



Ministry of Defence

DESA DSS Team

Contract No: 707973450

For:

**The Collection, Storage, Marketing and Disposal of
Commercial Assets in the United Kingdom**

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

Team Name and address:

**DESA DSS
C16 C Site
Ploughley Road
Arncott
Bicester
OX25 2LD**

E-mail Address: [REDACTED]

Telephone Number: [REDACTED]

And

Contractor Name and address:

**Ramco (UK) Limited
Church Road South
Skegness
PE25 3RS**

E-mail Address: [REDACTED]

Telephone Number: [REDACTED]

Contract Terms and Conditions

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Terms and Conditions

Standardised Contracting Terms

SC2

SC2 (Edn 09/23)

General Conditions

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) they have the full capacity and authority to enter into, and to exercise their rights and perform their obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against themselves or a Subcontractor which would adversely affect the Contractor's ability to perform their obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force they shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for the winding-up of the company or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under

the Contract may be taken or done only by the person (or its nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.

(7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

4. Governing Law

a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.

b. Subject to clause 4.d and Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.

d. If the Parties pursuant to the Contract agree that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause 4.a, 4.b and 4.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

(2) Clause 40.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.

f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as their agents to accept on their behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to the Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

- (1) Conditions 1 - 44 (and 45 - 47, if included in the Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
- (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
- (3) the remaining Schedules; and
- (4) any other documents expressly referred to in the Contract.

b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Formal Amendments to the Contract

a. Except as provided in Condition 31 and subject to clause 6.c, the Contract may only be amended by the written agreement of the Parties (or their duly authorised representatives acting on their behalf). Such written agreement shall consist of:

- (1) the Authority Notice of Change under Schedule 4 (Contract Change Control Procedure) (where used) and;
- (2) the Contractor's unqualified acceptance of the contractual amendments as evidenced by the DEFFORM 10B duly signed by the Contractor.

b. Where required by the Authority in connection with any such amendment, the Contractor shall (as so required) confirm that any existing Parent Company Guarantee is sufficiently comprehensive so as to cover and support all of the Contractor's liabilities and obligations under and in connection with the Contract (as amended by such amendment) or provide a revised Parent Company Guarantee with such DEFFORM 10B to achieve the same purposes.

c. Where the Authority wishes to amend the Contract to incorporate any work that is unpriced at the time of amendment:

(1) if the Contract is not a Qualifying Defence Contract, the Authority shall have the right to settle with the Contractor a price for such work under the terms of DEFCON 643 (SC2) or DEFCON 127. Where DEFCON 643 (SC2) is used, the Contractor shall make all appropriate arrangements with all its Subcontractors affected by the Change or Changes in accordance with clause 5 of DEFCON 643 (SC2); or

(2) if the Contract is a Qualifying Defence Contract, the Contract Price shall be redetermined on amendment in accordance with the Defence Reform Act 2014 and Single Source Contract Regulations 2014 (each as amended from time to time).

Changes to the Specification

d. The Specification forms part of the Contract and all Contract Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification.

e. The Contractor shall use a configuration control system to control all changes to the Specification. The configuration control system shall be compatible with ISO 9001 (latest published version) or as specified in the Contract.

7. Authority Representatives

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this Condition 7.

b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Formal Amendments to the Contract).

8. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

(1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

9. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

10. Assignment of Contract

Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

11. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

12. Transparency

- a. Notwithstanding any other term of this Contract, including Condition 13 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information and Publishable Performance Information to the general public.
 - b. Subject to clause 12.c the Authority shall publish and maintain an up-to-date version of the Transparency Information and Publishable Performance 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 and Publishable Performance 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 and Publishable Performance Information in its entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information and Publishable Performance 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 and Publishable Performance Information, in accordance with the principles set out above, including through compliance with the requirements relating to the preparation of Publishable Performance Information set out in clause 12.e to 12.i.
- 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), for the avoidance of doubt, including Sensitive information;
- (2) taking account the Sensitive Information set out in Schedule 5, 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.

Publishable Performance Information

- e. Within three (3) months of the effective date of Contract the Contractor shall provide to the Authority for its approval (such approval shall not be unreasonably withheld or delayed) a draft Publishable Performance Information KPI Data Report consistent with the content requirements of Schedule 9.
- f. If the Authority rejects any draft Publishable Performance Information the Contractor shall submit a revised version of the relevant KPI Data Report for further approval by the Authority with five (5) business days of receipt of any notice or rejection, taking account of any recommendations for revision and improvement to the report provided by the Authority. This process shall be repeated until the parties have an agreed version of the Publishable Performance Information.
- g. The Contractor shall provide an accurate and up-to-date version of the KPI Data Report to the Authority for each quarter at the frequency referred to in the agreed Schedule 9.
- h. Any dispute in connection with the preparation and/or approval of Publishable Performance Information, other than under clause 12.f, shall be resolved in accordance with the dispute resolution procedure provided for in this Contract.
- i. The requirements of this Condition are in addition to any other reporting requirements in this Contract.

13. Disclosure of Information

- a. Subject to clauses 13.d to 13.i and Condition 12 each Party:
 - (1) shall treat in confidence all Information it receives from the other;
 - (2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;
 - (3) shall not use any of that Information otherwise than for the purpose of the Contract; and
 - (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
 - (1) is disclosed to their employees and Subcontractors, only to the extent necessary for the performance of the Contract;and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that their employees are aware of the Contractor's arrangements for discharging the obligations at clauses 13.a and 13.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. A Party shall not be in breach of Clauses 13.a, 13.b, 13.f, 13.g and 13.h to the extent that either Party:
 - (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

- (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
- (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.

f. The Authority may disclose the Information:

- (1) to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes. Where such a disclosure is made the Authority shall ensure that the recipient is made aware of its confidentiality;
- (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (4) subject to clause 13.g below, on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with the Contract;
- (5) subject to clause 13.g below, on a confidential basis for the purpose of the exercise of its rights under the Contract; or
- (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Condition.

g. Where the Authority intends to disclose Information to a commercial entity which is not a Central Government Body in accordance with clauses 13.f.(4) or 13.f.(5) above, the Authority will endeavour to provide the Contractor with 3 Business Days' notice in advance of such disclosure. In relation to a disclosure of Information made under clause 13.f.(3) above, if reasonably requested by the Contractor within 2 Business Days of such notice being given, where the Authority has not already done so, it will endeavour to procure from the intended recipient of the Information an agreement containing confidentiality terms the same as, or substantially similar to, those placed on the Authority under this Condition.

h. Before sharing any Information in accordance with clause 13.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

i. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that their representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

j. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

14. Publicity and Communications with the Media

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

15. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 15.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Subcontractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: [REDACTED]

c. The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to contract award.

d. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 15.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

e. If the Authority exercises its right to terminate in accordance with clause 15.d the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 15.e must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

f. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the Authority's rights set out in this Condition.

16. Environmental Requirements

The Contractor shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

17. Contractor's Records

- a. The Contractor and their Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and their Subcontractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 17.a of this Condition, and subject to the provisions of Condition 13 (Disclosure of Information), the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
- (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment,
- whichever occurs latest.

18. 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 Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), 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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately 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.

19. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that their Contractor's representatives are suitably qualified to attend such meetings.
- b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:
 - (1) performance/Delivery of the Contractor Deliverables;
 - (2) risks and opportunities;
 - (3) any other information specified in Schedule 3 (Contract Data Sheet); and
 - (4) any other information reasonably requested by the Authority.

Supply of Contractor Deliverables

20. Supply of Contractor Deliverables and Quality Assurance

- a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.
- b. The Contractor shall:
 - (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
 - (2) discharge their obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.
- c. The provisions of clause 20.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.
- d. The Contractor shall:
 - (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
 - (2) notify the Authority as soon as they become aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
 - (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

21. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), 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 Schedule 2 (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 22 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

22. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the PPQ. If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.
- (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all Subcontractors.
- (4) Where the Contractor or any of their Subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.

b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition, the following requirements apply:

- (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
- (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables 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:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, 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 clauses 22.i to 22.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 22.i to 22.k.

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

- (1) The Health and Safety At Work Act 1974 (as amended);
- (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
- (3) The REACH Regulations 2007 (as amended); and
- (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).

d. 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:

- (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
- (2) The Air Navigation (Amendment) Order 2019.

e. As soon as possible, and in any event no later than one 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 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).

f. The Contractor shall comply with the requirements for the design of MLP which include clauses 22.f and 22.g as follows:

(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 their quality systems and military package design expertise are of an equivalent standard.

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

DES LSOC SpSvcs--SptEng-Pkg1

MOD Abbey Wood

Bristol, BS34 8JH

Tel. [REDACTED]
[REDACTED]

(b) The MPAS Documentation is also available on the DStan website.

(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).

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

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

(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.

(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 clause 22.f.(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.

(8) The documents supplied under clause 22.f.(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.

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

(1) If the Contractor or their Subcontractor is the PDA they shall:

(a) On receipt of instructions received from the Authority's representative nominated in Box 2 Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 22.f.

(b) Where the Contractor or their Subcontractor is registered, they shall, on completion of any design work, provide the Authority with the following documents electronically:

i. a list of all SPIS which have been prepared or revised against the Contract; and

- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 22.g.(1)(b).
- (2) Where the Contractor or their Subcontractor is not the PDA and is un-registered, 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, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their Subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, they shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 22.g.(1)(b).
- (4) Where the Contractor or their Subcontractor is not a PDA but is registered, they shall follow clauses 22.g.(1)(a) and 22.g.(1)(b).
- h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.
- i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:
 - (1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:
 - (a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.
 - (b) Each consignment package shall be marked with details as follows:
 - i. name and address of consignor;
 - ii. name and address of consignee (as stated in the Contract or order);
 - iii. destination where it differs from the consignee's address, normally either:
 - (i). delivery destination / address; or
 - (ii). 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;
 - iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.
 - (i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 22.I.
 - (2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:
 - (a) description of the Contractor Deliverable;
 - (b) the full thirteen digit NATO Stock Number (NSN);
 - (c) the PPQ;
 - (d) maker's part / catalogue, serial and / or batch number, as appropriate;
 - (e) the Contract and order number when applicable;
 - (f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

- (g) shelf life of item where applicable;
- (h) 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);
- (i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and
- (j) any additional markings specified in the Contract.

j. 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:

- (1) the full 13-digit NSN;
- (2) denomination of quantity (D of Q);
- (3) actual quantity (quantity in package);
- (4) manufacturer's serial number and / or batch number, if one has been allocated; and
- (5) the CP&F-generated unique order identifier.

k. 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 initially be referred to the organisation nominated in Box 3 of Annex A to Schedule 3 (Contract Data Sheet).

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

- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables 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.
- (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. 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;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents 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;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.

m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 6 (Formal Amendments to the Contract).

- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (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).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. 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 Condition 17 (Contractor's Records).
- q. This Condition 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 and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements (STANAGs), and further information are available from the DStan internet site at: <https://www.dstan.mod.uk/>
- t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.
- u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

23. 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 Condition 17 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 23.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.

24. Supply of Data for Hazardous Materials or Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. The Contractor shall provide to the Authority:
 - (1) 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);
 - (2) 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
 - (3) 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 Contractor, 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 24.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 clause 24.i below; 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. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Substances, Mixtures and Articles in Contractor Deliverables Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).
- e. 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.
- f. 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 in Schedule 6 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- g. If the Substances, Mixtures or Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details in Schedule 6 of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under clause 24.b.(1) and 24.c.(1), any information arising from the provisions of clauses 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Point of Contact as specified in the Schedule 3 as soon as practicable, and no later than one (1) month prior to the Contract delivery date, unless otherwise stated in Schedule 3 (Contract Data Sheet).

i. 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, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260,

MOD Abbey Wood (South)

Bristol BS34 8JH

(2) Emails to be sent to:

[REDACTED]

j. SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.

k. 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 Substances, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 43 (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 43.

l. 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.

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

(1) shall comply with the Contract Specification; and

(2) must originate either:

(a) from a Legal and Sustainable source; or

(b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

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

(2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and

(3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and

confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 17 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record Evidence of proof of timber origin.

h. 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 clause 24.a or 24.b, or both. 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 will:

- (1) verify the forest source of the timber or wood; and
- (2) assess whether the source meets the relevant criteria of clause 25.b.

i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Formal Amendments to the Contract).

j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including nil returns where appropriate, to the Authority's Representative (Commercial).

k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Formal Amendments to the Contract).

l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:

- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
- (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

- b. Each CofC should include the wording "Certificate of Conformity" in the title of the document to allow for easy identification. One CofC is to be used per NSN/part number; a CofC must not cover multiple line items.
- c. The Contractor shall consider the CofC to be a record in accordance with Condition 17 (Contractor's Records).
- d. The Information provided on the CofC shall include:
 - (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) details of any approved concessions;
 - (5) acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) description of Contractor Deliverable, including part number, specification and configuration status;
 - (9) NATO Stock Number (NSN) (where allocated);
 - (10) identification marks, batch and serial numbers in accordance with the Specification;
 - (11) quantities;
 - (12) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

- e. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.d. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 17 (Contractor Records).

27. Access to Contractor's Premises

- a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to their premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.
- b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such Subcontractors.

28. Delivery / Collection

- a. Schedule 3 (Contract Data Sheet) 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. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:
 - (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
 - (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
 - (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
 - (4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

(1) contact the Authority's Representative (Transport) as detailed in box 10 of Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

(1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or

(2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection and Counterfeit Materiel

Rejection:

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of the Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.

b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified, the Contractor Deliverables shall be deemed to be accepted within a reasonable period of time.

Counterfeit Materiel:

c. Where the Authority suspects that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall:

(1) notify the Contractor in writing of its suspicion and reasons therefore;

(2) where reasonably practicable, and if requested by the Contractor within 10 Business Days of such notification, (at the Contractor's own risk and expense and subject to any reasonable controls specified by the Authority) afford the Contractor the facility to (i) inspect the Contractor Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.

(3) at its discretion, provide the Contractor with a sample of the Contractor Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense);

(4) give the Contractor a further 20 Business Days or such other reasonable period agreed by the Authority, from the date of the inspection at 30.c.(2).(i) or the provision of a sample at 30.c.(2).(ii), to comment on whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel; and

(5) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Contractor Deliverable or consignment meets the definition of Counterfeit Materiel.

d. Where the Authority has determined that the Contractor Deliverable, part or consignment of Contractor Deliverables contain Counterfeit Material then it may reject the Contractor Deliverable, part or consignment under 30.a and 30.b (Rejection), and provide written notification to the Contractor of the rejection.

e. In addition to its rights under 30.a and 30.b (Rejection), where the Authority has determined that any Contractor Deliverable or consignment of Contractor Deliverables contains Counterfeit Materiel, it shall be entitled to:

(1) retain any Counterfeit Materiel; and/or

(2) retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Condition 29 (Acceptance).

f. Where the Authority intends to exercise its rights under clause 30.e, the Contractor may, subject to the agreement of the Authority (and at the Contractor's own risk and expense and subject to any reasonable controls and timeframe agreed), arrange for:

(1) the separation of Counterfeit Materiel from any Contractor Deliverable or part of a Contractor Deliverable; and/or

(2) the removal of any Contractor Deliverable or part of a Contractor Deliverable that the Authority is reasonably satisfied does not contain Counterfeit Materiel.

g. In respect of any Contractor Deliverable, consignment or part thereof that is retained in accordance with clause 30.e, including where the Authority permits the Contractor to remove non-Counterfeit Materiel under clause 30.f but the Contractor fails to do so within the period agreed and subject to clause 30.k, the Authority shall be entitled to exercise any, all, or any combination of, the following rights:

(1) to dispose of it responsibly, and in a manner that does not permit its reintroduction into the supply chain or market;

(2) to pass it to a relevant investigatory or regulatory authority;

(3) to retain conduct or have conducted further testing including destructive testing, for further investigatory, regulatory or risk management purposes. Results from any such tests shall, at the discretion of the Authority, be shared with the Contractor; and/or

(4) to recover the appropriate, attributable, and reasonable costs incurred by the Authority in respect of testing, storage, access, and/or disposal of it from the Contractor;

and exercise of the rights granted at clauses 30.g.(1) to 30.g.(3) shall not constitute acceptance under Condition 29 (Acceptance).

h. Any scrap or other disposal payment received by the Authority shall be off set against any amount due to the Authority under clause 30.g.(4). If the value of the scrap or other disposal payment exceeds the amount due to the Authority under clause 30.g.(4) then the balance shall accrue to the Contractor.

i. The Authority shall not use a retained Contract Deliverable or consignment other than as permitted in clauses 30.c – 30.k.

j. The Authority may report a discovery of Counterfeit Materiel and disclose information necessary for the identification of similar materiel and its possible sources.

k. The Contractor shall not be entitled to any payment or compensation from the Authority as a result of the Authority exercising the rights set out in clauses 30.c – 30.k except:

(1) in relation to the balance that may accrue to the Contractor in accordance with clause 30.h; or

(2) where it has been determined in accordance with Condition 40 (Dispute Resolution) that the Authority has made an incorrect determination in accordance with clause 30.c.(5). In such circumstances the Authority shall reimburse the Contractors reasonable costs of complying with clause 30.c.

31. Diversion Orders

a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.

b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.

c. The Authority reserves the right to cancel the Diversion Order.

d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.

e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.

f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to their own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

Licences and Intellectual Property

33. Import and Export Licences

a. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor. The Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: His Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

- (b) the end use as: For the Purposes of HM Government; and
- (2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".
- c. If the Contractor or any Subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that Subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.
- d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.
- e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:
- (1) the Contractor shall, or procure that the Contractor's Subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the Contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and
- (2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.
- f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.
- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.

k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:

- (1) a non-UK export licence, authorisation or exemption; or
- (2) any other related transfer or export control,

that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).

l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to clause 33.k.(1) or 33.k.(2), they shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.

m. If the information to be provided under clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of clause 33.l.

n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which they become or are aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clause 33.l or 33.m of which they become aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those clauses by issuing an updated DEFFORM 528 to the Authority.

p. Where following receipt of materiel from a Subcontractor or any of their other suppliers restrictions are notified to the Contractor by that Subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 10 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 10 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.

q. If the restrictions prevent the Contractor from performing their obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in accordance with Condition 6 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with clause 33.l, termination under clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of clause 32.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform their obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Formal Amendments to the Contract) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from their obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

b. If the Information required under clause 34.a has been notified previously, the Contractor may meet their obligations by giving details of the previous notification.

c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:

- (1) the Authority has made or makes an admission of any sort relevant to such question;
- (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
- (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949;
- (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

- (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, their officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, their officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or

indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) the Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) following a notification under clause 34.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at their own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

q. 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

r. Where any of the conditions listed below (1 to 3) have been added to the Conditions of the Contract as project specific DEFCONs at Clause 45, or where required by Clauses 34.a. - 34.q., 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 10 (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.
- s. 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 10.
- t. Any amendment to Schedule 10 shall be made in accordance with Condition 6.

Pricing and Payment

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to clause 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36.b 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 36.a, 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 36.a 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 36.c 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 the 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.

37. Value Added Tax

- a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.
- b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of their business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult their Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, they shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless they propose to challenge the ruling. Where the Contractor challenges the ruling they shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring they take into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under the Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 10 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f;
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c.(2).

- b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- c. The Contractor shall ensure that the Assignee:
 - (1) is made aware of the Authority's continuing rights under clauses 38.a.(1) and 38.a.(2); and
 - (2) notifies the Authority of the Assignee's contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a.(1) and 38.a.(2).
- d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a subcontract, they shall cause a term to be included in such subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with clause 39.b.(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b.(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that subcontract to include in any subcontract which it awards, provisions having the same effect as clauses 39.b.(1) to 39.b.(4).

Termination

40. 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 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b 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, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

- a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if:
 - (a) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on them; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in clauses 41.a.(9) to 41.a.(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

c. The Contractor shall not do, and warrants that in entering the Contract they have not done any of the following (hereafter referred to as 'prohibited acts'):

- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other Contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.

- (2) enter 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 them or on their behalf, or to their 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.
- d. If the Contractor, their employees, agents or any Subcontractor (or anyone acting on their behalf or any of their employees) does any of the prohibited acts or commits 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, the Authority shall be entitled:
- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, 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 performing, the prohibited act;
 - (2) give all 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 their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether their own or that of a Subcontractor or anyone acting on their behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in His Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) Business Days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b.(2) and 42.b.(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:

- (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
- (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (a) all such unused and undamaged materiel; and
 - (b) Contractor Deliverables in the course of manufacture,
 that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
- (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
 - (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c.(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) Business Days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. 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.
- b. Where the Authority has terminated the Contract under clause 43.a 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, including but not limited to any costs and expenses incurred by the Authority in:
 - (1) carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
 - (2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

The termination of the Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination. The Conditions that expressly or by implication have effect

after termination shall continue to be enforceable even after termination.

45 Project specific DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 076 (SC2)

DEFCON 76 (SC2) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 532B (SC2)

DEFCON 532B (SC2) (Edn 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 630 (SC2)

DEFCON 630 (SC2) (Edn. 02/18) - Framework Agreements

DEFCON 565

DEFCON 565 (Edn 07/23) - Supply Chain Resilience and Risk Awareness

DEFCON 658 (SC2)

DEFCON 658 (SC2) (Edn. 10/22) - Cyber

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	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: The Defence Equipment Sales Authority, C16, C Site, Bicester OX25 2LD
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: Ramco (UK) Limited. Church Road South, Skegness, Lincolnshire. PE25 3RS [REDACTED]. We acknowledge our position as Processor under this contract and that the Authority is the Controller.
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: As yet unknown but typically form clients from whom we deliver services or customers to whom we sell assets. Details will include:

	Title Forename Surname Address Telephone Number E-mail address Company name (Companies only) Company address (Companies only) Business landline Alternative telephone number Position in Company Vehicle registration number Interests Date/time of services used Details of transactions between us our clients and customers
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p>PR Sales, auction customers (members of the public and commercial traders).</p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p>Not applicable</p>

<p>Subject matter of the processing</p>	<p>The processing activities to be performed under the contract are as follows:</p> <p>Provision of sufficient information to support Management Information Governance Assurance and Data Analysis. In accordance with the Data Protection Act 2018, Ramco has a number of policies and measures in place in order to protect the data that comes into our possession. We have a transparent GDPR Privacy Statement that is reviewed at least annually to ensure any changes to internal systems or law/ regulation are identified, appraised and reflected upon in an updated version.</p> <p>Our Privacy Statement, which is available to the public, includes:</p> <p>What information we collect</p> <p>How we use this information</p> <p>Details of legitimate interest in order for us to carry out our activities</p> <p>How we share this information – we don't</p> <p>How long we keep the information for</p> <p>The individual's rights</p> <p>Complaints procedure and Information Commissioner's Office contact details</p>
<p>Nature and the purposes of the Processing</p>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>The purpose of data processing is to facilitate the delivery of a collection, storage, marketing and sale process for commercial assets.</p> <p>Ramco auction events, whereby customers can express an interest in a specific asset, register to bid and purchase.</p> <p>Processing Management Information to enter on to MOD systems.</p>

<p>Technical and organisational measures</p>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>Ramco is Cyber Essentials Plus certified and has a variety of systems and processes to protect the company's IT hardware, software and information. Measures in place to protect data include:</p> <p>Restricted access to databases, with rights set according to staff duties.</p> <p>Restriction on what data is stored, i.e. name, address, contact details, interests, date/time services used, details of transactions between us.</p> <p>Data minimisation, i.e. only collect and retain the minimum amount of data necessary.</p> <p>Inability to mass download database lists or transfer data outside of Ramco systems.</p> <p>Strong network security including firewalls, malware, ransomware and virus protection software.</p> <p>Employee training programmes to educate our staff and subcontractors on best practice.</p> <p>Disaster recovery plan to ensure a strategy is in place, within defined roles, in case of a security breach.</p> <p>Ramco is ISO 22310 Business Continuity Management accredited and have assessed the wide range of risks to the company. ATG, who provide our Timed Online Auction software, have an in-house Data Protection Officer who is responsible for managing the company's compliance with GDPR.</p> <p>As software developers, they have specific policies in place to ensure marketing is only sent to marketplace opt-ins. They are also responsible for cleansing and requests for data removal where bidders place a request or a time limit is reached.</p>
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	All data is stored in dedicated AWS-provided servers with best practice software solutions and infrastructure to protect the data. ATG work to the standards of ISO 9001 and ISO 27001.
Instructions for disposal of Personal Data	<p>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):</p> <p>Registered bidder details are retained for eight weeks, to allow for the completion of associated MI analysis. Sales purchaser invoice details, details of default payment customers are retained for seven years.</p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>The processing term will be for the duration of the Contract period. In the event that post auction data processing is required after the Contract end period (e.g. auction event takes place close to end of Contract period and post-sale actions, i.e. transfer of sales purchaser data are necessary), we will ensure that all activities are fully resolved to the Authority's satisfaction.</p>

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

DEFCON 658 - Cyber Risk Profile - Very Low

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

Supply Chain Data - Narrative

Supply Chain Data

1. Definitions

1.1 In this Condition 'Subcontractor' means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.

Contractor Obligations

2.1 The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

- a. The registered name of the Subcontractor;
- b. The company registration number and DUNS number;
- c. Value, for all Subcontracts over £1m;
- d. A description of the goods or services provided;
- e. In respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and
- f. In respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

2.2 The information listed in Condition 2.1 above shall be provided within 30 days of the Contract start date and thereafter updated annually to reflect any changes to the accuracy of the information.

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

Russian and Belarusian Exclusion Condition for Inclusion in Contracts

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 - a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 - b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.
4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

General Conditions

Third Party IPR Authorisation

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.

46 Special conditions that apply to this Contract

Narrative Conditions

SPECIAL CONDITION 46

ADDITIONAL NARRATIVE CONDITIONS SPECIFIC TO THIS REQUIREMENT

Please note that some of the standard conditions are very unlikely to apply to this requirement, but cannot be removed, specifically these are:

Condition 21 – Marking of Contractor Deliverables (this only applies if goods are being supplied to the customer).

Condition 22 – Packaging and Labelling (this only applies if goods are being supplied which are going into stores).

Condition 23 – Plastic Packaging Tax – this only applies if goods are going into stores.

Condition 24 – Supply of Data for Hazardous Materials or Substances – this only applies if new goods are being supplied containing Hazardous Materials.

Condition 25 – Timber and Wood-Derived Products – this only applies if new goods are being supplied which are made of timber or wood, it does not apply to pallets used for delivery.

Condition 26 – Certificate of Conformity – this only applies if new products are being supplied which need this.

1. Definition of Commercial Assets

1.1. For the purposes of this Framework Agreement, Clothing & Textiles and Miscellaneous Assets (hereafter referred to as Commercial Assets) shall be defined as all items listed in the Statement of Requirements (Annex A to Schedule 2).

2. Title to Commercial Assets

2.1. For items which are within the scope of the Framework Agreement and are for recovery, or disposal or destruction with no residual value, then Title will pass to the Contractor on collection.

2.2. For items which have a residual value and will be recycled or sold, then Title will pass to the Contractor just prior to sale.

2.3. For items which are outside the scope of the Framework Agreement, then the Contractor must revert to the Authority (following the GRIE process detailed in clause 13 of this condition 46), and Title will remain with the Authority until a decision is made and the Contractor is advised if they can dispose of or sell the item or whether it has to be returned to the Authority.

2.4. The Contractor shall ensure that all subcontractors and other persons dealing with Commercial Assets (or any part thereof) are aware that Title in the Commercial Assets vests in the Authority at all times until either of the following circumstances arise:

2.5. For a Government-to-Government Sale, as the Contractor is not party to such a sale, once the Authority has received the full payment in cleared funds from the G2G Customer, the Authority will confirm to the Contractor that Title in the Commercial Asset (or any part thereof) has passed to the G2G Customer.

2.6. For a Contractor to Customer Sale, Title to any Commercial Asset shall not pass from the Authority to the Contractor until immediately before the time at which a resale of that Commercial Asset to a Customer becomes effective.

2.7. For any gifting of Commercial Assets by the British Government to a foreign government, in this event the Authority will confirm to the Contractor that Title in the Commercial Asset (or any part thereof)

has passed to the foreign Government.

3. Warranty

3.1. The Authority gives no warranty whatsoever whether express or implied as regards the description, state, quality or condition of the Commercial Assets, or its fitness or suitability for any particular sales, disposal route. All implied statutory or common law terms, conditions and warranties as to the Commercial Assets are excluded to the fullest extent permitted by law.

3.2. It shall be for the Contractor to satisfy itself that the Commercial Assets is as described on the Task and to determine the appropriate sales route, in accordance with current UK and EU legislation.

3.3. The Contractor shall warrant for itself and its subcontractors that it and they are fully competent to handle, and store the Commercial Assets and to keep, test and dispose of all waste produced by it or them in the performance of the Framework Agreement. Furthermore, the Contractor shall indemnify, and keep the Authority indemnified, against any failure by it or its subcontractors to carry out its and their obligations in line with relevant legislation.

3.4. The Contractor shall be liable for either the full replacement cost or the cost of any repairs for any Commercial Assets damaged, destroyed, lost or stolen whilst under their control. If the Contractor utilises any of the Commercial Assets, it will ensure that they are returned or replaced on a like for like basis.

4. Transfer Regulations

4.1. The Contractor shall comply with the Conditions relating to employee transfer arrangements detailed at Schedule 13 to the Framework Agreement.

5. Environmental Management Standards

5.1. The Contractor shall ensure that all activities under this Framework Agreement shall comply with certified environmental management standards based on a UKAS accredited ISO 14001 or equivalent and comply with the tailored version of Def-Stan 00-51 Issue 2 in accordance with the contract. The Contractor shall provide a service that minimises through-life Green House Gas 9 (GHG) equivalent emissions as far as reasonably practicable and demonstrate this to the Authority. Note, decisions made should not impact the Service capability. The Service shall contribute to MOD and DE&S Net Zero 2050 targets. The Contractor shall, in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their operations. The Contractor shall provide evidence of doing so, in line with the tailored version Defence Standard (DEF-STAN) 00-51 as required by this condition.

6. Duty of Care Audit

6.1. The Authority shall have the right to undertake Duty of Care audits, relating to Health & Safety and Environmental management issues. Prior to each visit, the Authority will provide the Contractor with two questionnaires. The audit itself will then comprise of a review of all documentation relating to Safety, Health, and Environmental (SH&E) management and legislative compliance, and physical assessment of the site and work practices to ensure their compliance with the Contractor's SH&E Management Systems. The first audit will occur within 3months of the award of the Framework Agreement and further audits will be carried out annually from the date of the initial audit. After each audit, the Authority shall produce a report, which shall be copied to the Contractor. The Contractor shall act upon the recommendations within the audit report within the timescales detailed in the report.

7. Essential Licences

7.1. To meet the Authority's compliance obligations the Contractor shall possess all necessary licences and environmental permits to enable collection, loading, and transportation, storage pending disposal of the Waste arising under the Framework Agreement. If any of the standards listed change during the period of the Framework Agreement, then the Contractor or where applicable the relevant subcontractor must provide evidence of meeting the new standard. The Contractor shall ensure full compliance with all relevant and extant European Union, United Kingdom Health & Safety regulations and legislation. The Contractor shall possess the following licences and operate the processes listed below for the duration of the Framework Agreement:

- 7.2. UKAS (or equivalent) accredited certification to ISO 9001:2015.
- 7.3. UKAS (or equivalent) accredited certification to ISO 14001:2015.
- 7.4. Contractors must hold the appropriate environmental permits relating to the collection, transportation, storage, recovery and disposal and disposal of Waste within the scope of the requirement, in accordance with Environmental Permitting (England and Wales) (Amendment) (England) Regulations SI 2023/651 and subsequent amendments in the duration of the Contract. These shall include Waste Management Licences and exemptions relating to the storage pending disposal and disposal of Waste, and Waste Carriers' Licences relating to the collection and transportation of Waste.
- 7.5. The Contractor will treat Waste in accordance with applicable and relevant environmental legislation. Specifically providing evidence and assurance against these key areas: Emissions to air, Discharge to water, Damage to land, Resource Use and Radioactive Hazards associated with the scope of the Contract.
- 7.6. Health & Safety Management – the Contractor must maintain as a minimum an appropriate and documented Organisational Health & Safety Management System.
- 7.7. Compliance with the Ionising Radiation Regulations 2017 (where applicable).
- 7.8. Section 5 registration as a firearms dealer.
- 7.9. Waste Electrical and Electronic Equipment (WEEE) permit for collection, transportation, storage treatment and / or recovery, and disposal of Electrical and Electronic Equipment in accordance with Waste Electric and Electronic Equipment (WEEE) Regulations SI 2013/3133 and subsequent amendments in the duration of the Contract.
- 7.10. Contractors for Lot 2 must hold the appropriate Permits to allow the keeping, use and disposal of radioactive materials in the form of sealed sources, covered under the Environmental Permitting Regulations 2016, and subsequent amendments in the duration of the Contract, or devolved nation equivalent.

8. Plans and Reports

- 8.1. The Contractor shall submit the Management Information listed at Annex B to Schedule 2 in the timescales specified.
- 8.2. If the Management Information presented by the Contractor are not correct or submitted on time as described at Annex B to Schedule 2, the Authority may reject the Management Information. In all cases the Contractor shall make good any defects in the Management Information within 5 business days of such rejection.
- 8.3. Failure to submit or to resubmit a plan or report that is not in the required format or in the case of rejection of a report or plan within the timescale specified may constitute a “material breach” as described in Condition 43 and the Authority reserves the right to remove the Contractor from the Framework Agreement.

9. Audit Requirements

- 9.1. The Contractor shall maintain an item-based accounting system for Commercial Assets declared to them by the Authority under the Framework Agreement. Detailed records are to be maintained of all Commercial Assets. Such records shall include the disposal route used, and details of any material sent to landfill and shall as a minimum contain the information shown in the Management Information at Annex B to Schedule 2 to the Framework Agreement. The accounting system shall be subject to the approval of, and subsequent audit by, UK MoD's Defence Internal Audit Asset Accounting Centre (DIA AAC). Such facilities shall also be extended to the National Audit Office on request.

10. Routine Tasks

- 10.1. A Routine Task shall be defined as a Commercial Asset within the scope of the Framework Agreement, which has a Sales value.
- 10.2. A Task shall include, but will not be limited to:
- 10.3. The collection and transportation of the relevant Commercial Assets.
- 10.4. The supply of appropriate transportation and storage receptacles to collect the Commercial Assets.
- 10.5. The storage of Commercial Assets. Commercial Assets must be stored with appropriate security protection and must be stored to prevent loss or damage.
- 10.6. The Sale of the Commercial Assets.

- 10.7. A formal Task Letter will be issued for each Task. The formal Task Letter will be signed electronically and sent to the Contractor.
- 10.8. An electronically signed Task is the Contractor's only authority to proceed with the requirement therein.
- 10.9. Only the Authorised Demanders can place Tasks for the Collection, Marketing, Sale and Disposal of Commercial Assets.
- 10.10. The Authority will use all reasonable endeavours to ensure the accuracy of the details supplied. Each Task will contain as a minimum;
- 10.11. The Demanding Authority details;
- 10.12. A Unique Task Number;
- 10.13. The Collection address;
- 10.14. A Full description of the items or product to be collected;
- 10.15. Denomination of Quantity (D of Q) and Quantity;
- 10.16. The point of contact at the Unit to arrange access to the site to collect the Commercial Assets.
- 10.17. The Contractor will acknowledge receipt of all Authorised Tasks from the Authority within 24 hours; confirming their acceptance of the Authorised Task and that they will proceed to perform the work in accordance with the terms and conditions of the Framework Agreement and any additional terms on the call-off contract and the price specified in the relevant Authorised Task.
- 10.18. The Authority shall allow the Contractor reasonable access to Units for the purposes of collecting Commercial Assets in a Task at times agreed between the Parties.
- 10.19. The Authority shall be entitled at any time prior to the sale, to inspect any Commercial Assets being processed or stored by the Contractor, although no such inspection or lack of inspection shall affect any of the Contractor's obligations under the Framework Agreement.
- 10.20. The Authority may cancel or vary any Task.
- 10.21. The Contractor will acknowledge receipt of all Tasks within 2 Business Days, confirming their acceptance of the Task and that they will proceed with the Task in accordance with the Terms and Conditions of the Framework Agreement, and if applicable that they will perform the Task at the price specified. Alternatively, if in their view the Task is not within the scope of the contract, or has been incorrectly priced by the Customer, then the Contractor should immediately advise the Authority, giving an explanation and await further instructions from the Authority.
- 10.22. be extended to the National Audit Office on request.

11. Routine Tasks – Sales Value

- 11.1. The Contractor and the Authority shall share the proceeds of all sales of Commercial Assets Tasked by the Authority to the Contractor, whether or not such sales are Contractor to Customer or Government to Government, in accordance with the firm, non-revisable percentage share applicable according to the aggregate gross revenue, as stated in the Schedule 2, (the Schedule of Requirements). Unless expressly agreed by the Authority, full payment shall be received from the Customer before Title may transfer from the Authority.
- 11.2. The aggregate sales revenue shall be calculated on the sum of the gross selling prices of each individual Contractor to Customer sale, excluding any Contractor purchase of Commercial Assets and shall include the value of each individual applicable Government to Government sale for the purposes of determining the firm percentage share applicable.
- 11.3. The firm percentage share shall be calculated against the gross selling price paid by the Customer to the Contractor, or another Government to the Authority, exclusive of VAT.
- 11.4. The Contractor's share allocation shall represent the total fee due to the Contractor for providing the Services and shall be deemed to cover the Contractor's costs in full for providing such Services and all documentation required. The Contractor shall not claim for any other costs in respect of providing such Services, except as agreed under Clause 24 (Right to Recall) of this condition 46 of the Contract (Right to Recall), or other under Clause 12 (Extraordinary Tasks) of this Condition 46 of the Contract. For the avoidance of doubt, any refurbishment of Commercial Assets is a decision solely for the Contractor, and any such costs invested by the Contractor to increase the gross selling price shall be deemed to be included in the agreed firm, non-revisable percentage share.

11.5. Where any sale is proposed to be conducted in a currency other than Pounds Sterling (£) for the convenience of the Customer, the Contractor shall seek express permission from the Authority. The Authority will at its discretion have the right to decide which exchange rate shall be used to calculate the gross selling price in Pounds Sterling (£). In the absence of such determination, the exchange rate published in the Financial Times on the day payment is received from the Customer shall apply.

12. Extraordinary Tasks

12.1. An Extraordinary Task shall be defined as a consignment of Commercial Assets within the scope of the Framework Agreement, but which is a complex Task which requires special arrangements.

12.2. All quotations must include a breakdown of costs for completing the work, identifying the relevant contract rates, and any additional costs specific to the Task. Any dependencies including the need for specific equipment on site need to be stated. Any relevant assumptions or exclusions should also be stated. As much of the Extraordinary Task as possible should be priced from rates in the Pricing Matrix, where these are appropriate.

12.3. The Authority will assess each quotation and will give notification to the Contractor of its decision, whether this is to proceed with the Task or to cancel it. A decision to proceed will be given in the form of a Tasking Letter and/ or an electronic order.

12.4. Extraordinary Tasks may include:

12.4.1. A proposed Contractor purchase of Commercial Assets

12.4.2. A proposed on-site sale, where the Commercial Asset remains at an Authority site or is located outside the United Kingdom.

12.4.3. Novel or contentious Taskings, requiring a material change in the Service provided or which materially affects the cost of supplying the Service, such that the balance of the percentage share is materially affected.

12.4.4. Any gifting of Commercial Assets.

13. Goods Received in Error and Discrepancies

Where:

13.1. Commercial Assets are received in error (see Discrepancy and GRIEF reports Template), and differs in volume or type from that specified in the Task;

13.2. additional costs are incurred by the Contractor in its handling, storage or delivery to an Authority-nominated location;

13.2.1. Commercial Assets are recalled by the Authority and the Authority does not require the Contractor to undertake additional work in respect of the recall activity;

13.2.2. Commercial Assets that are subject to additional restrictions imposed by the Authority;

13.2.3. additional costs are incurred by the Contractor due to a wasted journey if the reason for the wasted journey is caused by the Authority;

13.2.4. there is other contamination of product (compared with the description on the Declaration);

13.2.5. the costs incurred by the Framework Provide as a direct consequence of such error, recall or restriction, shall be identified by the Contractor and submitted to the Authority within 10 Business Days.

13.2.6. Examples of evidence which may be required in support of any quotation may include:

13.2.6.1. Photographic Evidence;

13.2.6.2. Commercial Invoices;

13.2.6.3. Bills of Lading;

13.2.6.4. Weighbridge Tickets.

13.2.7. The Authority will assess the quotation and written notification shall be given to the Contractor of the Authority's decision.

13.2.8. All costs identified in conjunction with either a Goods Received in Error or Discrepancies shall be separately accounted for by the Contractor and under no circumstances offset against the price payable to the Authority for the relevant Task. The Contractor shall endeavour to minimise such costs as far as possible and provide evidence that it has taken steps to mitigate such costs.

14. Prices for Goods Received in Error or Discrepancies

14.1. When the Contractor received Goods in Error, or there are Discrepancies, and he has incurred and/or will incur additional costs; the Contractor shall provide a quotation using the firm rates and prices specified in the relevant Task where they are applicable and supplemented by his proposal for other elements of the price cost.

14.2. The Contractor shall provide a full breakdown of his costs providing supporting evidence for any prices that are not covered by the rates and prices specified in the relevant Authorised Task.

15. Collection

15.1. The Contractor shall comply fully with all relevant legislation regarding suitable transport, containers, handling and loading capability and health and safety and environmental legislation, including the provision of consignment notes for each collection undertaken at nil cost to the Authority.

15.2. Most Units generally accept collections between 09:00 – 16:00 hours Monday to Thursday, and 09:00 – 12:00 hours on Fridays. The Contractor shall contact the consignor to arrange a collection.

16. Payments by the Contractor to the Authority

16.1. Where there is a Financial Return due, the Contractor shall pay the Authority the agreed Financial Return as shown on the relevant Authorised Task, plus VAT at the appropriate rate. The Contractor shall advise the Authority of payments due.

16.2. Such payments shall become due to the Authority within 4 Business Days after the end of each fiscal quarter and shall be based upon receipts becoming due to the Contractor from his Customers in the previous fiscal quarter.

16.3. The payment made to the Authority shall be based on the quarterly Sales Report provided to the Authority within 4 Business Days of the end of the quarter. The first quarterly report will be due 3 months after the Operational Date of the Framework Agreement. The Authority will check and raise any issues within 10 Business Days.

16.4. On receipt of each payment, a formal invoice shall be issued by DBS Finance Branch (see Box 11 of DEFFORM 111). Payments are to be made by BACS to the Authority's nominated Bank Account. Any adjustments due above will be reconciled in future monthly invoices.

16.5. In the event of a Financial Return due, where the end purchaser fails to make payment to the Contractor the Authority will not be liable for any bad debts, it will be the Contractor's responsibility to ensure that the Authority receive its full percentage share of revenue due. Any late payments not received will be discussed at the Framework Agreement Review meetings.

16.6. shall contact the consignor to arrange a collection.

17. PRICING AND Payment Payments by the Authority to the Contractor

17.1. Payments due to the Contractor shall be made in accordance with Contract Conditions 35 and 36.

17.2. The Prices due for calculating some elements of Extraordinary Tasks are shown on the relevant Pricing Matrix for each Lot, and are Firm Prices for Years 1 to 4 of the Framework Agreement

18. PAYMENT TO THE AUTHORITY Payments by the Contractor to the Authority

18.1. The Contractor shall make a monthly payment to the Authority, for each month of the Service Period. The sum of the payment shall be calculated by summing the total of all payments received by the Contractor from Customers in relation to sales of Commercial Assets during the preceding calendar month multiplied by the Authority's percentage share, as shown in Schedule 2, the Schedule of Requirements.

18.2. The Contractor shall make the payment on the 4th Business Day of the month by BACS payment. On receipt of each payment a formal invoice shall be issued by the Authority. Payment should be made to Account Number 10012281, Sort Code 60-70-80. The Account Name is DBS FIN RECPTS CTs. When making payment you must quote your Customer Code and Invoice Number and forward a copy of your remittance to the OtC Cashier before payment is made, with a copy to DESA. The email for the OtC Cashier is [REDACTED] Invoices raised by the Authority will include an invitation to make a payment using a gov.uk website (<https://www.gov.uk/guidance/make-a-payment-to-defence-business-services-dbs>). Customers will be able to make their payment online and

receive an emailed receipt.

18.3. If the Contractor fails to make payment of any sum due to the Authority (whether under this or any other Contract with the Authority), or ceases business or formally notifies the Authority of its intention to cease business, or is otherwise in breach of the Contract, or if the Contract becomes liable to be terminated, the Authority shall be entitled at any time, and within reasonable notice to the Contractor, to enter any premises where it believes Commercial Assets may be held and to remove its Commercial Assets from such premises. Nothing in this condition shall limit the liability of the Contractor to pay the Authority its share of the sale price of the Commercial assets or affect any claim by the Authority for any breach of the Contract.

18.4. Prices due for calculating some elements of Extraordinary Tasks are shown on the relevant Pricing Matrix for each Lot, and are Firm Prices for Years 1 to 4 of the Framework Agreement.

19. MARKETING AND SALES STRATEGY

19.1. Pre-sale preparation: If not already removed by the declaring unit/establishment or depot the Contractor shall, on receipt at their premises, remove all military insignia, badges and emblems and all other MOD (or other government department) associated markings, fixtures and fittings. Wherever possible this process shall involve removal without damage or depreciation from the potential sale value of the Commercial Asset. The Contractor is responsible for all costs relating to pre-sale preparation.

19.2. The Contractor shall assess Commercial Assets as part of the Goods Received check, and determine the marketing and sales strategy that offers the best return to the Authority and keep records of the following:

19.2.1. Condition upon Unloading

19.2.2. Condition at Transfer of Title

19.3. As part of the marketing and sales strategy, the Contractor shall be responsible, at its own expense, for completing repair and/or refurbishments that will add value to Commercial Assets for sale and thereby increase the gross selling price and/or the likelihood of achieving a sale. The Contractor shall take all reasonable steps to prepare, present and promote positively the Commercial Assets for marketing and sale.

19.4. The Contractor shall have its own website for the purposes of completing marketing and sales activity. The site should be easily accessible for all potential customers and available 24 hours a day, 7 days a week, 365 days a year (one-month advance noticed to be given to the Authority for downtime due to planned maintenance).

19.5. The Contractor shall utilise multiple methods of marketing and sales in both the domestic and global markets to achieve maximum market exposure of Commercial Assets.

19.6. The Authority may require the Contractor to attend any trade shows, fares or exhibitions to support the Authority's sales activities. The Authority will provide reasonable notice to the Contractor should the Authority require the Contractor's attendance to any such events. The Authority shall not be liable for costs incurred by the Contractor in supporting sales, including any costs incurred when attending any trade shows, fares or exhibitions.

19.7. The Contractor shall be liable for all costs of marketing activity.

19.8. The Contractor shall not cause reputational damage to the Authority when undertaking marketing and sales activity. The Contractor shall not make any publicity announcements in respect of any sale without the prior written consent of the Authority.

19.9. The Contractor shall be responsible for and abide by all extant UK export licencing laws, policy and legislation and shall require the Authority's consent as appropriate, Condition 33 of the Contract refers.

19.10. The Contractor shall undertake the completion of all sales activity for Contractor to Customer Sales, including but not limited to invoicing the Customer, receipting payment and keeping records of sales.:

19.11. The Contractor shall be able to demonstrate upon request that the method and value of sale is appropriate to the condition of a Commercial Asset.

19.12. The Authority reserves the right to require the Contractor to refurbish Commercial Assets for sale at its absolute discretion.

19.13. The contractor must demonstrate that they have appropriately explored all options to resell assets before disposing as waste via landfill.

19.14. Where composite metal assets are identified the Contractor shall be required to

demonstrate the resale value of assets is greater than the scrap value of the asset.

19.15. Where Assets are being sold by Public Auction or Tender, the Contractor will submit a draft catalogue or lot schedule to the Authority at least 7 days prior to the Public Auction or Tender event. All Assets shall be subject to reserve prices, which the catalogue / lot schedule shall clearly identify. On conclusion of the Public Auction or Tender, the Contractor shall advise the Authority of the sales price(s) achieved per Lot.

19.16. The Authority shall reserve the right to attend any Public Auction or Tenderer events held in connection with this contract.

19.17. Any Asset, not subject to an MSP, remaining unsold after three months (not including assets declared for G2G sale) shall be reported by the Contractor at the next contract review meeting for the Authority to decide on the best course of action.

19.18. Hazardous Waste: Although the Authority shall examine Assets for hazardous material prior to issue and shall not knowingly offer such material to the Contractor, no guarantee that Assets are free of such material can be given. The Contractor shall contact the Authority immediately if hazardous items are received. In the event that hazardous items are received, the Authority and the Contractor shall agree an appropriate method of disposal, at the Authority's expense, subject to the Authority's prior approval of such costs. The Contractor shall use his best endeavours to minimise the Authority's costs; the Authority may require the Contractor to return these items to declaring establishments.

20. MINIMUM SELLING PRICE

20.1. The Contractor shall be responsible for determining the gross selling prices of Commercial Assets. The Authority will set a Minimum Selling Price (MSP) in respect of a sale of any Commercial Asset, as it deems necessary.

20.2. Where the Authority requires an MSP, the Authority will normally specify this as part of the Tasking. The application of an MSP shall be based upon the sums which the Authority could reasonably expect to achieve taking into account past sales and the Authority's own costs of achieving such a sale or will be set in order to guarantee a minimum amount returned to the Authority. The Authority may consult the Contractor prior to setting an MSP and reserves the right to alter or withdraw an MSP at any time, including against Commercial Assets to which a different MSP had previously been applied. The Authority will not exercise these rights unreasonably and will seek to avoid and minimise changes in this regard.

20.3. The Contractor shall be deemed to have accepted the application of an MSP, unless within 7 Business Days of collection or notification of the MSP, whichever is the later, the Contractor notifies the Authority otherwise. Should the Contractor believe the MSP is excessive and not indicative of current or future market valuation, it shall submit to the Authority its own valuation of the Commercial Asset, supported by evidence. The Authority will consider the Contractor's recommendations and advise the Contractor of any revision to the MSP. The Authority's decision in this regard shall be final and the Commercial Asset shall not be sold below the MSP without formal written approval from the Authority.

20.4. Any Asset, subject to an MSP, remaining unsold after four months (not including assets declared for G2G sale) shall be reported by the Contractor at the next contract review meeting for the Authority to decide on the best course of action.

20.5. Where no Minimum Selling Price is set, the Contractor shall provide detailed evidence to support the gross selling price achieved for any Commercial Assets, within 15 Business Days of any request by the Authority, where the Authority believes such prices are below the market value. In the event that this evidence fails to fully satisfy the Authority, the Authority may submit evidence to the contrary and propose a settlement to resolve such differences. Where it is not possible to reach agreement through negotiation, either party may seek to resolve the dispute in accordance with Condition 40 of the Contract (Dispute Resolution).

21. KEY PERFORMANCE INDICATORS (KPIs)

21.1. The Authority shall review the Contractor's monthly performance against the contract Key Performance Indicators (KPIs) throughout the life of the Contract. The Contractor is professionally and contractually responsible for delivering all Contract obligations against which KPIs are measured and shall provide a report of performance against each of the KPIs for review 5 Business Days before the Quarterly Contract Review Meetings. Where KPIs are not fully met, the Contractor shall include information in the report detailing the causes(s) of failure, and how the failures shall be rectified before the next Quarterly Review Meeting at the very latest.

21.2. Performance against the Contract KPIs will be published quarterly on www.gov.uk as shown on Schedule 9 to the Contract.

21.3. Failures against KPIs will be subject to the payment of Service Credits for each failure by the Contractor to the Authority in accordance with this clause. Should there be failures on the same KPI in consecutive quarters, the Authority may request a Recovery Plan. Where a Recovery Plan is requested, the Contractor shall provide a Plan for consideration by the Authority within 10 Business Days of the Authority's requests. Subsequent failure to adhere to any agreed Recovery Plan may be deemed to be a breach of contract under Condition 43 of the Contract (Material Breach).

21.4. Key Performance Indicators will take effect upon commencement of the Contract and remain extant throughout the duration of the Contract. For the first 2 months of the Contract the KPIs will be monitored but Service Credits will not be charged for any failure in performance. Enforcement of the payment of Service Credits against KPIs will commence from the assessment of performance in the 3rd month of the contract onwards, effected by means of an invoice issued by the Authority for the Service Credit due.

21.5. In the event that the Authority and the Contractor do not agree the sentencing of performance against KPIs in the contract review meeting, the Contractor shall have the right to appeal against any Service Credit applied by submitting relevant evidence to the Authority for consideration within a further 7 Business Days. The Authority agrees to consider such evidence submitted within this time period within a further seven Business Days in order to reach a decision and proceed to issue an invoice for the Service Credits sum due.

21.6. The KPIs to be measured, including the application of Service Credits shall be as detailed below:

KPI 1 – Collection

21.6.1.1. On receipt of Task documentation, the Contractor shall agree a time and date for collection of declared products with the relevant point of contact. Unless otherwise agreed by exception, such Collection and Removal of Commercial Assets from MoD locations in the UK shall be completed within ten Business Days of receiving the authorised Task.

21.6.1.2. An incident shall be considered as a failure if the Contractor fails to respond to the MoD's Collection requirements within 20 Business Days (with an expected customer collection confirmation within the 1st 5 days of the overall 20) unless otherwise agreed by exception.

21.6.1.3. A KPI failure will only be recorded if the Supplier is considered to be at fault by the Authority.

21.6.1.4. The Service Level Target is 95% of collections on time. This will be measured monthly.

21.6.1.5. Failure to achieve the required Service Level in any calendar month shall attract a Service Credit as shown in the table below.

	1 month	2 months in a rolling 12-month period	3 months in a rolling 12-month period	4+ months in a rolling 12-month period	2+ consecutive months
Good	No Service Credit will be applied				
Approaching Target	No Service Credit will be applied	■ of the value of the Receipts in the period	■ of the value of the Receipts in the period	The Authority will consider this a significant breach of contract and will take appropriate action.	■ of the value of the Receipts in the period
Requires Improvement	■ of the value of the Receipts in the period	■ of the value of the Receipts in the period	■ of the value of the Receipts in the period		■ of the value of the Receipts in the period
Inadequate	■ of the value of the Receipts in the period	■ of the value of the Receipts in the period	■ of the value of the Receipts in the period		■ of the value of the Receipts in the period

21.6.2. **KPI 2 – Financial Returns from Sales and Recovered and Recycled Products**

21.6.2.1. Payment to the Authority within 4 Business Days after the end of each month the Authority's agreed return received in the previous month.

21.6.2.2. An incident shall be considered a failure if the Contractor fails to submit the relevant payment within the agreed timescale or submits a lower inaccurate payment than that due.

21.6.2.3. The Service Level Target is ■% of Receipts due paid on time. This will be measured monthly.

21.6.3. **KPI 3 – Quotations**

21.6.3.1. For all Extraordinary Tasks or Requests for Quotations (RFQs), submit quotations to the Authority within 10 Business Days of receipt, or other timescale agreed by the Customer.

21.6.3.2. An incident shall be considered as a failure if the Contractor fails to submit a quotation within the Business Days specified above or otherwise agreed with the Customer.

21.6.3.3. The Service Level Target is ■% of quotations received on time. This will be measured monthly.

21.6.4. **KPI 4 –Goods Received In Error and Discrepancies**

21.6.4.1. Submit to the Authority all reports on Goods Received in Error and Discrepancies (GRIEs) with 10 Business Days of erroneous receipt or discrepancies in receipts of the subject Commercial Assets.

21.6.4.2. An incident shall be considered as a failure if the Contractor fails to submit the information within the stated timescales.

21.6.4.3. The Service Level Target is ■% of GRIEs received on time. This will be measured monthly.

21.6.5. **KPI 5 – Social Value**
New Business Job Skills (MAC 2.2)

21.6.5.1. Number of full-time equivalent (FTE) employment opportunities created under the contract by UK region: ■.

21.6.5.2. Number of apprenticeship opportunities (Level 2, 3 and 4+) created or retained under the Contract by UK region: ■.

21.6.5.3. Number of training opportunities (Level 2, 3 and 4+) created or retained under the Contract, other than apprentices, by UK region: ■.

21.6.5.4. Number of people-hours of learning interventions delivered under the Contract, by UK region: ■.

Environment (MAC 4.1)

21.6.5.5. Number of people-hours spent protecting and improving the Environment under the Contract, by UK region: ■.

21.6.5.6. Number of green spaces created under the Contract, by UK region: ■.

21.6.5.7. Annual reduction in water use arising from the performance of the Contract, measured in litres: 17,300.

21.6.5.8. Annual reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE): ■.

21.6.5.9. Metrics will be agreed with the Authority based on progress made at each appropriate point. Ramco will use the Social Value Portal's National Themes Outcomes and Measures (TOMs) Social Value Tool to report on this and demonstrate that targets are being met.

21.6.6. **KPI 6 – Management Information Reports**

21.6.6.1. Provide accurate and complete Management Information, as detailed at Annex B to Schedule 2, to be received by the 4th Business Day of each calendar month or as specified against the individual report. (First Business Day for a Sales Report).

21.6.6.2. An incident shall be considered as a failure if the Contractor fails to submit any of the Management Information within the stated timescales, or inaccurate or incomplete reports.

21.6.6.3. The Service Level Target is ■ of Management Information received on time. This will be measured monthly.

22. Framework Review Meetings

22.1. In addition to the requirements of Condition 19, the Contractor shall attend both formal and informal meetings as requested by the Authority, including quarterly Framework Review Meetings, provided that there has been some activity in the previous quarter. The aim of these meetings will be to promote the efficient and effective operation of the Framework Agreement. The meetings will review and discuss the performance against the KPIs and address any issues. The Authority shall be responsible for making a record of the discussions and decisions of the meeting and these shall be forwarded to the Contractor in draft form within 2 weeks of the meeting for comment prior to a final version being issued. Prior to every Framework Review Meeting, the Contractor will be required to provide all Management Information listed at Annex B to Schedule 2 to the Framework Agreement 5Business Days prior to the relevant meeting date.

23. Contractor's Responsibilities For Commercial Assets

23.1. When the Contractor takes control of the Commercial Assets, it shall be the Authority's principal in all aspects of the management and handling of the Commercial Assets, as outlined in the Statement of Requirement, at Annex A of Schedule 2 to the Contract.

23.2. The Contractor shall hold the Commercial Asset (or any part thereof) as fiduciary agent and bailee for the Authority. Whenever the Contractor sells to a Customer, it does so as principal and not as the Authority's agent and has no authority to commit the Authority to any liability or Contract.

24. Right to Recall

24.1. The Authority reserves the right to recall Commercial Assets for any reason and at any time. The Authority will not exercise this right unreasonably.

24.2. In such circumstances, the Authority will give Notice to the Contractor by issue of an Extraordinary Task in accordance with Clause 12 (Extraordinary Tasks) of this condition 46 of the Contract and if applicable may seek a quotation from the Contractor for return transportation costs. Where requested, the Contractor's quotation shall include any costs of Loading at the Contractor's premises, transportation to and Unloading at the Authority's designated location, if applicable. Such quotation shall include any reasonable costs which may have been incurred by the Contractor prior to the Authority giving such Notice to recall, such as collection transport and refurbishment cost. Evidence of such cost will be required. The Authority reserves the right to make its own transportation arrangements at its discretion.

24.3. The Contractor shall not be entitled to any agreed percentage share of any subsequent gifting or sale that may be concluded directly by the Authority.

24.4. Should the Contractor become subject to an insolvency event, the Authority may recall any Commercial Assets from the Contractor. In this event, the Contractor shall be liable for all costs of return transportation to any reasonably designated Authority premises.

25. Authority Consent to Sales

25.1. The Contractor requires the prior written consent from the Authority for any proposed sale and its specific terms and conditions of sale, where:

25.1.1. A Customer or any intended end-user is registered or located in a State, Territory or Country, where the Authority has given Notice that sales are prohibited for national security or other associated reasons; or

25.1.2. A UK export licence has been refused; or

25.1.3. Any necessary application for a foreign export control approval has not been granted; or

25.1.4. There is any conflict with a proposed Government to Government Sale; or

25.1.5. The reputation of the Authority could be harmed or is considered novel and contentious by the completion of such a sale; or

25.1.6. A Customer is the Contractor, any servants, Directors, employees or agents of the Contractor or any of its parent companies or subsidiaries, whether directly or indirectly; or

25.1.7. The Authority, acting reasonably, has used its discretion to identify any other reason and has given Notice to prevent a specific individual sale; or

25.1.8. Where the Customer is a contractor under a separate contract to DESA.

25.3. In all other circumstances, the Contractor shall be free to sell Commercial Assets without further recourse to the Authority.

25.4. Whilst the Authority will consider all proposals received where any of the circumstances above apply, and consider any reasonable representations from the Contractor, the Authority's decision shall be final and conclusive.

26. Government To Government (G2G) Sales

26.1. The Contractor shall provide support to the Authority in accordance with the Statement of Requirement (StoR) at Annex A to the Contract, in relation to any G2G Sale transacted between the Authority and a G2G Customer, of Commercial Assets Tasked under this Contract whether at the premises of the Contractor or not. In relation to providing such support, the Contractor shall be entitled to the agreed percentage share under Item 1 of the Schedule of Requirements of the Contract, except where the Authority has exercised its right to recall Commercial Assets in accordance with Clause 24 (Right to Recall) of this condition 46 of the Contract.

26.2. The Authority may at its absolute discretion refrain from Tasking Commercial Assets to the Contractor for any reason including for the purposes of gifting, or conducting a direct sale, to a foreign nation itself. In such circumstances, the Contractor shall not be required to provide any support to the Authority in accordance with the Statement of Requirement (Annex A to Schedule 2) to the Contract and shall not therefore be entitled to the agreed percentage share under Item 1a of the Schedule of Requirements nor any other payment.

26.3. In the event of a G2G Sale under the provisions of this Clause, the Authority reserves the right at its absolute discretion to require the Contractor to ring fence Commercial Assets in order to support such a sale, by Notice to the Contractor at any time on or after Tasking in accordance with this Clause. Unless otherwise agreed by the Authority, the Contractor shall remove the specified ring-fenced Commercial Assets from sale and cease any marketing activity, negotiations or refurbishment works immediately or as soon as is practicable.

26.4. The Contractor shall ensure that its employees are aware of such Notice and take such steps as may be reasonably practical to implement such Notice.

26.5. Such Notice will include:

26.5.1. Details of the Commercial Assets by quantity, description (not Serial number) including any associated equipment;

26.5.2. The period Commercial Assets shall be ring fenced for, normally, not more than 6 months; and;

26.5.3. The identity of the prospective G2G customer;

26.6. Within five Business Days of receipt of such Notice, the Contractor shall inform the Authority if it believes the Authority should not require the Contractor to ring fence Commercial Assets. The Authority will give due consideration to such information and notify the Contractor of its decision within a further twenty (20) Business Days. The Authority's decision shall be final and conclusive.

26.7. Should the Authority wish to extend the requirements included in such Notice; the Authority shall issue a new Notice. Such extension requests will be kept to a minimum and avoided wherever possible.

26.8. The ring fence period shall commence upon receipt of such Notice and end on the expiry of the period included within the Notice, or

26.8.1. The date of Transfer of Title, where agreement of a G2G Sale has been confirmed by the Authority; or

26.8.2. The date included in any further Notice by the Authority to cease a ring fence period at the Authority's discretion.

26.9. Should the Authority wish to extend the requirements included in such Notice; the Authority shall issue a new Notice. Such extension requests will be kept to a minimum and avoided wherever possible.

26.10. Unless otherwise notified by the Authority, upon expiry of the ring fence period the Contractor shall be free to resume all sales and marketing activity, including any refurbishment works where required.

27. Acceptance Process Government To Government (G2G) Sales

27.1. In the event of a G2G Sale under the provisions of Clause 26 of this Condition 46 of the Contract, and on completion of the requirements of the G2G Sale, the acceptance process shall be conducted between the Authority and the G2G Customer on the Contractor's premises, unless otherwise agreed by the Authority and the G2G Customer. The Contractor shall provide access and support as necessary to facilitate such activity. For the avoidance of any doubt, any Additional Services that may be provided by the Contractor shall be subject to the provisions of the Contract.

28. Additional Services

28.1. Where a Customer or G2G Customer requires Additional Services, the Contractor may offer quotations.

The Authority offers no warranty to the Customer or G2G Customer or any indemnity to the Contractor for any Additional Services undertaken by the Contractor for the Customer or G2G Customer and shall not be held liable for the performance of the Additional Services in any respect. Any acceptance process shall therefore be solely a matter for the Contractor and the Customer or G2G Customer.

28.2. If the Customer or G2G Customer purchase Additional Services, the Authority shall not be held liable for any failure by the Customer or G2G Customer to pay the full price or part thereof at the time or time(s) agreed by the Contractor with the Customer or G2G.

28.3. For the avoidance of doubt, the Contractor may not commence any Additional Services in relation to refurbishment or modification of any Commercial Asset for a G2G Customer prior to agreement of a G2G Sale being confirmed by the Authority, unless expressly agreed by the Authority. Work on such Additional Services in relation to refurbishment or modification of any Commercial Asset may commence prior to transfer of Title of the relevant Commercial Assets passing from the Authority to the G2G Customer, subject to agreement of the scope of work with the Authority and on condition that such work has been agreed by a legally enforceable sales agreement between the Contractor and the G2G Customer. In such circumstances, the Contractor accepts all liability associated with such Additional Services in relation to refurbishment or modification of the Commercial Assets, including any work that may be required to restore the Commercial Asset to its previous state if the Authority so requires, should the sales agreement with the G2G Customer not proceed for any reason.

29. Bank Bond or Parent Company Indemnity for The Purposes Of The Average Monthly Sales Volume

29.1. The Contractor shall hold a valid irrevocable Parent Company Indemnity in the form of a DEFFORM 24. If the Contractor does not have a Parent Company, then the Contractor must provide a Bank Bond in the form of a DEFFORM 24A.

29.2. If the Contractor provides the Authority with a Bank Bond this shall be for the minimum value of () for Lot 1 and () for Lot 2 calculated on the anticipated average monthly sales volume amount per Lot. As it is calculated on an average, this value is subject to revision at the Authority's discretion. If the Authority requires the value to be increased, the Contractor must submit an updated Bank Bond in accordance with the Authority's instructions.

29.3. Because of the Authority's financial exposure, no Contractor to Customer Sales or Taskings shall be made by the Contractor or the Authority under the Contract if the Contractor does not hold a valid and accepted Parent Company Indemnity or Bank

29.4. The Contractor must hold the Parent Company Indemnity or Bank Bond for the duration of the Contract and for the Drawdown Period in accordance with this Clause.

29.5. If for any reason the Parent Company Indemnity or Bank Bond is withdrawn or changed by the Contractor in any way, the Contractor shall immediately notify the Authority. If the Authority agrees to the change, the Contractor must submit a new version of the Parent Company Indemnity or Bank Bond in accordance with the Authority's instructions and prior to any sales or Taskings taking place. The Contractor must not use this to negotiate the terms of the Parent Company Indemnity or Bank Bond.

29.6. Without prejudice to any other right or remedy under the Contract, the Authority reserves the right to terminate the Contract under General Condition 40, if the Contractor does not hold a valid and accepted Parent Company Indemnity or Bank Bond.

29.7. Any Bank Bond, Bank Guarantee or Parent Company Bond accepted as part of the Contract, will be at Schedule 15 to the Contract

30. Issued Property

30.1. Commercial Assets under the control of the Contractor shall be considered Issued Property to be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority. All Issued Property shall remain the property of the Authority until either Title is transferred in accordance with Clause 2 of this condition 46 of the Contract, or such property has been recycled or destroyed as evidenced by a Certificate of Completion.

30.2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the Title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property. Upon receipt of any Issued Property, the Contractor shall check the Issued Property to:

30.2.1. Verify that it corresponds with the Issued Property specified in the Tasking or other delivery documentation; and

30.2.2. Conduct a reasonable visual inspection; and

30.2.3. Conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is as described in the Task Form and is not otherwise defective or deficient.

30.3. Within 20 days of receipt of Issued Property, subject to the checks under this Clause, the Contractor shall:

30.3.1. Supply a Goods Received Report to the Authority and:

30.3.2. Where appropriate separately notify the Authority of any defects, deficiencies or discrepancies discovered by submitting a Discrepancy Report.

30.4. The Contractor shall be responsible for maintenance of the Issued Property in the same condition as received or better to ensure the value of the Issued Property does not degrade.

30.5. The Contractor shall open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-099. The Contractor shall ensure that all property of the Authority recorded in the PSA, including but not limited to Issued Property, is available for inspection by the Authority at any reasonable time.

30.6. The Contractor shall on being given two (2) calendar months' notice permit, and co-operate with, the Authority to conduct audits of the property of the Authority recorded in the PSA in a manner to be determined by the Authority. Where the Authority has reasonable grounds to believe that the property of the Authority has not been used in accordance with the terms of the Contract, then such audits may be conducted without notice.

30.7. Once Title to any Commercial Asset has passed to the Contractor or a third party in accordance with Clause 2 of the Contract, the Contractor shall update the PSA in accordance with DEF STAN 05-099. Upon expiry of the Contract, the Contractor shall within twenty (20) Business Days invite the Defence Internal Audit Asset Accounting Centre (DIA AAC) to audit and formally close the PSA, informing the Authority's Designated Officer of arrangements.

31. Unsold Stock

31.1. Should the Contractor fail to sell or be unlikely to sell any Commercial Asset within 4 four calendar months of collection (Miscellaneous items, Lot 2) or within six calendar months of collection (Clothing and Textiles, Lot 1), including items subject to an MSP but excluding any ring fence period applicable, the Contractor shall notify the Authority at the next contract review meeting.

31.2. The Contractor's notification under this Clause shall include the following additional information for consideration and agreement by the Authority.

31.2.1. Marketing activity undertaken, detailing any interest and/or negotiations, together with any feedback that may have been received about the suitability of the item for purchase, its condition or the price.

31.2.2. A review of the price and any valid commercial justification for the sale having not been achieved: and

31.2.3. A proposed marketing and pricing plan, including route to market and timescales to achieve the sale of the unsold Commercial Assets.

31.3. On receipt of this information, the Authority will agree with the Contractor, a further period in which to sell the Commercial Asset or recall the asset as per clause 29.3 below.

31.4. Subject to clause 31.1 above, where the Contractor and the Authority are unable to agree the proposed marketing and pricing plan submitted under Clause 31.2 above, the Authority reserves the right to recall such Commercial Assets in accordance with Clause 24 (Right of Recall) of this Condition 46 of the Contract. In such circumstances, the Contractor shall additionally be liable for return transportation, Loading and Unloading of such Commercial Assets to a location nominated by the Authority within ten (10) Business Days of the Extraordinary Task being approved by the Authority, or such other date as may be detailed in the Tasking Form. Should the Contractor have undertaken any refurbishment work on the Commercial Asset, Title to any parts used during the refurbishment will transfer to the Authority. The Authority will in no way be liable for any cost of labour or parts already borne by the Contractor.

32. Strategy on Expiry of the Framework Agreement

32.1. The expiry of the Framework Agreement will not relieve the Contractor of any contractual obligations which have already been committed to contract. The Authority shall allow a maximum period of 6 months from the date of expiry of the Framework Agreement (to be referred to as the Drawdown Period) to complete outstanding Tasks within the Drawdown Period.

32.2. Tasking and Outstanding Tasks. The Authority will not place any further Tasks against this Framework Agreement post the expiry date of the Framework Agreement. However, the Contractor will provide a list of outstanding Tasks that have already been placed against the Framework Agreement. The Contractor should at this time ensure that the Commercial Assets, confirmed as collected, will be disposed of in accordance with the terms of the Framework Agreement. The Contractor should continue to track and account for any remaining Commercial Assets in accordance with Clause 10.1 (Routine Tasks). of this Special Condition 46. At the end of the period allowed for closure of the Framework Agreement, the Authority will arrange for the Asset Accounting Centre to audit and formally close the account.

32.3. Twelve (12) months prior to the expiry date of the 4-year Service Period for this Framework Agreement, the Authority may request a Contract Exit Strategy Plan (CESP) from the contractor which they will submit to the Authority's Designated Officer. This CESP will detail how the Contractor proposes to market any remaining stock from under this Framework Agreement This shall include a proposed marketing and pricing plan, including route to market and timescales to achieve the maximum sales by volume and the optimum gross selling price of the Commercial Assets held and anticipated to be Tasked within the final 12 months of the Service Period.

32.4. Framework Agreement Closure Meeting. The Authority will arrange a post expiry meeting to confirm that all obligations in respect of the Framework Agreement have been met and the Framework Agreement will be formally closed.

47 The processes that apply to this Contract are

Offer and Acceptance

Offer and Acceptance

Framework Agreement 707973450- Collection, Marketing, Sale and Disposal of Commercial Assets

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	29 th January 2024

SC2 Schedules

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ol style="list-style-type: none">Government Department;Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);Non-Ministerial Department; orExecutive Agency;

Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	means the terms and conditions set out in this document;
Consignee	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Formal Amendments to the Contract);
Contract Price	means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contractor	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or

b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
- f. International Air Transport Association (IATA) Dangerous Goods Regulations.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

DEFFORM

means the MOD DEFFORM series which can be found at <https://www.kid.mod.uk>;

DEF STAN

means Defence Standards which can be accessed at <https://www.dstan.mod.uk>;

Deliver

means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;

Delivery Date

means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Denomination of Quantity (D of Q)

means the quantity or measure by which an item of material is managed;

Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

Information

means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property

means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager
Approval Scheme (MPAS)**

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Plastic Packaging Components	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

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 Schedule 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;
Primary Packaging Quantity(PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Publishable Performance Information	means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Robust Contractor Deliverables	shall mean Robust items as described in Def Stan 81-041 (Part 2)
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Sensitive Information

means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification

means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;

STANAG4329

means the publication NATO Standard Bar Code Symbolologies which can be sourced at <https://www.dstan.mod.uk/faqs.html>;

Subcontractor

means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;

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;

Timber and Wood-Derived Products

means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex A to Schedule 1 Additional Definitions

Additional Definitions of Contract in accordance with Conditions 45– 47 (Additional Conditions)

In addition to the definitions listed in Schedule 1 (Definitions of Contract), the following words and expressions shall have the meanings respectively assigned to them:

Additional Services – shall mean any work or services required by the Customer or a G2G Customer from the Contractor, deemed outside of the scope of the contractual arrangements delivered by the Contractor to the Authority in accordance with the Statement of Requirements. This may include, but is not limited to: Storage, Transport, Export Services, Warranties and Delivery.

As Lying – shall mean that condition of the Assets at the time of inspection by a Customer, or GSG Customer.

Authorised Demander – any one of the persons authorised by the Authority to place a Routine Task.

Call-off Contract – and individual contract within a Framework Agreement.

Commercial Assets – shall mean any item within the scope of this contract, as defined in the Statement of Requirements and has been subject to a formal Tasking by the Authority to the Contractor, as surplus to requirements, beyond use or beyond economic use, except where such items are subsequently identified as Goods Received in Error (GRIE).

Contractor to Customer Sale – shall mean sales in which the Contractor acts as fiduciary agent in the primary capacity to store, market and sell Assets.

Customer – shall mean a third-party private purchaser or potential purchaser of Assets from the Contractor.

Demurrage shall mean a standard waiting time of 60 minutes.

DIA AAC shall mean the Authority's Defence Internal Audit Asset Accounting Centre.

Discrepancy shall mean any Asset or Waste collected or received by the Contractor which varies from the information received on the Routine Task.

DMS shall mean Disposition Management System, the Authority's web portal for quotations and Taskings.

Drawdown and drawdown period shall mean the activities required to be performed by the Contractor after expiry of the Service period. For avoidance of doubt, the Authority will not issue any new Taskings to the Contractor during the drawdown period.

EWC – European Waste Category Code

Extraordinary Task/Tasks or Taskings shall mean Tasks which are not routine, which may require a material change to normal service as described in the Statement of Requirements, and which may be subject to special arrangements.

Fiscal Period shall mean the Authority's Accounting Periods, which are as follows: April = AP01, May = AP02, June = AP03, July = AP04, August = AP05, September = AP06, October = AP07, November = AP08, December = AP09, January = AP10, February = AP11, March = AP12

Framework Agreement is defined in DEFCON 630, and shall mean an Agreement between the Authority and one or more contractors which establishes the terms under which the contractor(s) will enter into one or more contracts with the Authority in the period during which the Framework Agreement applies;

Framework Provider – potential contractor on a Framework Agreement.

Gifting – shall mean the donation of an Asset by the Authority to the Government of a foreign nation.

Goods for Destruction or Recycling (GDR) – shall mean Assets that the Contractor considers beyond economic use, and which will be destroyed or recycled by the Contractor.

Goods Received in Error (GRIE) - shall mean any Asset or Waste collected or received by the Contractor which has not been listed for collection on the Routine Task, and which has been accepted by the Authority as not being listed for collection.

Government to Government Customer or G2G Customer – shall mean the purchasers of Assets under an Agreement between the UK Government and the Government of another nation, or any organisation classed as a public body according to the law prevailing in the organisation's place of business.

Government to Government Sale or G2G Sale – shall mean a transaction between the Authority and a G2G Customer in accordance with the Contract and in connection with which the Contractor may or may not be required to provide Additional Service.

KPI shall mean Key Performance Indicator, which are specified levels of expected contract performance.

Loading shall mean the point at which the Contractor handles the Assets, or attaches any form of its own equipment to any Authority-owned Asset for the purpose of removing the Assets from the Authority's premises.

Minimum Selling Price shall mean the minimum gross selling price of an Asset that the Authority is prepared to accept or in order to guarantee the amount returned to the Authority by the Contractor. Where calculation of the percentage share from the result of sale would result in a lower amount due to the Authority, the Contractor may proceed with the sale provided the Authority's full percentage share of the Minimum Selling Price is paid by the Contractor to the Authority in full.

RFQ shall mean Request for Quotation.

Routine Task, Tasking or Taskings shall mean firm instructions placed on the Contractor by the Authority which requires the Contractor to collect and dispose of Waste in accordance with the provisions of the Contract.

TFS shall mean Transfrontier Shipment of Waste.

UIN shall mean Unit Identity Number, a unique reference number to identify Units, organisations within the Ministry of Defence and the Armed Forces.

Unloading shall mean the point at which any Asset is deposited in either the Contractor or Authority's premises.

Waste shall mean all the items listed as within the scope of the contract, which require disposal.

Schedule 2 - Schedule of Requirements

707973450 – Schedule 2 – Schedule of Requirements

Item No.	Description	Price (£)
1	<p>The Contractor shall deliver a complete service as detailed in this Schedule 2:</p> <p>The Collection, Marketing and Sales of Clothing and Miscellaneous Assets in the United Kingdom</p> <p>Lot 1 – Clothing and Textiles</p> <p>Lot 2 – Miscellaneous Assets</p> <p>covering Routine and Extraordinary Tasks in Great Britain in accordance with the Statement of Requirements at Annex A to Schedule 2. The period of the Contract will be from 29th January 2024 and will expire on 29th January 2028 The service will comprise:</p>	
1a	<p>Routine Tasks shall include but not be limited to:</p> <p>a. Collection and transportation of Commercial Assets</p> <p>b. The storage of the products pending sale.</p> <p>c. Return from recovered and recycled products where allowable by the Authority</p> <p>e. The disposal as waste of all remaining product</p>	<p>Percentage share of the Gross Selling Price of each Commercial Asset, in respect of all sales income.</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>
1b	<p>Extraordinary Tasks or Call-off Contracts by the date and as specified in each individual task, and agreed in accordance with Special Condition 46, Clause 12 of the Contract and the relevant prices on the Pricing Matrix.</p>	<p>As per individual Task using Firm Price payable by the Authority in accordance with the relevant prices on the Pricing Matrix and agreed Percentage Sales Return</p>
1c	<p>Additional work as a consequence of goods received in error or discrepancies between the task and the goods received as specified in each individual GRIE and agreed in accordance with Special Condition 46, Clause 13 of the Contract and the relevant prices on the Pricing Matrix.</p>	<p>As per individual GRIE/ Discrepancy</p>

2	As a consequence of providing the service detailed at Item 1 above, the Contractor shall provide the following documentation:	
2a	Risk Management Plan: Draft to be submitted within 4 weeks of contract award Final document to be approved within 8 weeks of contract award.	
2b	Documents to be supplied: The contractor shall provide up to date Management Information (MI) reports as detailed below: a. As specified in Annex B to Schedule 2 (Required Management Information). b. 5 business days in advance of each Progress Review Meeting. c. When requested to do so in advance of any ad-hoc Meeting.	
2c	Duty of Care Audit in accordance with Clause 7.1 of Special Condition 46 in the contract. The first visit must take place within 3 months of contract award and audits will thereafter take place annually.	

Schedule 2 – Annex A - 7079773450
STATEMENT OF REQUIREMENT

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1. PURPOSE

- 1.1 To offer the Defence Equipment Sales Authority (DESA) Customers a fully managed Service for the Collection, Marketing, Sale and Disposal of Commercial Assets, including administration, customer interface, collection and sale. The service provided should be legally and environmentally compliant and offer a cost-effective solution.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

DESA is the organisation within the UK Ministry of Defence (UK MOD) with delegated authority to sell or dispose of surplus UK MOD equipment.

3. SCOPE OF REQUIREMENT

A fully managed service for the Service for the Collection, Marketing, and Sale and Disposal of Commercial Assets which delivers a best value for money service to DESA and MOD. The service shall include, but not be limited to:

- 3.1.1 Managed Service: The Contractor shall provide suitably skilled and experienced staff to liaise with MOD Customers and stakeholders daily to fulfil their disposal requirements and needs relating to the Collection, Marketing, Sale and Disposal of Commercial Assets.
- 3.1.2 The Contractor will be required to manage all aspects of these requirements, including processing Customer Taskings, and the Collection, Marketing, Sale and Disposal of Commercial Assets.
- 3.1.3 The Contractor shall be required to submit, on a monthly basis, management statistics, as detailed in Annex B to Schedule 2.
- 3.1.4 The Contractor shall ensure that all Commercial Assets are stored and handled in accordance with all applicable legislation. The Contractor shall take all necessary steps during storage and handling:
 - 3.1.4.1 to ensure that the Authority's property is afforded appropriate security protection;
 - 3.1.4.2 to prevent loss of, or damage to the Commercial Assets or any other property of the Authority, including damage or deterioration due to weather;
 - 3.1.4.3 to prevent death or personal injury;
 - 3.1.4.4 to prevent claims from third parties;
 - 3.1.4.5 to protect the Authority from reputational damage;
 - 3.1.4.6 to take any measures necessary so that the value of the Commercial Assets are not adversely affected.
- 3.1.5 Collection: The Customer shall task the Contractor by issuing a Tasking Letter, for each separate disposal requirement. This will provide the Contractor with written details of the Customer's requirement to include:

- a. The collection, marketing and sales of Commercial Assets;
- b. the storage of the Commercial Assets at suitable premises prior to sale, recycling, treatment and / or final disposal;
- c. the management of waste towards the upper and more sustainable end of the waste hierarchy, to include preparing for reuse and recycling of waste streams wherever possible / appropriate;
- d. the supply of appropriate transportation and storage media to store and collect the wastes.
- e. It should be noted that during the life of the contract, DESA expects to move to using a web portal for issuing requests for quotes, and Tasking Letters.

3.1.6 Reporting: DESA/DIO requires comprehensive reporting as detailed within 4.3.

3.1.7 Mandatory requirements:

- a. The capacity and storage to offer a service for the Collection, Marketing, Sale and Disposal of Commercial Assets across the United Kingdom.
- b. Contractor must be in possession of all necessary licences and environmental permits to allow legal and compliant collections, transportation, storage, and sale of Commercial Assets and shall ensure full compliance with all relevant and extant EU and UK Health & Safety regulations and legislation as detailed within the Terms and Conditions of Contract.

4. THE REQUIREMENT

4.1 Contract Requirements and Deliverables:

The Contractor shall deliver a complete service for the Collection, Marketing, Sale and Disposal of Commercial Assets in the United Kingdom in the following Lots detailed below;

Lot 1 – The Collection, Marketing and Sales of Clothing and Textiles

Lot 2 – The Collection, Marketing and Sales of Miscellaneous Assets

Covering Priced and Extraordinary tasks in the United Kingdom in accordance with this Statement of Requirement.

The Contract will be for a period of 4 years from commencement. The Lots are detailed below, and may include (but are not limited to):

LOT 1 (CLOTHING AND TEXTILES)

- Armoured Vests (excluding MOD Armour Plates)
- Combat Wear
- Parade Wear
- Ceremonial Clothing (including Swords)
- Waterproof and Cold Climate Clothing
- Protective Clothing, e.g. Overalls, Gloves
- Headwear, e.g. Balaclavas, Hard Hats, Ceremonial Headwear, Combat Helmets
- Footwear, e.g. Safety Boots, Training Shoes, Spurs and Socks
- Textiles, e.g. Bulk material, Drapery, Towels, Parachute fabric
- Bedding e.g. pillowcases, sheets, blankets, new mattresses
- General Textiles, e.g. buttons and fasteners, badges and flags
- Military Textiles, e.g. camouflage nets, webbing, face veils, awnings, tarpaulins, empty sandbags, rope, rucksacks, bags, saddlery and other equine items.
- Camping Equipment, e.g. Tents, insulation liners, sleeping bags and mats, mess tins, cooking utensils, heaters, lanterns, water bottles and carriers, Jerry cans

LOT 2 (Miscellaneous Assets)

- Hospital Equipment, e.g. Scanners, Beds, Specialised clothing, Consumables, Operating Theatre Equipment, X-Ray Equipment, Laboratory Equipment
- Dental Equipment, e.g. Chairs, Equipment, Consumables
- Catering Equipment, e.g. Field Cookers, Commercial Catering Equipment, Utensils, Food Containers, Flasks, Crockery
- Gymnasium Equipment, e.g. Cardiovascular Equipment, Body Building Equipment, Workout Stations, Floor Mats
- Photographic and Surveying Equipment, e.g. Cameras, Lenses, Projectors, CCTV Equipment, Photographic Printing Equipment, Lighting and Tripods.
- Tools and Engineering, e.g. Hand Tools, Power Tools, Work Benches, Lifting and Handling Equipment, Toolboxes, Lathes, Drills, Routers, Welding Equipment, Chainsaws, Consumables
- Communication Equipment, e.g. Telescopic masts, PA Systems, Loudspeakers, Switchgear
- Electrical Equipment, e.g. Fans, Motors, Regulators, Amplifiers, Battery Chargers, Household Domestic Items, White Goods
- Test Sets, e.g. Oscilloscopes, Calibration Equipment, Multi Meters, Mainframes, Power Meters and Generators, Multipliers, Test Sets and Equipment.
- Raw Material, e.g. Welding Rods, Stock Timber.
- General Equipment, e.g. Locomotives and Rolling Stock, Cranes, Ladders, Safety Steps, Wire Ropes, Packaging Equipment and Materials, Unused Barbed Wire, Metal Racking and Shelving, Boxes and Storage Materials, Storage Containers, Transit Cases, Pallets, Portacabins, Dustbins, Chemicals and Paint which are new and in date.

- Memorabilia and Official Gifts, e.g. Designer Watches, Jewellery, Ornamental Items, Glassware, Dinner and Cutlery Sets, Ties
- Office and Domestic Accommodation Furniture.

ITEMS SPECIFICALLY EXCLUDED FROM THE REQUIREMENT INCLUDE:

- Scrap Metal, or the sale of composite metal assets for scrap purposes
 - Explosives (or material which contains explosives/explosive devices)
 - Weapons and associated spares
 - Hazardous Goods (excluding assets within the scope of the contract)
 - Food/Rations
 - Spares for Aircraft/Ships/Vehicles Armoured and non-Armoured
 - Military Specific communication equipment and assets for systems such as BATES, Cymbeline, Clansman, BOWMAN
 - IT Equipment
 - Pharmaceuticals
 - Classified Equipment/Documents
 - Combat knives, machetes, survival knives
 - Chemical, Biological, Radiological and Nuclear protective clothing and equipment.
 - Broken furniture, soiled mattresses and domestic furniture.
- a. It is the Contractor's responsibility to ensure that Health and Safety and Environmental Legislation are always observed and complied with, including local MOD Health & Safety arrangements in force whilst visiting MOD Sites.
- b. There may be items which contain minimal radioactive materials, however the Authority expects such items to be sealed sources of radiation, such as watches, dials, medical equipment or compasses. The items will mainly contain Tritium, or on very rare occasions, Germanium. Medical equipment may contain sources of Ionising Radiation.
- c. The Customer gives no guarantee that assistance will be provided with the loading of Commercial Assets although, where possible, the Customer will endeavour to assist. The Contractor shall comply with all relevant Security Regulations when employed on MOD sites. The Contractor shall remove declared Commercial Assets within a defined period of time with the standard collection period of 10 working days unless otherwise agreed with the Units.
- d. Collections shall be carried out during normal business hours (Monday – Thursday, 0900 – 1600 and Fridays 0900 – 1200), unless otherwise agreed with the Unit / establishment point of contact.
- e. From time to time and where specifically requested, there may be urgent requirements, and the timescale for these will be agreed with the Contractor on a case-by-case basis.

4.2 Accounting and Reporting to the Authority.

The contractor shall provide up to date Management Information (MI) reports as detailed at Annex B to Schedule 2.

5. TASKING

5.1 Tasks

Tasks are defined in the contract conditions, in special condition 46, Clause 11.

5.2 EXTRAORDINARY TASKS

Extraordinary Tasks are defined in the contract conditions, in special condition 46, Clause 12.

5.3 GOODS RECEIVED IN ERROR AND DISCREPANCIES

Goods Received in Error and Discrepancies are defined in the contract conditions, in special condition 46, Clause 13.

5.4 TASKING FOR NORTHERN IRELAND

All tasking required for Northern Ireland requires a quotation and therefore shall follow the 'Extraordinary' Tasking route. Any pricing in the Pricing Matrix excludes Northern Ireland.

5.5 DISPUTES

If any dispute cannot be resolved between the Contractor and the Customer, it shall be passed to DESA Contract Team for resolution and if necessary escalated as per the Terms and Conditions of the overarching contract.

6. CONTINUOUS IMPROVEMENT

6.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

6.2 The Supplier should present new ways of working to the Authority during quarterly Contract review meetings.

6.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

7. STAFF AND CUSTOMER SERVICE

- 7.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a complete management service for the Collection, Marketing, Sale and Disposal of Commercial Assets.
- 7.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 7.3 The Supplier shall ensure that staff understand the Authority's objectives and will provide customer service commensurate with the standards set out in the Key Performance Indicators to the Customer and Authority throughout the duration of the Contract.

8. PRICING, PAYMENT AND INVOICING

The Customer shall pay the Contractor a firm price for all the activities and transport completed under the contract as defined in the Pricing Matrix and in accordance with Condition 35 of the Contract. It should be noted that this is the maximum price the Customer shall pay, but if over the course of the contract the Contractor finds a cheaper, but equally compliant disposal solution, it should be offered to Customers. All costs shall be recovered by the contractor on a task-by-task basis by raising an electronic invoice. Full operating details will be provided to the winning bidder prior to the commencement of the new contract.

- 8.1 Payment can only be made following satisfactory completion of each Task.
- 8.2 Electronic invoices should be submitted to the Customer for payment via the Authority's electronic payment system.

9. CONTRACT MANAGEMENT

- 9.1 The Contractor and or nominated representative(s) shall be required to attend quarterly progress meetings with the Authority in accordance with Clause 18 of Special Condition 46 of the Contract. To enable discussion at the meetings the Contractor will be required to provide, 5 working days prior to the meeting, update reports on the Managed Service, Collections and disposal strategy, innovative waste recycling solutions, new technologies and any forthcoming changes to legislation. The meetings are expected to vary in location, with initial meetings held face-to-face, but it is anticipated that the majority of meetings will be held virtually. Face-to-face meetings will vary between the Authority's offices in Bicester, or the contractor's premises.
- 9.2 Attendance at Contract Review meetings shall be at the Supplier's own expense.

10. LOCATION

- 10.1 The location of the Services will be carried out at MOD sites within United Kingdom.

Schedule 2 Annex B Required Management Information

705787450 – Annex B to Schedule 2 - Management Information Required

The Authority has a web portal, the Disposition Management System, for processing Taskings and Declarations. It will allow real-time updates to enable accurate reporting as and when required. It reduces time spent processing ad-hoc queries, but information will need to be maintained and input correctly into the system, and the Contractor should have a back-up of all information for times when there is downtime in the system, so that information can be made available to the Authority when necessary.

The Contractor must therefore maintain and supply the information below:

Monthly Information Required:

Goods Received and Stock Report

Report on any Goods Received and Stock, showing:

Date Task Issued

Task/Declaration Number

Description

Quantity

Date Task Completed

NATO Stock Number

Consignor

Collection Address

Post Code

Condition

Stock Location at Contractor's Premises

Minimum Selling Price

Assessed Market Value

Number of Working Days to complete Task

Volume Collected

Category

Comments

Sales Report

Report on any Sales, showing:

Date Task Issued

Task/Declaration Number

Description

Quantity

Date Task Completed

NATO Stock Number

Value of Sale

Purchaser's Identity

Issue Voucher Number

Date of payment to the Authority

Category

Environmental Report

This report must be in accordance with the Environmental Protection Act Part II.

A report is required for the Defence Infrastructure Organisation (DIO) every month, which must contain the following information:

Collection Site

EWC Code

Waste Description

Reading Type (e.g. customer estimated, supplier estimated, automated reading, estimated weight, weighed, converted from volume, submitted QR volume, reconciled QR volume) (note, QR = quantity received).

Fiscal Period (e.g. 2024 - AP04) (Accounting Period 4, see Definitions at Annex A to Schedule 1)

Base Unit of Measure (Kilogrammes, Litres or Tonnes)

Details of the waste disposal with quantities for the following categories:

Incinerated without energy recovery/ Incinerated with energy recovery/ Recycled/ Composted/ Landfill/ Re-use/ Anaerobic Digestion/ Hazardous or Non-Hazardous

Quarterly Reports:

Discrepancy and Goods Received in Error (GRIE) Reports

Task/Declaration Number

Purchase Order Number

Date of Task

Date Collected

Details of discrepancy or error (e.g. difference in quantity, difference in level of contamination, waste not within the scope of the contract). This should make clear the difference between the Task and what was received.

Weighbridge Ticket No. (if applicable)

Additional Costs – if there are additional costs these need to be explained with reference to the Pricing Matrix where possible, clearly documenting the reason(s) for the additional costs.

Recycling Report

A narrative to be supplied against each disposal, giving details of the ultimate disposal route, including the amount of material recycled or energy recovered, detailing how the material was recycled or re-used (if appropriate).

Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 29 th January 2028
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: Not Applicable
Condition 7 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: Chris Frost (as per Annex A to Schedule 3 (DEFFORM 111)) Project Manager: Johnny Gustar (as per Annex A to Schedule 3) (DEFFORM 111))
Condition 18 – Notices: Notices served under the Contract shall be sent to the following address: Authority: Defence Equipment Sales Authority, Building C16, C Site, MOD Bicester, Arncott, Bicester, OX25 1NY (as per Annex A to Schedule 3 (DEFFORM 111)) Contractor: Ramco (UK) Limited, Church Road South, Skegness PE25 3RS Notices can be sent by electronic mail. Yes
Condition 19.a – Progress Meetings: The Contractor shall be required to attend the following meetings: On a quarterly basis
Condition 19.b – Progress Reports: The Contractor is required to submit the following Reports: Monthly Reports shall be Delivered to the following address: via email to Project Manager and Commercial Officer

Supply of Contractor Deliverables
Condition 20 – Quality Assurance: <p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>No</p>
Condition 21 – Marking of Contractor Deliverables: <p>Special Marking requirements:</p> <p>Not Applicable</p>
Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables: <p>A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Condition 25 – Timber and Wood-Derived Products: <p>A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)</p> <p>to be Delivered by the following date:</p>
Condition 26 – Certificate of Conformity: <p>Is a Certificate of Conformity required for this Contract? No</p> <p>Applicable to Line Items: Not Applicable</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain?</p> <p>Yes</p> <p>Applicable to Line Items:</p>

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor: **Not Applicable**

Special Delivery Instructions:

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

Condition 28.c - Collection by the Authority:

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

Not Applicable

Special Delivery Instructions:

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

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

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 22):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? No

If required, Delivery address applicable:

Not Applicable

Pricing and Payment

Condition 35 – Contract Price:

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

Line Items Year 4 prices

Clause 46. refers

Termination

Condition 42 – Termination for Convenience:
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The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here.

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>

See Annex A to Schedule 3 (DEFFORM 111)

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

Contract No:

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;
and:
- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and
 - (2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
 - ii) the date of such determination.
6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

- a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or
- b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:
 - (1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or
 - (2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)

Contract No: 707973450

Contract No: 707973450
Description of Contractor's Sensitive Information: Ramco's response to Technical Questions and Commercial Percentage
Cross Reference(s) to location of Sensitive Information: Answers to Technical Questions for Lots 1 and 2 numbered 1.2.1 to 1.2.5 inclusive of pricing.
Explanation of Sensitivity: The tender offer is based upon a calculation of the recovery of fixed overhead costs and how Ramco will achieve this.
Details of potential harm resulting from disclosure: Publication of our operational process and innovative strategies may prejudice Ramco's commercial interests by allowing others to gain a future competitive advantage.
Period of Confidence (if applicable): Throughout the duration of the contract.
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Company Secretary Address: Church Road South, Skegness, Lincolnshire, PE25 3RS Telephone Number: [REDACTED] Email Address: [REDACTED]

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

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

Contract No: 707973450

Contract Title: The Collection and Sale of Clothing and Textiles and Miscellaneous Assets

Note from the Authority: This form is here for completeness, but does not need to be submitted by the Contractor.

Contractor:

Date of Contract:

* To the best of our knowledge there are no hazardous Substances, Mixtures or Articles in the Contractor Deliverables to be supplied.

* To the best of our knowledge the hazards associated with Substances, Mixtures or Articles in the Contractor Deliverables to be supplied under the Contract are identified in the Safety Data Sheets or UK REACH Communication attached in accordance with Condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

.....

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Phone Number:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Spruce 2C, #1260

MOD Abbey Wood (South)

Bristol BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMULTI@mod.gov.uk

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

Data Requirements for Contract No: 707973450

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

Note from the Authority: this document is here for completeness and does not need to be completed by the contractor.

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29)

Contract No: 707973450

There is no specific acceptance procedure likely to be required in fulfilling this contract.

SC2 – Schedule 9 – Publishable Performance Information

Schedule 9 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 707973450

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating	Comment
<u>KPI 1 - Collection</u> On receipt of Task documentation, the Contractor shall agree a time and date for collection of declared products with the relevant point of contact. Unless otherwise agreed by exception, such Collection and Removal of Assets from MoD locations in the UK shall be completed within 20 (twenty) Business Days of receiving the authorised Task. An incident shall be considered as a failure if the Contractor fails to respond to the MoD's Collection requirements within 20 Business Days (with an expected customer collection confirmation within the first 5 days of the overall 20) unless otherwise agreed by exception. A KPI failure will only be recorded if the Supplier is considered to be at fault by the Authority. The Service Level Target is ■ of collections on time. This will be measured monthly. Failure to achieve the required Service Level in any calendar month shall attract a Service Credit as shown at Clause 21 of Special Condition 46 of the Contract.	Good*: ■■■■■■	Monthly				
	Approaching Target: ■■■■■■					
	Requires Improvement: ■■■■					
	Inadequate ■■■■					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating	Comment
<u>KPI 2- Financial Return from Sales and Recovered and Recycled Products</u> Payment to the Authority within 4 Business Days after the end of each month the Authority's agreed return received in the previous month. An incident shall be considered as a failure if the Contractor fails to submit the relevant payment within the agreed timescale or submits a lower inaccurate payment than that due. The Service Level Target is [REDACTED] of Receipts due paid on time. This will be measured monthly.	Good*: [REDACTED]	Quarterly				
	Approaching Target: [REDACTED]					
	Requires Improvement: [REDACTED]					
	Inadequate: [REDACTED]					
<u>KPI 3 - Quotations</u> For all Extraordinary Tasks or Requests for Quotations (RFQs), submit quotations to the Authority within 10 Business Days of receipt, or other timescale agreed by the Customer. An incident shall be considered as a failure if the Contractor fails to submit a quotation within the Business Days specified above or otherwise agreed with the customer. The Service Level Target is [REDACTED] of quotations received on time. This will be measured monthly.	Good*: [REDACTED]	Monthly				
	Approaching Target: [REDACTED]					
	Requires Improvement: [REDACTED]					
	Inadequate: [REDACTED]					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating	Comment
<p><u>KPI 4 – Goods Received in Error and Discrepancies</u></p> <p>Submit to the Authority all reports on Goods Received in Error and Discrepancies (GRIEs) within 10 Business Days of erroneous receipt, or discrepancies in receipts of the subject Commercial Assets.</p> <p>An incident shall be considered as a failure if the Contractor fails to submit the information within the stated timescales.</p> <p>The Service Level Target is [REDACTED] of GRIEs received on time. This will be measured monthly.</p>	Good*: [REDACTED]	Monthly				
	Approaching Target: [REDACTED]					
	Requires Improvement: [REDACTED]					
	Inadequate: [REDACTED]					

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating	Comment
<p><u>KPI 5 Social Value</u></p> <p><u>New Business Job Skills (MAC 2.2)</u></p> <p>Number of full-time equivalent (FTE) employment opportunities created under the contract by UK region: ■</p> <p>Number of apprenticeship opportunities (Level 2, 3 and 4+) created or retained under the Contract by UK region: ■.</p> <p>Number of training opportunities (Level 2, 3 and 4+) created or retained under the Contract, other than apprentices, by UK region: ■.</p> <p>Number of people-hours of learning interventions delivered under the Contract, by UK region: ■.</p> <p><u>Environment (MAC 4.1)</u></p> <p>Number of people-hours spent protecting and improving the Environment under the Contract, by UK region: ■.</p> <p>Number of green spaces created under the Contract, by UK region: ■.</p> <p>Annual reduction in water use arising from the performance of the Contract, measured in litres: ■.</p> <p>Annual reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE): ■.</p> <p>Metrics will be agreed with the Authority based on progress made at each appropriate point. Ramco will use the Social Value Portal's National Themes Outcomes & Measures (TOMs) Social Value Tool to report on this and demonstrate that targets are being met.</p>	Good ■ based on figures in the table below	Quarterly				
	Approaching Target: ■					
	Requires Improvement : ■					
	Inadequate: ■					

Table of Ratings For the Social Value KPI

Table 1		Ratings based on the number of full-time equivalent (FTE) created under the contract by UK region: (Target ■)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 2		Ratings based on the number of apprenticeship opportunities (Level 2, 3 and 4+) created or retained under the Contract by UK region: (Target ■)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 3		Ratings based on the number of training opportunities (Level 2, 3 and 4+) created or retained under the Contract other than apprentices, by UK region: (Target)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 4		Number of people-hours of learning interventions delivered under the Contract other than apprentices, by UK region: (Target)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

ENVIRONMENT (MAC 4.1)

Table 5		Ratings based on the number of people-hours spent protecting and improving Environment under the contract by UK region: (Target)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 6		Ratings based on the number of green spaces under the contract by UK region: (Target).
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 7		Ratings based on the annual reduction in water use arising from the performance of the Contract, measured in litres: (Target)
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

Table 8		Ratings based on the annual reduction in emissions of greenhouse gases arising from the performance of the Contract, measured in metric tonnes carbon dioxide equivalents (MTCDE):
Quarter	Year	Good
Apr-May-Jun	2024	No Target, quarterly reports on progress.
Jul-Aug-Sep	2024	
Oct-Nov-Dec	2024	
Jan-Feb-Mar	2024	
Apr-May-Jun	2025	
Jul-Aug-Sep	2025	
Oct-Nov-Dec	2025	
Jan-Feb-Mar	2025	
Apr-May-Jun	2026	
Jul-Aug-Sep	2026	
Oct-Nov-Dec	2026	
Jan-Feb-Mar	2026	
Apr-May-Jun	2027	
Jul-Aug-Sep	2027	
Oct-Nov-Dec	2027	
Jan-Feb-Mar	2027	
Apr-May-Jun	2028	
Jul-Aug-Sep	2028	
Oct-Nov-Dec	2028	
Jan-Feb-Mar	2028	

SC2 – Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. PART A – Notification of IPR Restrictions

Authority Note: This is here for completeness, but as there are no IPR CONDITIONS, the Contractor does not need to complete this document.

1. <u>ITT / Contract Number</u>		707973450		
2. <u>ID #</u>	3. <u>Unique Technical Data Reference Number / Label</u>	4. <u>Unique Article(s)* Identification Number / Label</u>	5. <u>Statement Describing IPR Restriction</u>	6. <u>Ownership of the Intellectual Property Rights</u>
1				
2				
3				
4				
5				
6				

Please continue on additional sheets where necessary.

* Article(s), for the purpose of this form only, means part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

PART B – System / Product Breakdown Structure (PBS)

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

SCHEDULE 11 - INSURANCE

1 Insurance

1.1 Without prejudice to its liability to indemnify or otherwise be liable to the Authority under this Framework Agreement, the Framework Provider shall for the periods specified in Schedule 12 (Required Insurance) take out and maintain or procure the taking out and maintenance of the insurances as set out under this Schedule 11 Insurance and Schedule 12 (Required Insurance) and any other insurances as may be required by law, together the Required Insurances. The Framework Provider shall ensure that each of these Required Insurances are effective in each case not later than the date on which the relevant risk commences.

1.2 The Required Insurances shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international insurance market.

1.3 Where specified in Schedule 12 the Framework Provider shall ensure that the relevant policy of insurance shall contain an indemnity to principals clause or additional insureds equivalent, under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage, and for which the Framework Provider is legally liable in respect of this Framework Agreement.

1.4 Where the minimum limit of indemnity required in relation to any of the Required Insurances is provided as being "in the aggregate" and the level of insurance cover available falls below that minimum because a claim or claims, the Framework Provider shall ensure that the insurance cover is reinstated to maintain at all times the minimum limit of indemnity specified Schedule 12.

1.5 The Framework Provider shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.

1.6 The Authority may elect (but shall not be obliged) where notice has been provided to the Framework Provider to purchase any insurance which the Framework Provider is required to maintain pursuant to any Task but has failed to maintain in full force and effect, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Framework Provider.

1.7 The Framework Provider shall from the commencement date of the Task and within fifteen (15) working days after the renewal of each of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that the Required Insurances are in full force and effect and meet in full the requirements of this Schedule 11 Insurance and Schedule 12 (Required Insurance) for the duration of the Task. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Framework Provider of its liabilities and obligations under this Framework Agreement.

1.8 The Framework Provider shall notify the Authority in writing at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances. This Clause 1.8 shall not apply where the termination of any Required Insurances occurs purely as a result of a change of insurer in respect of any of the Required Insurances required to be taken out and maintained in accordance with this Schedule 11.

1.9 The Framework Provider shall promptly notify to insurers any matter arising from, or in relation to this Framework Agreement for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to the Framework Agreement, the Framework Provider shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

1.10 Except where the Authority is the claimant party, the Framework Provider shall give the Authority notice within twenty (20) working days after any insurance claim in excess of [fifty thousand pounds £50,000] relating to any Task on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

1.11 Where any Required Insurance requires payment of a premium, the Framework Provider shall be liable for such premium.

1.12 Where any insurance referred to in this Schedule 11 Insurance and Schedule 12 (Required Insurance) is subject to an excess or deductible below which the indemnity from insurers is excluded, the Framework Provider shall be liable for such excess or deductible. The Framework Provider shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Framework Agreement or otherwise.

Schedule 12 Insurance Required

SCHEDULE 12 – REQUIRED INSURANCE

Policies of insurance to be taken out and maintained by the Framework Provider and/or for the Framework Provider to procure the taking out and maintenance in respect of Lot 1 – Clothing and Textiles and Lot 2 – Miscellaneous Items.

1. Third Party Public Liability Insurance

1.1 Insured

1.1.1 Framework Provider

1.1.2 Authority

each for their separate interests.

1.2 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

1.2.1 death or bodily injury to or sickness, illness or disease contracted by any person

1.2.2 loss of or damage to property

happening during the Period of Insurance and arising out of or in connection with the Task

1.3 Limit of Indemnity

Lot 1

1.3.1 Not less than [twenty million pounds (£20,000,000)] in respect of any one occurrence, the number of occurrences being unlimited, but [twenty million pounds (£20,000,000)] any one occurrence but in the aggregate per annum in respect of asbestos, products and pollution liability (to the extent covered by the policy). Where any limit is provided in the annual aggregate, Clause 1.5 of Schedule 11 shall apply.

Lot 2

1.3.2 Not less than [thirty million pounds (£30,000,000)] in respect of any one occurrence, the number of occurrences being unlimited, but [thirty million pounds (£30,000,000)] any one occurrence but in the aggregate per annum in respect of asbestos, products and pollution liability (to the extent covered by the policy). Where any limit is provided in the annual aggregate, Clause 1.5 of Schedule 11 shall apply.

Lot 2 only

1.3.3 Where required by or stipulated by Network Rail and / or the Office of Rail and Road (or successor organisations), not less than one hundred and fifty-five million (£155,000,000) or statutory amount (whichever is the higher) in respect of any one occurrence, the number of occurrences being unlimited.

1.4 Period of Insurance

From the commencement of Task for the duration of the Task and renewable on an annual basis unless agreed otherwise

1.5 Principal Cover Features and Extensions

1.5.1 Indemnity to principals clause (or equivalent)

1.5.2 Legal defence costs

1.5.3 Where applicable, airside liability insurance in respect of relevant risks associated with the Task.

1.5.4 Authority co-insured status with attendant non vitiation, waiver of subrogation and notice of cancellation clause.

1.6 Principal Exclusions

1.6.1 War and related perils

1.6.2 Nuclear and radioactive risks

1.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment

1.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles

1.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured

1.6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property

1.6.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel

1.6.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence

1.7 **Maximum Deductible**

Not to exceed **£10,000 Maximum Deductible threshold** in respect of each and every third-party property damage claim (personal injury claims to be paid in full).

Property Damage "All Risks" Insurance (only in respect of items to be sold or recycled)

2.1 Insureds

2.1.1 Contractor.

2.1.2 Authority

each for their separate interests.

2.2 Insured property

Any property of whatsoever nature or description which is to be sold or recycled, which are the subject matter of the Task and which is the property of the Contractor or for which the Contractor may be responsible including property for which the insured has an obligation to insure under the Framework Agreement.

2.3 Basis of coverage

"All Risks" of physical loss or damage to the Insured Property from any cause not excluded.

2.4 Sum Insured

At all times an amount not less than the total reinstatement or replacement value of the Insured Property plus provision to include other cover features and extensions, as appropriate.

2.5 Period of insurance

From the commencement of Task for the duration of the Task and renewable on an annual basis unless agreed otherwise

2.6 Cover features and extensions

2.6.1 Terrorism.

2.6.2 Automatic reinstatement of sum insured.

2.6.3 Capital additions clause.

2.6.4 Seventy-two (72) hour clause.

- 2.6.5 European Union local authorities' clause.
- 2.6.6 Professional fees
- 2.6.7 Debris removal.
- 2.6.8 Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.
- 2.6.9 Plans and documents.
- 2.6.10 Temporary off-site storage.
- 2.6.11 Authority co-insured status with attendant non vitiation, waiver of subrogation and notice of cancellation clause

2.7 Principal exclusions

- 2.7.1 War and related perils.
- 2.7.2 Nuclear/radioactive risks.
- 2.7.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2.7.4 Wear, tear and gradual deterioration, latent defect, defective design, materials and workmanship but not excluding consequential damage resulting therefrom.
- 2.7.5 Consequential financial losses.
- 2.7.6 Cyber risks.

2.8 Maximum deductible threshold

Not to exceed **£250, Maximum Deductible threshold** each and every claim.

3. Goods in Transit Insurance (only in respect of items to be sold or recycled)

3.1 Insured

Contractor

3.2 Insured Property

All property and interest of every description for all transits by road or air within the United Kingdom that are in the care, custody or control or are otherwise the responsibility of the Contractor in connection with the Contract.

3.3 Coverage

Primary property damage perils in respect of physical loss or damage to the Insured Property unless otherwise excluded.

3.4 Limit of Indemnity

Not less than the replacement value in respect of any one transit / conveyance unless specified by the Authority.

3.5 Period of Insurance

From the date of the Contract on an "open" cover basis, and specifically from the commencement of the relevant transits until the delivery to the site including loading and unloading.

3.6 **Maximum deductible threshold**

Not to exceed **£250 Maximum Deductible threshold** each and every claim.

4. **Pollution Liability Insurance (only in respect of items subject to disposal or destruction) – Required for Lot 2 only**

4.1 **Insured**

Framework Provider

4.2 **Interest**

To indemnify the Insured in respect of all sums that the Insured may become legally liable to pay consequent to a pollution incident and/or action by a relevant authority (including but not limited to a local authority, Environmental Agency or any judicial authority) or a third party, including the Authority, and resulting in a claim or claims first made against the Insured and reported to the insurer during the policy period. A pollution incident relates to either pollution in existence at the date of the Task disturbed or in some way aggravated, released or made worse by the Insured or pollution caused by the Insured in connection with the Task.

4.3 **Limit of Indemnity**

Not less than five million (£5,000,000) in respect of any one occurrence and in the annual aggregate.

4.4 **Period of Insurance**

From the date of the Task the duration of the Task (the policy period not to exceed three years unless agreed otherwise by the Authority).

4.5 **Principal Cover features and extensions**

4.5.1 Regulatory or third party claims for on site clean-up of pre-existing and new causes arising from the act or omission of the Insured.

4.5.2 Regulatory or third party claims for off-site clean-up of pre-existing and new Causes arising from the act or omission of the Insured.

4.5.3 Third party claims for on-site and off-site property damage from pre-existing and new causes arising from the act or omission of the Insured).

4.5.4 Legal costs.

4.5.5 Retroactive cover from the date of the Task or retroactive date no later than the date of the Task in respect of any policy provided on a claims made form of policy wording.

4.6 Principal exclusions

4.6.1 War and related perils.

4.6.2 Nuclear/radioactive risks but this exclusion shall not apply to naturally occurring materials that may become a pollution cause as a consequence of relocation.

4.6.3 Asbestos (exclusion not to extend to asbestos remediation costs with respect to soil and groundwater).

4.6.4 Deliberate, wilful and intentional non-compliance with any statutory regulation ordinance or instruction of any government agency or body, or executive, judicial or administrative order.

4.6.5 Criminal fines and penalties.

4.6.6 Terrorism.

4.7 Maximum deductible threshold

Not to exceed **£10,000 Maximum Deductible threshold** for each and every loss.

5. Compulsory insurances

5.1 The Framework Provider is required to meet its United Kingdom and all other statutory or insurances required by law worldwide in full. Insurances are required to comply with all statutory requirements including, but to limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

5.2 Where relevant, motor third party airside liability insurance with a limit of indemnity of not less than fifty million pounds (£50,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with the Contract.

Schedule 13

TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

- 1.1 In this Schedule 13 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 13 Part 1 unless the context otherwise requires:

"Data protection legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of a Previous Contractor Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means **Ramco (UK) Limited**;

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in Schedule 2;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 13 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.
- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions "repudiatory breach", "substantial change" and "material detriment" shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee's terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

- 3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

- 3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:
- (a) any proposed, agreed or imposed changes to terms and conditions of service;
 - (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
 - (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
 - (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
 - (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 13 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 **Performance Appraisal**

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and

- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.3 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 **Medical**

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is ongoing.

1.6 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;

- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

DEFINITIONS

1.7 In this Schedule 13 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract.

1.8 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 13, Part 1, in this Schedule 13 Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate .

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

(a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

(b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 13 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

(c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;

(d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;

(e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

(a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;

(b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;

(c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information

set out in Part C of Appendix 2 of this Schedule 13 in respect of Subsequent Transferring Employees.

2.1.4 Paragraphs 2.1.1 and 2.1.2 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall procure that its Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.5 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

(a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or

(b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or

(c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or

(d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.5 of this Schedule 13 Part 2.

2.1.6 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 13 Part 2 request from the Contractor any of the

information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Subsequent Transferring Employees

2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

(a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and

(b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Subsequent Transferring Employees

2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

(a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

(b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

(c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

(i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

(ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;

(iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

(iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

(v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and

(vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.4 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal

costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

(a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;

(b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 13 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE
THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 13, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;

2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 13, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

- 1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART C

1.7 Information to be provided within 14 days following a Subsequent Transfer Date:

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

Schedule 14 Pricing Matrix

The Pricing Matrix is an Excel document, which is uploaded separately.

Schedule 15 Bank or Performance Guarantee

THIS DEED OF GUARANTEE AND INDEMNITY GIVEN BY A PARENT COMPANY IN RESPECT OF A SUBSIDIARY

is made the **31st day of January 2024**

BETWEEN:

(1) Piggly Wiggly Holdings Limited a company incorporated in England and Wales with number 09485622 whose registered office is at 27-29 Lumley Avenue Skegness Lincolnshire PE25 2AT("the **Guarantor**"); in favour of

(2) THE SECRETARY OF STATE FOR DEFENCE ("the **Authority**")

WHEREAS:

(A) The Authority proposes to award contract number 707973450 ("the **Contract**") to Ramco (UK) Limited, company registration number 02722506 whose registered office is at 27-29 Lumley Avenue Skegness Lincolnshire PE25 2AT("the **Contractor**").

(B) It is a condition precedent of the Authority entering into the Contract with the Contractor that the Guarantor must first execute and deliver this Deed of Guarantee and Indemnity to the Authority.

Now in consideration of the Authority entering into the Contract, the Guarantor hereby irrevocably and unconditionally agrees with the Authority as follows:

1. The Guarantor shall provide all resources and facilities whether financial or otherwise to enable the Contractor duly to fulfil its obligations in and arising from the Contract subsisting between the Authority and the Contractor at the date of this deed or which shall be entered into at any time after the date of this deed between the Authority and the Contractor(the '**Indemnified Obligations**');

2. If:

a) the Contractor shall fail in any respect duly to perform and observe, or shall otherwise be in breach of, any of the Indemnified Obligations; or

b) any of the Indemnified Obligations are or become void, voidable, unenforceable or otherwise ineffective; or

c) the Contract is terminated owing to a breach or an event of default on the part of the Contractor; or

d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the Contractor's undertaking or assets;

then, forthwith on demand from the Authority the Guarantor shall, as a primary obligation, indemnify the Authority against all losses, claims, liabilities, damages, expenses and costs which may be incurred, met or suffered by the Authority and which arise from or in connection with (whether directly or indirectly) any such matters save that, subject to the other provisions of this deed, the liability of the Guarantor under this clause shall not exceed the liability of the Contractor to the Authority under the Contract.

3. The Guarantor irrevocably and unconditionally undertakes that all sums received or recovered by the Authority:

- a) by way of dividend, composition or payment arising from the liquidation, bankruptcy or otherwise of the Contractor may be taken and applied by the Authority in part satisfaction of the losses, claims, liabilities, damages, expenses and costs referred to in paragraph 2 above, and the Guarantor's obligations under this deed shall stand good in respect of the balance;
- b) under this deed, may be credited to a suspense account and held in such account for so long as the Authority thinks fit pending the application of such monies towards the payment of the Indemnified Obligations;
- c) from the Contractor in respect of any of the Indemnified Obligations, may be applied by the Authority in any manner and in any order towards any debts owed by the Contractor to the Authority (whether or not relating to the Indemnified Obligations) as the Authority may determine (notwithstanding any appropriation or purported appropriation by any person);

4. The Guarantor shall have no right to be subrogated to the Authority and shall not make any claim against the Contractor (unless instructed so to do by the Authority, in which event the Guarantor shall make such a claim) in respect of the Guarantor's performance under this deed, until the Authority has received payment in full of its claim against the Contractor;

5. This deed shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the Contractor or any other person or, where the Contractor is a partnership, by any change in the partners;

6. The Guarantor shall not be discharged or released from its obligations under this deed:

- a) by any arrangement or agreement made between the Authority and the Contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the Contractor: or
- b) by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to the Guarantor's disadvantage, to or of, the obligations imposed upon the Contractor or any other person; or

c) by any forbearance granted by the Authority to the Contractor or any other person as to payment, time, performance or otherwise; or

d) by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this deed relates; or

e) by any other matter or thing which but for this provision might exonerate the Guarantor and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without the Guarantor's knowledge or assent;

7. No failure to exercise or any delay in exercising on the Authority's part any right or remedy under this deed or under the Contract or any other agreement shall operate as a waiver of such right or remedy;

8. Any certificate or determination by the Authority of the amount due under this deed or under the Contract shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates;

9. No settlement or discharge between the Authority and the Guarantor or the Contractor shall be effective if any payment to the Authority in respect of the Contractor's or the Guarantor's obligations to the Authority is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, the Authority shall be entitled to recover from the Guarantor the amount of such payment as if such settlement or discharge had not occurred;

10. The Authority shall not be obliged, before exercising any of its rights under this deed, to take any action against, or make any demand from, the Contractor or any other person;

11. The Guarantor's obligations under this deed are continuing obligations and shall not be considered satisfied, settled or terminated by the Authority giving any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by the Authority of any right or remedy under or arising from this deed shall prevent any further exercise;

12. All payments under this deed shall be made without set-off, counter-claim or other deduction;

13. The Guarantor shall be bound by all court judgments or arbitration awards relating to the contract or any dispute or matter between the Authority and the Contractor;

14. This deed shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

Delivered as a deed on the date of this document.

Executed as a deed by [REDACTED].

in the presence of [REDACTED](original signed)..... Director

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Defence Equipment Sales Authority, Building C16, C Site, MOD Bicester, Arncott, Bicester, OX25 1NY

Email: [REDACTED]



[REDACTED]

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

Name: [REDACTED]

Address Defence Equipment Sales Authority, Building C16, C Site, MOD Bicester, Arncott, Bicester, OX25 1NY.

Email: [REDACTED]



[REDACTED]

3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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



Not Applicable

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

Branch/Name: Not Applicable

Not Applicable

(b) U.I.N. Not Applicable

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: Andrew Waite

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: Not Applicable

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 Arncott, 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.

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Negotiation Deliverables

All Negotiation Deliverables

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 18.a - Contractors Records (reminder)	maintain all records in connection with the Contract for a period of at least six (6) years		Supplier Organization
Obligation Condition 5.b - Notice of	If either Party becomes aware of any inconsistency within or		Supplier Organization

inconsistency between contract documents	between Contractual documents they shall notify the other Party forthwith		
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Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization