

SCHEDULE 11
ANCILLARY REQUIREMENTS

PART A

1 MONTREAL PROTOCOL SUBSTANCES

CFCs - Production of controlled CFCs has stopped

CFC-11 (trichlorofluoromethane) CFC-211

CFC -12 (dichlorodifluoromethane) CFC-212

CFC-13 CFC-213

CFC-111 CFC-214

CFC-112 CFC-215

CFC-113 (trichlorotrifluoroethane) CFC-216

CFC-114 (dichlorotetrafluoroethane) CFC-217

CFC-115 (chloropentafluoroethane)

The above substances are also used in blends: eg

CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

Halons - Production of controlled Halons has stopped.

Halon-1211 (Bromochlorodifluoromethane - BCF)

Halon-1301 (Bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped

CH ₂ FBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃
C ₂ HFBr ₄	C ₂ H ₄ Fbr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ HFBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC 21 HCFC 141 HCFC 225ca HCFC 243

HCFC 22 HCFC 141b HCFC 225cb HCFC 244

HCFC 31 HCFC 142 HCFC 226 HCFC 251

HCFC 121 HCFC 142b HCFC 231 HCFC 252

HCFC 122 HCFC 151 HCFC 232 HCFC 253

HCFC 123 HCFC 221 HCFC 233 HCFC 261

HCFC 124 HCFC 222 HCFC 234 HCFC 262

HCFC 131 HCFC 223 HCFC 235 HCFC 271

HCFC 132 HCFC 224 HCFC 241

HCFC 133 HCFC 225 HCFC 242

CARBON TETRACHLORIDE (CC14) - Production has stopped.

1, 1, 1 - TRICHLOROETHANE (C2H3C13) – Production has stopped.

METHYL BROMIDE (CH3 Br) - Production limits apply

PART B

2 SUPPLY OF INFORMATION FOR NATO CODIFICATION AND DEFENCE INVENTORY INTRODUCTION

2.1 In the case of an Item of Supply for which the Contractor is the DCA, the Contractor shall:

2.1.1 provide Technical Data to the Codification Authority, or the Authority's Agent specified by the Codification Authority, where:

2.1.1.1 the Item of Supply is not already codified in the NATO Codification System ("NCS"); or

2.1.1.2 the Contractor has not previously supplied that information either in the recommended spare parts list supplied by the Contractor in the initial provisioning phase or under another contract.

2.1.2 where the Item of Supply has already been NATO codified, supply the NSN (S) to the Codification Authority, or the Authority's Agent; and

2.1.3 inform the Codification Authority, or its Agent, when, where and to whom the data was supplied if the information has previously been supplied by the Contractor.

2.2 In the case of an Item of Supply, for which the Contractor is not the DCA, the Contractor shall ensure that the Technical Data is supplied, either by the subcontract DCA or by the Contractor. The Contractor shall, where appropriate, include the terms of this paragraph 2, or equivalent text, in any Sub-Contract(s), to ensure delivery of the cataloguing information.

2.3 Unless otherwise provided by this Contract, the cost of supplying the information under paragraphs 2.2 and 2.3 above, and any other information specifically called for under this Contract, shall be deemed to be in the Contract Price.

2.4 The Contractor may from time to time be requested to supply additional information necessary for Codification. To the extent that it has the right to do so, the Contractor shall supply the additional data. The extent of additional information shall be governed by the requirements of the Codification system at that time and

2.4.1 at any time during the life of this Contract the Contractor shall notify the Codification Authority of all modification or design changes made to an Item of Supply, which affect the Item Identification, including reference number changes, Form, Fit or Function

2.4.2 fair and reasonable payment, based upon the actual work involved, will be made to the Contractor for supply of additional information under paragraph 2.5 above, and in respect of modifications and design changes approved by the Authority, the supply of updated information under paragraph 2.5.1 above.

2.5 Subject to the restrictions resulting from paragraph 2.7, the Authority shall have the right, free of charge, to use and copy or have used and copied for Codification Purposes information supplied under the provisions of this paragraph 2, use and copying being limited to that necessary for Codification Purposes. The Authority may convert or have converted any Technical Data provided in whatever format to an alternative format, including digital formats.

2.6 Subject to the restrictions resulting from paragraph 2.8, the information consisting the Item Identification may be included in the databases of codification data which are produced by the

Authority or any other international organisation of which the Authority is a member and may be made available to other Governments, contractors, organisations or individuals who are authorised to have access to those databases by the Authority or the organisation (s) of which the Authority is a member.

2.7 The Contractor shall endeavour to ensure that all information supplied under this paragraph 2.9 (Supply of Information for NATO Codification and Defence Inventory Introduction) can be used for Codification Purposes; however, where any of the information supplied is marked to indicate it is proprietary in nature the Contractor shall provide the Authority's Representative of details of the restrictions which apply to its use.

2.8 The Codification Authority shall not retain or use the Technical Data supplied under this paragraph 2 (Supply of Information for NATO Codification and Defence Inventory Introduction) for any other purpose other than for Codification.

2.9 If the DCA is located in a NATO country other than the UK, the equivalent organisation in that NATO country shall be substituted for the UKNCB. All contact between the Contractor and those equivalent organisations will be via the UKNCB.

2.10 If the DCA is located in a country which is not a member of the NATO Alliance or a NATO sponsored (NCS participating) country, the Codification Authority will be deemed to be the UKNCB, which may nominate an agent to act on its behalf.

2.11 The Contractor, Sub-Contractor or supplier may contact the Codification Authority for any information concerning the NCS.

2.12 The requirements set out in Annex A to DEFCON 117 Edn 10/13 shall apply in relation to Item identification.

PART C

3 REDUNDANT MATERIEL

3.1 All Redundant Materiel shall mean Materiel that is identified as surplus to the requirement of this Contract for whatever reason.

3.2 All redundant Materiel resulting from work carried out under, or procured for the purposes of this Contract, the costs of which have been paid by the Authority under this Contract, or which is otherwise owned by the Authority shall be disposed of as follows:

3.2.1 On completion of this Contract or earlier if appropriate, the Contractor shall prepare:

3.2.1.1 a list of those items of the Redundant Materiel referred to above which are considered serviceable or repairable. The list shall record the condition of each item, its actual cost or estimated value and, in the case of repairable items, the estimated price of repair; and

3.2.1.2 a list of those items of the Redundant Materiel which are considered to be unserviceable and which cannot be economically repaired or otherwise considered to be scrap.

3.2.2 The Contractor shall send the lists referred to in paragraph 3.2.1 above to the Authority's Representative as detailed in Box 1 of DEFFORM 111 (Appendix to the Contract); as stated in either the Transition Plan or the Contract Closure Plan (whichever is applicable), held in accordance with the provisions of Schedule 13 (*Exit Management*) to the Contract.

3.2.3 Within three (3) months of the date of receipt of the lists referred to in paragraph 3.2.1, the Authority shall issue disposal instructions to the Contractor. Such disposal instructions shall require that the lists of Materiel referred to in paragraph 3.2.1 are either:

3.2.3.1 transferred to other subsisting contracts; or

3.2.3.2 subject to contract, retained by the Contractor for use in the performance of future contracts placed with the Contractor; or

3.2.3.3 subject to contract, repaired by the Contractor; or

3.2.3.4 at the direction of the Authority, sold by the Contractor, acting on behalf of the Authority, for the best price reasonably obtainable. Redundant Materiel designated in accordance with paragraph 3.2.1.2 above shall be dismantled and disposed of in such a manner as to preclude the possibility of resale in its existing form

3.2.3.5 The costs associated with the activities contemplated under this Clause shall be carried out in accordance with either the Transition Plan or the Contract Closure Plan (whichever is applicable), held in accordance with the provisions of Schedule 13 (*Exit Management*) to the Contract.

3.3 The proceeds of the sale of items of Redundant Materiel sold pursuant to paragraph 3.2.3.4 above shall be credited to the Authority in accordance with arrangements made between the Contractor and the Authority.

3.4 A list of the items sold by the Contractor shall be sent to the Authority's Representative as detailed in Box 1 of DEFFORM 111 (Appendix to Contract) together with a statement of the proceeds of sale.

PART D**4 PACKAGING (FOR ARTICLES OTHER THAN MUNITIONS)****Specifications for Packaging**

4.1 General requirements for service Packaging, including details of UK and NATO Military Level Packaging (MLP) and Commercial Packaging descriptions, are contained in 81-041 (Part 1) "Packaging of Defence Materials". Def Stans, NATO Standardisation Agreements (STANAGS), and further information are available from the DStan internet site at:

<http://www.dstan.mod.uk>

4.2 Unless specifically stated otherwise in this Contract, references to any standard including Def Stans or STANAGS in any Contract document means the editions and all amendments extant at the Effective Date.

4.3 In the event of any conflict between this Contract and Def Stan 81-041, (Part 1) this Contract shall take precedence.

Responsibilities

4.4 Packaging responsibilities under this Contract shall be as follows:

4.4.1 the Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract provide Commercial Packaging for all items unless specifically directed by the Authority to provide Military Packaging to levels J, N or P as applicable. The Contractor shall determine the appropriate packaging materials accordingly to meet the requirements of this paragraph 4;

4.4.2 the Contractor shall indicate in the Contract the standard or level of Packaging required for each Article, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract or order, the Contractor shall request instructions on the standard or level of packaging required from each Article, including the Primary Packaging Quantity ("PPQ") from the Authority before proceeding further.

4.4.3 the Contractor shall ensure all relevant information necessary for the effective performance of this Contract is made available to all Sub-Contractors.

4.4.4 Where the Contractor or any of their Sub-Contractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to the manufacture or supply of the Articles they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate and:

4.4.5 Where the volumetric data of individual package designs is required to be compiled as part of the codification data set, the Contractor shall do so in accordance with Paragraph 2 (Part B Supply of Information for NATO Codification and Defence Inventory Introduction) of this Schedule 11 (*Ancillary Requirements*).

Commercial Packaging

4.5 The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). (In the event that Commercial Packaging is deemed by the Authority to be unsuitable then the Authority shall supply suitable packaging to the Contractor within a reasonable time to allow the Contractor to meet its obligations or initiate a Contract change in accordance with Clause 71 (*Contract Change*). In addition the following requirements shall apply:

4.5.1 the Contractor shall provide Packaging which:

4.5.1.1 will ensure that each Article may be transported and delivered to the consignee named in this Contract in an undamaged and serviceable condition; and

4.5.1.2 is labelled to enable the contents to be identified without need to breach the package; and

4.5.1.3 is compliant with statutory requirements and this paragraph 4.

4.5.2 the Packaging used by the Contractor to supply identical or similar Articles to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:

4.5.2.1 references in this Contract to a PPQ means the quantity of an Article to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

4.5.2.2 Robust Articles, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Paragraphs 4.12 to 4.15. References to "PPQ packages" in subsequent text shall be taken to include Robust Articles; and

4.5.2.3 for ease of handling, transportation and delivery, packages which contain identical Articles may be bulked and over-packed, in accordance with Paragraphs 4.12 to 4.14.

Packaging Regulations for Dangerous Goods

4.6 The Contractor shall ascertain whether the Articles being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:

4.6.1 The Health and Safety At Work Act 1974 (amended);

4.6.2 The Classified Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);

4.6.3 the REACH Regulations 2007 Regulation EC No 1907/2006 (as amended); and

4.6.4 the Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

4.7 The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:

4.7.1 the Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and

4.7.2 the Air Navigation Order.

4.8 As soon as possible, and in any event no later than one (1) month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (EC) No 1907/2006 (as amended) and the Health and Safety At Work Act 1974 (as amended).

UK Military or NATO Packaging

4.9 The Contractor shall comply with the requirements for the design of MLP which include Paragraph 4.9 and 4.10 as follows:

4.9.1 where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.

Note 1: The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:

DES SEOC SCP-SptEng-Pkg

Abbey Wood

Bristol BS34 8JH

Tel: +44(0)30 679 35353

DESSEOCSCP-SptEng-Pkg@mod.uk

Note 2: The MPAS Documentation is also available on the DStan website

4.9.2 MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).

4.9.3 the Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129A "Application for Packaging Designs or their Status").

4.9.4 new designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.

4.9.5 where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by this Contract. When a SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.

4.9.6 all SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.

Manufacture of Packaging to a Military Packaging Level

4.9.7 where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with Paragraph 4.1 above, or if un-registered, is compliant with MPAS Annex A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.

4.9.8 The costs of providing UK or NATO MLP shall be subject to the provisions of Clause 71 (*Contract Change*) and Schedule 6 (*Contract Change*).

Intellectual Property Rights (IPR)

4.9.9 The documents supplied under paragraph 4.9.6 of this Schedule 11 shall be considered as a contract data requirement and be subject to the terms of Clause 34 (*Intellectual Property Rights*) of this Contract.

4.10 Unless otherwise stated in the Contract, one of The following procedures for the production of new or modified SPIS designs shall be applied:

4.10.1 If the Contractor or its Sub-Contractor is the PDA they shall:

4.10.1.1 on receipt of instructions received from the Authority's Representative nominated in Box 2 of the DEFFORM 111, prepare the required package design in accordance with Paragraph 4.9.

4.10.1.2 Where the Contractor or their Sub-Contractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:

- (1) a list of all SPIS which have been prepared or revised against this Contract; and
- (2) a copy of all new/revised SPIS, complete with all continuation sheets or drawings, where applicable, to be uploaded onto SPIN; and
- (3) where the PDA is not a registered organisation, then it shall obtain approval for their design from a registered organisation before proceeding, then follow Paragraph 4.10.1.2

4.10.2 where the Contractor or its Sub-Contractor is not the PDA and is unregistered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, it should apply for SPIS designs as soon as practicable.

4.10.3 where the Contractor or its Sub-Contractor is unregistered and has been given authority to produce, modify, and update SPIS designs by this Contract, the Contractor shall obtain approval for its design from a registered organisation using DEFFORM 129A before proceeding, then follow Clause 45.10 of this Contract; and

4.10.4 where the Contractor or its Sub-Contractor is not a PDA but is registered, it shall follow Paragraphs 4.10.1.2(i) and 4.10.1.2(ii).

4.11 Tools:

4.11.1 If special jigs, tooling etc. are required for the production of MLP, the Contractor shall obtain written approval from the Authority's Representative before providing them. Any approval given will be subject to the terms of Clause 54 of this Contract.

Package Labelling and Marking

4.12 In addition to any marking required by international or national legislation or regulations, the Contractor shall comply with the following package labelling and marking requirements:

Labelling – General

4.12.1 where UK or NATO MPL is specified by the Authority, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Paragraph 4 as follows:

4.12.1.1 labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when items are stacked during storage.

Marking – General

- 4.12.1.2 each consignment package shall be marked with details as follows:
- (1) name and address of consignor;
 - (2) name and address of consignee (as stated in this Contract);
 - (3) destination where it differs from the consignee's address, normally either:
 - (a) delivery destination/address; or
 - (b) transit destination, where delivery address is a point for aggregation/disaggregation and/or onward shipment elsewhere e.g. railway station, where that mode of transport is used;
 - (c) if aggregated packages are used, their consignment marking and identification requirements are stated at Paragraph 4.15.
 - (4) if the Contract is subject to DEFCON 5, the serial number of the relevant Advice and Inspection Note (MOD Form 640); and
 - (5) if the Contract is subject to 5J, the unique order identifiers and the p2p Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (6) If aggregated packages are used, their consignment marking and identification requirements are stated at clause 16.

Marking of Commercial Packaging

4.12.2 Where Commercial Packaging is specified by the Authority, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Articles contained therein to state the following:

- 4.12.2.1 description of the Article;
- 4.12.2.2 the full thirteen digit NATO Stock Number (NSN);
- 4.12.2.3 the PPQ;
- 4.12.2.4 maker's part/catalogue, serial and/or batch number, as appropriate;
- 4.12.2.5 the Contract and order number when applicable;
- 4.12.2.6 the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;
- 4.12.2.7 shelf life of item where applicable;
- 4.12.2.8 for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

4.12.2.9 any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

4.12.2.10 any additional markings specified in this Contract.

Bar code marking

4.13 Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

4.13.1 the full 13 digit NSN;

4.13.2 denomination of quantity (D of Q); and

4.13.3 actual quantity (quantity in package);

4.13.4 manufacturer's serial number and/or batch number, if one has been allocated; and

4.13.5 if the Contract is subject to DEFCON 5J, the unique order identifier.

4.14 Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81.-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall be initially be referred to the organisation nominated in Box 3 of DEFFORM 111 (Appendix to Contract).

Consignment of Aggregated Packages

4.15 The requirements for the consignment of aggregated packages are as follows:

4.15.1 with the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in this Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Articles of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items; and

4.15.2 two adjacent sides of the outer container shall be clearly marked to show the following:

4.15.2.1 class group number;

4.15.2.2 name and address of consignor;

4.15.2.3 name and address of consignee (as stated in this Contract or Order);

4.15.2.4 destination if it differs from the consignee's address, normally either:

(1) delivery destination/address; or

(2) transit destination, if the delivery address is a point of aggregation/disaggregation and/or onward shipment e.g. railway station, where that mode of transport is used;

(3) if the Contract is subject to DEFCON 5, the Serial numbers of all Advice and Inspection Notes (MOD Form 640 or equivalent) relating to the contents. The consignee's copy of each Advice and Inspection Note shall be placed in the case/container. If the Articles listed in the Advice and Inspection Note are packed in several cases, the consignee's copy shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned. e.g. 1/3, 2/3, 3/3;

(4) if the Contract is subject to DEFCON 5J (Unique Identifiers), shipping label in accordance with DEFCON129J; and

4.15.2.5 any statutory hazard markings and any handling markings.

Concessions

4.16 Authorisation of the Contractor to undertake an alternative Packaging design or to use a packing design, shall be considered as an amendment to the Contractor Deliverables within Schedule 2 (*Statement of Work*) and will be subject to a Contract Change in accordance with Schedule 6 (*Contract Change*).

Environmental – Requirements for Wood used in Packaging

4.17 The Contractor shall ensure that timber and wood-containing products supplied under this Contract comply with Part J Paragraph 10 of this Schedule 11 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).

Environmental – Packaging and Packaging Waste

4.18 All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.

4.19 In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Clause 27 of the Contract.

Packaging Design Liability Statement

4.20 This Paragraph 4.20 is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified Items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails, then the Contractor shall be liable for the cost of replacing the Packaging and the cost of repairing or replacing any Articles damaged as a consequence.

PART E

5 SUPPLY OF DATA FOR HAZARDOUS ARTICLES, MATERIALS AND SUBSTANCES

5.1 The Contractor shall provide to the Authority:

5.1.1 for each hazardous material or substance supplied a "Safety Data Sheet" ("SDS") in accordance with the extant "Chemicals (Hazard Information and Packaging for Supply) Regulations" ("CHIP") and/or the "Classification, Labelling and Packaging" ("CLP") Regulation 1272/2008 (whichever is applicable), and

5.1.2 for each hazardous Article, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Paragraph 5 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

5.2 If the item of supply contains or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006 (the "Reach Regulation"):

5.2.1 the Contractor shall provide to the Authority a SDS for the substance in accordance with the Reach Regulation. 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 and forward it to the Authority and to the address listed in Paragraph 5.8; and

5.2.2 the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the Safety Data Sheet supplied, shall report this information in writing to the Contractor.

5.3 If the Contractor is required, under, or in connection with this Contract, to supply Articles or components of Articles that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, the Contractor shall provide to the Authority a list of those hazardous materials or substances, and, for each hazardous material or substance listed, provide an SDS.

5.4 The Contractor shall provide to the Authority a completed DEFFORM 68.

5.5 If the Articles, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and/or the CLP Regulation 1272/2008 (whichever is applicable and the Reach Regulation, the Contractor shall comply with the hazard reporting requirements of Def Stan 07-085 (Design Requirements for Weapons and Associated Systems).

5.6 If the Articles, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

5.6.1 activity; and

5.6.2 the substance and form (including any isotope).

5.7 If the Articles, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

5.8 Any SDS to be provided in accordance with this Paragraph 5, including any related information to be supplied in compliance with the Contractor's statutory duties under Paragraphs 5.1.1 and 5.2.1, any information arising from the provisions of Paragraphs 5.5, 5.6 and 5.7 and the completed DEFFORM 68, shall be sent directly to the Authority's Representative as soon as practicable, and not less than one (1) month prior to the delivery of the relevant Articles, materials or substances. In addition, so that the safety information can reach users without delay, the Contractor shall send a copy preferably as an email with attachment(s) in Adobe PDF® or MS WORD® format, or, if only hard copy is available, to the addresses below:

5.8.1 hard copies to be sent to:

Hazardous Stores Information System (HSIS)
Defence Safety and Environment Authority (DSEA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1 #_H019
MOD Abbey Wood (North)
Bristol BS34 8QW

5.8.2 Emails to be sent to:

DSA-DLSR-MovTpt-DGHSIS@mod.uk

5.9 Notwithstanding the Authority's right to terminate this Contract in accordance with Clause 64.13 and 64.14 of this Contract. Failure by the Contractor to comply with the requirements of this Paragraph 5 shall be grounds for rejecting the affected Articles.

5.10 In exercising its rights or remedies under this Paragraph 5, the Authority shall act in a reasonable and proportionate manner having regard to the gravity of the failure.

PART F

6 SECOND HAND MATERIEL

6.1 If the Contractor wishes meet the requirements of any part of this Contract by the supply or incorporation of any materiel which is second

6.2 hand and/or has been previously used in any application, the Contractor shall ensure that all such materiel is capable of meeting the full requirements and characteristics (including performance, life expectancy, wear, reliability and reparability) of materiel which is not second

6.3 hand or has not been previously used in any application.

6.4 Without prejudice to Paragraph 6.5, the Contractor shall not use any materiel which is second hand and/or has been previously used in any application, unless the Contractor makes available to the Authority documentary evidence demonstrating full material traceability and design provenance through the supply chain.

6.5 If the Contractor supplies materiel in breach of this Paragraph 6 (Second Hand Materiel), the Authority's acceptance of, or lack of objection to, such materiel shall not constitute a waiver of that breach.

PART G

7 MARKING OF ARTICLES

7.1 For the purposes of this Paragraph 7

7.1.1 The Contractor shall mark each Article clearly and indelibly in accordance with the requirements of the relevant Def Stan. In the absence of such requirements, the Articles shall be marked with the MOD stock reference NATO Stock Number (NSN) or Part Number. Any marking method used shall not have a deleterious effect upon the strength, serviceability or corrosion resistance of the Articles.

7.2 The marking shall include any serial numbers allocated to the Article and, if the Article has a limited shelf life, the cure date/date of manufacture expressed as required by the DEF-STAN or, in the absence of such requirement, as month (letters) and year (last two figures).

7.3 Where because of its size or nature it is not possible to mark an Article with the required particulars, these should be included on the package or carton in which the Article is packed, in accordance with Appendix 9 to Schedule 15 (*Forms and Appendices Referenced in the Contract*) to this Contract and in accordance with paragraph 4.12.1 this Schedule 11.

7.4 General guidance on the marking of Articles is contained in DEF-STAN 05.

PART H

8 TRANSPORT

8.1 The Contractor shall be responsible for transporting all Articles under this Contract in accordance with Schedule 2 (*Statement of Work*).

PART I

9 USE OF ASBESTOS

In this Paragraph 9:

9.1 "Asbestos" shall have the same meaning as "asbestos" defined in Regulation 2 of the Control of Asbestos Regulations 2012 (COAR).

Prohibition of Asbestos

9.2 Subject to Paragraphs 9.3, 9.4 and 9.5, no asbestos of any type shall be incorporated into any of Articles to be supplied under this Contract.

Notification

9.3 The Contractor may incorporate asbestos into such Articles where there is no suitable alternative which would meet the requirements of HM Forces, as specified by the Authority in this Contract, provided the Authority has given its prior consent in writing.

9.4 The Contractor shall notify the Authority in writing as soon as it becomes aware that the use of asbestos may be required to meet the requirements of this Contract. In such cases the Authority shall consider giving its consent to the use of asbestos in accordance with Paragraph 9.3, and the Contractor shall not incorporate any asbestos into any of the Articles until such consent has been given by the Authority in writing.

Exemption

9.5 The Secretary of State for Defence may issue a Defence Exemption Certificate under the REACH Enforcement Regulations (2008) Regulation (EC) No 1907/2006 (as amended 2008 (the "Regulations") exempting the Contractor from parts of the Regulations. The Contractor may incorporate Asbestos into Articles and/or material supplied, or use or process it in the performance of this Contract in accordance with the conditions set out in the Certificate.

9.6 If, at any stage during the Contract Period, an alternative substance becomes available, the Contractor shall bring this to the attention of the Authority's Representative immediately, by notice in writing. The Authority shall then determine, in consultation with the Contractor and the Health and Safety Executive where appropriate, whether the substance would be suitable for incorporation into any Articles or material which have yet to be supplied under this Contract. The Authority may require the Contractor to suspend any further production of Articles or material or Contractor Deliverables, pending such determination, thereby relieving the Contractor (for the time being) of any contractual obligations to provide such Articles, material or Contractor Deliverables. In the event that the Authority determines that the alternative substance would be suitable for incorporation into such Articles or material or Contractor Deliverables in lieu of Asbestos, the Authority may vary its requirements in the light of any such determination in accordance with Clause 71 of this Contract.

9.7 If, at any stage during the Contract Period, the Secretary of State for Defence issues a further certificate which varies or revokes any Defence Exemption Certificate granted in accordance with the REACH Regulations, the effect of which is that any further supply of the Articles or Contractor Deliverables under this Contract would be prohibited by the REACH Regulations, the Contractor shall, on becoming aware of the further certificate, immediately refrain from incorporating Asbestos into any such Articles or Contractor Deliverables and shall provide the Authority with written confirmation of this within 2 (two) Business Days. The Authority reserves the right to vary its requirements in the light of any such decision in accordance with Clause 71.

9.8 The Contractor shall obtain from the Health and Safety Executive or the Secretary of State for Defence as appropriate, an exemption from the requirements of the COAR under Regulation 29 or 30 where an exemption is necessary for the performance of this Contract.

PART J

10 TIMBER AND WOOD-DERIVED PRODUCTS

10.1 In respect of Timber and Wood-Derived Products the Contractor shall comply with the provisions of this Paragraph 10 (Timber and Wood-Derived Products), the following words and expressions shall have the meanings set out respectively against them:

10.1.1 “CPET” means the UK Government’s Central Point of Expertise for Timber;

10.1.2 “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;

10.1.3 “Evidence” means either:

10.1.3.1 an invoice or delivery note from the timber supplier or sub-contractor to the Contractor specifying that the product supplied to the Authority is Forest Stewardship Council FSC or Programme for the Endorsement of Forest Certification PEFC certified; or

10.1.3.2 other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;

10.1.4 “Independent Verification” means that an evaluation is undertaken and reported by an individual or body:

10.1.4.1 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

10.1.4.2 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 Assessments and Accreditation of Conformity Assessment Bodies or equivalent”;

10.1.5 “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;

10.1.6 “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. This Paragraph 10 (Timber and Wood-Derived Products) uses Recycled Timber to cover:

10.1.6.1 pre consumer reclaimed wood and wood fibre and industrial by products but excluding sawmill co-products which fall within the category of Virgin Timber;

10.1.6.2 Post consumer reclaimed wood and wood fibre, and driftwood;

10.1.6.3 Reclaimed timber abandoned or confiscated at least ten (10) Years previously;

10.1.7 “Virgin Timber” means Timber and Wood-Derived Products that do not include Recycled Timber;

10.1.8 “Short-Rotation Coppice” means a specific management regime whereby the poles of tress 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 and;

10.1.9 “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 Authority issued this Contract shall apply.

Requirements for Timber

10.2 All Timber and Wood-Derived products supplied by the Contractor under this Contract (including all Timber and Wood-derived Products supplied by Sub-Contractors):

10.2.1 shall comply with Schedule 2 (*Statement of Work*) and Schedule 3 (*Quality Requirements*); and

10.2.2 must originate either:

10.2.2.1 from a Legal and Sustainable source; or

10.2.2.2 from a FLEGT-licensed or equivalent source.

10.3 In addition to the requirements of Paragraph 10.2 above, all Timber and Wood-Derived products supplied by the Contractor under this Contract (including all Timber and Wood-derived Products supplied by Sub-Contractors) shall originate from a forest source where management of the forest has full regard to:

10.3.1 identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;

10.3.2 mechanisms for resolving grievances and disputes including those related to tenure and use rights, to forest management practices and to work conditions; and;

10.3.3 safeguarding the basic labour rights and health and safety of forest workers.

Requirements for Proof of Timber Origin

10.4 If requested by the Authority, the Contractor shall provide the Authority evidence that the Timber and Wood-Derived Products supplied to the Authority under this Contract complies with the requirements of Paragraph 10.2 or 10.3 or both.

10.5 The Authority reserves the right at any time during the execution of this Contract and for a period of 5 (five) Years from final delivery under this Contract to require the Contractor to produce the evidence required for the Authority’s inspection within 14 (fourteen) days of the Authority’s request.

10.6 If the Contractor has already provided the Authority with the evidence required under Paragraph 10.4, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the evidence remains valid and satisfies the provisions of Paragraphs 10.2 and 10.3 .

10.7 The Contractor shall maintain records of all Timber and Wood-Derived Products, delivered to and accepted. by the Authority, in accordance with Clause 27 of this Contract.

Recycled Timber

10.8 Notwithstanding Paragraph 10.4, if exceptional circumstances render it strictly impractical for the Contractor to record evidence of proof of origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

10.8.1 a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and

10.8.2 an explanation of the circumstances that rendered it impractical to record evidence of proof of timber origin.

Independent Verification

10.9 The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the evidence submitted to it demonstrates compliance with Paragraphs 10.2 and 10.3. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an "Independent Verification" and resulting report that:

10.9.1 verify the forest source of the timber or wood; and

10.9.2 assess whether the source meets the relevant criteria of Paragraph 10.3.

Statistical Reporting

10.10 The statistical reporting requirement at Paragraph 10.11 applies to all Timber and Wood-Derived Products delivered under this Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for compliance with the Government's Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Clause 71 (Contract Changes) of this Contract.

10.11 The Contractor shall provide to the Authority using DEFFORM 691A, the data or information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under this Contract. The Contractor shall send all completed DEFFORMs 691A, including nil returns where appropriate, to the Authority's Representative.

10.12 DEFFORM 691A may be amended by the Authority from time to time, in accordance with Clause 71 (Contract Changes) of this Contract.

PART K

11 QUALITY ASSURANCE – REQUIREMENT FOR A CERTIFICATE OF CONFORMITY

11.1 The Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Statement of Work) Paragraph 2.17 and paragraph 5 (*Quality Plan*) to Schedule 3 to this Contract (*Quality Standards and Requirements*). One copy of the CofC shall be sent to the Authority (Box 2 Appendix 1 to this Contract) upon delivery and one copy shall be provided with the Articles or to the recipient of the Service.

11.2 The CofC shall be considered by the Contractor as a record and Clause 27 of the Contract (*Contractor's Records*) shall apply.

11.3 The information provided on the CofC shall include:

11.3.1 Contractor name and address;

11.3.2 Contractor unique CofC reference number;

11.3.3 Contract number and where applicable Contract Amendment number;

11.3.4 Details of any approved concessions;

11.3.5 Acquirer name and organisation;

11.3.6 Delivery address;

11.3.7 Contract Item Number from the Schedule of Requirements;

11.3.8 Description of Article or Service including part number, Specification and configuration status;

11.3.9 Identification marks, batch and serial number(s) in accordance with the Specification;

11.3.10 Quantities;

11.3.11 A signed and dated statement by the Contractor that Articles or Services provided comply with the requirements of the Contract, and approved concessions; and,

11.3.12 Exceptions or additions to the above are to be documented.

11.4 Where the Schedule of Requirements and any applicable Quality Plan requires demonstration of traceability and design provenance through the supply chain, the Contractor shall include in any relevant Sub-Contract the requirement for the information called for at paragraph 11.3. The Contractor shall ensure that this information is available to the Authority through the supply chain, upon request in accordance with Clause 27 of the Contract (*Contractor's Records*).