

Schedule 1 - Definitions of Contract

Articles	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none">a. Government Department;b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c. Non-Ministerial Department; ord. Executive Agency;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
Conditions	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 Commercially Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
Contractor Deliverables	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;</p>
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	<p>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:</p> <ul style="list-style-type: none">a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);d. International Maritime Dangerous Goods (IMDG) Code;e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;f. International Air Transport Association (IATA) Dangerous Goods Regulations;
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;

DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
Independent Verification	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in

	connection with the Contract;
Issued Property	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;
Legislation	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
Military Packager Approval Scheme (MPAS)	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1);
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
Notices	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas	shall mean non UK or foreign;
Packaging	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity	means the quantity of an item of material to be contained in an

(PPQ)	individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);
Recycled Timber	<p>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:</p> <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; <p>it excludes sawmill co-products;</p>
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Short-Rotation Coppice	means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, 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;
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 44 - 46 (Additional Conditions)

Schedule 2 - Schedule of Requirements for Contract No:

For Signatures Feasibility Study

<u>Contractor Deliverables</u>									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	N/A	N/A	Signatures Feasibility Study	XY	N/A	T0 +6 Months [No later than 31/03/22]	1	TBC	TBC
2	N/A	N/A	Tasking Mechanism Limitation of Liability of £500,000.00 [Validity of 2 Years following completion of Line Item 1]	XY	N/A	As detailed on each order raised by the Authority	As detailed on each order raised by the Authority	As detailed on each order raised by the Authority	Each Individual Task authorised under Item 2 of the Contract is to be priced in accordance with Condition 46 of the Terms and Conditions of Contract using the agreed rates at Schedule 14 of the Contract
Total Price									

Item Number	Consignee Address (XY code only)
1 - 2	As per box 2 of Schedule 3 Annex A

Schedule 3 – Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 31st March 2024

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law ☒

Scots Law ☐ clause 4.d shall apply (one must be chosen)

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with Clause 4.g (if applicable) are as follows:

Condition 7 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: Craig Delaney (as per Box 1 to Annex A to Schedule 3 (DEFFORM 111))

Project Manager: Claire Guffogg (as per Box 2 to Annex A to Schedule 3 (DEFFORM 111))

Condition 18 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: Redacted Under FOIA Exemption

Contractor: TBC

Notices can be sent by electronic mail? ☒ (tick as appropriate)

Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

As detailed in Schedule 9, Paragraph 3 - Deliverables against Item 1 of Schedule 2

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

As detailed in Schedule 9, Paragraph 3 - Deliverables against Item 1 of Schedule 2

Reports shall be Delivered to the following address:

Redacted Under FOIA Exemption

Supply of Contractor Deliverables

Condition 20 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? ☐ (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

ISO9001 Quality Management Systems

Condition 21 – Marking of Contractor Deliverables:

Special Marking requirements:

Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:

Condition 24 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: T0 +1 Month

Condition 25 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? ☐ (tick as appropriate)

Applicable to Line Items:

If required, does the Contractor Deliverables require traceability throughout the supply chain? ☐
(tick as appropriate)

Applicable to Line Items:

Condition 27.b – Delivery by the Contractor:

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

Special Delivery Instructions:

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

Condition 27.c - Collection by the Authority:

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

Special Delivery Instructions:

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

Consignor details (in accordance with Condition 27.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with Condition 22):

Line Items: Address:

Line Items: Address:

Condition 29 – 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 31 – Self-to-Self Delivery:

Self-to-Self Delivery required? ☐ (tick as appropriate)

If required, Delivery address applicable:

Pricing and Payment**Condition 34 – Contract Price:**

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

Termination
Condition 41 – Termination for Convenience: The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here: The Notice period for termination shall be Business Days

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

1. Commercial Officer

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8. Public Accounting Authority

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

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

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

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9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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

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

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

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

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

Tel No:

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

The Contract Number must be shown on all invoices
Dstl Accounts Payable, PO Box 325, Portsdown West, Portsdown Hill Road, FAREHAM, HAMPSHIRE, PO14 9HL

Tel: 01980 950001

Fax: 01980 958118

Invoices for payment may be submitted via e-mail in PDF format to accountspayable@dstl.gov.uk

6. INTENTIONALLY BLANK

12. Forms and Documentation are available through *:

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

Lower Arcnott

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

Applications via fax or email: [DESLCSLS-](mailto:DESLCSLS-@mod.uk)

OpsFormsandPubs@mod.uk

1. Quality Assurance Representative:

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

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

***NOTE**

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

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

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

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

1. Authority Changes

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

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

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

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4.b.(1) above.

5. Contractor Changes

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

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Condition 12) for Contract No:

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No:

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

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with Condition 23. ☐

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 Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

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

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):

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

Schedule 8 - Acceptance Procedure (i.a.w. Condition 28) for Contract No:

In accordance with Conditions 29 (Acceptance) and 30 (Rejection) of SC2 Terms

Schedule 9 – Statement of Requirement

Item 1 of Schedule 2: Signatures Feasibility Study

1. Background

Dstl require an initial study into the feasibility of the Concept, including data analysis and experimentation. [Redacted Under FOIA Exemption] This work seeks to identify whether this methodology can be adapted and/or improved to support the proposed Concept and outcome.

2. Requirement

[Redacted Under FOIA Exemption]

Phase 1: [Redacted Under FOIA Exemption]

Phase 2: [Redacted Under FOIA Exemption]

3. Deliverables against Item 1 of Schedule 2

The following deliverables shall be supplied by the contractor to the Authority

D1. Review Meetings

Due: To be held at T0 Kick-Off, T0 +3m Mid-point, and T0 +6m Final Meeting (no later than 31/03/2022)

Format: Presentation (.pptx)

Expected Classification: [Redacted Under FOIA Exemption]

IPR Clause: DEFCON 705 Full Rights

Scope: [Redacted Under FOIA Exemption]

D2. Progress Updates

Due: To be held T0 +1m, T0 +2m, T0 +4m, T0 +5m

Format: Email / Telecon

Expected Classification: [Redacted Under FOIA Exemption]

IPR Clause: DEFCON 705 Full Rights

Scope: [Redacted Under FOIA Exemption]

D3. Summary Report

Due T0 +6m (No Later Than 31/03/22)

Format: Report

Expected Classification: [Redacted Under FOIA Exemption]

IPR Clause: DEFCON 705 Full Rights

Scope: [Redacted Under FOIA Exemption]

Item 2 of Schedule 2: Tasking Mechanism

1. Scope

This mechanism shall allow Dstl to contract for additional research on a task-by-task basis. Any additional requirement shall be limited in scope, and must either:

- i. Fall within scope of Item 1 of Schedule 2, or
- ii. Be attributed to, or identified, as a recommendation or an associated product resulting from any work or recommendation delivered by the contractor under Item 1 of Schedule 2.

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Dstl sets out to confirm that under Item 2 of Schedule 2 no guarantee is being offered, or implied, as to a minimum financial commitment, or a minimum number of tasking orders being placed.

2. Validity

Item 2 of Schedule 2 shall be valid for the placement of tasks for a period of two (2) years from completion of Item 1 of Schedule 2.

A financial Limitation of Liability has been set at £500,000 Ex VAT for the duration.

3. Tasking Process

Task requests shall be subject to the tasking process outlined under Condition 46

Schedule 10 – SECURITY MEASURES

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SCHEDULE 11 – Defence Research Report Specification (DDRS) – Document Marking Scheme

Reports comprising technical information DEFCON 705

Full Rights Version	Limited Rights Version
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Notes:

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

Schedule 12 – MINISTRY OF DEFENCE DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)

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

THIS AGREEMENT is made the _____ day of 20

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with _____ (hereinafter called "the main contractor") a contract bearing the reference number _____ (hereinafter called "the main contract") for _____ the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be inserted
as appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

Schedule 13 – Task Approval Form

(Applicable to Item 2 of the Schedule of Requirements detailed at Schedule 2 of the Contract) – see also Condition 46 of SC2 Terms and Conditions of Contract

TASK APPROVAL FORM

Contract Number	<input type="text"/>	Task Number	<input type="text"/>
Originating Reference	<input type="text"/>	Issue Number	<input type="text"/>
Equipment	<input type="text"/>	Issue Date	<input type="text"/>
Brief Description	<input type="text"/>		

PART 1

(Completed by the Authority's Project Manager or the Contractor)

Name of Originator

Proposed Task Title

**Statement
Requirements** **Of**

Quality Assurance / DEFSTANS (specific to Task)

Acceptance Criteria / Task Output / Deliverable / IP

Task Duration

Contractors proposed completion date is **Subject to approval by**

Signed **Position**

On behalf of **Date**

Telephone Number

E-mail Address

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 2**Contractor's Proposal Based On The Agreed Rates In The Contract****Labour**

Hours	Rate	Price £

Sub-Total

Sub-Total

Materials**Details**

Price £

Sub-Total

Sub-Contracts**Sub-Contractor**

Price £

Sub-Total

Other Costs**Details**

Price £

Sub-Total

Sub-Total

Total Firm Price (EX VAT)

GFE Requirements Specific To Task

Effect or Dependency on previous Task

Signed

Position

On behalf of

Date

Telephone Number

E-mail Address

THE CONTRACTOR IS NOT AUTHORISED TO COMMENCE WORK ON THIS TASK UNTIL PART 3 IS COMPLETED

PART 3 Price Agreement And Dstl Authorisation

PROJECT MANAGER

I confirm that the time-scale and level of work detailed in Parts 1 and 2 are acceptable for this task

A completion date of is therefore considered appropriate and acceptable.

Project Office Approval is hereby given for the Task to proceed at a Price Ex VAT of

Name of Project Manager

Signed Post Title Date

Telephone Number

E-mail Address

COMMERCIAL OFFICER

Approval to proceed with the Task at the price of Ex VAT is hereby given

Name Of Commercial Officer

Signed Post Title Date

Telephone Number

E-mail Address

UPON COMPLETION OF THIS PART, THE CONTRACTOR IS AUTHORISED TO COMMENCE WORK

PART 4 **Notification of Task Completion** (To be completed by the Contractor)

All work on this Task is complete and all deliveries (where applicable) have been dispatched.

I hereby notify the Authority's Project manager that the above Task was completed on

Name

Signed Position

On behalf of Date

Telephone Number

E-mail Address

PART 5 **Confirmation of Task Completion** (To be completed by the Authority)

I confirm that all work on the above Task has been completed to the satisfaction of the Project Manager

The completion date for this Task was

Comments on Task report

Your claim for payment in accordance with the terms and conditions of the contract may now be submitted.

Name of Project Manager

Signed Post Title Date

Telephone Number

E-mail Address

Schedule 14 – Agreed Labour and Travel/Subsistence Rates (applicable to Tasks Placed under Item 2 of the Schedule of Requirements at Schedule 2 to the Contract)

AGREED RATE TABLE

Type	Detail	Rate
Labour	Director / Head of Department	
	Senior Business Manager / Department Manager	
	Lead Engineer	
	Junior Engineer	
	Technician	
	Administrative Support	
Accommodation	Per night	
Meals	Breakfast	
	Lunch	
	dinner	
Travel	Car journey in Contractor's own vehicle – per mile	
	Short term car hire	
	Air Travel – Return per person	

Schedule 15 – Agreed Task Log (record of Tasks placed under Item 2 of the Schedule of Requirements at Schedule 2 to the Contract)

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

To be populate and updated following agreement of any Tasks under Item 2 of the Schedule of Requirements

Task No. / Date	Purchase Order No.	Task Title	Task Value	Due Date

Schedule 16 – Government Furnished Assets (GFA)

The following GFA will be provided under this Contract:

GFA No.	Unique Identifier/ Serial No	Description:	Available Date	Issued by	Return Date or Disposal Date (T0+)
GFA-1	TBC	Redacted Under FOIA Exemption	T0	Dstl	Destroy at end of contract
GFA-2	TBC	Redacted Under FOIA Exemption	T0	Dstl	Return at end of contract if not destroyed in course of testing.
GFA-3	TBC	Redacted Under FOIA Exemption	T0	Dstl	Return at end of contract if not destroyed in course of testing.
GFA-4	TBC	Redacted Under FOIA Exemption	T0	Dstl	Destroy at end of contract