

Schedule 1 – Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or 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 Consignee	means the terms and conditions set out in this document; means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable

VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
Contractor Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies

operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

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

Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code 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.

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Annex to Schedule 1 – Additional Definitions of Contract law Conditions 45 – 47 (Additional Conditions)

OFFICIAL-REDACTED

Schedule 2 – Schedule of Requirements

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc Delivery**
1	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	10		
	Delivery Date 28 Feb 21 (5 off), 6 Apr 21 (5 off)			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
2	Specification Provision of Counter-UAS RF Jammer documentation set in accordance with Schedule 10 to this Contract, to include, but not limited to: Technical Equipment specifications Training Material Technical Publications Generic Deployment Plans and Requirements, describing laydown and operating restrictions covering all ship classes	1		
	Delivery Date 28 Feb 21			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
3	Specification Delivery of Counter-UAS Train the Trainer (T3) Course in accordance with Schedule 10 to this Contract.	1		
	Delivery Date 01-02 Feb 21			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
4	Specification One (1) Years In-Service Support in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date From Logistic Support Date			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
5	Specification Provision of Ad-Hoc Tasking	N/A		
	Delivery Date As per approved Task			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ *			

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	As per Schedule 10 to this Contract			
6	Exercising of Option 10 Specification Provision of Replica RF Jammers in accordance with the Statement of Work at Schedule 10 to this Contract.	2		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			

Total Price Inc Delivery **

*as detailed in DEFFORM 96

**and Delivery if stated in the contract

2,052,002.94

Options

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
			Per Item	Total Inc Delivery**
1	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
2	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
3	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
4	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
5	Specification Delivery of Counter-UAS RF Jammer Ship-fit Set in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No.			

Item No.	Item Details	Total Qty	Price (£) Ex VAT	
	TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			
6	Specification One (1) Years In-Service Support in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date From end of Year 1 In-Service Support			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
7	Specification One (1) Years In-Service Support in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date From end of Year 2 In-Service Support			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
8	Specification One (1) Years In-Service Support in accordance with the System Requirements Document at Schedule 9 and the Statement of Work at Schedule 10 to this Contract.	1		
	Delivery Date From end of Year 3 In-Service Support			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
9	Specification Delivery of Counter-UAS Train the Trainer (T3) Course in accordance with Schedule 10 to this Contract.	1		
	Delivery Date TBC			
	MOD Stock Ref. No. N/A			
	Packaging requirements inc. PPQ and DofQ * N/A			
10	Specification Provision of Replica RF Jammers in accordance with the Statement of Work at Schedule 10 to this Contract.	2		
	Delivery Date TBC			
	MOD Stock Ref. No. TBC			
	Packaging requirements inc. PPQ and DofQ * As per Schedule 10 to this Contract			

Schedule 3 – Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract:
The Contract expiry date shall be: 31 March 2022
Condition 4 – Governing Law:
<p>Contract to be governed and construed in accordance with:</p> <p>English Law</p> <p>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:</p> <p>[@Solicitors Appointed@]</p>
Condition 8 – Authority’s Representatives:
<p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: desjsens-comrcl-2a@mod.gov.uk (as per DEFFORM 111)</p> <p>Project Manager: desjsens-pm3-pf3-1@mod.gov.uk (as per DEFFORM 111)</p>
Condition 19 – Notices:
<p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: desjsens-comrcl-2a@mod.gov.uk (as per DEFFORM 111)</p> <p>Contractor: REDACTED – PERSONAL INFORMATION</p> <p>Notices can be sent by electronic mail? Yes</p>
Condition 20.a – Progress Meetings:
<p>The Contractor shall be required to attend the following meetings:</p> <p>In accordance with Schedule 10 of this Contract</p>
Condition 20.b – Progress Reports:
<p>The Contractor is required to submit the following Reports:</p> <p>In accordance with Schedule 10 of this Contract</p> <p>Reports shall be Delivered to the following address:</p> <p>desjsens-comrcl-2a@mod.gov.uk desjsens-pm3-pf3-1@mod.gov.uk</p>

<p>Supply of Contractor Deliverables</p>
<p>Condition 21 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? Yes</p> <p>If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within [@Number of business days from Contract Award for Deliverable Quality Plan (If Applicable)@] 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.</p> <p>Other Quality Assurance Requirements:</p> <p>In accordance with Schedule 10</p>
<p>Condition 22 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p> <p>In accordance with Schedule 10, if applicable</p>
<p>Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</p> <p>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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 09 April 2020</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>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)</p> <p>to be Delivered by the following date: 09 April 2020</p>
<p>Condition 26 – Certificate of Conformity:</p> <p>Is a Certificate of Conformity required for this Contract? Yes</p> <p>Applicable to Line Items: 1</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain? No</p> <p>Applicable to Line Items: N/A</p>

Condition 28.b – Delivery by the Contractor:

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

1-2

Special Delivery Instructions:

REDACTED – PERSONAL INFORMATION

MIXG(W)(CEMA)

Maritime Information Exploitation Group

Leydene Building 650

HMS COLLINGWOOD

Fareham

Hants

PO14 1AS

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:

[@Line items that are required to be delivered by the Authority@]

Special Delivery Instructions:

[@Special Instructions for Authority Collection (If Applicable)@]

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

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

Line Items: [@Consignor Details Line Items Set 1@] Address: [@Consignor Details Address Set 1@]

Line Items: [@Consignor Details Line Items Set 2@] Address: [@Consignor Details Address Set 2@]

Consignee details (in accordance with condition 23):

Line Items: [@Consignee Details Line Items Set 1@] Address: [@Consignee Details Address Set 1@]

Line Items: [@Consignee Details Line Items Set 2@] Address: [@Consignee Details Address Set 2@]

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 30 Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

N/A

Pricing and Payment

Condition 35 – Contract Price:

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

Line Items N/A

Clause 46.2 and 46.3 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 N/A

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

See Annex A to Schedule 3 (DEFFORM 111)

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: DES JSSENS-Comrc12-1

Address: JSSENS DT, Yew 0A #1045, MOD Abbey Wood, Bristol, BS34 8JH

Email: desjsens-comrc1-2a@mod.gov.uk

☎ TBC

8. Public Accounting Authority:

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

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

2. Project Manager, Equipment Support Manager or PT Leader

(from whom technical information is available):

Name: REDACTED – PERSONAL INFORMATION

Address: JSSENS DT, Yew 0A #1045, MOD Abbey Wood, Bristol, BS34 8JH

Email: REDACTED – PERSONAL INFORMATION

☎ 03067981495

9. Consignment Instructions:

The items are to be consigned as follows:

Box 2**3. Packaging Design Authority:**

Organisation and point of contact:

Box 2

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

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10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH**Air Freight Centre**

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

www.freightcollection.com**4. (a) Supply/Support Management Branch or Order Manager Branch/Name:****Box 2**

☎

(b) U.I.N.

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL **Website is:**<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**5. Drawings/Specifications are available from:****6. Intentionally Left Blank****7. Quality Assurance Representative:**

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03067983247

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

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

12. Forms and Documentation are available through*:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site

Lower Arncoff

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email:Leidos-FormsPublications@teamleidos.mod.gov.uk*** NOTE**

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

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

Schedule 4 – Contract Change Control Procedure (i.a.w. Clause 6b)

Contract No: JSENS/00151

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 1. the effect of the Change on the Contractor's obligations under the Contract;
 2. a detailed breakdown of any costs which result from the Change;
 3. the programme for implementing the Change;
 4. any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 5. such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 1. evaluate the Contractor Change Proposal;
 2. where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
 2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

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Schedule 5 – Contractor’s Commercial Sensitive Information Form (i.a.w. Condition 13)

Contract No. JSENS/00151

REDACTED – CONTRACTOR COMMERCIAL SENSITIVE INFORMATION

OFFICIAL-REDACTED

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

Data Requirements for Contract No: JSENS/00151 – MS Word Version to be provided by the Contractor

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

Contract No: JSENS/00151
Contract Title: Maritime Counter-Unmanned Air System (C-UAS) – RF Jammer
Contractor: Kirintec Ltd
Date of Contract:

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature: REDACTED – PERSONAL INFORMATION

Name: REDACTED – PERSONAL INFORMATION

Job Title: Sales Director

Date: 09 April 2020

* check box () as appropriate

To be completed by the Authority
Domestic Management Code (DMC):
NATO Stock Number:
Contact Name:
Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to:
DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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

Data Requirements for Contract No: JSENS/00151

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

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

OFFICIAL-REDACTED

Schedule 8 – Acceptance Procedure (i.a.w Condition 29)

Acceptance procedure in accordance with Schedule 10 to this Contract

OFFICIAL-REDACTED

OFFICIAL-REDACTED

Schedule 9 – Contracted System Requirements Document

Version: 1.0

Date: 21 December 2020

Ref: 20201221-JSENS_00151_Schedule_9_Contracted_SRD_Jammer

REDACTED – MILITARY SENSITIVE TECHNICAL INFORMATION

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Schedule 10 – Statement of Work

Statement of Work for the RF Jammer for the Maritime Counter-Unmanned Air Systems (C-UAS) Urgent Capability Requirement (UCR)

Ref: 20201221-JSENS_00151_Schedule_10_SOW_Jammer

Version: 1.0

Date: 21 December 2020

REDACTED – MILITARY SENSITIVE TECHNICAL INFORMATION

Appendix 1 to Schedule 10 – Deliverable Item Descriptions (DIDs)

Version: 1.0

Date: 21 December 2020

Ref: 20201221-JSENS_00151_Appendix_1_Schedule_10_DIDs_Jammer

REDACTED – MILITARY SENSITIVE TECHNICAL INFORMATION

OFFICIAL-REDACTED

Schedule 11 – Security Aspects Letter

REDACTED – MILITARY SENSITIVE TECHNICAL INFORMATION

OFFICIAL-REDACTED

OFFICIAL-REDACTED

Schedule 12 – Milestone Payment Plan (Line Items 1-3 and Line Item 6 of Schedule 2)

REDACTED – CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

OFFICIAL-REDACTED

OFFICIAL-REDACTED

Schedule 13 – Quarterly Service Charge (Line Item 4 of Schedule 2)

REDACTED – CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

OFFICIAL-REDACTED

Schedule 14 – Tasking Procedure

1. Any work performed under Schedule 2 Item 5 of this Contract 3 shall be in accordance with the procedures detailed below and the contract conditions.
2. Any work to be performed shall be authorised via the Tasking Form at Appendix 1 to this Annex.
3. Each Tasking form will be allocated a unique sequential tasking order number by the Authority commencing Task001.

1. Tasking Procedure

- 1.1 Tasks will be initiated by the Authority by completion of Part 1 of the Tasking Authorisation Form (TAF) at Appendix 1 to this Annex. The TAF will then be forwarded by the Authority's Commercial Officer to the Contractor for costing.
- 1.2 On receipt of the TAF, the Contractor shall complete part 2 and return to the Authority's Commercial Officer within 10 Business Days in accordance with Schedule 15 to this Contract, along with a proposal and cost breakdown for the task using those rates and prices agreed at Appendix 2 to this Annex to produce a Firm Price.
- 1.3 On receipt of the TAF, if acceptable, the Authority shall complete Part 3, providing authorisation for the Contractor to conduct the task and will return the TAF to the Contractor's Commercial Officer. The Authority will record all approved tasks on Appendix 3.
- 1.4 On completion of a Task, the Contractor shall complete Part 4 of the TAF and forward it to the Authority's Project Manager for completion of Part 5 under which the Authority approves formal closure of the Task.

Annex A to Schedule 14

TASK AUTHORISATION FORM

Part 1 – Request for Task

The Authority has a requirement for the following Task:

Task No:	Issue No:	Priority:	Date:
Date raised:		Originator:	
Task Title:			
Task Description:			
Completion required by date			

Part 2 – Provision of Quotation/Proposal (To be completed by Contractor)

Task Proposal:		
Breakdown of Cost:		
Completion Date		
Name:	Position:	
Date:	Signature:	

Part 3 – Authorisation to proceed

Approval to proceed with task: JSENS/00151 TASK_____ against a firm price of:

Project Manager’s Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Finance Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Commercial Officer Approval:

Signature:.....Name:.....

Post Title:..... Date:.....

Part 4 – Task Completion report (To be completed by the Contractor)

Task: JSENS/00151 TASK_ __ is now considered to be complete. Any required evidence is also provided.

Signature.....Name:.....

Date.....Position in Company:.....

Part 5 – Confirmation of Task Completion by the Authority’s Project Manager

Signature.....Name:.....

Date.....Post title:.....

Upon signature of Part 5, the Contractor can submit claim for payment

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Annex B to Schedule 14

Firm Rates for Tasking

REDACTED – CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

Option Years

REDACTED – CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

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Annex C to Schedule 14

List of Approved Tasks

TASK No.	DESCRIPTION	VALUE (£)

Schedule 15 – Performance Indicators (PIs)

This Annex sets out the mechanism by which the Contractor's performance under the Contract will be measured and monitored.

PI 1 – Helpdesk Facility

Service Area		Delivery
Description		Routine Support Desk Support Desk for Critical Periods
Definitions		<u>Routine</u> The Contractor shall provide and maintain a Single Point of Contact (SPOC) to support the Authority and RF Jammer User community via telephone, e-mail or Skype during Working Days normal office hours 08.00-17.00 UK Time. <u>Critical</u> The Contractor shall provide and maintain a Single Point of Contact (SPOC) to support the Authority and RF Jammer User community via telephone, e-mail or Skype for 24 hours for no more than 30 calendar days The support shall be answers to technical/operational questions related to this contract.
Authority Review Period		N/A
Start		Assistance request via telephone or e-mail from the PM
Stop		Full response via telephone or e-mail received from Contractor
Data Source		The Authority
Data Maintainer		The Authority
Data Provider		The Authority
Reporting Frequency		Quarterly
Reporting Method		Quarterly Management Reports – calculation of average time taken for full written responses.
Level	Performance Criteria	Action Required
GREEN	Satisfactory. Contractor's total average time to provide responses to Authority enquiries is 5 Working Days or less (average time over the quarter).	No action required
AMBER	Cause for Concern. Contractor's total average time to provide responses to Authority enquiries is 6 - 7 Working Days (average time over the quarter).	Review of current processes, monthly updates required until next QPM.
RED	Unsatisfactory. Contractor's total average time to provide responses to Authority enquiries is 8 or more Working Days (average time over the quarter).	Escalation to management level Review of current processes and rectification plan – weekly updates until next QPM.

PI 2 – Provision of Tasking Information

Service Area		Management
Description		Provision of Tasking Information
Definitions		<p>Timely completion of full and accurate tasking proposals (Part 2 of the TAF) includes: Tasking information, scope of work, full cost breakdown (detailing each allowance separately) and timescales. Proposals are to be provided in accordance with Schedule 14 of the Contract.</p> <p>Where complexity of Tasking request prevents completion within 10 business days, the Contractor shall notify the Authority of this within 3 business days of the initial request and request a longer response time. The APM shall be the ultimate arbiter of this decision.</p> <p>Clock stops if Contractor can demonstrate to the Authority's satisfaction that events outside their control have prevented timely delivery. The Authority and Contractor to agree date and time for clock to re-start in such circumstances.</p>
Authority Review Period		10 business days
Start		Issue of Tasking Form to the Contractor.
Stop		Acceptance of delivered, accurate Tasking Form, that covers all areas required, by the Authority.
Data Source		The Contractor
Data Maintainer		The Contractor
Data Provider		The Contractor
Monitoring Frequency		Quarterly
Reporting Frequency		Quarterly
Reporting Method		Quarterly Management Reports
Level	Performance Criteria	Action Required
GREEN	Satisfactory. 100% of all tasking information scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the APM.	No action required
AMBER	Cause for Concern. 50%-99% of all tasking information scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the APM.	Review of current processes, monthly updates required until next QPM.
RED	Unsatisfactory. 49% or fewer tasking information requests scheduled for completion in the quarter fully completed on or before the scheduled completion date to the satisfaction of the APM.	Escalation to management level Review of current processes and rectification plan – weekly updates until next QPM.

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Schedule 16 – Government Furnished Assets

REDACTED – MILITARY SENSITIVE TECHNICAL INFORMATION

OFFICIAL-REDACTED

OFFICIAL-REDACTED

Schedule 17 – Spares Catalogue

REDACTED – CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

OFFICIAL-REDACTED

Schedule 18 – Rights in Technical Data

1. Definitions

1.1 “Technical Data” means information of a scientific, or technical or programme/project management nature which is recorded or documented in any medium and whether or not in human readable format, but excluding unrecorded information communicated solely by oral communications and excluding computer software that is subject to other licensing arrangements as agreed with the Authority.

1.2 “Article” includes 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.

1.3 “Commercially-available Off-The-Shelf Item”, or “COTS Item” means an item that is freely available on the open market to any entity and is supplied with sufficient Technical Data to enable it to be installed, operated and replaced without reference to the Contractor or any sub-contractor.

1.4 “Interface Data” means Technical Data that describes the overall physical, functional and performance characteristics (for example, “form, fit and function” information) of an Article that is a Contractor Deliverable and is sufficient to enable physical and functional interchangeability, or replacement with interchangeable items, or to enable the Article to interoperate with other items, components or processes.

1.5 “Intellectual Property Rights” or “IPR” means all patents, utility models, or rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database rights; semiconductor chip topography rights; rights in confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

1.6 “HMG” means Her Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland.

1.7 “Unlimited Rights” means rights to copy, use, modify, reproduce, or disclose Technical Data in whole or in part, and to authorise third parties to do so, in any manner, and for any UK Governmental Purpose; but, for the avoidance of doubt, such purposes shall not extend to commercial sales of Articles except for the disposal of outworn or surplus items, nor to licensing of Contractor-owned IPR for revenue generation.

1.8 “Unlimited Rights Technical Data” means Technical Data in which the Authority has Unlimited Rights.

1.9 “Limited Rights” means rights to copy, use, modify or disclose Technical Data, in whole or in part, only within HMG for any UK Governmental Purpose or as otherwise agreed with the Contractor.

1.10 “Limited Rights Technical Data” means Technical Data in which the Authority has Limited Rights.

1.12 “UK Governmental Purposes” means anything done by or for HMG under the authority of a Minister of the Crown.

1.13 “Background Patents and Designs” means patents or registered designs granted in respect of any patent or registered design applications made before the date of issue of the Authority’s first written invitation to tender (“ITT”) for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing by the inventor(s) or designer(s) before that date.

2. Ownership of IPR

2.1 Subject to any existing rights of the Authority or any third party, the ownership of IPR in Technical Data and any other IPR generated by the Contractor in the course of work under the Contract shall, as between the Authority and the Contractor, belong to the Contractor.

3. Rights in Technical Data

3.1 Unlimited Rights

3.1.1 The Authority shall have a royalty-free, worldwide, non-exclusive, perpetual and irrevocable Unlimited Rights licence for all Technical Data, which is a Contractor Deliverable, or has otherwise been delivered to the Authority as part of the work carried out under the Contract, and has been generated under the Contract.

3.1.2 Notwithstanding the provisions of clause 3.1.1 or any other provisions of this condition, the Authority shall have Unlimited Rights in the following Technical Data delivered or deliverable under the Contract:

- 3.1.2.(a) Interface Data;
- 3.1.2 (b) corrections or minor amendments to Technical Data supplied to the Contractor as Government Furnished Assets;
- 3.1.2(c) Technical Data in which the Authority has obtained Unlimited Rights under another contract;
- 3.1.2(d) Technical Data that has been made publicly available otherwise than in breach of obligations of confidence, or Technical Data that the Contractor has disclosed without restrictions on further use or disclosure; and
- 3.1.2(e) any Technical Data specifically identified in the Schedule of Requirements as deliverable to the Authority with Unlimited Rights.

3.1.3 The Authority shall have Unlimited Rights of use in the following Technical Data, including any Limited Rights Technical Data included in or associated with it, notwithstanding the provisions of clause 3.2:

- 3.1.3.(a) studies, analyses, test data or similar data generated for the Contract, or for a response by the Contractor to an invitation to tender for the Contract, when the study, analysis, test or similar work is a Contractor Deliverable, but excluding test methodology to the extent that it consists of Limited Rights Technical Data;
- 3.1.3.(b) Technical Data in data packs which are Contractor Deliverables; and
- 3.1.3.(c) Technical Data for installation, operation, routine maintenance or training purposes;

The Unlimited Rights granted to the Authority under clause 3.1.3 shall not apply to any Technical Data in self-standing proprietary designs, processes and materials that forms any part of the Technical Data that is a Contractor Deliverable and is notified to the Authority as Limited Rights Technical Data in accordance with the provisions of clause 4.1 of this condition.

3.2 Limited Rights

3.2.1 The Authority shall have royalty-free, worldwide, non-exclusive, perpetual and irrevocable Limited Rights in all Technical Data that is or forms part of a Contractor Deliverable, or has been otherwise been delivered to the Authority, and which has not been generated under the Contract, and which has been notified to the Authority in accordance with the provisions of clause 4.1.

3.2.2 The Authority shall retain any rights that it has obtained in Technical Data by virtue of the provisions of another contract or other arrangement.

3.2.3 Except as may be required or permitted by law or as otherwise permitted by the provisions of another contract or other arrangement, the Authority shall not disclose Limited Rights Technical Data outside HMG unless it has obtained the prior written permission of the Contractor or as permitted by the provisions of clause 3.3.

3.3 Specific Disclosure Rights of the Authority in Limited Rights Technical Data

3.3.1 Notwithstanding any restrictions on disclosure in clause 3.2, the Authority shall be permitted to disclose, and authorise the use of, Technical Data with Limited Rights for UK Governmental Purposes:

- 3.3.1(a) to an independent support contractor, solely for the purposes of the provision of a service to the Authority which, unless otherwise stated in the Contract, shall be limited to managing, monitoring, evaluating, assessing or auditing the work under the Contract; and

3.3.1(b) where the Contract is for the supply of Services and the Limited Rights Technical Data concerns the processes and procedures concerned with the delivery of the Services, to a follow-on contractor only for the continued supply of the Services following termination or expiry of the Contract, or during any transitional period as may be specified in the Contract, and only to the extent necessary for the delivery of the follow-on Services; and

3.3.1(c) where the Technical Data is necessary for repair, maintenance or overhaul of equipment for urgent operational or safety reasons, subject to the recipient (i) agreeing that the Technical Data shall only be used, or copied for those purposes, and (ii) agreeing to return the Technical Data to the Authority immediately on completion of the urgent operational or safety need without retaining a copy.

3.3.2 The Authority will have the right to disclose Limited Rights Technical Data for information and evaluation purposes in confidence to a foreign government for UK Governmental Purposes only and with the prior written permission of the Contractor

3.3.3 The Authority shall not disclose Technical Data properly marked under clause 5 as being Limited Rights Data unless it has first provided the Contractor, or other party asserting Limited Rights, with the opportunity to enter into a direct confidentiality agreement in the form of DEFFORM 94 with the intended recipient. The Authority shall not be restricted from disclosing the Technical Data to the intended recipient if the Contractor or other party asserting Limited Rights has not signed a confidentiality agreement in the form of DEFFORM 94 within 30 (thirty) calendar days of its receipt provided that the Authority has placed the intended recipient under an obligation to keep the Technical Data confidential and to use it only for the purposes for which it is disclosed.

3.4 Modifications

3.4.1 The Authority shall not exercise its rights in Unlimited Rights Technical Data to authorise a third party (other than the design rights owner) to modify the design of any Article produced under the Contract without ensuring that (i) it has the right to provide to the Contractor a copy of all Technical Data relating to any modified design to enable the Contractor to manufacture articles to the modified design ("Modified Design Data"); and (ii) that it has the right to grant to, or to procure the grant to, the Contractor of a licence on willing licensor/willing licensee terms, to use the Modified Design Data for the purposes of manufacture, sales and support of items made to the modified design for customers other than the Authority.

3.5 Contractor Background Patents and Designs and other IPR

3.5.1 Subject to clause 3.5.2 and to any restrictions notified to the Authority in accordance with clause 4.1, the Unlimited Rights granted to the Authority under clauses 3.1.1, 3.1.2, and 3.1.3 and Limited Rights granted under clause 3.2 of this condition shall include licences under any Background Patents or Designs and other IPR owned by the Contractor solely in connection with, and to the extent necessary to exercise its rights in the Technical Data in accordance with such clauses.

3.5.2 Subject to the rights of the Crown arising otherwise than under this condition, and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any Background Patents or Designs owned or controlled by the Contractor and used by the Authority, or any third party authorised by the Authority, in the exercise of the rights granted to the Authority under clause 3 of this condition. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Unlimited Rights Technical Data that is a Contractor Deliverable, and is subject to this condition.

3.6 Authority's Quiet Enjoyment; and Embedded Software

3.6.1 Nothing in this condition shall act to prevent the Authority's quiet enjoyment of any Articles delivered to it under the Contract, including the right to operate, maintain, use and dispose of the Articles, and the Contractor shall not act to enforce rights in relation to any software that is provided as an integral part of such Articles to prevent the Authority's quiet enjoyment of the Articles. Nothing in this condition

shall prevent the Authority from exercising its statutory rights, currently in force or hereinafter enacted, in respect of such software. This clause 3.6 shall not require the Contractor to deliver software to the Authority separate from the Article. No trade mark right or right against passing off shall be exercised against any deliverable Article, or any article made by or for the Authority in accordance with the rights granted under this condition, to a design incorporating a trade mark, recorded in deliverable Technical Data or embodied within any deliverable model, die or mould.

3.7 COTS Items

3.7.1 Where the Contractor has, consistent with its obligations under the Contract, utilised one of its own COTS Items, or a COTS Item supplied by a third party-, in its Contractor Deliverables, the Contractor shall not be required to grant, or procure the grant of, licence rights in any Technical Data relating to the COTS item to the Authority in accordance with this clause 3, provided that the Contractor notifies the Authority of the source of the COTS Item (including Original Manufacturer Part Numbers, NATO Stock Numbers or NCAGE Codes, as appropriate). The Contractor shall secure for the Authority any standard licence rights that the supplier of the COTS Item provides in relation to Technical Data concerning the COTS Item.

4 Restrictions on Authority's Use and Disclosure of Technical Data – Prior Identification by the Contractor

4.1 All Technical Data to be delivered to the Authority under the Contract with restrictions on use or disclosure that are more restrictive than Unlimited Rights, shall be identified in an appendix to the Contract (the "Attachment"). The Attachment may be updated from time to time during the course of the Contract with the express written agreement of the Authority.

4.2 The Contractor shall not deliver to the Authority any Technical Data with any restrictive marking if that Technical Data is not identified in the Attachment. Subject to clause 4.3, any Technical Data delivered to the Authority without first being identified in the Attachment may be used by the Authority as if it is Unlimited Rights Technical Data, in accordance with the provisions of clause 3.1.1, but subject to the provisions of clauses 3.4 and 3.5.

4.3 The Contractor shall notify the Authority of restrictions on the use or disclosure of Technical Data, due to IPR owned by a third party other than a subcontractor, after its delivery to the Authority where the identification of any such restrictions is based on information not available to the Contractor at the date of delivery, or where the Technical Data is identified in the Attachment and the omission of any restrictive marking is inadvertent. The Authority shall give prompt and reasonable consideration to any such notification and shall allow the Contractor to apply the appropriate restrictive marking to the Technical Data retrospectively if it is clear, in the circumstances, that the restrictive marking correctly reflects the Authority's rights in the relevant Technical Data as detailed in clause 3 of this condition. The Authority may continue any use of the Technical Data begun prior to the notification made in accordance with this clause 4.3 notwithstanding that any such use may be contrary to any restrictive marking retrospectively applied to the Technical Data, but shall otherwise observe all restrictions on use and disclosure notified by the Contractor as are agreed in accordance with this sub-clause 4.3.

5. Marking of Technical Data

5.1 The Contractor shall mark any covering, packaging or cover page of Technical Data delivered to the Authority with Unlimited Rights with the following legend:

"This Technical Data is delivered to the Authority by [state Contractor's name] under Contract JSENS/00151. The Authority has Unlimited Rights in the Technical Data in accordance with the provisions of 5.1 of the Technical Data clause."

5.2 The Contractor shall mark any covering, packaging or cover page of Technical Data delivered with Limited Rights with the following legend:

"This Technical Data is delivered to the Authority by [state Contractor's name] under Contract JSENS/00151. The Authority has Limited Rights in the Technical Data as marked in accordance with the provisions of 5.2 of the Technical Data clause."

5.3 Any pages of documents including Technical Data subject to Limited Rights shall include the legend in clause 5.2 at the top or bottom of the page and shall be clearly marked by the Contractor to identify the portions of those pages that are subject to those rights. The Technical Data shall be identified by marking, underlining

or shading. The Authority shall have the right to remove any Technical Data subject to Limited Rights from a document and copy, use or disclose the edited document in accordance with the rights of the Authority in the resultant document.

5.4 The Contractor may apply a copyright notice to any Technical Data delivered to the Authority to identify the owner of the copyright but shall not mark the Technical Data with any description of the Authority's rights in it other than those set out in this clause 5.

6 Effect and Removal of Nonconforming and Incorrect Markings

6.1 The Authority shall notify the Contractor in writing of any markings on Technical Data that it reasonably believes are incorrect or do not conform to the provisions of clause 5. The Contractor shall remove or correct any incorrect or non-conforming markings within 30 (thirty) calendar days of notification. Failure to remove or correct any such markings may be a ground for non-acceptance of the Technical Data by the Authority and withholding of Contract payment until resolved.

6.2 If the Contractor fails to remove or correct a non-conforming marking within 30 (thirty) calendar days after receipt of notification by the Authority, then the Authority shall be entitled to ignore the marking and treat the Technical Data as Unlimited Rights Technical Data in accordance with clause 3 of this condition and, if the Authority considers it appropriate, remove or correct the marking.

7. Technical Data Provided By Subcontractors

7.1 The Contractor shall ensure that the Authority's rights in Technical Data which is to be supplied by the Contractor's subcontractors, and which will be included in Technical Data that is a Contractor Deliverable, shall be in accordance with the provisions of clause 3 together with any other rights of the Authority as set out in this condition. The Contractor shall be responsible for determining with the subcontractor prior to the award of any subcontract the appropriate contractual arrangements, as between the Contractor and subcontractor, to provide the required Authority user rights in such Technical Data.

7.2 If the Contractor becomes aware that it will be unable to meet its clause 7.1 obligations to the Authority in respect of Technical Data that will be delivered by a potential subcontractor to the Authority (regardless of whether that delivery is directly from the potential subcontractor to the Authority or through the Contractor to the Authority), then the Contractor shall promptly notify the Authority, providing evidence that the Contractor has used all reasonable endeavours to secure the necessary rights for the Authority, and that the subcontractor is unwilling to provide the necessary rights to the Authority, and request the potential subcontractor to negotiate directly with the Authority regarding the Authority's user rights in Technical Data arising from a potential subcontract. Upon receipt of such notice the Authority shall use all reasonable endeavours to conclude any direct agreement promptly. The Contractor shall not enter into a subcontract with the potential subcontractor in respect of the relevant Contract requirement of the Authority unless and until the Authority notifies the Contractor that the potential subcontractor has entered into a direct agreement with the Authority to provide the necessary rights for the Authority in Technical Data to be delivered by the subcontractor.

7.3 If the Contractor enters into a subcontract with a subcontractor that fails to secure the rights for the Authority as required by the provisions of clause 7.1, and has not received prior written authorisation from the Authority to place the subcontract in accordance with the provisions of clause 7.2, the Authority shall be entitled, to the extent allowed by law and without prejudice to any other contractual remedy, to use any of the subcontractor's Technical Data delivered to the Authority as if the Contractor had secured rights for the Authority and obligations from the subcontractor consistent with the nature of the Technical Data and the relevant provisions of clause 3; and the Contractor shall indemnify the Authority and be liable for any damages or costs incurred by the Authority for so long as the Contractor fails to secure the rights as aforesaid.

8. Contractor Retention of Records

8.1 The Contractor shall retain, for the duration of the Contract and for a period of six years thereafter, or such alternative period as may be specified in the Schedule of Requirements, a record of the work performed under the Contract and of the results obtained, and the Technical Data generated, delivered or to be delivered to the Authority under the Contract.

8.2 The Authority shall have the right to inspect the records maintained by the Contractor in accordance with clause 8.1, within the period specified in that clause and on reasonable notice. The Authority shall further have the right during that period to require additional deliveries of any Technical Data that was generated in

the performance of work under the Contract whether or not it is contained in the Contractor Deliverables This right shall be exercisable by separate order and on agreement of a fair and reasonable price based solely on the costs of compiling and delivering the Technical Data. Technical Data required to be delivered under this clause 8.2 shall be delivered within 45 (forty-five) calendar days of receipt by the Contractor of any order from the Authority and shall only be used by the Authority (or on its behalf) in accordance with the rights granted in such Technical Data under this condition.

8.3 At the written request made by the Authority within the period specified in clause 8.1 and subject to the availability of the relevant expertise, the Contractor shall provide to the Authority, or to any other person to whom the Authority may provide Technical Data in accordance with its rights under clause 3, assistance in understanding the Technical Data. The assistance shall be limited to that required by a person competent in the relevant area of technology to interpret the results of the Contract. The assistance shall be made available within 60 (sixty) calendar days of the request and on fair and reasonable terms and conditions, including the costs of providing the assistance, but excluding any payment in respect of the right to use the Technical Data.

8.4 The Contractor shall maintain one copy of all Technical Data that is a Contractor Deliverable (hereinafter called the "Control Copy"). The Control Copy shall be the property of the Authority, and shall be marked accordingly, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party; and copies of any Technical Data from the Control Copy shall be supplied as required from time to time by the Authority at the Authority's expense, the cost of which shall be based solely on the cost of copying and delivering the Control Copy.

9. Liability

9.1 In the event that Technical Data to which this Condition applies is used by or for the Authority otherwise than for the purpose for which it was supplied in accordance with the relevant provisions of this Contract, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

10. General

10.1 For the avoidance of doubt, nothing in this condition shall:

10.1.1 restrict the entitlement of either party to make use of Technical Data once it enters the public domain otherwise than as a result of the Authority or any person supplied with the Technical Data by the Authority disclosing it in breach of any obligations of confidence relating to such Technical Data; or

10.1.2 extinguish or diminish any statutory rights or common law rights of the Authority to use any Technical Data or any IPR covering such Technical Data or any rights of the Authority acquired under any separate contract or agreement.

10.2 The terms of this condition shall survive the termination or expiry of the Contract.

11. Commercial Exploitation Levy

11.1 The Contractor shall not sell any Articles developed under the Contract, otherwise than for the purposes of the United Kingdom Government, or grant any licence to manufacture such Articles or any materials or processes the design or development of which was called for in the Schedule of Requirements of the Contract without first agreeing with the Authority the sum or sums (if any) which should reasonably be paid to the Authority by the Contractor in respect of such sale or grant having regard, among other things, to the amounts paid or payable to the Contractor by the Authority under the Contract.