetry for all biathlon racing; (AWSA to provide own Team for training).

2.0. The AWSA delegates responsibility for the overall conduct of the Championships to the Championships Director.

3.0. RESPONSIBILITY OF THE CONTRACTOR

3.1. Pre-Championships Requirements. Pre-Championships requirements are:

3.1.1. Programme. Edit, produce and supply the Race Programme (400 copies 24pp + 4pp cover, A5 portrait, saddle-stitched). Submit to AWSA for approval and to be delivered to the venue by the first day of the Championships.

3.1.2. Biathlon Leg Numbers. Supply Biathlon Leg Numbers:

3.1.2.1 Individual: 1 – 80 & 101 – 230.

3.1.2.2 Sprint: 1 – 180 & 201 – 250.

3.1.2.3 Mass Start: 1 – 220.

3.1.2.4 Relay: 1 – 50 (x 4 of each).

3.1.2.5. Patrol Race: 1 – 32 (x 4 of each).

3.1.2.6 Spare: x 20 blank

3.1.3. Liaison with Military Units and Service Athletes. Liaise with Army and Service personnel to organise special requirements and arrange accommodation.

3.1.4. Advanced preparation and Visit. The Contractor shall host a one-time visit before the first year of the commencement of the Contract by the Authority to the resort prior to the Exercise at a date and time specified by and agreed by the Project Manager (Exercise Director).

3.1.4.1. During the visit the Contractor shall hold a Progress meeting to review progress against all deliverables and discuss any issues arising as to delivery of the requirement. It is the Contractor's responsibility to hold the Progress review meeting, provide a secretary, produce and circulate the minutes, no later than 15 working days after the date of the meeting, and provide the Authority's representatives with reasonable access to any relevant technical and commercial information. The Authority will pay for all travel and subsistence costs for Authority officials and these costs will not be included in the contract.

3.1.4.2. The Contractor will partake in 2 UK based planning meetings at a date and time specified by and agreed by the Project Manager (Exercise Director). This will be conducted by telephone conference

3.2. Championship's Requirements. Championship's requirements are:

3.2.1. Race Programme. Deliver the race programme shown at Annex A. Any changes to this programme must be agreed by the AWSA and all races are described in the AWSA Rule Book.

3.2.2. Range Team. Personnel (x 12) to operate the electronic targets during Biathlon Races, available to set up the range, operate targets during range zero and race and then collapse the range afterwards.

3.3. Competitors' Accommodation. Arrange and manage accommodation for up to 2800 bed nights for Army personnel in local self-catering apartments.

3.3.1. Teams (a team will consist of a minimum of 4 to a maximum of 6 people) are to be accommodated together. Ideally twin sleeping rooms but 3 people per sleeping room in single beds is acceptable.

3.3.2. Self-catering accommodation to be within 5 km of the Race Office.

3.3.3. Bed linen must be provided and changed after the first week.

3.3.4. Teams are to complete an accommodation check list provided by the Contractor and damage inspected on arrival and departure. Payment for damage will normally be settled during this inspection by the individual that caused the damage. Any damage found thereafter may not be accepted by the AWSA as attributable to the AWSA.

3.3.5. Qualifying competitors and teams must be confirmed by the AWSA before they are accepted onto the Championships Contract for payment purposes.

3.4. Officials' Accommodation. Arrange and manage accommodation for up to 428 bed nights for all Officials in local hotels.

3.4.1. Bed and breakfast to be included.

3.4.2. Hotel accommodation must be within 800m of the Race Office.

3.4.3. Officials must be confirmed by the AWSA before they are accepted onto the Championship's Contract for payment purposes.

3.5. Race Office. Provide exclusive use of a Biathlon Race Office, central to the Venue and within 800m of all Hotels used by Championships Officials and Visitors. To include:

3.5.1. Desks for 15 x Officials in 2 large rooms with plenty of space around each desk.

3.5.2. An armoury room which the Authority will be the sole key holder for the duration of the Exercise.

3.5.3. A large store room for Championship's equipment which the Authority will be the sole key holder for the duration of the Exercise.

3.5.4. A large store room for Championship's prizes which the Authority will be the sole key holder for the duration of the Exercise

3.5.5. Kitchen facilities with fridge, dishwasher, tea and coffee making facilities.

3.5.6. Male and Female toilet facilities in the building.

3.5.7. Exclusive use of an indoor room for Team Captains' and Officials' meetings. Four Tables and seating for 80 people.

3.5.8. Weather proof display boards for posting start lists, results and Championships information.

3.5.9. Provision of 3 x telephones with external lines, Broadband Internet (with free access for officials on their own or AWSA devices). Provision of 2 x desktop computers and keyboards, (to include Internet access) for use by athletes, and provision of 1 x stand-alone printer to be linked to these two computers. The bill for their use included in the Contract.

3.5.10. Provision of 1 x Colour Printer, wireless linked for access by all officials in the building. Colour cartridges and their re-supply to be included, with 24 hour turn round for maintenance and repair.

3.5.11. Provision of a dedicated photocopier with collation facility. The guaranteed access to a backup photocopier at all times. The photocopiers must be capable of generating 5000 copies

during the period of the Championships. Toner replacement, maintenance and rapid repair or replacement within 24 hours. All paper for use in the photocopiers will be provided by the AWSA.

3.5.12. Cleaning and disposal of rubbish, including toilet facilities.

3.5.13. A facility to forward mail from the race office once the Championships have concluded to a single UK address.

3.6. Outdoor Prize Giving. Provide in a location central to the Venue:

3.6.1. A weatherproof stage and podium.

3.6.2. A power supply.

3.6.3. Public address / CD / tape deck.

3.6.4. A table for prizes.

3.6.5. Flags & Poles – British, host nation and other nations competing.

3.6.6. Outdoor lighting.

3.7. Final Night Prize Giving Ceremony. Provide in a location central to the Venue:

3.7.1. A hall for the final prize giving ceremony, capable of accommodating 250 personnel seated at tables. The provision of tables and chairs and their collection and return to the point of origin is the sole responsibility of the Contractor. Access must be available prior to and from 0900 on the day of the prize giving.

3.7.2. A large stage and podium.

3.7.3. A public address system.

3.7.4. Ten Tables for prizes.

3.7.5. Flags – British, host nation and other nations competing.

3.7.6. Lighting / heating.

3.7.7. Toilets.

3.7.8. Traditional local cultural performance (2 x 15 minute sets).

3.7.9. Hot meal and bar facilities (food and drink not provided under the Contract).

3.8. Biathlon & Cross Country. Provide the following:

3.8.1. Loipes & Tracks. Access to all Venue cross-country and biathlon loipes and tracks during the Championships and all local clearances completed. Preparation, including floodlighting, mass start lanes, handover boxes / transition areas and the cutting of tracks to FIS/IBU standards. Courses must be prepared for inspection 24 hours before the start of each race, or as soon as the AWSA course setters have confirmed the course.

3.8.2. Skidoo. Exclusive use of one self-drive skidoo, including fuel and lubricants. (This is separate to medical skidoos). During the event, should any damage to the self-drive skidoos be

attributable to the Authority and determined that the Authority is at fault, the damage will be paid for by the Authority as an off contract cost.

3.8.3. Targets. Sufficient paper targets for use during practice.

3.8.4. Wax Rooms. Secure team waxing and changing facilities (35 cabins where one double = 2 singles) at the Stadium for teams with close access to toilet facilities.

3.8.5. Range Facilities. Exclusive use of the Range and racing tracks for the duration of the race from the start of zeroing to race end.

3.8.6. Time Keepers and Equipment:

3.8.6.1. A world class, virtually instant, timing system along with an experienced timekeeper to control the system. The timing system will cover all races.

3.8.6.2. Live timings uploaded to a website of choice.

3.8.6.3. Individual lap timings.

3.8.6.4. Results slip printer – this gives a printout of your race time (excluding any penalties incurred during race).

3.8.6.5. Penalty loop timings – This may enable you to check shooting scores more efficiently.

3.8.7. Stadium Facilities. Use of the following Stadium facilities (including fuel & light) during race days from race minus 2 hours to race end plus 1 hour:

3.8.7.1. Car Parks for Officials and competitors. Parking for up to 65 vehicles must be as close to the Stadium as possible.

3.8.7.2. Café to be open during race days from race minus 2 hours to race end plus 1 hour. Food and drink not provided under the Contract.

3.8.7.3. Two Medical Rooms for AWSA Medical Staff.

3.8.7.4. An ambulance service and dedicated skidoo with medical team (local mountain rescue team).

3.8.7.5. Timing Room.

3.8.7.6. Armourer's Room.

3.8.7.7. Equipment Store room.

3.8.7.8. Jury room.

3.8.7.9. Toilets.

3.8.7.10. Commentary Room with PA and music system.

3.8.7.11. Refuse disposal after each race.

3.8.7.12. Fencing around the start, finish, first 300m of the track and range.

3.8.7.13. Provision of 2000 hot, isotonic energy drinks served in bio-degradable cups at the finish of every race (8 race days, 250 per day); to be delivered to the finish area and served by the AWSA.

3.9. The Patrol Race. The requirements of the Patrol Race will be discussed in detail on arrival of the Patrol Course Setter. This race will require a similar start/finish area layout to the Cross Country Races but will have equipment checking, weighing and inspection areas added to the start process. The 30 km course will be set by the AWSA, with the Contractor's advice, but must have the option for a single loop up to 20 km long and subsequent 5 km loops. Classical track preparation and marking will be negotiated by the AWSA with the Contractor. An additional skidoo, including fuel and lubricants, must be available from Race minus 5 days.

3.10. Contractor's Expenses. All expenses attributable to the Contractor and his non-military staff is to be included in the Contract price. This includes, but is not exclusive to, phone, fax and mobile charges; travel to and from the Championships; subsistence and accommodation at the Championships.

4.0. RESPONSIBILITY OF THE AWSA

4.1. The AWSA will provide the following:

4.1.1. Championships Director.

4.1.2. Chief of Staff (Championship Manager).

4.1.3. Chief of Race.

4.1.4. Course Setters.

4.1.5. Course Marshalls and Penalty Loop Judges

4.1.6. Starter and Finish Judge.

4.1.7. Medical Staff (Doctor & Physiotherapist).

4.1.8. Staff for Protocol and Ceremonial Functions (eg Prize Givings).

4.1.9. RQMS and staff to cover logistic and transport tasks and the issuing and collection of start numbers.

4.1.10. Accommodation Liaison Official.

4.1.11. The activity of photocopying (not the facility) and distribution of results.

4.1.12. Radios.

4.1.13. Perpetual Bibs.

4.1.14. Security of weapons and ammunition.

4.1.15. Insurance for all athletes and officials to include 3rd party liability and personal accident.

4.1.16. To pay for any damage to skidoos attributable to the Authority.

4.1.17. A detailed description of each Championship race contained within the AWSA Nordic Rulebook.

4.2. Insurance. All competitors and officials will have personal insurance cover to provide themselves with financial protection in the case of accident, illness or death. Such cover will also provide third party liability protection in case any athlete causes injury to any other person while free skiing or racing within the terms of their insurance policy. The Venue is to have Public Liability Insurance of not less than £5M per incident and unlimited in the number of occurrences for the conduct of ski racing.

5.0. CHAMPIONSHIPS CANCELLATION

5.1. No Show. In the event of part or all of the Championships being cancelled, the Contractor will be paid for work completed and expenditure incurred up to the time of cancellation. In the event of cancellation the Contractor shall provide to the Authority a full and comprehensive breakdown of costs up to the point of cancellation.

5.2. No Snow. If weather conditions such as poor visibility, high winds or insufficient snow prevent the Championships from taking place, the Contractor is to make every effort to provide a suitable location in consultation with the Authority. Should the Contractor not be able to provide a suitable location, then the Authority reserves the right to terminate the Contract in accordance with Contract Condition 2.17 (termination), pay for work that has already been completed by the Contractor and claim back the difference in value where stage payments have already been paid.

Annex A:

1. Ex RUCKSACK Programme.

EX RUCKSACK PROGRAMME

This programme can be amended by mutual agreement between the Designated Officer and the Contractor

EX RUCKSACK PROGRAMME

This programme can be amended by mutual agreement between the Designated Officer and the Contractors Authorised Representative, without the need for a formal contract amendment.

CAPITALS = BRITISH NATIONAL RACE	Shaded Races = Marina Race	(IS) = Inter Service Race	(IC) = Inter Corps Race
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties	Event	Race	Venue	Remarks
D-2	Race Office Opens. Key Officials Arrive		Race Office	
D-1	Key Officials' Meeting		Team Captains' Room	
D	Teams Arrive.		Race Office	
D+1	Officials' Meeting Team Captains' Meeting XC Training / Course Inspection		Team Captains' Room Team Captains' Room Stadium	(CT)
D+2	XC Training / Course Inspection Team Captains' Meeting Opening Ceremony		Stadium Team Captains' Room TBC	(CT)
D+3	Team Captains' Meeting Prize Giving	MEN 15 KM XC (IS, IC) LADIES 10 KM XC (IS) BOYS & GIRLS 5 KM XC	Stadium Stadium Stadium Team Captains' Room TBC	(CT) (CT) (CT)
D+4	Prize Giving after each race	BOYS & GIRLS 5 KM XC LADIES 7.5 KM XC JUNIOR MEN & SENIOR NOV MEN 7.5 KM XC MEN 10 KM XC	Stadium Stadium Stadium Stadium	Mass Start (FT)

ANNEX A TO
STATEMENT OF REQUIREMENT

CAPITALS = BRITISH NATIONAL RACE	Shaded Races = Marina Race	(IS) = Inter Service Race	(IC) = Inter Corps Race
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties	Event	Race	Venue	Remarks
D+5	XC Course Inspection Range Open for Zero Biathlon Training Team Captains' Meeting		Stadium Stadium Stadium Team Captains' Room	(CT/FT)
D+6	Range Open for Zero Biathlon Training Team Captains' Meeting	Men 4 x 10 km XC Ladies 4 x 5 km XC	Stadium Stadium Stadium Stadium Stadium	(2 x CT, 2 x FT) (2 x CT, 2 x FT)
D+7	Range Open for Zero Biathlon Training Team Captains' Meeting		Stadium Stadium Team Captains' Room	
D+8	Range Open for Zero	20 KM INDIV BIATHLON 15 KM INDIV BIATHLON 12.5 KM INDIV BIATHLON	Stadium Stadium Stadium Stadium	S Men J Men & S N Men Women
D+9	Range Open for Zero Biathlon Training Team Captains' Meeting		Stadium Stadium Team Captains' Room TBC	Visitor Weekend <i>Army Alpine Disperse</i>
D+10	Range Open for Zero	10 KM BIATHLON SPRINT (IS, IC) 7.5 KM BIATHLON SPRINT (IS)	Stadium Stadium Stadium	Men Women

ANNEX A TO
STATEMENT OF REQUIREMENT

CAPITALS = BRITISH NATIONAL RACE	Shaded Races = Marina Race	(IS) = Inter Service Race	(IC) = Inter Corps Race
(All Marina Races plus 4 x 10 km XC are also SAS & Kentish Cup Races)			
Youth Men race with Junior Men. Senior, Junior & Youth females race together			
CT = Classic Technique, FT = Free Technique			

Dates as agreed between the Parties	Event	Race	Venue	Remarks
D+11	Range Open for Zero Prize Giving Team Captains' Reception	10 KM BIATHLON MASS START 10 KM BIATHLON MASS START 12.5 KM BIATHLON MASS START 10 KM BIATHLON MASS START	Stadium Stadium Stadium Stadium Stadium TBC	Women Senior Novice Men Senior Men Junior Men Visitor Weekend
D+12	Range Open for Zero Biathlon Training Team Captains' Meeting Prize Giving & Patrol Draw		Stadium Stadium Team Captains' Room Prize Giving	
D+13	Range Open for Zero	Men 4 x 7.5 km Biathlon Women 3 x 6 km Biathlon	Stadium Stadium	
D+14	Range Open for Zero Patrol Race Training Team Captains' Meeting		Stadium Stadium Team Captains' Room	
D+15	Final Prize Giving	Military Patrol Race	Stadium Prize Giving	Wax Cabins HO/TO by 17:00
D+16	Teams Disperse		Race Office	

Reference No. 710132450 - Provision of Services and Facilities for Exercise RUCKSACK Events 2025 – 2028,
PRICING SCHEDULE 2025 to 2028 (Three Year Term)

Item No.	Description	Year 1 (FY 24/25)	Year 2 (FY 25/26)	Year 3 (FY 26/27)	Year 2 (FY 27/28)
1.	Delivery of services and facilities IAW Exercise Telemark Titan, document '20240405-Cnt_710134450_(EX_RUCKSACK)-SOR_v2-OSC' refers.	Please insert pricing below.			
Total Firm Price: Year 1.		REDACTED			
Total Firm Price: Year 2.		REDACTED			
Total Firm Price: Year 3.		REDACTED			
Total Firm Price: Year 4.		REDCATED			
TOTAL COMBINED FIRM PRICING (YEAR 1 to YEAR 4).		REDACTED			

Notes:

1. All payments are to be made in arrears, upon receipt of an undisputed invoice submitted via the Contractor's Exostar account against Purchase Order number(s) provided by the Authority.
2. All invoices are to be addressed to the Authority Project Manager. Invoices shall only be deemed to be received when submitted via Exostar and are received in CP&F (the Authority's payment system). Invoices are strictly not to be submitted solely by e-mail.
3. The above table (when completed and agreed in writing between both parties) will replace all previously issued Pricing Schedules.
4. Please complete the above table in full, please provide your organisation Pricing Schedule as an additional attachment in support of this document.
5. Pricing must be provided in EURO with NON-RECOVERABLE VAT applied.
6. Prices must be Firm Price.

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

The Contract expiry date shall be: 12/02/2025

Year 1: Contract Award date – 11/02/2025

Year 2: 12/02/2025-11/02/2026 (Option in accordance with condition 46.3 of the contract)

Year 3: 12/02/2026-11/02/2027 (Option in accordance with condition 46.3 of the contract)

Year 4: 12/02/2027-12/02/2028 (Option in accordance with condition 46.3 of the contract)

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☐ (tick as appropriate)

☐

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

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

Condition 7 – Authority's Representatives:

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

Commercial: (as per Annex A to Schedule 3 (DEFFORM 111))

Project Manager: (as per Annex A to Schedule 3 (DEFFORM 111))

Condition 18 – Notices:

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

Authority: (as per Annex A to Schedule 3 (DEFFORM 111))

Contractor:

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

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings: Not applicable.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports: Not applicable

Reports shall be Delivered to the following address:

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

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

☐

Yes

☒

No

If yes:

A Deliverable Quality Plan is required in accordance with DEFCON 602A (SC2) ☐ or

A Deliverable Quality Plan with additional Quality Assurance Information is required in accordance with DEFCON 602C (SC2) ☐

If required, the Deliverable Quality Plan and / or Deliverable Quality Plan with additional Quality Assurance Information must be delivered to the Authority (Quality) within Business Days of Contract Award.

Other Quality Assurance Requirements:

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements: Not applicable.

Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:

A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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 – DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

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

Condition 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: Not applicable.

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:

Special Delivery Instructions:

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

Condition 28.c - Collection by the Authority:

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

Special Delivery Instructions: Not applicable.

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

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

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 10/22)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Tom Shields

Address: Procure Home Command, Army Headquarters, Blenheim Bldg, Marlborough Lines, Monxton Road, Andover, Hants, SP11 8HJ

Tel: +44 7909 231192

Email: tom.shields102@mod.gov.uk

8. Public Accounting Authority

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

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

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

Name: Lt Col MJ Haslett AGC(PS)

Address Headquarters Field Army, IDL 435, Level 2, Zone 7, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ

Email: matt.haslett592@mod.gov.uk

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. JSCS

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

JSCS Fax No. 01869 256837

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

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

Tel No:

(b) U.I.N.

<p>5. Drawings/Specifications are available from</p>	<p>11. The Invoice Paying Authority Ministry of Defence ☎ 0151-242-2000 DBS Finance Walker House, Exchange Flags Fax: 0151-242-2809 Liverpool, L2 3YL Website is: https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement</p>
<p>6. INTENTIONALLY BLANK</p>	<p>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: LeidosFormsPublications@teamleidos.mod.uk</p>
<p>1. 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 http://dstan.gateway.isg-r.r.mil.uk/index.html [intranet] or https://www.dstan.mod.uk/ [extranet, registration needed].</p>	<p>*NOTE</p> <p>1.Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: https://www.kid.mod.uk/maincontent/business/commercial/index.htm</p> <p>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.</p>

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No:

Authority Changes

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

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after

using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

- c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract; and:
 - d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
 - e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:
 - i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; or
 - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:
- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
 - b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change

Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
 - a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

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

Contractor Changes

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

Schedule 5 - Contractor's Sensitive Information (i.a.w. Condition 12) for Contract No: 710134450

Contract No: 710134450
Description of Contractor's 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 Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No:

Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement by the Contractor

Contract No: 710134450

Contract Title:

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied. ☐; or

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication 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 Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 710134450

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:

Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 710134450

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Good*:					As per SOR
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					As per SOR
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					As per SOR
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
Social Value KPI (if applicable)	Good*:					As per SOR
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 710134450 PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure.

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