

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 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; ord. 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

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<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>
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.aof.mod.uk ;

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in

[REDACTED – FOR PUBLICATION]
connection with the Contract;

Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity	means the quantity of an item of material to be contained in an

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(PPQ)

[REDACTED – FOR PUBLICATION]

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, 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;

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.

[REDACTED – FOR PUBLICATION]

[REDACTED – FOR PUBLICATION]

Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 44 - 46 (Additional Conditions)

[REDACTED – FOR PUBLICATION]

[REDACTED – FOR PUBLICATION]

Schedule 2 - Schedule of Requirements for Contract No: DSTL/AGR/01257/01 (PO: 1000163844)

For The Development and Supply of Prototype Low Cost, Laser Detector Systems (LCLD)

<u>Contractor Deliverables</u>									
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	N/A	N/A	Development and Supply of Prototype Low Cost, Laser Detector Systems (LCLDs) in accordance with the Statement of Requirement Reference <i>[Redacted – Military Sensitive Technical Information Exemption]</i> at Schedule 15 of the Contract Contractors Proposal LCLD Version 2 dated 14th October 2021 at Schedule 17 of the Contract	XY	EACH	Alpha Prototypes to be delivered by 31/07/22 Beta Prototypes to be delivered by 30/06/23	As detailed in Schedule 15		<i>[Redacted – FOI Exemption]</i> TOTAL Price for Item 1 £1,008,550.00 To be split into Stage Payments (see Condition 45 – Stage Payment Scheme) as detailed at Schedule 16

[REDACTED – FOR PUBLICATION]

[REDACTED – FOR PUBLICATION]

2	N/A	N/A	On an as required basis, the Provision of additional Research and Development Services/Supplies on an as required basis, in accordance with the Tasking Process at Condition 46 of the SC2 Terms and Conditions of Contract and using the Tasking Form and agreed Rates at Schedules 11 and 12 of the Contract respectively. A log of Tasks Authorised will be kept at Schedule 13.	XY	As detailed on each individual Task Form approved under the Contract	As detailed on each individual Task Form approved under the Contract			Each Individual Task authorised under Item 2 of the Contract is to be priced in accordance with Condition 46 of the Terms and Conditions of Contract using the agreed rates at Schedule 12 of the Contract Rates at Schedule 12 remain Firm until 31 st March 2024
Total Price									£1,008,550.00 (Item 1)

Item Number	Consignee Address (XY code only)
ALL	Deliveries are to be made to Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ. Exact Buildings on site are to be confirmed prior to Delivery, by the Authority's Representative (Project). For the purposes of the Invitation to Negotiate the Contractor should price for delivery based on CIP Incoterms

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

The Contract expiry date shall be: 31st March 2024 (See Item 2 of Schedule 2)

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

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

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

Condition 7 – Authority's Representatives:

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

Commercial: *[Redacted – FOI Exemption]*
(as per Box 1 of Annex A to Schedule 3 (DEFFORM 111))

Project Manager: *[Redacted – FOI Exemption]* (as per Box 2 of Annex A to Schedule 3 (DEFFORM 111))

Condition 18 – Notices:

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

Authority:
Commercial Services, *[Redacted – FOI Exemption]*
Porton Down, Salisbury, Wiltshire, SP4 0JQ
For the Attention of: *[Redacted – FOI Exemption]*
Email to *[Redacted – FOI Exemption]*

Contractor: *[Redacted – FOI Exemption]*, PSP Building A, Porton Down, Salisbury, SP4 0BF

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:

As detailed in the Statement of Requirement at Schedule 15

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

As detailed in the Statement of Requirement at Schedule 15

Reports shall be Delivered to the following address:

To the Authority's Representative (Project) – As per Box 2 of Schedule 3 Annex A – DEFFORM 111

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

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

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

THE CONTRACTOR IS REQUIRED TO HOLD:

- a) ISO12207 or International equivalent
- b) Cyber Security Controls for VERY LOW as defined in DEF STAN 05-138 and DEFCON 658 (SC2)
- c) See Section 2.1 of the Statement of Requirement at Schedule 15

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 23 - 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 – FOI Exemption]

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

Condition 24 – 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:

Condition 25 – 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 27.b – Delivery by the Contractor:

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

ALL

Special Delivery Instructions:

DELIVERY TO PORTON DOWN – Exact Location on site to be confirmed.

- 1) Please note that Deliveries are not normally accepted on site after 1600 Hours
- 2) Deliveries to Porton Down using vehicles in excess of 15 Tonnes Gross Weight must be made via the A30 road, and not through Porton Village.
- 3) Delivery drivers must carry some form of identification e.g. Driving Licence.
- 4) Access to the site may not be allowed, if site clearance has not previously obtained and an escort is not available.
- 5) The Contractor must contact the Authority's Representative (Project) to make final arrangements before delivery.
- 6) The Contract is fully responsible for the delivery and unloading of Deliverables from vehicles once on site.
- 7) Accompanying Delivery Notes must clearly state the Contract Number therein.

Condition 27.c - Collection by the Authority:

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

NOT APPLICABLE

Special Delivery Instructions:

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

Consignor details (in accordance with Condition 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

Line Items: Address:

Line Items: Address:

Condition 29 – 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 31 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☒ *(tick as appropriate)*

If required, Delivery address applicable:

Sentinel Photonics Limited
Porton Science Park
Bybrook Road
Porton Down, Wiltshire
SP4 0BF

Deliverables **D4 and D9** at Schedule 15 are to be self-to-self delivered by the Contractor to allow subsequent embodiment and completion of follow-on Deliverables D5 and D10

Pricing and Payment**Condition 34 – Contract Price:**

All Schedule 2 line items shall be FIRM Price other than those stated below:

Line Items Clause 46. refers

Termination**Condition 41 – 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 07/21)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted – FOI Exemption]
 Address: Commercial Services, [Redacted – FOI Exemption]
 Dstl Porton Down, Salisbury, Wiltshire, SP4 0JQ
 Tel: [Redacted – FOI Exemption]
 Email: [Redacted – FOI Exemption]

8. Public Accounting Authority

- Returns under DEFCON 694 (or SC equivalent) should be sent to [Redacted – FOI Exemption] Piccadilly Gate, Store Street, Manchester, M1 2WD
 [Redacted – FOI Exemption]
- For all other enquiries contact [Redacted – FOI Exemption]4 Piccadilly Gate, Store Street, Manchester, M1 2WD
 [Redacted – FOI Exemption]

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

Name: [Redacted – FOI Exemption]

Address: [Redacted – FOI Exemption], Dstl Fort Halstead,
 Sevenoaks, Kent, TN14 7BS
 Tel: [Redacted – FOI Exemption]
 Email: [Redacted – FOI Exemption]




9. Consignment Instructions

The items are to be consigned as follows:
 SEE SCHEDULE 2 AND 3

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, [Redacted – FOI Exemption] BRISTOL BS34 8JHAir Freight CentreIMPORTS  [Redacted – FOI Exemption]EXPORTS  [Redacted – FOI Exemption]Surface Freight CentreIMPORTS  [Redacted – FOI Exemption]EXPORTS  [Redacted – FOI Exemption]**B. JSCS**

JSCS Helpdesk No. [Redacted – FOI Exemption]

JSCS Fax No. [Redacted – FOI Exemption]

Users requiring an account to use the MOD Freight Collection Service should contact [Redacted – FOI Exemption] in the first instance.

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

Tel No:

(b) U.I.N.

11. The Invoice Paying Authority

DSTL Accounts Payable
 [Redacted – FOI Exemption], Dstl Ports down West
 FAREHAM Hants, PO14 9HL
 e-mail: [Redacted – FOI Exemption]
 Tel: [Redacted – FOI Exemption]

5. Drawings/Specifications are available from**12. Forms and Documentation are available through *:**

Ministry of Defence, Forms and Pubs Commodity Management
 [Redacted – FOI Exemption] Lower Arcott
 Bicester, OX25 1LP (Tel. [Redacted – FOI Exemption])
Applications via fax or email: [Redacted – FOI Exemption]

6. INTENTIONALLY BLANK**7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***NOTE**

- Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
- If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: DSTL/AGR/01257/01

1. Authority Changes

Subject always to Condition 6 (Formal Amendments to the 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 (Formal Amendments to the 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 4.b.(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 3.b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Condition 12) for
Contract No: DSTL/AGR/01257/01**

Contract No: DSTL/AGR/01257/01
Description of Contractor's Commercially Sensitive Information: <ul style="list-style-type: none">• <i>[Redacted – FOI Exemption]</i>
Cross Reference(s) to location of sensitive information: <ul style="list-style-type: none">• LCLD_plan_V2
Explanation of Sensitivity: <ul style="list-style-type: none">• <i>[Redacted – FOI Exemption]</i>
Details of potential harm resulting from disclosure: <ul style="list-style-type: none">• <i>[Redacted – FOI Exemption]</i>
Period of Confidence (if applicable): Contract duration
Contact Details for Transparency / Freedom of Information matters: Name: <i>[Redacted – FOI Exemption]</i> Position: <i>[Redacted – FOI Exemption]</i> Address: <i>[Redacted – FOI Exemption]</i> , Porton Down, SP4 0BF Telephone Number: <i>[Redacted – FOI Exemption]</i> Email Address: <i>[Redacted – FOI Exemption]</i>

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: DSTL/AGR/01257/01

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

Contract No: DSTL/AGR/01257/01

Contract Title: Low Cost laser Detector

Contractor: Sentinel Photonics Ltd.

Date of Contract: 14th October 2021

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with Condition 23. ☐

Contractor's Signature: *[Redacted – FOI Exemption]*

Name: *[Redacted – FOI Exemption]*

Job Title: *[Redacted – FOI Exemption]*

Date: 27th September 2021

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC): N/A

NATO Stock Number: N/A

Contact Name: N/A

Contact Address: N/A

Copy to be forwarded to:

[Redacted – FOI Exemption]
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: DSTL/AGR/01257/01

The following information is provided in respect of Condition 24 (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
N/A	N/A	N/A	N/A	N/A

Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract No: DSTL/AGR/01257/01

Standard Deliverable Acceptance Criteria

- All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MoD.
- Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.
- Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results achieved including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.
- All Reports shall be free from spelling and grammatical errors and shall be set out in accordance with the Statement Of Requirement at Schedule 15.

Specific Deliverable Acceptance Criteria

Hardware functional deliverables to be assessed by the Authority within the laboratory with checks of the following:

[Redacted – Military Sensitive Technical Information Exemption]

On satisfactory test passing, hardware deliverables will be accepted and notification for payment will be issued to the Authority's Representative (Project and Commercial).

SCHEDULE 9 – CONTRACT DSTL/AGR/01257/01
DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING SCHEME

Reports comprising technical information – DEFCON 703

Only information generated under the contract	Third party information or information not generated under the contract also included in document
<p>© Crown Copyright (year of production) Supplied to MOD under DEFCON 703 in accordance with <i>Contract No [ABC/1234, task XYZ/9876] (see note 1).</i></p>	<p>© Crown Copyright (year of production) Supplied to MOD under DEFCON 703 in accordance with <i>Contract No [ABC/1234, task XYZ/9876] (see note 1).</i></p> <p>This document contains additional information proprietary to <i>[Third Party Rights Owner] (see note 2)</i> and which has been supplied in confidence for the purposes of the Contract. Such information is identified. <i>(see note 3)</i></p> <p>Requests for permission for wider use or dissemination of such proprietary information should be made to the relevant <i>[Third Party Rights Owner]</i> Account Manager.</p>

Notes:

1. This must always be the customer's contract number.
2. Include name of the Third Party Rights Owner(s), for example: a supplier name, or other third party, as appropriate.
3. Where third party information or information not generated under the contract is included in a document subject to DEFCON 703, the information in question must be identified in the body of the document, except where this is impracticable and the customer has agreed that such identification is not required.

Schedule 10 – MOD DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)
CONTRACT DSTL/AGR/01257/01

Ministry of Defence
Design Rights and Patents
(Sub-Contractor's Agreement)

THIS AGREEMENT is made the 28th day of September 2021

BETWEEN

whose registered office is at

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

WHEREAS:-

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

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

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

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

Signed on behalf of
the Sub-Contractor

(in capacity of Director)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

except that:

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

Design Rights and Patents (Sub-Contractor's Agreement)

Guidance Notes for Completion

1. This note has been devised as an aid to the completion of the Design Rights and Patents (Sub-Contractor's Agreement).
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows:

Use a Design Rights and Patents (Sub-Contractor's Agreement) form and insert:
 - a.* the date of the Agreement;
 - b.* the sub-contractor's full name;
 - c.* the sub-contractor's registered address;
 - d. paragraph 1 - the full name of the main Contractor;
 - e. paragraph 1 - the Contract number of the main contract;
 - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
 - g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
 - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91, 126, 703 and 705 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
5. Two copies of the Design Rights and Patents (Sub-Contractor's Agreement) should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the Authority's representative (Commercial). One copy is for the sub-contractor to retain, and the other is for retention by the Authority's Commercial Branch.

*N.B. This information will not necessarily be available at the drafting stage

Schedule 11 – Task Approval Form (applicable to Item 2 of the Schedule of Requirements detailed at Schedule 2 of the Contract) – see also Condition 46 of SC2 Terms and Conditions of Contract
CONTRACT DSTL/AGR/01257/01

TASK APPROVAL FORM

Contract Number	<input type="text"/>	Task Number	<input type="text"/>
Originating Reference	<input type="text"/>	Issue Number	<input type="text"/>
Equipment	<input type="text"/>	Issue Date	<input type="text"/>
Brief Description	<input type="text"/>		

PART 1

(Completed by the Authority's Project Manager or the Contractor)

Name of Originator

Proposed Task Title

Statement Of
Requirements

Quality Assurance / DEFSTANS (specific to Task)

Acceptance Criteria / Task Output / Deliverable / IP

Task Duration

Contractors proposed completion date Subject to approval by

Signed Position

On behalf of Date

Telephone Number

E-mail Address

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 2**Contractor's Proposal Based On The Agreed Rates In The Contract****Labour**

Hours	Rate	Price £

Sub-Total Sub-Total **Materials**

Details	Price £

Sub-Total **Sub-Contracts**

Sub-Contractor	Price £

Sub-Total **Other Costs**

Details	Price £

Sub-Total Sub-Total Total Firm Price (EX VAT)

GFE Requirements Specific To Task

Effect or Dependency on previous Task

Signed

Position

On behalf of

Date

Telephone Number

E-mail Address

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 3 Price Agreement And Dstl Authorisation

PROJECT MANAGER

I confirm that the time-scale and level of work detailed in Parts 1 and 2 are acceptable for this task

A completion date of is therefore considered appropriate and acceptable.

Project Office Approval is hereby given for the Task to proceed at a Price Ex VAT of

Name of Project Manager

Signed Post Title Date

Telephone Number

E-mail Address

COMMERCIAL OFFICER

Approval to proceed with the Task at the price of Ex VAT is hereby given

Name Of Commercial Officer

Signed Post Title Date

Telephone Number

E-mail Address

UPON COMPLETION OF THIS PART, THE CONTRACTOR IS AUTHORISED TO COMMENCE WORK

PART 4 **Notification of Task Completion** (To be completed by the Contractor)

All work on this Task is complete and all deliveries (where applicable) have been dispatched.

I hereby notify the Authority's Project manager that the above Task was completed on

Name

Signed Position

On behalf of Date

Telephone Number

E-mail Address

PART 5 **Confirmation of Task Completion** (To be completed by the Authority)

I confirm that all work on the above Task has been completed to the satisfaction of the Project Manager

The completion date for this Task was

Comments on Task report

Your claim for payment in accordance with the terms and conditions of the contract may now be submitted.

Name of Project Manager

Signed Post Title Date

Telephone Number

E-mail Address

Schedule 12 – Agreed Labour and Travel/Subsistence Rates (applicable to Tasks Placed under Item 2 of the Schedule of Requirements at Schedule 2 to the Contract)
CONTRACT DSTL/AGR/01257/01

AGREED RATE TABLE

Type	Detail	Rate
Labour	Sentinel Principal	<i>[Redacted – FOI Exemption]</i>
	Sentinel Senior Engineer	<i>[Redacted – FOI Exemption]</i>
Accommodation	Per night	<i>[Redacted – FOI Exemption]</i>
Meals	Breakfast	<i>[Redacted – FOI Exemption]</i>
	Lunch	<i>[Redacted – FOI Exemption]</i>
	dinner	<i>[Redacted – FOI Exemption]</i>
Travel	Car journey in Contractor's own vehicle – per mile	<i>[Redacted – FOI Exemption]</i>
	Short term car hire	<i>[Redacted – FOI Exemption]</i>
	Air Travel – Return per person	<i>[Redacted – FOI Exemption]</i>

The rates above will apply until 31st March 2024.

Schedule 13 – Agreed Task Log (record of Tasks placed under Item 2 of the Schedule of Requirements at Schedule 2 to the Contract)
CONTRACT DSTL/AGR/01257/01

AGREED TASK LOG (ITEM 2 OF THE SCHEDULE OF REQUIREMENTS – SCHEDULE 2)

To be Inserted following agreement of any Tasks under Item 2 of the Schedule of Requirements at Schedule 2

Schedule 14 – Statement Relating to Good Standing

The Statement Relating To Good Standing

Contract Title: Development and Supply of Prototype Low Cost, Laser Detector Systems (LCLD)

Contract Number: DSTL/AGR/01257/01

1. We confirm, to the best of our knowledge and belief, that **Sentinel Photonics Limited** including its directors or any other person who has powers of representation, decision or control of **Sentinel Photonics Limited** has not been convicted of any of the following offences:

- a. conspiracy within the meaning of section 1 or section 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983, or in Scotland the Offence of conspiracy, where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- b. involvement in serious organised crime or directing serious organised crime within the meaning of section 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;
- c. corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906*;
- d. the offence of bribery;
- e. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010;
- f. bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003;
- g. money laundering within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988, section 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996 or the Money Laundering Regulations 2003 or money laundering or terrorist financing within the meaning of the Money Laundering Regulations 2007*;
- h. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA*;
- i. an offence in connection with proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- j. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- k. any other offence within the meaning of Article 39(1)(a), (b), (d), or (e) of the Defence and Security Procurement Directive 2009/81/EC as defined by the national law of any part of the United Kingdom or Gibraltar.

* including amendments to the legislation

2. **Sentinel Photonics Limited** further confirms to the best of our knowledge and belief that it:

- a. being an individual, is a person in respect of whom a debt relief order has not been made, is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- b. being a partnership constituted under Scots law, has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;

c. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;

d. has not been convicted of a criminal offence relating to the conduct of its business or profession, including, for example, any infringements of any national or foreign law on protecting security of information or the export of defence or security goods;

e. has not committed an act of grave misconduct in the course of its business or profession, including a breach of obligations regarding security of information or security of supply required by the contracting authority in accordance with Regulation 38 or 39 of the DSPCR during a previous contract;

f. has not been told by a contracting authority, that the Potential Provider does not to possess the reliability necessary to exclude risks to the security of the United Kingdom*;

g. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or Gibraltar;

h. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or Gibraltar.

* Please note that under the DSPCR the Authority may, on the basis of any evidence, including protected data sources, not select Potential Providers that do not possess the reliability necessary to exclude risks to the security of the United Kingdom.

I confirm that to the best of my knowledge my declaration is correct. I understand that the contracting authority will use the information in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of my organisation. I understand that the Authority may reject my submission if there is a failure to provide a declaration or if I provide false or misleading information.

Organisation's Name	[Redacted – FOI Exemption]
Signed (By Director of the Organisation or equivalent)	[Redacted – FOI Exemption]
Name	[Redacted – FOI Exemption]
Position	[Redacted – FOI Exemption]
Date	[Redacted – FOI Exemption]

[REDACTED – FOR PUBLICATION]

Schedule 15 – Statement of Requirement
CONTRACT No. DSTL/AGR/01257/01

[Redacted – Military Sensitive Technical Information Exemption]

[REDACTED – FOR PUBLICATION]

[REDACTED – FOR PUBLICATION]

Schedule 16 – Stage Payment Scheme (applicable to Item 1 of Schedule 2) – see also Special Condition 45 (Stage Payment Scheme)

AGREED STAGE PAYMENT PLAN

[Redacted – FOI Exemption]

[REDACTED – FOR PUBLICATION]

[REDACTED – FOR PUBLICATION]

Schedule 17 – Contractor’s Proposal
CONTRACT No. DSTL/AGR/01257/01

[Redacted – FOI Exemption]

[REDACTED – FOR PUBLICATION]