



Ministry of Defence

UK STRATEGIC COMMAND
DEFENCE MEDICAL SERVICES

CONTRACT NUMBER: 707172450

FOR

**THE PROVISION OF PATHOLOGY LABORATORY
SERVICES TO THE DEFENCE MEDICAL
REHABILITATION CENTRE STANFORD HALL**

Between the Secretary of State for Defence of the
United Kingdom of Great Britain and Northern Island

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Standardised Contracting Terms

(Edn10/22)

1 Definitions - In the Contract:

Articles means, in relation to Clause 9 and Schedule 3 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;

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in 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;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

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;

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;

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.

Mixture means a mixture or solution composed of two or more substances;

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 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;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in Schedule 4 , being 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;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this 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 Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Notwithstanding any other condition of this Contract, including 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.
- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
 - (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
 - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a

UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.

c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor

Deliverables contain hazardous Substances, Mixtures or Articles; and

(2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor

Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.

b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.

c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.

d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.

e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and

(4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence

of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 17.a. the Authority shall:
 - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 17.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

18 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

19 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
 - (1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

21 The project specific DEFCONs and SC variants that apply to this Contract

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 532B (Edn. 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534 (Edn. 06/21) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 12/21) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 630 (SC1) (Edn. 12/16) - Framework Agreements

DEFCON 658 (SC1) (Edn. 10/22) Cyber

General Conditions

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

23 The special conditions that apply to this Contract are

24 Contract Risk Management

24.1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.

24.2. The Contractor shall develop, operate, maintain and amend, as agreed with the Authority, processes for:

24.2.1 the identification and management of risks;

24.2.2 the identification and management of issues; and

24.2.3 monitoring and controlling project plans.

24.3. The Contractor allows the Authority to inspect at any time within working hours the accounts and records which the Contractor is required to keep.

24.4. The Contractor will maintain a risk register of the risks relating to the Contract which the Authority and the Contractor have identified.

25 Payment Terms

25.1 Payment is to be made in accordance with point 15 via Exostar. The contractor is liable for any Exostar fees incurred during the duration of this contract.

26 Exercise of Option Years

26.1 The Contractor Shall provide firm pricing for the option years detailed in the pricing schedule if requested by the Authority within 30 days.

26.2 The Authority may, at its sole discretion, request to extend the contract by a period of up to 24 months.

27 The processes that apply to this Contract are:
Personal Data Particulars

DEFFORM 532
 Edn 10/19

.....

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>MOD Data Protection Officer</p> <p>Ground floor, zone D Main Building Whitehall London SW1A 2HB</p> <p>Email cio-dpa@mod.gov.uk</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>[insert location(s), address and contact details]</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>The contract is for the provision of pathology services in support of healthcare delivery at DMRC Stanford Hall. The Contractor's personnel will come into contact with various types of personal data as listed below in categories of data.</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: the pathology specimens are collected from DMRC to be taken to the lab for testing. The Contractor will only require information that relates to the specimen noted on the side of the specimen casing such as:</p> <ul style="list-style-type: none"> • Name • DOB • Service Number • Address. • Type of Specimen • Date & Time Taken • NHS number • Requesting clinician
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of</p>

	<p>data: By nature of the contract, the following special categories will be used during the contract:</p> <p>Health data relating to the patient that could identify the patient's condition.</p> <p>If any other personal data which may identify as a special category of data as per Paragraph 1 of Article 9 of the EU General Data Protection Regulation (GDPR), should not be recorded unless required as per Paragraph 2 of Article 9</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p>The Contractor will use the information supplied by the subject in the execution of the services under the terms and conditions of the contract in relation the provision of a pathology service mentioned in the above section "Data Subjects" under this contract.</p> <p>The information held will be anonymised to the Data Processor's best ability so others cannot identify Service personnel and only share with those entitled or involved in the contract; for example, personal data in reporting pathology results vs numerical usage for accounting purposes where personal data is not required.</p>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>Pathology specimen will be received by the Contractor for testing, the results will be sent back to DMRC electronically or via the telephone if urgent. The Contractor will not be speaking to the patients directly, the information will be via DMRC staff.</p> <p>Usage data, without personal data, will be communicated to the Designated Officer nominated by the Authority for the purposes of managing the contract.</p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>The Authority has established organisational measures to ensure that all data is secure and measures are in place that guarantees protection level appropriate to the risk concerning confidentiality, integrity, availability and resilience of the systems. A full cyber assessment has been completed to identify the level of risk concerned within this contract.</p> <p>Contractor Technical and Organisational Measures:</p>

	To be completed by contractor
Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): Any information relating to the contract will be held for the length of the contract then destroyed by the Contractor as soon as the contract has ceased, except where a legal requirement to retain and archive clinical data exists
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: N/A

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.

Quality Assurance Conditions

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

SC1B Schedules

Schedule 1 - Additional definitions of Contract

[Insert Additional Definitions if required]

Schedule 2 – Statement of Requirement

STATEMENT OF REQUIREMENT FOR PROVISION OF PATHOLOGY LABORATORY SERVICES TO THE DEFENCE MEDICAL REHABILITATION CENTRE STANFORD HALL

Introduction

1. The Defence Medical Rehabilitation Centre Stanford Hall (DMRC SH) is a UK Military clinical facility located near Loughborough. A key enabler to clinical delivery is the provision of Pathology Laboratory services via a Contractor. This Statement of Requirement (SoR) seeks to establish Pathology Laboratory services to ensure continued current clinical capability is matched for the future.

Background

2. DMRC SH offers inpatient/residential/outpatient services for the management of complex musculoskeletal, neurological and rheumatological conditions. Despite the co-location of Primary (PHC) and Secondary (SHC) Healthcare facilities at this site, this SoR outlines SHC requirement only.

Requirements

3. DMRC SH will require a Contractor to provide a clinical pathology service to analyse patient samples for a wide range of analytes, substances and micro-organisms and report the results in a timely manner. The Contractor is to provide:

- a. A 24hr service to test and report on routine and urgent pathology samples to enable effective and safe patient care.
- b. A sample collection service from DMRC SH during normal working hours Mon to Fri 0800 – 1700hrs.
- c. The scope of required tests (including urgent tests) can be found at Annex A.

Reporting

4. The Contractor must:
 - a. Provide an electronic report of results to DMRC SH in line with the turnaround times stated in the laboratory handbook of testing. This electronic report must interface with the 'Message Exchange for Social Care' (MESH) mailbox to allow inclusion into the military eHR.
 - b. **Urgent pathology services.** The Contractor must have the capability to undertake urgent pathology services, and report, as para 4a. They must also communicate results via

telephone with the On-Call Doctor¹ at the earliest opportunity in line with the laboratory handbook from receipt of the sample at the Pathology Laboratory.

Collection

5. The Contractor shall collect specimens once daily Mon-Fri (early afternoon²) from DMRC SH main gate and have Business Continuity in place to maintain this service routinely.

Contractor's Responsibilities

6. The Contractor will:

- a. Have Clinical Pathology Accreditation through the UK Accreditation Service (UKAS) and ensure all subcontracting must have similarly accredited laboratories¹.
- b. Samples becomes the responsibility of the Contractor on handover from the Authority.
- c. Provide a point of contact for normal working hours and out of hours/public holiday service.
- d. Ensure personal and clinical information regarding patients is always secure and complies with Caldicott Principles and General Data protection regulation.
- e. Provide a service in an environment that embraces National Service Frameworks, National Institute for Clinical Excellence (NICE) Clinical guidelines, and other relevant national policies concerning pathology services.
- f. Ensure there is an auditable system in place to monitor and highlight any safety incidents relating to the management of DMRC samples. Any patient safety incidents are to be reported by telephone to the Duty Doctor within 2 hrs.
- g. Any issues or adverse reports with regards to Governance/Assurance are to be reported by telephone to the Duty Doctor within 2 hrs. Actions being taken to manage/mitigate the report are to be provided sequentially.
- h. All urgent samples are to be reported electronically within 72 hours of the results being known.
- i. Attend a start-up meeting one month prior to Contract Start Date to determine logistical arrangements are in place to collect specimens and return results, and confirm access arrangements to DMRC SH.
- j. Contractor to enable access and licensing to the CliniSys integrated Care Environment (ICE) programme. ICE should be the predominant programme from which the Contractor shares results with the Authority. A paper-based system should be available for business continuity.

Authority's Responsibilities

7. Responsibility for samples taken remains with DMRC SH, until handover to the Contractor.

8. The Authority will nominate the DMRC SH Clinical Operations Manager as the Authority's Designated Officer (DO). The contact details for the DO shall be provided once the contract is awarded.

¹ Contact details will be annotated on DMRC request form.

² To be agreed between Authority and the Contractor during the contract implementation period.

9. Clinical staff taking samples will ensure:

- a. Samples and request forms are correctly annotated with patient information as per laboratory Standard Operating Procedures.³
- b. All samples will be packed in accordance with UN 3373 regulations. Samples will be delivered to the collection point in advance of the next collection time and recorded in a sample log/register.
- c. Urgent samples or samples taken out of hours and on Bank Holidays are delivered to the Contractor using the Authority's Driver.
- d. All above process are outlined in DMRC SH SOPs⁴.

10. The Authority will ensure there is an auditable process in place for the collection of all sample by the contractor.

Confidentiality

11. When complete with patient identifiable information, the pathology service request form constitutes a Medical Record. Information contained within it should be handled in accordance with Access to Medical Records Act 1988, Health Record Act 1990, Data Protection Act 2018, UK General Data Protection Regulation 2021 and the Caldicott Principles.

12. No research is to be undertaken using military personnel or medical record information except with the express permission of the Authority and the MOD Research Ethics Committee.

Finance Reporting

13. The Contractor must provide a monthly usage statistics report which is to be emailed to the DO. This is to support the monthly invoice and is to be received within 10 working days of the end of each month. The headings of the report are to comprise of:

- a. Date of collection.
- b. Patient NHS Number.
- c. Type of Test(s) undertaken.
- d. Referring clinician.
- e. Date result issued.
- f. Out of hours/Bank Holiday test (Y/N).
- g. Urgent test (Y/N).
- h. Cost.

14. The Authority does not approve any form of pre-payment; all invoices are to be submitted for actual tests completed.

Contract Monitoring

³ Currently 4 points of identification are used: Patient name, DOB, NHS Number and Service Number.

⁴ Available on request from the Authority

15. Key Performance Indicators (KPIs) are listed at Annex B.

16. A Contract Review Meeting will be held annually between the Contractor and the Authority. The location of these meetings will be agreed by both parties; where appropriate/available, video conferencing may be utilised for these purposes. The meetings will be chaired by the Authority's representative (usually the DO) and will run to an agreed standing agenda that will include the following items:

- a. DO update/matters (Authority).
- b. Activity and Performance Review (Contractor).

17. The Contractor will provide all relevant information (performance data against KPI report) at least 10 working days in advance of the contract review meeting to allow for onward distribution to relevant parties. Meetings will be minuted by the Authority and distributed via email to attendees within 10 working days.

Liaison between the Authority and the Contractor

18. It is essential for good mutual understanding to be established between the Contractor's personnel and the Authority. In order to facilitate optimum communication:

- a. The Contractor shall provide a single Point of Contact (SPoC) to liaise on all matters concerning contract delivery. The Contractor's SPoC will have direct access to the DO during normal weekday working hours.
- b. The Contractor shall provide a telephone number for contract with staff during normal working hours and will also provide a method of contacting on call staff to advise clinicians during out of hours or on Bank Holidays.

Complaints

19. All complaints made by the Authority to the Contractor shall be acknowledged in writing within 3 working days by the Contractor. The Contractor shall keep a full written record of the nature of each complaint and details of the action taken as a result of the complaint. The Contractor shall use all reasonable endeavours to ensure that all complaints are resolved within 15 days of the complaint being notified to the Contractor, unless the nature of the complaint requires additional investigation or action by a Professional and Regulatory Body or other government organisations in which case the Contractor shall use all reasonable endeavours to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing as soon as possible thereafter and the Contractor will, on request

from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

Quality Standards

20. The handling and reporting of samples shall be in accordance with the following quality standards:

- a. Risk Management – The Contractor is to have a policy in place which encompasses the principles contained within ISO 31000:2009/ DIS31000.
- b. Health Technical Memorandum 07-01 Safe management of healthcare waste.
- c. The Contractor is to be compliant with the quality standards contained within ISO 15189:2012 (Registered with United Kingdom Accreditation Services or suitable equivalent).

Cyber Security

21. The MOD has a duty to protect itself from Cyber threats and now we extend this to Suppliers we engage with. As an extension of the Government's Cyber Essentials Scheme the MOD, working together with Industry and other Government Departments, have developed a more robust Cyber Security Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All prime contractors must have the cyber security controls specified in DEF Stan 05-138 (Cyber Security for Defence Suppliers), as appropriate to the cyber risk level specified in the contract.

22. The Authority has determined the level of risk as **Moderate** Reference: (Reference: **RAR 185907028**) as defined in DEF Stan 05-138. In order to do business with the MOD you must have the cyber security controls required.

Annexes:

- A. DMRC SH Pathology Tests.
- B. Pathology Key Performance Indicators.
- C. **Pricing Schedule**

DMRC SH PATHOLOGY TESTS

Procedures will include but not be limited to the discipline areas below. The Contractor requires the ability to conduct or outsource specialist tests e.g. Etanercept

Discipline areas	Routine	Urgent
Haematology	Blood count	Blood count
	Coag Screen	
	INR	
	ESR	
	Screening tools for anti-phospholipid syndrome including lupus anticoagulant	
Biochemistry	CRP	CRP
	U&E	U&E
	Liver profile	Liver profile
	Glucose	
	Lipid profile	
	Urate	
	Bone profile	
	Vitamin D	
	HbA1c	
	Thyroid function	
	Prolactin	
	Macroprolactin	
	IGF-1	
	Testosterone	
	Oestradiol	
	Growth Hormone	
	SHBG	
	ACTH	
	FSH	

	LH	
	Cortisol	
	Vit B12	
	Folate	
	Ferritin	
	Short synacthen test	
	Paired urine & plasma osmolalities	
	Urinary sodium	
	Beta 2 microglobulin	
	Rheumatoid factor	
	Complement levels	
	Immunoglobulin levels	
	BetaHCG	
	Parathyroid hormone	
	Angiotensin converting enzyme	
	CK (MM)	
	Phosphate	
	Magnesium	
	Phosphoethanosamine	
	Paraprotein	
	CTx	
	Aldolase	
	Lactate Dehydrogenase	
	Transferrin saturation	
	Serum protein electrophoresis	
	Amyloid A	
	Amyloid L	
	AntiStreptolysin titre	
	Troponin C/T	
	TPMT	

Immunology	Direct antiglobulin test	
	AnitBeta2Glycoprotein	
	cANCA	
	pANCA	
	Humira Antibodies	
	Etanercept Antibodies	
	IgG4	
	Janus Kinase Antibodies	
	ANA	
	All ENA	
	ANCA	
	Anti CCP	
	Anti-Cardiolipin antibody	
	Tuberculin testing	
	Interferon Gamma Assays	
	Hep B	
	Hep C	
	HIV	
	Varicella zoster	
	HLA B27	
Microbiology	Quantiferon gold	
	MC&S	
	MRSA	
	CPE Screening	
	Serology of common pathogens associated with chronic disease	
Unknown	COVID antibodies	
	Epstein Barr virus	
	High sensitivity CRP	

PATHOLOGY KEY PERFORMANCE INDICATORS

SER NO	KPI	KPI PERFORMANCE MEASURE	Action	KPI LEVEL THRESHOLD	REPORTING METHODOLOGY
KPI 1	The Contractor provides collection of pathology samples Mon to Fri in normal working hours.	Mon-Fri pick up and delivery to lab	The Contractor is to provide single daily pickup for samples Mon to Fri in normal working hours. DMRC(SH) will provide transport for urgent samples.	Contractor to achieve 95%	Quarterly reporting for standard reporting.
KPI 2	The Contractor will report urgent samples or grossly abnormal samples (patient safety) by telephone to the on-call Doctor. Those urgent samples are identified (but not limited to) in Annex A.	Within 2 hours of results	The Contractor will contact the duty on call Dr with an urgent samples or grossly abnormal samples.	Contractor to achieve 100%	Quarterly reporting for standard reporting.
KPI 3	The Contractor will provide electronic reporting on all samples	As per the turnarounds times in the laboratory handbook of testing	The Contractor will provide all electronic reporting as per the turnaround times in the laboratory handbook of testing	95%	Quarterly reporting for standard reporting. If TAT not met provide a solution
KPI 4	The Contractor will provide all urgent samples electronically	With 72 hours of results	The Contractor will provide electronic reporting for all urgent samples.	95%	Quarterly reporting

Schedule 2 Annex C – Pricing Schedule

Discipline Areas	Routine	Estimated Annual Amount	Year 1 Price	Year 1 Total	Year 2 Price	Year 2 Total	Year 3 Price	Year 3 Total	Year 4 (Option Year 1) Price	Year 4 (Option Year 1) Total	Year 5 (Option Year 2) Price	Year 5 (Option Year 2) Total
Haematology	Blood count	10,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Coag Screen	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	INR	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	ESR	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Screening tools for anti-phospholipid syndrome including lupus anticoagulant	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Biochemistry	CRP	10,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	U&E	10,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Liver profile	5,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Glucose	5,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Lipid profile	5,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Urate	2,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Bone profile	2,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Vitamin D	2,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	HbA1c	2,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Thyroid function	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Prolactin	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Macroprolactin	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	IGF-1	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Testosterone	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Oestradiol	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Growth	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

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Hormone												
SHBG	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
ACTH	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
FSH	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
LH	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Cortisol	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Vit B12	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Folate	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Ferritin	500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Short synacthen test	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Paired urine & plasma osmolalities	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Urinary sodium	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Beta 2 microglobulin	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Rheumatoid factor	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Complement levels	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Immunoglobulin levels	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
BetaHCG	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Parathyroid hormone	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Angiotensin converting enzyme	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
CK (MM)	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Phosphate	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Magnesium	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Phosphoethanoamine	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

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	Paraprotein	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	CTx	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Aldolase	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Lactate Dehydrogenase	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Transferrin saturation	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Serum protein electrophoresis	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Amyloid A	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Amyloid L	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	AntiStreptolysin titre	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Troponin C/T	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	TPMT	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Immunology	Direct antiglobulin test	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	AnitBeta2Glycoprotein	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	cANCA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	pANCA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Humira Antibodies	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Etanercept Antibodies	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	IgG4	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Janus Kinase Antibodies	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	ANA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	All ENA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	ANCA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Anti CCP	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Anti-Cardiolipin antibody	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00

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	Tuberculin testing	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Interferon Gamma Assays	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Hep B	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Hep C	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	HIV	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Varicella zoster	64	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	HLA B27	64	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Microbiology	Quantiferon gold	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	MC&S	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	MRSA	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	CPE Screening	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Serology of common pathogens associated with chronic disease	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
Unknown	COVID antibodies	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Epstein Barr virus	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	High sensitivity CRP	100	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00
	Urgent - Included in the count above											
Haematology	Blood count											
Biochemistry	CRP											
	U&E											
	Liver profile											
	Totals			£0.00		£0.00		£0.00		£0.00		£0.00

Contract Total	Year 1	0
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	Year 2	0
	Year 3	0
	Year 4 (Option- Year 1)	0
	Year 5 (Option- Year 2)	0
Contract Total		0

Schedule 3 – Contract Data Sheet

Contract Period	<p>Effective date of Contract [insert date contract signed by both parties]: _____</p> <p>The Contract expiry date shall be: _____</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>_____</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Thomas.Rockett101@mod.gov.uk</p> <p>Contractor: </p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>N/A</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within _____ Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely</p>

	<p>responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>_____</p>
<p>Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials</p>	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date:</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p> <p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information</p>

	<p>System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP- HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor _____</p> <p>Special Instructions:</p> <p>_____</p> <p>Collected by the Authority _____</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>_____</p>
<p>Clause 12 – Packaging and Labelling of Contractor</p>	<p>Additional packaging requirements:</p>

Deliverables	
Clause 14 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Contract Review Meeting</p> <p>Frequency: Annual</p> <p>Location: In person/ MS Teams / Virtual</p>
Clause 14 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: KPI Performance Data</p> <p>Frequency: 10 Working days in advance of contract review meeting</p> <p>Method of Delivery: email to DO</p> <p>Delivery Address: Frances.semakula225@mod.gov.uk</p>

PERSONAL DATA ASPECTS LETTER FOR CONTRACTS INVOLVING THE HANDLING OF
OFFICIAL-SENSITIVE PERSONAL DATA

For the personal attention of:

(Name of company Data Controller)

**707172450 - PROVISION FOR PATHOLOGY LABORATORY SERVICES TO THE DEFENCE
MEDICAL REHABILITATION CENTRE STANFORD HALL**

1. On behalf of the Secretary of State for Defence, I hereby give you notice that the Privacy Impact Assessment conducted has identified that this contract involves the requirement to handle UK MOD personal data. This data is subject to the provisions of the Data Protection Act 2018,⁵ the Data Handling Review,⁶ and the GovS 007 Security.⁷ Your attention is also drawn to the specific aspects of personal data handling set out in Industry Security Notices which must be fully implemented.

2. Will you please confirm that:

- a. This definition of the personal data aspects of the above contract has been brought to the attention of the person directly responsible for the protection of data in this contract.
- b. The definition is fully understood.
- c. Measures can, and will, be taken to protect the personal data.
- d. Any problems in meeting these requirements will be notified to MOD immediately.

Yours faithfully

Thomas Rockett

Thomas.Rockett101@mod.gov.uk

⁵ <https://www.gov.uk/data-protection>

⁶ <https://www.gov.uk/government/publications/data-handling-procedures-in-government>

Copy to:
CIO-Advisor

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No:
Description of Contractor's Sensitive Information:
Cross Reference(s) to location of Sensitive Information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters:

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Name:

Position:

Address:

Telephone Number:

Email Address:

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Schedule 4 – Not Used

Schedule 5 - Notification of IPR restrictions (IAW Clause 7)

DEFFORM 711 (Edn 11/22)

Ministry of Defence**DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS****DEFFORM 711 - PART A – Notification of IPR Restrictions**

1, ITT/Contract Number				
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1				
2				
3				
4				

5				
6				
7				
8				
9				
10				

Please continue on additional sheets where necessary

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DEFFORM 711 (Edn 11/22)

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

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

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-

	<p>system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.</p> <p>NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.</p>
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit http://aof.uwh.dii.f.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Thomas Rockett

Address: _____

Email: Thomas.Rockett101@mod.gov.uk

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

Name: Maj. Frances Semakula

Address: Defence Medical Rehabilitation Centre | Stanford Hall | Stanford on Soar | Loughborough | LE12 5QW

Email: frances.semakula225@mod.gov.uk
95238 3804 | ☎ Civ: 01509 251500 Ext 3804



Skype Call: 0300 166 2698 | ☎ Mil:

3. Packaging Design Authority Organisation & point of contact:

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



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

Branch/Name: _____



(b) U.I.N. _____

5. Drawings/Specifications are available from _____

6. Intentionally Blank

7. Quality Assurance Representative: _____

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

8. **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].

9. **Consignment Instructions** The items are to be consigned as follows: _____

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

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

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B.JSCS

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

JSCS Fax No. 01869 256837

www.freightcollection.com

11. **The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

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

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

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

*** 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.

Offer and Acceptance

CONTRACT FOR THE PROVISION OF PATHOLOGY LABORATORY SERVICES TO THE DEFENCE MEDICAL REHABILITATION CENTRE STANFORD HALL

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor:

Name and Title	
Signature	
Date	

For and on behalf of the Secretary of State for Defence:

Name and Title	
Signature	
Date	