

Standardised Contracting Terms

SC1B

(Edn10/22) 1 Definitions - In the Contract:

Articles means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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

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

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

Contractor means the person, firm or company specified as such in the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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

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

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

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

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

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

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

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

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

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

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in

Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

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

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

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

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

2 General

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

3 Application of Conditions

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

4 Disclosure of Information

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

5 Transparency

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

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under clause 5;
 - (3) DEFCON 91 - limitations of Deliverable Software under clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;

- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

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

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

- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
 - (2) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
 - (3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in clause 9.b above:
- (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
- (1) activity; and
 - (2) the substance and form (including any isotope).

- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.
- h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- c. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 Progress Monitoring, Meetings and Reports

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

15 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 15b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 15a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 15b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 15c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 16.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees):

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

18 Material Breach

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

19 Insolvency

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

20 Limitation of Contractor's Liability

- a. Subject to Clause 20.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations

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

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

DEFCON 076 (SC1)

DEFCON 76 (SC1) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 113

DEFCON 113 (Edn 02/17) - Diversion Orders

DEFCON 129J (SC1)

DEFCON 129J (SC1) (Edn. 11/16) - The use of Electronic Business Delivery Form

DEFCON 503 (SC1)

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

DEFCON 540 (SC2)

DEFCON 540 (SC2) (Edn. 05/23) - Conflicts of Interest

DEFCON 524A (SC1)

DEFCON 524A (SC1) (Edn. 12/22) – Counterfeit Materiel

DEFCON 531 (SC1)

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

DEFCON 532A

DEFCON 532A (Edn. 05/22) -Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534

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

DEFCON 537

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

DEFCON 538

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

DEFCON 602B

DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)

DEFCON 604

DEFCON 604 (Edn 06/14) - Progress Reports

DEFCON 606 (SC1)

DEFCON 606 (SC1) (Edn 07/21) - Change and Configuration Control Procedure

DEFCON 609 (SC1)

DEFCON 609 (SC1) (Edn. 07/21) - Contractor's Records

DEFCON 624 (SC1)

DEFCON 624 (SC1) (Edn. 08/22) - Use Of Asbestos

DEFCON 627

DEFCON 627 (Edn 11/21) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 656A

DEFCON 656A (Edn 08/16) - Termination for Convenience (Contracts Under £5M)

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.

Intellectual Property Rights

The Contractor grants (or shall procure the grant) to the Authority (including the right to sublicence for the same), a perpetual, royalty free, worldwide transferable right to copy, amend, extend, adapt, disclose and use any copyright work called for or furnished under this Contract, for any United Kingdom Government purpose.

Payment Terms

Payment Terms

Invoices will be submitted monthly in arrears in accordance with Clause 15 of the Contract Terms and Conditions

Special Indemnity Conditions

Indemnity Wording

There are no Special Indemnity Conditions

22 The special conditions that apply to this Contract are

Special Conditions wording

There are no special conditions that apply to this contract.

23 The processes that apply to this Contract are:

Processes wording

There are no special processes that apply to this Contract.

Offer and Acceptance

Offer and Acceptance Contract 708695468 for the Supply of High-Fidelity Mannequins for Project Whetstone

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	REDACTED
Signature	REDACTED
Date	17/05/2024

SC1B Schedules

Schedule 1 - Additional Definitions of Contract

No Additional Definitions

**Schedule 2 Schedule of Requirement
Pricing/Payment**

The total cost of the contract must not exceed £609,000 (including VAT).

Payment will be made quarterly aligned to confirmation of delivery of items/services in line with KPI. The supplier should provide a breakdown of delivered items for each Milestone Period.

THIS TABLE CONSTITUTES THE REQUIREMENTS OF THE CONTRACT AND PRICES CONTAINED WITHIN WILL BE USED IN THE EVALUATION OF THE TENDER						
Item No	Specification	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	FIRM Price (£) Ex VAT	
					Price Per Item	Total Price inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	Provision of Purchased Simulation Mannequins, including ancillaries and protective travel casing in accordance with Statement of Requirement Section 4.1-4.3 and Delivery Element 1	Exocases	REDACTED	REDACTED	REDACTED	REDACTED

1a	A total of 90 surgical scenarios (to include consumables to perform the operative scenario and any additional resuscitative procedures) costed for initial		REDACTED	REDACTED	REDACTED	REDACTED
	purchase in accordance with Statement of Requirement Section 4.1e and Delivery Element 1		REDACTED	REDACTED	REDACTED	REDACTED
2	Provision of Hired Simulation Mannequins in accordance with Statement of Requirement Section 4.1-4.3 and Delivery Element 2		REDACTED	REDACTED	REDACTED	REDACTED
3	Training in accordance with Statement of Requirement Section 4.4 and Delivery Element 3		REDACTED	REDACTED	REDACTED	REDACTED

4	Repairs and Maintenance of Purchased Mannequins as per Statement of Requirement Section 4.5a		Throughout contract period	REDACTED		REDACTED
					Total Price (figure to input into DEFFORM 47)	£495,817.60

THIS TABLE CONSTITUTES THE OPTIONS OF THE CONTRACT AND PRICES CONTAINED WITHIN WILL NOT BE USED IN THE EVALUATION OF THE TENDER						
Item No	Specification	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	FIRM Price (£) Ex VAT	
					Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))

Option 1	Provision of Purchased Simulation Mannequins, including ancillaries and protective travel casing in accordance with Section 4.1-4.3 and Delivery Element 1	Exocases	REDACTED	REDACTED	REDACTED	REDACTED
Option 1a	Additional bundle of 15 Surgical Simulation Scenarios to be purchased in accordance with Section 4.1e and Delivery Element 1		REDACTED	REDACTED	REDACTED	REDACTED

			REDACTED	REDACTED	REDACTED	REDACTED
Option 2	Provision of Additional Hired Simulation Mannequins in accordance with Section 4.1-4.3 and Delivery Element 2		REDACTED	REDACTED	REDACTED	REDACTED
Option 2a	Provision of additional Surgical Simulation Scenarios for hire periods		REDACTED	REDACTED	REDACTED	REDACTED

Option 3	Cost for additional training session in accordance with Section 4.4 and Delivery Element 3 to be ordered on an as required basis (estimate of up to additional 5 training courses required through contract term)		Throughout contract period	REDACTED	REDACTED	REDACTED
Option 4	Provision of Repair and Maintenance for Optionally purchased Mannequins		Throughout contract period	REDACTED	REDACTED	REDACTED
					Total Price	REDACTED

Annex A to Schedule 1 Statement of Requirement STATEMENT OF REQUIREMENT FOR THE PROVISION OF SURGICAL SIMULATION MANNEQUINS

Introduction

- 1. This Statement of Requirement (SoR) details the Authority's requirement for surgical simulation mannequins to aid the acquisition, validation, and sustainment of militarily relevant surgical skills.

Background

- 2. The acquisition and retention of militarily relevant surgical skills are critical to delivering expert management to injured personnel on operations. Opportunities for skill sustainment have reduced due to the cessation of combat operations in Iraq and Afghanistan, and lack of military-relevant trauma in UK civilian practice. These are compounded by reduced trauma workload in nondeployed roles or during low tempo deployments. As such, Defence is exploring the use of highfidelity surgical simulation mannequins to augment the acquisition, validation, and maintenance of militarily relevant surgical skills.
- 3. We are looking to procure a high-fidelity surgical simulation mannequin to aid the training, validation, and sustainment of surgical skills on the Military Operational Surgical Team Training (MOSTT) course, at the Army Medical Services Training Centre (AMS-TC), Operation SHADER, Maritime Deployed Hospital Group (MDHG) and other military requirements, over a period of two years. Surgical simulation mannequins will be used to replace cadavers for some elements of the MOSTT course. At other locations this will be a new capability. A single supplier must deliver the same specification of mannequin across all elements of the training, validation, and sustainment pathway, to provide interoperability across all elements and services.

Requirement

- 4. Table 1 states the requirements per surgical simulation equipment.

Ser	Product	Supplier responsibilities
-----	---------	---------------------------

4.1	Whole Body Mannequin(s)	<p>The Supplier shall provide whole body mannequins which must:</p> <p>a. Be life-like in size and weight (between 1.6m-1.9m in length, and between 50 - 90kg in weight).</p> <p>b. Be anatomically accurate, specifically regarding arterial anatomy and tissue layers, in all areas where surgical procedures are conducted. This does not include any additional non-surgical procedures, e.g. airway intubation.</p> <p>c. Be made of materials and structures that permit surgical procedures using real surgical instruments and kit. Some examples would include permitting suturing with real suture, and permitting the performance of an embolectomy with real catheters. Mannequins must not contain any hazardous materials, and the Supplier must provide evidence that materials have been safety tested in compliance with the requirements of the UN Globally Harmonised System (GHS) Safety Data Sheet, or equivalent. The end-users must not need to don any additional Personal Protective Equipment to use the</p>
-----	-------------------------	--

		<p>mannequin.</p> <p>d. Have an integrated circulation system that allows the mannequin to “bleed” from the point of injury, and for surgical repair to successfully stem this bleeding.</p> <p>e. Deliver high-fidelity Surgical Simulation Scenarios focused on militarily relevant surgical skills, including, but not limited to, junctional haemorrhage control, pelvic bleeding, abdominal and extremity injuries.</p> <p>f. Be standalone in its operation i.e. not requiring external assistance from the manufacturer after initial training.</p> <p>g. Have minimal energy requirements, limited to the use of two 220-250V plugs.</p> <p>The Authority has identified desirable additional features as follows:</p> <p>h. Permit intubation and ventilation of the mannequin with real equipment, with lung compliance that is compatible with standard medical ventilators.</p> <p>i. Permit infusion and removal of fluid to and from the circulatory system.</p> <p>j. Access to improved/evolving iterations of the mannequin throughout the contract duration.</p>
--	--	--

4.2	Ancillaries	<p>The Supplier must provide:</p> <ul style="list-style-type: none"> a. All ancillaries to enable the functioning of the surgical simulation equipment. b. A process and agreed price plan for any replacement/consumable items that may be needed throughout the life of the contract.
4.3	Travel/protective cases	<p>The Supplier must provide:</p> <ul style="list-style-type: none"> a. A suitable protective travel case to enable transport of the mannequin and all parts.
4.4	Training	<p>The Supplier must provide:</p> <ul style="list-style-type: none"> a. Initial training in mannequin use, delivered at UK mainland locations including but not limited to: Lichfield, York, Plymouth, Portsmouth/Gosport, Colchester, London. This must be done at a time and day agreed between the Supplier and the Authority, and training must encompass equipment set-up, running, troubleshooting problems (including repair of simple issues), and basic maintenance.
		<ul style="list-style-type: none"> b. Training materials/manuals/user guides to enable maintenance and use of the simulation equipment. c. Training to support any updates to the models as they become available (this can be through in-person or virtual means).
4.5	Purchased Mannequins - repairs and maintenance	<p>The Supplier must:</p> <ul style="list-style-type: none"> a. Provide a costed maintenance service throughout the contract period. Any items that succumb to “wear and tear” must be repaired or replaced through this maintenance service. This must be a minimum of a 6 monthly inspection to return the mannequin to as new condition. b. Repair or replace equipment within 20 working days of a fault being reported.
4.6	Hired Mannequins - repairs and maintenance	<p>The Supplier must provide:</p> <ul style="list-style-type: none"> a. A support process during hire periods, where the Supplier can be contacted (by phone or email) and must respond within 24 hours.

4.7	Meetings and Requirements	<p>The Supplier must:</p> <p>Attend the following meetings (M1-2):</p> <p>Contract Initiation Meeting (M1). The supplier will meet with the Authority within 2 weeks of contract award to determine:</p> <ul style="list-style-type: none"> a. Schedule for all deliverables b. Locations for delivery c. Training Dates and Locations d. Contact points and methods for communications to support delivery. <p>Quarterly Review Meetings (M2). The Supplier shall meet with the Authority quarterly to review performance against KPI's as part of contract management processes.</p> <p>The Supplier must:</p> <ul style="list-style-type: none"> a. Allocate a named account manager who is available for contact during working hours.
-----	---------------------------	---

Table 1

Deliverables

Delivery Element 1 – Purchased Mannequins

5. Simulation Mannequins used on Operations need to be purchased due to the extended time periods in use. The deliverables are identified in Table 2 below:

Ser	Task	Task description	Measure
5.1	Simulation Mannequins	The supplier will deliver surgical simulation mannequins and ancillary equipment that are required for the mannequin to function.	6 mannequins
5.2	Surgical Simulation scenarios	The supplier will provide consumable components for surgical procedures.	A total of 90 surgical scenarios (to include consumables to perform the operative scenario and any additional resuscitative procedures) costed for initial purchase

5.3	Delivery	The Supplier will deliver to a UK Mainland location including but not limited to: Lichfield, York, Plymouth, Portsmouth/Gosport, Colchester, London.	2 mannequins with simulation scenarios within 20 working days from contract award, all models NLT 60 working days from contract award
-----	----------	--	---

Table 2

Delivery Element 2 - Hire model

6. Hired Mannequin Deliverables are identified in Table 3 below:

Ser	Task	Task description	Measure
6.1	Simulation Models for Hire Periods	<p>The Supplier will prepare mannequin(s) for use based on agreed scenarios.</p> <p>Scenarios will be designed by the end user training team and will be provided to the supplier no later than 5 working days prior to hire period commencement to allow the supplier to configure the mannequin correctly.</p> <p>The Authority will provide notification (by email) of hire period dates at least 20 working days prior to each hire period, unless otherwise agreed between the Supplier and Authority. Hire periods will vary between 1-7 working days.</p> <p>The Authority will require hired mannequins to be prepared for a maximum of 3 surgical scenarios per mannequin per hire. The Authority will specify the required Surgical Simulation Scenarios required for each hire period.</p>	6 hire periods per annum
		The Authority expects to hire a single model per hire period. Hire of multiple models for hire periods will be subject to agreement by the Supplier.	

6.2	Delivery / Return	<p>The Supplier will deliver and collect mannequins to UK Mainland locations including but not limited to: Lichfield, York, Plymouth, Portsmouth/Gosport, Colchester, London.</p> <p>As part of delivery, the Supplier will support an inspection of the mannequin and associated parts by the Authority.</p>	<p>Delivery of hired mannequins no later than 48 hours prior to hire period start date, unless otherwise agreed between the Supplier and Authority. The Authority will inform a time period of when hired mannequins will be required to be collected, this period will be no shorter than 48 hours, unless otherwise agreed between the Supplier and Authority</p>
-----	-------------------	---	---

Table 3

Delivery Element 3 – Training and Technical Support

7. The Supplier will provide an initial training course in mannequin use, delivered at UK mainland locations including but not limited to: Lichfield, York, Plymouth, Portsmouth/Gosport, Colchester, London. This must be done at a time and day agreed between the Supplier and the Authority, and training must encompass equipment set-up, running, troubleshooting problems (including repair of simple issues), and basic maintenance. The training course should last no longer than 1 working day.
8. Each End User Group will require a training course, there are 6 end user groups. Training courses should be delivered no later than 1 month after mannequin delivery (Purchase model) or before the first hire period (hire model).
9. Due to staff turnover in end user groups, the Supplier may be required to deliver a repetition of the initial training course, the Supplier will provide a cost to deliver additional training courses for the contract term.

Obligations and Responsibilities

10. The Supplier will arrange a Contract Initiation Meeting as per Milestone M1. The Supplier will issue Monthly Progress Reports as per DEFCON 604. The Supplier will arrange Quarterly Review Meetings to review performance of the Contract.

Duration

11. The requirement is for two years.

Milestones

12. **Milestone 1 (M1) Contract Initiation Meeting.** The supplier will meet with the Authority within 2 weeks of contract award to determine:

a. Schedule for all deliverables

b. Locations for delivery

c. Training Dates and Locations

d. Location specific contact points and methods for communications to support delivery.

13. **Milestone 2 (M2) Purchase Model Delivery.** Surgical simulation models must be delivered to agreed locations. Two must be delivered within 20 working days of contract award, with all delivered no later than 60 working days after contract award
14. **Milestones 3 (M3). Hire Model Delivery.** Surgical simulation models must be ready for the commencement of the first course instance that occurs 20 working days after contract award.
15. **Milestone 4 (M4) Training.** The supplier will deliver:
 - a. 1 training course per End-User Group (there are 6 End-User Groups). For groups purchasing mannequins, the training course is to be delivered no later than 10 working days after mannequin delivery (unless otherwise agreed), at a time and day agreed between the Supplier and the End-User Group. For groups hiring mannequins, training is to occur before the first hire period, at a time and day agreed between the Supplier and the End-User Group.
 - b. The supplier will provide a cost for additional training courses to be used when staff turnover is high and further training for new staff is required by an End-User Group.
16. **Quarterly Review Meetings (M5).** The Supplier shall update the Authority at quarterly intervals to ensure progress as expected following on from receipt of the Monthly Progress Reports. The Supplier shall arrange and deliver Quarterly Review Meetings, to be held in person or via Microsoft Teams as required by the Authority, ensuring it has the appropriate representation to:
 - a. Update the Authority on its progress against the requirement milestones and deliverables.
 - b. Update the Authority on its performance against the Key Performance Indicators.
 - c. Identify any risks to the delivery of the requirement and outline mitigation activity.
 - d. Answer any questions the Authority may have regarding the requirement.
 - e. Provide the Authority with copies of all invoices for the period.
 - f. The Supplier shall arrange Quarterly Review Meetings within 10 working days of the end of the quarter for which the review relates.
 - g. The Supplier shall record and distribute ROD's and minutes from the meeting within 5 working days of the meeting taking place.

Location

17. All models and training will be delivered to UK mainland locations including but not limited to Lichfield, York, Plymouth, Portsmouth/Gosport, Colchester, London.

Performance Management

18. Discussion on contractual, process and delivery of the Statement of Requirement will form a standing agenda item on quarterly contract meetings between the Authority and the Supplier.
19. The Contractor shall give early warning to the Authority in expectation of failure to meet any deliverables defined in this Statement of Requirement. In doing so the Contractor shall indicate what measures may be taken to rectify performance.

Quality & Standards

20. All supplier personnel delivering training to MOD personnel must have the required expertise to do so. Whilst membership of the Association for Simulated Practice in Healthcare is not mandated, the Authority may request a change in training staff if supplier personnel fail to maintain high professional standards or do not possess the knowledge to adequately instruct on mannequin use.

Security

21. Supplier personnel will be required to deliver services at MOD establishments, sign into MOD establishments as per security SOPs (including need for photographic ID), and will be escorted throughout this process. However it is not expected that there will be any nationality restrictions to MOD establishments for the delivery of this contract.

Acronyms

22. MOSTT - Military Operational Surgical Team Training
23. AMS-TC - Army Medical Services Training Centre
24. MDHG - Maritime Deployed Hospital Group
25. CFSG – Commando Forces Surgical Group

Cyber Risk

26. The Cyber Risk Profile for this requirement is Not Applicable.

IR35

27. Off-payroll working rules do not apply.

Annex B to Schedule of Requirement: Schedule of Work

This Annex comprises the Contractors tender response and constitutes what the Contractor will deliver under the contract:

REDACTED.

SC1B - Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract [insert date contract signed by both parties]: TBC</p> <p>The Contract expiry date shall be: 2 Years from date of signing</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail:</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Scale Space, 58 Wood Lane, London, W12 7RZ</p> <p>Contractor: TBC</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>No</p> <p>Other Quality Requirements:</p> <p>No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.</p> <p>Certificates of Conformity shall be provided in accordance with DEFCON 627</p> <p>Concessions</p> <p>Concessions shall be managed in accordance with Def Stan. 05061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions.</p> <p>Contractor Working Parties</p> <p>Any contractor working parties shall be provided in accordance</p>

	<p>with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements Contractor Working Parties</p> <p>Avoidance of Counterfeit Materiel</p> <p>Processes and controls for the avoidance of counterfeit materiel shall be established and applied in accordance with Def Stan. 05135, Issue 2 – Avoidance of Counterfeit Materiel.</p>
--	--

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

	<p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: Yes Special</p> <p>Instructions:</p> <p>See Statement of Requirement</p> <p>Collected by the Authority: No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>Not Applicable</p>

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Online</p> <p>Frequency: Quarterly</p>
	<p>Location: Online</p>
Clause 14 – Progress Reports	<p>The Contractor is required to submit the following Reports as per DEFCON 604:</p> <p>Type: PDF or Word document</p> <p>Frequency: Monthly Method</p> <p>of Delivery: Email</p> <p>Delivery Address: Madelaine.Gimzewska100@mod.gov.uk</p>

Schedule 4 - Contractor's Sensitive Information Form (i.a.w. Clause 5)

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

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

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

Ministry of Defence

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

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

Please continue on additional sheets where necessary

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

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

Completion Notes

Part A

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

For example, any of the following must be disclosed:

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

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to subsystem level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry.

	NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

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

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

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

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

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

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

- e) (FEX) Foreign Export Controlled

Notes:

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

Example PBS

The DEFFORM 711 on the Commercial Toolkit

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

DEFFORM 111

DEFFORM 111 Appendix - Addresses and Other Information

1. Commercial Officer

Name: George Hollingdale

Address: Scale Space, 58 Wood Lane, London, W12 7RZ

Email: george.hollingdale100@mod.gov.uk ☎☎ N/A

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

Name: Major Madelaine Gimzewska

Address Scale Space, 58 Wood Lane, London, W12 7RZ

Email: Madelaine.Gimzewska100@mod.gov.uk ☎☎ N/A

3. Packaging Design Authority Organisation & point of contact:

N/A

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

☎☎ N/A

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

Branch/Name: N/A

☎☎ N/A

(b) U.I.N. N/A

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: Philip.Hopkinson850@mod.gov.uk

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: As per Statement of Requirement

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-ofdefence/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.

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	01-JAN-2020	Supplier Organization
Closure Activity - Assets on MoD Property	Contractor assets on MOD property dealt with in accordance with the contract		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization

Obligation DEFCON 21 (Edn 06/21) Clause - 3a -	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the		Supplier Organization
Maintenance of Deliverables (reminder)	period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		

Pricing

The Bidder shall provide Firm Pricing on all items

Key Performance Indicators

No	Category	Description	Performance Target (RAG)	Means of management	Percentage reduction
1	Purchased mannequins	Surgical simulation mannequins, scenarios and associated parts must be delivered to agreed locations. Two must be delivered within 20 working days of contract award, with all delivered no later than 60 working days after contract award.	<p>Red – Mannequin delivery delayed by more than 10 working days, impacting commencement of simulation activity.</p> <p>Amber – Mannequin delivery delayed by more than 5 working days, impacting commencement of simulation activity.</p> <p>Green – No delay.</p>	The Contractor shall detail actual performance against the KPI for each calendar month in the Monthly Progress Report in accordance with the RAG Status. The Authority's Project Manager shall review the Monthly Progress Report and audit a sample of the performance data (where applicable) each month. Acceptance of the Monthly Progress Report shall occur at the Quarterly Progress Review meeting.	<p>Red – Delivery delay: 10% reduction (per delayed mannequin) against the next Payment Milestone for Purchased Mannequins.</p> <p>Amber - Delivery delay: 5% reduction (per delayed mannequin) against the next Payment Milestone for Purchased Mannequins</p> <p>Green – No reduction.</p>
2	Maintenance of Purchased Mannequins	A pre-costed maintenance service throughout the contract period must be available. Any items that succumb to	Red - No maintenance service provided. Repair/replace ment of faults taking over 30 working days.	The Contractor shall detail actual performance against the KPI for each calendar month in the Monthly	Red – Delivery delay: 10% reduction against the next Payment Milestone for maintenance of Mannequins.

		<p>“wear and tear” must be replaced. Repair or replace equipment within 20 working days of a fault being reported.</p>	<p>Amber - Incomplete maintenance service costed. Repair/replace ment of faults taking over 20 working days (but less than 30).</p> <p>Green – Any items repaired or replaced within 20 working days of fault being reported</p>	<p>Progress Report in accordance with the RAG Status. The Authority’s Project Manager shall review the Monthly Progress Report and audit a sample of the performance data (where applicable) each month. Acceptance of the Monthly Progress Report shall occur at the Quarterly Progress Review meeting.</p>	<p>Amber - Delivery delay: 5% reduction against the next Payment Milestone for maintenance of Mannequins.</p> <p>Green – No reduction.</p>
--	--	--	--	--	--

3	Hired mannequins	<p>Surgical simulation mannequins ready for the commencement of the first hire period that may occur 20 working days after contract award.</p> <p>Surgical simulation models delivered 48 hours prior to hire period start date, unless otherwise agreed. Mannequins prepared for use based on agreed scenarios.</p>	<p>Red – Simulation mannequin is not available for first hire period and delayed by more than 10 working days of first hire period. For individual periods, simulation mannequin delivery delayed by more than 48 hours and significantly impacts training outcomes. Mannequin not configured to agreed scenarios, significantly impacting training</p>	<p>The Contractor shall detail actual performance against the KPI for each calendar month in the Monthly Progress Report in accordance with the RAG Status. The Authority's Project Manager shall review the Monthly Progress Report and audit a sample of the performance data (where applicable) each month. Acceptance of the Monthly Progress</p>	<p>Red – 25% reduction in price of hire period. For hire period delivery or mannequin configuration issues which have substantial impact on training outcomes: additional hire period provided free of charge.</p> <p>Amber - 10% reduction in price of hire period.</p> <p>Green – No reduction</p>
---	------------------	--	---	---	--

			<p>outcomes.</p> <p>Amber - Simulation mannequin is not available for first hire period and delayed by more than 5 working days of first hire period. For individual hire periods, simulation mannequin is not delayed by more than 24 hours of course instance and delay has some impact on training outcomes. Mannequin not fully configured to agreed scenarios, somewhat impacting training outcomes.</p> <p>Green – No delay.</p>	Report shall occur at the Quarterly Progress Review meeting.	
4	Training	6 initial training courses in mannequin use (one per enduser group), conducted within 1 month of mannequin delivery (purchase model) or before the first hire period (hire model). Provision of training	<p>Red – minimal training provided, covering basic elements only and requiring substantial further training, preventing mannequin from use until further training obtained. Training materials do not enable</p>	The Contractor shall detail actual performance against the KPI for each calendar month in the Monthly Progress Report in accordance with the RAG Status. The Authority's Project Manager shall review the	<p>Red – 10% reduction against the cost of the Training course and further training provided free of charge until KPI fulfilled.</p> <p>Amber – Further training provided free of charge until KPI fulfilled.</p>

		materials/manuals/ user	maintenance and use of the		
--	--	-------------------------	----------------------------	--	--

		guides to enable maintenance and use of the mannequin and simulation equipment. Provision of training to support any updates to the mannequins and simulation equipment as they become available (this can be through in-person or virtual means).	<p>mannequin and simulation equipment.</p> <p>Amber – some training delivered, but not enough to fully enable trainees to setup, run and troubleshoot, limiting scope of mannequin use until further training received.</p> <p>Green – training course and materials delivered as required and enable trainees to operate mannequin and simulation equipment as required.</p>	Monthly Progress Report and audit a sample of the performance data (where applicable) each month. Acceptance of the Monthly Progress Report shall occur at the Quarterly Progress Review meeting.	Green – No reduction.
--	--	--	---	---	-----------------------

5	Meetings	The supplier will meet with the Authority within 2 weeks of contract award for a contract initiation meeting where the following will be determined: schedule for all deliverables, locations for delivery, training dates and locations, agreed contact points and methods for communications to support delivery. The Supplier shall update the	Red – contract initiation meeting >4 weeks late or <50% of content agreed by Supplier. Quarterly reports >2 weeks late, lacking in detail across most elements, and/or quarterly review meetings lacking in detail. Further meetings and/or reports required. Amber – Contract initiation	The Contractor shall detail actual performance against the KPI for each calendar month in the Monthly Progress Report in accordance with the RAG Status. The Authority's Project Manager shall review the Monthly Progress Report and audit a sample of the performance data (where applicable)	Red – 10% reduction against the next Payment Milestone. Amber - 5% reduction against the next Payment Milestone. Green – No reduction.
---	----------	---	--	---	--

		<p>Authority at quarterly intervals to ensure progress as expected following on from receipt of the Quarterly Progress Report.</p>	<p>meeting late (within 4 weeks of contract award) or <75% of content agreed by Supplier. Quarterly reports late (up to 2 weeks) or lacking in detail across a few elements, quarterly review meetings lacking in detail across a few elements. Further meetings and/or reports not required.</p> <p>Green – Contract initiation meeting conducted on time and >75% of content agreed between Supplier and the Authority. Quarterly reports on time and comprehensive , quarterly review meetings detailed.</p>	<p>each month. Acceptance of the Monthly Progress Report shall occur at the Quarterly Progress Review meeting.</p>	
--	--	--	---	--	--