

## SC2 Schedules

### 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;

#### 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 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)

<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract;
<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

<b>Control</b>	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> <li>a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li> <li>b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;</li> </ul> <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
<b>CPET</b>	<p>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;</p>
<b>Crown Use</b>	<p>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;</p>
<b>Dangerous Goods</b>	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:</p> <ul style="list-style-type: none"> <li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li> <li>b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</li> <li>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</li> <li>d. International Maritime Dangerous Goods (IMDG) Code;</li> <li>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li> <li>f. International Air Transport Association (IATA) Dangerous Goods Regulations;</li> </ul>
<b>DBS Finance</b>	<p>means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);</p>

<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: <ul style="list-style-type: none"> <li>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</li> <li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li> </ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

**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;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
<b>Packaging Design Authority (PDA)</b>	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
<b>Parties</b>	means the Contractor and the Authority, and Party shall be construed accordingly;

**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);

**STANAG4329**

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;

**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 law. Conditions 45 - 47 (Additional Conditions)**

<b>Amendment</b>	Means a change or amendment to the Contract in accordance with DEFCON 503;
<b>Authority's Commercial Officer</b>	Means the person specified within Box 1 of DEFFORM 111 or its authorised representative;
<b>Authority's Project Manager (APM)</b>	Means the person specified within Box 2 of DEFFORM 111 or his/her authorised representative;
<b>Contract Deliverables</b>	Means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
<b>Contract Term</b>	Means the period between the Contract Effective Date and the Expiry Date or Termination Date, whichever is the earlier;
<b>Contracting, Purchasing &amp; Finance (CP&amp;F)</b>	Means the electronic procurement tool used by the Authority;
<b>Design Authority</b>	The Design Authority is the Contractor who will be responsible for ensuring that the consequences of any design decision are understood. The Design Authority maintains a consistent, coherent and complete perspective of the programme design, defining the programme critical interfaces, such that business operations can be changed, and benefits secured in a coordinated manner across the organisation;
<b>Facility Day</b>	A period of 8 hours for preparation work, calibration/testing, assessment and production of formal reports/certificates. Although working practices are to be flexible and responsive to requirement time scales, an average working day should not exceed 8 hours;
<b>Force Majeure Event</b>	Means the occurrence after the Effective Date of Contract of any event or occurrence which is outside the reasonable control of the affected Party and which is not attributable to any act of or failure to take reasonable preventative action by the affected Party concerned, including without

limitation:

- a) war, civil war, armed conflict or terrorism; or
- b) Nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of a breach of this Contract by the Contractor or its sub-contractors; or
- c) Pressure waves caused by devices travelling at supersonic speeds;

which directly causes the affected Party to be unable to comply with its obligations under this Contract including, but not limited to, any Core or Supplementary Task;

**PO**

A purchase order generated on CP&F that authorises a transaction;

**Project**

Means the totality of activities that are to be completed through execution of the Contract to deliver the desired outcomes;

**Project Manager**

Means the authority so designated in the Contract;

**Quality Assurance**

Means the systematic activities implemented in a quality system so that quality requirements for a product or service will be fulfilled;

**Standard**

A required level of quality or attainment;

**Termination Date**

Means the date on which the Contract is terminated in accordance with the terms of this Contract, or otherwise lawfully terminated;

**UEW**

Underwater and Electronic Warfare – the DE&S team responsible for managing this Contract.

## Schedule 2 - Schedule of Requirements

MINISTRY OF DEFENCE		
CONTRACTOR:	SCHEDULE OF REQUIREMENTS FOR:	CONTRACT No:
NPL Management Ltd.	<b>Underwater Acoustic Test and Calibration Services</b>	700008576
Contract Issued: 01/12/2019		Previous Contract No: MCS/1021
Item No	Description	Firm Price
1	<p>Provision of Underwater Acoustic Test, Calibration and Certification Service to the MOD and Contractors acting on behalf of the MOD in accordance with the Statement of Requirement at Annex A for the period 1st December 2019 to 30th November 2020.</p> <p>Year 1 - 1st December 2019 to 30th November 2020</p>	<div></div>
2	<p>Option for the Provision of Underwater Acoustic Test, Calibration and Certification Service to the MOD and Contractors acting on behalf of the MOD in accordance with the Statement of Requirement at Annex A for the period 1st December 2020 to 30th November 2029.</p> <p>Year 2 - 1st December 2020 to 30th November 2021</p> <p>Year 3 - 1st December 2021 to 30th November 2022</p> <p>Year 4 - 1st December 2022 to 30th November 2023</p> <p>Year 5 - 1st December 2023 to 30th November 2024</p> <p>Year 6 - 1st December 2024 to 30th November 2025</p> <p>Year 7 - 1st December 2025 to 30th November 2026</p> <p>Year 8 - 1st December 2026 to 30th November 2027</p> <p>Year 9 - 1st December 2027 to 30th November 2028</p> <p>Year 10 - 1st December 2028 to 30th November 2029</p>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <p>Years 4 – 10 to be priced in accordance with Clause 46.4 Variation of Price</p>

### Schedule 3 - Contract Data Sheet

#### General Conditions

##### Condition 2 – Duration of Contract:

The Contract expiry date shall be: 30<sup>th</sup> November 2020

Options: In the event the option period specified at Clause 46.1 is enacted, the expiry date of the Contract will be 30<sup>th</sup> November 2029.

##### Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

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:

[REDACTED]

[REDACTED]

##### Condition 19 – Notices:

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

Authority: [REDACTED]

Contractor: [REDACTED]

Notices can be sent by electronic mail? Yes

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

The Contractor shall be required to attend the following meetings:

The Contractor shall convene an annual Progress Meeting at its premises under the chairmanship of the APM or its nominated representative. The meeting shall cover all aspects of the contractual

requirements in one visit. The Contractor shall provide the services of a minute secretary who within 10 business days of the meeting will provide draft copies of the minutes to the APM. Final meeting minutes shall be distributed as appropriate 10 business days after receipt of the comments from the APM.

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

The Contractor is required to submit the following Reports:

Further to the requirement of clause 20 the Contractor shall submit a monthly Progress Report to the Authority's Project Manager and Commercial Officer detailing the activity on the Contract. The Contractor shall nominate an individual to liaise with the Authority's overseeing officer in order that all the relevant Health and Safety information can be exchanged and maintained throughout the life of the Contract. It is the Contractor's responsibility to ensure that information exchanged between the Authority and the Contractor is shared with by any Sub-contractor.

The Contractor shall give consideration to providing additional reports on request at no further cost, and to make changes to the format of reports given reasonable notice by the APM.

Reports shall be Delivered to the following address:

[REDACTED]

**Supply of Contractor Deliverables**

**Condition 21 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? No

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

Special Marking requirements: N/A

**Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

a) The Authority's Representative (Commercial)

b) Defence Safety Authority – [REDACTED]

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: 30<sup>th</sup> November 2019

**Condition 26 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? No

**Condition 30 – Rejection:**

The default time limit for rejection of the Contractor Deliverables is ten (10) Business Days.

The Contractor Deliverables which Condition 30 applies to are the monthly progress reports submitted by the Contractor, referenced under Condition 20.b.

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

Self-to-Self Delivery required? No

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

Line Item 1 in Schedule 2 shall be FIRM Price. For Line Item 2 in Schedule 2, line items shall be FIRM Price for the first two years of the option period, after which the prices will be FIXED and VOP will apply.

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

The Notice period for terminating the Contract shall be thirty (30) days.

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

See Annex A to Schedule 3 (DEFFORM 111)

## Annex A to Schedule 3 – DEFFORM 111

DEFFORM 111  
(Edn 05/19)

### Appendix - Addresses and Other Information

#### 1. Commercial Officer

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### 8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to [Redacted]

2. For all other enquiries contact [Redacted]

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

[Redacted]

[Redacted]

[Redacted]

[Redacted]

#### 9. Consignment Instructions

The items are to be consigned as follows:  
See box 2

#### 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:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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



(b) U.I.N.

#### B. JSCS

[Redacted]

[Redacted]

#### 5. Drawings/Specifications are available from See box 2

#### 11. The Invoice Paying Authority (see Note 1)

[Redacted]

Website is:  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

#### 6. Intentionally Blank

#### 12. Forms and Documentation are available through \*:

[Redacted]

[Redacted]

[Redacted]

**Applications via fax or email:**

**\* NOTES**

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.

**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].



## **Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)**

**Contract No: 700008576**

### **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 Commercial Sensitive Information Form (i.a.w. condition 13)**

**Contract No: 700008576**

Contract No: 700008576
Description of Contractor's Commercially Sensitive Information: [REDACTED]
Cross Reference(s) to location of sensitive information: [REDACTED] [REDACTED] [REDACTED]
Explanation of Sensitivity: Commercial confidentiality
Details of potential harm resulting from disclosure: Commercially sensitive
Period of Confidence (if applicable): 7 years after the end date or the Contract or early termination
Contact Details for Transparency / Freedom of Information matters: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract**

**Data Requirements for Contract No: 700008576**

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

Contract No: 700008576

Contract Title: Underwater Acoustic Test and Calibration Services

Contractor: NPL Management Limited

Date of Contract: 1 December 2019 to 30 November 2029

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

Contractor's Signature: *Signed on original*

Name: [REDACTED]

Job Title: [REDACTED]

Date: 31 October 2019

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Emails to be sent to:

[REDACTED]

### Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

**Data Requirements for Contract No:**

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

[illegible]

**Schedule 8 - Acceptance Procedure (i.a.w. condition 29)**

Acceptance will be conditional upon receipt and acceptance of the monthly progress reports provided by the Contractor to the Authority's Project Manager.