

## Schedule 1 - Definitions of Contract

<b>Article</b>	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;
<b>Articles</b>	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. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	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;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	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"><li>a. Government Department;</li><li>b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li><li>c. Non-Ministerial Department; or</li><li>d. Executive Agency;</li></ul>
<b>Collect</b>	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;
<b>Commercial Packaging</b>	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 (Formal Amendments to the 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 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>Counterfeit Materiel</b>	<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"> <li>a. misleading marking of the materiel, labelling or packaging;</li> <li>b. misleading documentation; or</li> <li>c. any other means, including failing to disclose information;</li> </ul> <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>
<b>CPET</b>	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;
<b>Crown Use</b>	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;
<b>Dangerous Goods</b>	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:

	<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>e. International Maritime Dangerous Goods (IMDG) Code;</li> <li>f. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li> <li>g. International Air Transport Association (IATA) Dangerous Goods Regulations;</li> </ul>
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.kid.mod.uk">https://www.kid.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 upon which both Parties have signed the Contract;
<b>Evidence</b>	<p>means either:</p> <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;
<b>Government Furnished Assets (GFA)</b>	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;

<b>Hazardous Contractor Deliverable</b>	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;
<b>Independent Verification</b>	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";
<b>Information</b>	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;
<b>Issued Property</b>	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;
<b>Legal and Sustainable</b>	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;
<b>Legislation</b>	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;
<b>Military Level Packaging (MLP)</b>	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>Mixture</b>	means a mixture or solution composed of two or more substances;
<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;
<b>Plastic Packaging Components</b>	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
<b>PPT</b>	means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;
<b>PPT Legislation</b>	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;
<b>Primary Packaging Quantity (PPQ)</b>	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);
<b>Publishable Performance Information</b>	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;
<b>Recycled Timber</b>	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"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> it excludes sawmill co-products;
<b>Robust Contractor Deliverables</b>	shall mean Robust items as described in Def Stan 81-041 (Part 2)
<b>Safety Data Sheet</b>	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

<b>Schedule of Requirements</b>	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;
<b>Self Delivery Management Charge</b>	means the cost(s) associated with the undertaking and delivery of Tasks that are subject to directed self-delivery from the Authority, and not offered to the supply chain.
<b>Sensitive Information</b>	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;
<b>Short-Rotation Coppice</b>	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;
<b>Specification</b>	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;
<b>STANAG 4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	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;
<b>Substance</b>	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;
<b>Supply Chain Management Charge</b>	Means the charge that is applied to those tasks which are either a) directed to a specific sub-contractor within the supply chain by The Authority or, b) competed through the supply chain. These tasks are subject to the application of a 5% management charge in addition to the supply chain delivery cost
<b>Timber and Wood-Derived Products</b>	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.

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



**Schedule 2 - Schedule of Requirements for Contract No. PA0000001706**

For TREDSTONE

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	N/A	N/A	<p>On an as required basis, the Provision of additional Research and Development Services/Supplies until 31/03/2028 up to an approved limit of liability of Nineteen Million and Nine Hundred Thousand Pounds (£19,900,000.00)</p> <p>Task shall be placed in accordance with the Tasking Process at Condition 47 of the SC2 Terms and Conditions of Contract and using the Tasking Form and agreed Rates at Schedules 14 and 15 of the Contract respectively.</p> <p>A log of Tasks Authorised will be kept at Schedule 16</p>	XY	As detailed on each individual Task Form approved under the Contract	As detailed on each individual Task Form approved under the Contract	TBC	To be agreed on a individual task basis	Each Individual Task authorised under Item 2 of the Contract is to be priced in accordance with Condition 47.b of the Terms and Conditions of Contract using the agreed rates at Schedule 15 of the Contract  Rates at Schedule 15 remain Firm until 31 <sup>st</sup> March 2028
2	N/A	N/A	<p>Provision of TREDSTONE Framework Agreement as described Schedule 18.</p> <p>Payment shall be made in respect of the Self Delivery Management Charge as described below. No charges will be applicable in respect of</p>	N/A	N/A				

			Supply Chain Management Charge.				1		£ To be agreed [calculated as 5% of supply chain delivery Condition 46.h.3 at quarterly Contract Review meeting that will be scheduled two weeks after the Quarter ends.
			Self-Delivery Management Charge.				1		£Nil
<b>Total Price</b>									

Item Number	Consignee Address (XY code only)
1	Deliveries are to be made to <b>REDACTED UNDER FOIA EXEMPTION</b> 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

**Schedule 3 – Contract Data Sheet for Contract No. PA0000001706**

**General Conditions**

**Condition 2 – Duration of Contract:**

The Contract expiry date shall be: 31/03/2028

**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:                      *(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:

**REDACTED UNDER FOIA EXEMPTION**

Contractor:

**REDACTED UNDER FOIA EXEMPTION**

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:

- a) Framework Level: Quarterly progress review Meetings
- b) As agreed & stipulated on each individual tasking form

**Condition 19.b – Progress Reports:**

The Contractor is required to submit the following Reports:

- a) As agreed & stipulated on each individual tasking form

Reports shall be Delivered to the following address:

As agreed & stipulated on each individual tasking form, copied to Project Manager detailed under Section 7 Authority Representatives above

## 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:

ISO9001 Quality Management Systems

ISO12207 Systems and software engineering — software life cycle

Additional Quality requirements may be specified on an individual tasking requirement.

### Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

### 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 – **REDACTED UNDER FOIA 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 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, supplied within Tender Submission.

**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:

All

Special Delivery Instructions:

Physical deliveries

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.

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:

Not Applicable

Special Delivery Instructions:

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 1              Clause 47.b.              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**

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**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)

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**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:

**REDACTED UNDER FOIA EXEMPTION**

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

**Tel No:**

(b) U.I.N.

**11. The Invoice Paying Authority**

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**5. Drawings/Specifications are available from**

**6. INTENTIONALLY BLANK**

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

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**1. 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**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

**Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No. PA0000001706**

**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. PA0000001706**

Contract No: PA0000001706
Description of Contractor's Sensitive Information: None
Cross Reference(s) to location of Sensitive Information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: REDACTED UNDER FOIA EXEMPTION Position: REDACTED UNDER FOIA EXEMPTION Address: REDACTED UNDER FOIA EXEMPTION Telephone Number: REDACTED UNDER FOIA EXEMPTION Email Address: REDACTED UNDER FOIA EXEMPTION

**Schedule 6 - Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract (i.a.w. Condition 24): Data Requirements for Contract No. PA0000001706**

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

Contract No: PA0000001706

Contract Title: TREDSTONE

Contractor: XEWLI

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: **REDACTED UNDER FOIA EXEMPTION**

Name: **REDACTED UNDER FOIA EXEMPTION**

Job Title: **REDACTED UNDER FOIA EXEMPTION**

Date: 22 Feb 2024

\* 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:

**REDACTED UNDER FOIA EXEMPTION**

**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No. PA0000001706**

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) for Contract No. PA0000001706**

### Standard Deliverable Acceptance Criteria

- All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the [\*Defence Research Reports Specification \(DRRS\)\*](#) which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MoD.
- Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.
- 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 18, and as agreed on the tasking form.
- Failure to comply with the above may result in the Authority rejecting the deliverables and requesting re-work before final acceptance.
- Additional acceptance criteria may be specified against individual task on the agreed tasking form.

**Schedule 9 – Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for CONTRACT No. PA0000001706**

1. The following KPIs shall constitute Publishable Performance Information:

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
1. Timeliness of Deliverable(s) in a Quarter that are on time to due date specified within the TAF and purchase order.	Good*: >95%	Quarterly				
	Approaching Target: 90%					
	Requires Improvement: 80%					
	Inadequate: <80%					
2. Quality of Technical Deliverable(s) detailed in the TAF and purchase order that are delivered in a Quarter.	Good*: >95%	Quarterly				
	Approaching Target: 90%					
	Requires Improvement: 80%					
	Inadequate: <80%					
3. Response to TAF requirements within specified timescales against requisition number within the call-off tasking form part A	Good*: >95%	Quarterly				
	Approaching Target: 90%					
	Requires Improvement: 80%					
	Inadequate: <80%					
4. Deliverable Acceptance	95% of Deliverables are delivered within the quarter meet the acceptance criteria first time and are not rejected by The Authority	Quarterly				

5. Discharged Spend to Supply chain	Between 40% and 60% (inclusive) of discharged spend sub-contracted into the supply chain.	Quarterly				
6. Social Value KPI (if applicable)						
a) Tackling Economic Inequality: Create new businesses, new jobs and new Skills	Good < 10 days					
	Approaching Target 20 days					
	Requires Improvement 30					
	Inadequate > 30 days					
b) Tackling Economic Inequality: Increase supply chain resilience and capacity	Good > 20%					
	Approaching Target 15%					
	Requires Improvement 10%					
	Inadequate <10%					
c) Tackling Equal Opportunities: Tackle workforce inequality	Good > 90%					
	Approaching Target 90%					
	Requires Improvement 85%					
	Inadequate <85%					

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

2. Applied Key Performance Indicators informing Publishable Performance Information:

The Authority will measure the Contractor(s) performance against the following:

General

KPI Nos. 1, 2 and 3 in the table below are linked to payment of Contractor's Self-Delivery Management Charge and will be reviewed 10 workings days after the Quarter ends at the quarterly Contract Review meeting.

The Authority will withhold payment against each Task Authorisation Form and associated purchase order until the KPI's have been reviewed at the quarterly Contract Review meeting, scheduled 10 workings days after the Quarter ends. Achievement of the KPIs shall result with the in-scope values being authorised for release. **If the KPI target has not been achieved authorization to release these values shall be withheld, and subject to review at the following quarterly review.**

KPI No.	Quarterly Charge Payment Percentage	Quarterly Rolling Target	Description	Scope
1	REDACTED UNDER FOIA EXEMPTION	95% of due dates delivered on time that fall within the Quarter.	Timeliness of Deliverable(s) in a Quarter that are on time to due date specified within the call-off tasking form part B and purchase order.	Task Authorisation Form(s) (TAF) placed with the Contractor.

2	REDACTED UNDER FOIA EXEMPTION	95% of Deliverables delivered in the quarter meets the acceptance criteria and are not rejected.	Quality of Technical Deliverable(s) detailed in the TAF and purchase order that are delivered in a Quarter.	Deliverable(s) meet acceptance criteria and are not rejected within the Quarter. The rolling target is measured against each rejection recorded, regardless of whether the same Deliverable is rejected more than once.
3	REDACTED UNDER FOIA EXEMPTION	90% of Call-Off Tasks are responded to within the timescales specified.	Response to TAF proposals within specified timescales against requisition number within the TAF	Submission of Call-Off Task proposals within the following response timescales:  30 calendar days: Applicable when the TAF is classified as Standard.  20 calendar days: Applicable when the TAF is classified as urgent.
4	N/A	95% of Deliverables delivered in the quarter meets the acceptance criteria and are not rejected.	Quality of Technical Deliverable(s) detailed in the TAF and purchase order that are delivered in a Quarter.	Deliverable(s) meet acceptance criteria and are not rejected within the Quarter. The rolling target is measured against each rejection recorded, regardless of whether the same Deliverable is rejected more than once.

5	N/A	90% of TAFs are responded to within the timescale specified.	Response to TAF proposals within specified timescales against requisition number within the TAF	Submission of Call-Off Task proposals within the following response timescales: 30 calendar days: Applicable when the TAF is classified as Standard. 20 calendar days: Applicable when the TAF is classified as urgent.
6	N/A	Between 40% and 60% (inclusive) of discharged Spend Sub-Contracted for each core capability lot.	Percentage of Spend on Sub-Contracts discharged through each core capability lot per Quarter. This KPI no. 6 shall be measured cumulatively between Quarter 1 to 4 over a 12-month period.	Competitive or single/sole source Sub-Contracting opportunities. N.B. Single/sole source requirements must be approved by the Authority. Quantitative evidence approved by the Authority at each quarterly Contract Review meeting.

### 3. Social Value KPIs:

The Authority sets out to confirm the social value KPIs shall not have a financial value assigned against the rating threshold.

However, should the tenderer fail to achieve a rating threshold of good, the Authority shall initiate a formal review to identify issues and, or, underlying causes, with the objective of jointly initiating a remedy plan to enable the realisation of the social values themes. The authority sets out this approach in recognition that the framework does not offer a minimum work guarantee (value or volume).

**Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for CONTRACT No. PA0000001706**

**PART A – Notification of IPR Restrictions**

1. ITT / Contract Number				
7. ID	0. Unique Technical Data	1. Unique Article(s)* Identification	2. Statement	3. Ownership of the Intellectual
	Reference Number / Label	Number / Label	Describing IPR Restriction	Property Rights
1	Nil Return			
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)

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**SCHEDULE 11 – DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING  
SCHEME for CONTRACT No. PA0000001706**

**Reports comprising technical information – DEFCON 703**

<b>Only information generated under the contract</b>	<b>Third party information or information not generated under the contract also included in document</b>
© 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>	© 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>  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>  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.

**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 12 – DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING  
SCHEME for CONTRACT No. PA0000001706**

**Reports comprising technical information – DEFCON 705**

Full Rights Version	Limited Rights Version
<p>Conditions Of Supply – Full Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.</p>	<p>Conditions Of Supply – Limited Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)</p>

Notes:

1. This must always be the customer's contract number.
2. Include name of the Rights Owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then this should be clearly indicated.

**Schedule 13 – MOD DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)  
for CONTRACT No. PA0000001706**

**Ministry of Defence**

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

THIS AGREEMENT is made the 22nd day of February 2024

BETWEEN XEWLI LTD

whose registered office is at 27 HARRISION ROAD, HALIFAX, HX1 2AF

(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 (hereinafter called "the main contractor") a contract bearing the reference number **PA0000001706** (hereinafter called "the main contract") for the design and development of **TREDSTONE** 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 **REDACTED UNDER FOIA EXEMPTION**

(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 14 – 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 for CONTRACT No. PA0000001706

## **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

is

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 15 – Agreed Labour and Travel/Subsistence Rates (applicable to Tasks Placed under Item 1 of the Schedule of Requirements at Schedule 2 to the Contract) for CONTRACT No. PA0000001706**

**AGREED DAY RATE TABLE (Example)**

Type	Detail / Grade	Rate FY 24/25	Rate FY 25/26	Rate FY 26/27	Rate FY 27/28
Labour	Head of School or Director	<b>REDACTED UNDER FOIA EXEMPTION</b>			
	Professor or Senior Business Manager/ Department Manager				
	Reader or Business Manager/ Department Manager				
	Senior Lecturer or Senior Principal				
	Lecturer or Principal				
	Post-doctoral Scientist or Practitioner				
	PhD Student or Junior Practitioner				
	Technician				
	Administrator				
Accommodation	Per night				
Meals	Breakfast				
	Lunch				
	dinner				
Travel	Car journey in Contractor's own vehicle – per mile				
	Short term car hire				
	Air Travel – Return per person				

**Schedule 16 – Agreed Task Log (record of Tasks placed under Item 1 of the Schedule of Requirements at Schedule 2 to the Contract) & Issued GFA for CONTRACT No. PA0000001706**

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

To be Inserted following agreement of any Tasks under Item 1 of the Schedule of Requirements at Schedule 2

## **Schedule 17 – Statement Relating to Good Standing for Contract No.**

### **PA0000001706 The Statement Relating To Good Standing**

**Contract Title: TREDSTONE**

**Contract Number: PA0000001706**

1. We confirm, to the best of our knowledge and belief, that **XEWLI LTD** including its directors or any other person who has powers of representation, decision or control of **XEWLI LTD** 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;
- f. 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\*;
- g. terrorist offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Framework Decision 2002/475/JHA\*;
- a. 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
- b. in Scotland, the offence of incitement to commit any of the crimes described in Regulation 23(1);
- h. 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. **XEWLI LTD** 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;

c. 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\*;

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

g. 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	Xewli Ltd
Signed (By Director of the Organisation or equivalent)	REDACTED UNDER FOIA EXEMPTION
Name	REDACTED UNDER FOIA EXEMPTION
Position	REDACTED UNDER FOIA EXEMPTION
Date	22 Feb 2024

## Schedule 18 – Statement of Requirement for CONTRACT No. PA0000001706

### 1) Summary & Context

- a) The Authority is seeking an alternative way of delivering and supporting discreet & selected elements of the Specialist Systems Programme, which sits within the Counter Terrorism & Security Division, in delivering novel concepts and research.
- b) The framework objective will be responding to MOD's most challenging operational and National Security problem sets. New solutions are sought at the forefront of established technologies such as REDACTED UNDER FOIA EXEMPTION. The framework also aims to be a test bed for the exploitation of new and emerging technologies such as REDACTED UNDER FOIA EXEMPTION. The framework will provide a platform for the most innovative thinking to be delivered through REDACTED UNDER FOIA EXEMPTION.
- c) It is envisaged that the framework shall enable a flexible and dynamic route to market for sensitive requirements (up to and including REDACTED UNDER FOIA EXEMPTION, which are forecast to operate, develop, and deploy across the Technology readiness Level (TRL) 1 – 7, whilst enabling continued access to a dynamic and evolving supply chain to meet new and emergent technological challenges.
- d) As a result, the Authority is inviting bidders to submit proposed solutions against the requirement definition, and operating context provided.

### 2) Background

- a) Requirements are forecast to operate across TRL 1 to 7\*, as per the definition below:

TRL 1	Basic principles observed and reported.
TRL 2	Technology concept and/or application formulated.
TRL 3	Analytical and experimental critical function and/or characteristic proof-of-concept.
TRL 4	Technology basic validation in a laboratory environment.
TRL 5	Technology basic validation in a relevant environment.
TRL 6	Technology model or prototype demonstration in a relevant environment.
TRL 7	Technology prototype demonstration in an operational environment.
TRL 8	Actual Technology completed and qualified through test and demonstration.
TRL 9	Actual Technology qualified through successful mission operations.

\*It has been noted that following recent changes to policy, it is proposed acknowledged that requirements may operate across the full TRL scope (e.g. TRL 1 to 9); however, any requirement operating at the revised TRL level will still be subject to Research & Development definition defined within the procurement regulations.

- b) Historically, where pre-existing framework agreements haven't been available the route to market and contracting approaches have been undertaken on a tactical and responsive approach, whereby the Authority engages the supply chain on a case-to-case basis (either single contract, or a series of contracts based on individual phases).
- c) In recognition of an increasing portfolio of requirements, set against resource constraints and a desire to further engage the supply chain in a more dynamic manner, the Authority is looking to appoint a prime who will work with the Authority to deliver a more efficient and effective solution to the delivery of research and development requirements.
- d) Through reviewing and applying lessons learnt, the Authority has identified a number of challenges which have impacted the ability to deliver work at pace, including but not limited to:
  - i) REDACTED UNDER FOIA EXEMPTION.



- ii) REDACTED UNDER FOIA EXEMPTION,
  - iii) Identification of new / innovative technical solutions,
  - iv) Supply chain collaboration, and
  - v) Availability of technical skills within the market.
- e) As part of the proposed solution, the Authority is seeking to appoint a supplier who has the capability not only to undertake direct technical delivery, but applying collaboration as a key behavioural trait, manage and develop an innovative supply chain, identify technical opportunities against the known REDACTED UNDER FOIA EXEMPTION, and be able to communicate REDACTED UNDER FOIA EXEMPTION into 'recognised industry language' to enable a broader supply chain to be involved in developing and delivering technical solutions.

### 3) Requirement

- a) The Authority are looking to contract for a framework solution for a period of 4 Years, with an approved budgetary limit of £19.9m during this period, though it should be noted that the Authority does not set out to offer a guarantee as to any volume or value of requirements which may be offered or placed through the contract duration.
- b) In seeking to appoint the supplier, the Authority invites bidders to propose a delivery model and solution which address the following considerations.

Noting that whilst prime focus within the project area is upon Research & Development requirements, there is potential for support to be required for Rapid Response Tasks (RRTs) and other smaller project requirements to be delivered:

#### i) Collaborator role

- (1) The Authority is looking to appoint a supplier who shall deliver a framework solution which drives greater collaboration with participating parties, both from the Authority perspective, but also within the supply chain. In proposing a potential framework solution the tenderer should consider and demonstrate how collaboration shall flow, and be managed throughout the contracting and delivery process. This can include but isn't limited to elements such as; agreeing and scoping the Authority requirement, supply chain engagement and seeking of solutions, and delivery and implementation.
  - (a) The Authority sets out to confirm our aspiration that collaboration and working behaviours would sufficiently mature through the contract duration to enable the full technical problem space REDACTED UNDER FOIA EXEMPTION to be shared openly with the framework lead. This supports the aspiration that greater efficiency, effectiveness and technical opportunity could be exploited should suitable opportunities be identified i.e. commonality of technical skills, recurring or common technical challenge / capability.
- (2) In approaching collaboration, and the collaborator role, the Authority sets out to confirm:
  - (a) The proposed solution is not looking to appoint a full Project Management Office (PMO); it is expected that the Authority shall remain engaged within the appointed Supplier through requirement setting, assessment & final down selection of potential supply chain (task based) solutions, and implementation.
    - (i) The proposed solution, and role of the collaborator, shall be responsible for the integration of task deliverables and provision of a 'slick first time' deliverable
    - (ii) It should be noted that the Authority would be looking to retain ownership of potential ideas / solutions generated in alignment with the tasking process set out within the contract terms and conditions.

(b) The proposed solution should clearly demonstrate a design and interface, and associated processes or ways-of-working, that set out to ensure the Authority through the supplier has access to a collaborative pool of suppliers and ideas enabling technical discussion, requirement analysis and understanding, solution development and implementation, to occur in a transparent and efficient manner.

(i) As part of implementing the proposed solution the supplier shall have the ability to understand the Authority technical requirement set, and engage the supply chain at a suitable classification, and / or blend of language to enable a wider pool of supplier participation e.g. **REDACTED UNDER FOIA EXEMPTION** .

[Nb. The Authority would seek to take ownership of all IP generated through direct and indirect supply chain discussion around the Authority requirements **REDACTED UNDER FOIA EXEMPTION**]

(c) The Authority is seeking a balanced solution structure between undertaking direct delivery, and placing work through the supply chain, noting that the Authority shall retain final approval and authorisation on task placement.

(d) The proposed solution should enable the Authority and the appointed supplier to identify, exploit and harmonise opportunities within the project technical requirement set, having shared and been exposed to **REDACTED UNDER FOIA EXEMPTION**.

(e) The collaboration role should demonstrate the ability to work flexibly, and work with evolving requirements sets or parameters which may be identified or established during task delivery. This may involve the proposed solution and collaborator to be agile and work with spiral or cyclical delivery models, with the ability to be responsive to re-prioritisation of tasks based on progress or the Authority direction.

## ii) Technical Delivery Partner

(1) In implementing and delivering the framework solution, the Authority are seeking to access a wider array of technical skills which shall enable the full scope of the project space to be supported both against current known capabilities area, but also developing skills or capabilities through the duration of the contract. Whilst the Authority is focused on research and development it is noted that requirements including RRT's, and potential provision of prototypes may also be required.

(2) The following example skill and capabilities are provided for reference as 'known and expected' requirements based on the current portfolio of requirements which have, or are, being progressed under this project area and the supplier shall be required to demonstrate their competence and capability to access these skills within the proposed framework solution:

**REDACTED UNDER FOIA EXEMPTION**

(3) In developing the proposed framework solution the supplier shall provide details and process regarding their ways of workings. This may include, but shouldn't be limited to considerations such as:

(a) Approaches to project and risk management and associated methodologies,

(b) Quality management and assurance,

(c) Security (including information assurance),

(d) Delivery approaches which are suitable and aligned with the nature of evolving and maturing research & development requirements, i.e. Agile, Spiral.

(e) Financial Management (implementing the most appropriate cost and pricing approach)

(4) In support of paragraph three (3) above, the Authority set out to provide the following assumption for reference:

- (a) Tasking at TRL 1 – 3: Tasks would be subject to Spiral development / delivery, with a forecast short duration e.g. 3 months. There would be the ability to turn-off the R&D activity at the end of each monthly reporting cycle pending the R&D progress, or future potential / benefit. Tasks placed under TRL 1 -3 are forecast to be subject to a limitation of liability, and pending the success of the initial task, could be subject for further follow-on tasks / phases.
- (b) Tasking at TRL 4 – 7: Task are forecast to be provided with clear objectives and deliverables (research outcome), with a known problem (forecast no emergent or developing need during the delivery activity). It is expected that tasks within TRL 4 – 7 would be subject to a firm price at the outset of the task. Pending the success of the task, potential opportunity for further follow-on tasks / phases

### iii) Supply Chain Development

- (1) The Authority is seeking a solution design that shall demonstrate a commitment to proactive supply chain engagement, and development and innovation. Including, where appropriate, engagement with Non-traditional Defence Suppliers (NTDS) and Small to Medium Size Enterprises (SMEs) in alignment with government strategy and published policy – an example being ‘Opportunity and Innovation: The Defence Small and Medium-sized Enterprise (SME) Action Plan’, Published 27 January 2022.
  - (2) The proposed solution design should demonstrate, and provide details of how the supplier will implement and sustain an establish pool of ‘Tier 1’ suppliers who have the ability to operate and undertake activities at an appropriate security classification.
  - (3) The proposed solution design should demonstrate how you will create and sustain a pool of trusted tier 2 suppliers who have the ability to undertaken and support requirements at an appropriate classification / language.
    - (a) It is envisaged that the tier 1 and tier 2 of suppliers will be dynamic, and reflect the emergent technical nature of the requirements which the Authority identifies and tasks against.
  - c) In considering the requirement for a framework solution and operating model the Authority sets out to confirm that the following models will not be considered suitable, and would be considered as not addressing the scope of the requirement, and associated objectives:
    - i) A delivery model which is based on a significant element of self-delivery from the Collaborator e.g. in excess of 80% value and or volume. The Authority is consciously seeking a model which includes supply chain participation and development.
    - ii) A delivery model whereby the framework provider predominantly offers a Project Management and co-coordinator capability, with little technical expertise. Due to the scope and range of the Authority forecast requirements, the appointed provider will be required to assess supplier proposals and provide the Authority with summaries of each, review deliverables, and potentially lead on integrating multiple technical reports into a single product.
- ### 4) Standard Deliverable Acceptance Criteria
- a) Please refer to Schedule 8 for details of Standard Deliverable Acceptance Criteria
- ### 5) Quality Control and Assurance
- a) Please refer to Schedule 3, Supply of Contractor Deliverables Condition 20. Should additional

requirements be needed these shall be specified on an individual tasking form.

#### 6) Security

- a) The Authority sets out to confirm the highest security classification of the work shall be **REDACTED UNDER FOIA EXEMPTION**, and the highest classification of the deliverables and or outputs shall be **REDACTED UNDER FOIA EXEMPTION**
- b) The cyber risk level has been identified as '**REDACTED UNDER FOIA EXEMPTION**' against Cyber Risk Assessment Reference: **REDACTED UNDER FOIA EXEMPTION**

#### 7) Technical Problems

- a) The Authority sets out to confirm that a number of live problems from the playbook shall be released to tenderers who pass the Phase 1 Evaluation – Down selection of the Framework solution. It is forecast that these problems will become the initial set of tasks that the successful bidder shall be appointed to deliver.
- i) The Authority sets out to clarify that these problems are expected to have a minimum classification of **REDACTED UNDER FOIA EXEMPTION**, and will be subject to a **REDACTED UNDER FOIA EXEMPTION**. As such potential suppliers will be required to comply with appropriate policy and processes **REDACTED UNDER FOIA EXEMPTION**.

Schedule 19 – REDACTED UNDER FOIA EXEMPTION CONTRACTUAL SECURITY CONDITIONS for Contract  
No: PA0000001706

REDACTED UNDER FOIA EXEMPTION

## **Schedule 20 – Controlled Information Condition for Contract No: PA0000001706**

### **Controlled Information**

1. This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality condition of the Contract.
2. For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information', or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.
3. The Contractor shall:
  - a. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
  - b. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
  - c. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
  - d. protect the Controlled Information diligently against unauthorised access and against loss; and,
  - e. act diligently to ensure that:
    - (1) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
    - (2) employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.
4. Where Controlled Information is provided to the Contractor, it shall:
  - a. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
  - b. maintain this register for the duration of the Contract and for two years following completion of the Contract.
  - c. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
  - d. at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.
5. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:
  - a. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
  - b. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
  - c. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
  - d. from its records, that the information was derived independently of the Controlled Information;

to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.