



University of Birmingham
Finance Office
Edgbaston
Birmingham
B15 2TT

Your Reference: 704725450
Our Reference: 704725450

Date: 25th October 2022

FAO University of Birmingham

Dear Sir/Madam

Offer Of Contract to Participate in an Innovative Partnership, Reference Number: 704725450 - Provision of a PHD Study to Optimise and Validate Portable Raman Spectroscopy of The Eye to Detect TBI

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.

5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain.

6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for the provision of a PHD Study to Optimise and Validate Portable Raman Spectroscopy of The Eye to Detect TBI prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,
Nadia Ahmed
UKStratCom-Comrcl-D-12

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Terms and Conditions

Standardised Contracting Terms

(Edn 05/22)

1 Definitions – In the Contract:

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;

Control means the power of a person to secure that the affairs of the Contractor (or Subcontractor) are conducted in accordance with the wishes of that person by the means of holding shares, or possession of voting powers in, or in relation to the Contractor; or by virtue of any powers conferred by the constitutional or corporate documents, or by any other document regulating the Contractor (or Subcontractor, as the case may be); 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;

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.b;

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, 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 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;

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;

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

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

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

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not
- b. 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.
- c. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

- d. 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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- e. 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.
- f. 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.f and for enforcement of any judgement, order or award given under English jurisdiction.
- g. This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.
- h. This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.
- i. 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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 2.i 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.
- j. 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.

3 Severability

- a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:
 - (1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and
 - (2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

4 Transparency

- a. Notwithstanding any other Condition of this Contract, including Clause 5, 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 cooperate 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 or the EIR, 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.

5 Disclosure of Information

a. Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (ISC) and Clause 4.

6 Publicity and Communications with the Media

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

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

8 Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in Clause 8.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor, including any Sub-contractors. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

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

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b #1301
MOD Abbey Wood,
Bristol, BS34 8JH

and emailed to: [REDACTED]

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

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with Clause 8.a. The Authority shall act reasonably in exercising its right of termination under this condition.

d. If the Authority exercises its right to terminate in accordance with Clause 8.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this Clause 8.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

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

9 Progress Monitoring, Meetings and Reports

a. 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.

10 Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall supply the Contractor Deliverables to the Authority at Contract Price. Unless otherwise stated in Schedule 3, the Contract Price shall be a Firm Price.

b. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with Schedule 2;
- (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.

c. 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.

11 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 11.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

12 Third Party Intellectual Property

a. Claims, liabilities and indemnities in respect of infringements or alleged infringements of Third Party Intellectual Property Rights shall be handled in accordance with the provisions of DEFCON 632 (Edn 06/21).

b. 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.

c. Where any of the Conditions listed below (1 to 3) have been added to the 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.

d. 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.

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

13 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 13.b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with Clause 13.a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with Clause 13.b 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 13.c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under 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.

14 Subcontracting and Prompt Payment

- a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:
 - (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (3) providing that where the Contractor fails to comply with Clause 14.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of Clause 14.b(2) after a reasonable time has passed; and
 - (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as Clauses 14.b(1) to 14.b(4).

15 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 15.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 related to the arbitration or otherwise. No report relating to the same shall be made beyond the tribunal, the Parties, their legal representative and any person necessary to the conduct of the arbitration, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
 - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.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 16.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.

17 Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least 20 (twenty) business days written notice (or such other period as may be stated Schedule 3 – Contract Data Sheet).Not Applicable
- b. Subject to Clause 17.d, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:
 - (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part thereof.
- c. The Contractor shall include in any sub-contract over £250,000 which it may enter into for the purpose of the Contract the right to terminate the sub-contract under the terms of Clauses 17.a to 17.b except that:
 - (1) the notice period for termination shall be as specified in the sub-contract, or if no period is specified 20 (twenty) business days; and
 - (2) the Contractor's right to terminate shall be restricted by including the following additional clause "Provided that this right is not exercised unless the main contract, or relevant part, has been terminated by the Secretary of State for Defence in accordance with the provisions of Clause 17".
- d. The Authority's total liability under the provisions of this Clause 17 shall be limited to the total price of the Contractor Deliverables payable under the Contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

18 Contractor's Records

- a. The Contractor and its Subcontractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its Subcontractors shall also permit access to relevant records that relate to the

contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under Clause 18.a, and subject to the provisions of Clause 5, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
- (1) the end of the Contract term;
 - (2) the termination of the Contract; or
 - (3) the final payment,
- whichever occurs latest.

19 Goods Specific Conditions

a. Supply of Data for Hazardous Contractor Deliverables

- (1) The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 19.a(1). 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.:
- (a) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (b) the International Maritime Dangerous Goods (IMDG) Code;
 - (c) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (d) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- (2) 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.
- (3) 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:

- (a) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (b) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 19.a(4) which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- (4) Safety Data Sheets if required under Clause 19.a(3) shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (a) Information required by the extant Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (b) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
 - (c) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- (5) The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 19.a(4) for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- (6) Nothing in this Clause 19.a reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- (7) 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 Supplier Manual.

b. Marking of Contractor Deliverables

- (1) 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.. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2.
- (2) Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- (3) The marking shall include any serial numbers allocated to the Contractor Deliverable.
- (4) 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 Clause 19.c (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

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

(1) 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).

20 Goods Specific Conditions

Not used.

21 Project Specific Conditions

21.1 LIMITATIONS ON LIABILITY

Definitions

21.1 In this Condition [1] the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

(1) UK GDPR;

(2) DPA 2018; and

(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in NOT APPLICABLE

“Term” means the period commencing on the date on which this Contract takes effect 1st November 2022 and ending 31st October 2026 or on earlier termination of this Contract.

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

Unlimited liabilities

1.2 Neither Party limits its liability for:

1.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

1.2.2 fraud or fraudulent misrepresentation by it or its employees;

1.2.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

1.2.4 any liability to the extent it cannot be limited or excluded by law.

1.3 The financial caps on liability set out in Clauses 1.4 and 1.5 below shall not apply to the following:

1.3.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

1.3.1.1 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and Condition 12 (Third Party IP – Rights and Restrictions);

Not Applicable 1.3.2 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

1.3.2.1 the Authority's indemnity under DEFCON 514A (Failure of Performance under Research and Development Contracts);

Not Applicable 1.3.3 breach by the Contractor of [DEFCON 532A] [532B] NOT APPLICABLE.

1.3.4 to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

Financial limits

1.4 Subject to Clauses 1.2 and 1.3 and to the maximum extent permitted by Law:

1.4.1 throughout the Term the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

1.4.1.1 NOT USED

1.4.1.2 in respect of Condition 2i £178,953.76 in aggregate;

1.4.1.3 NOT USED

1.4.1.4 in respect of Condition 11b £178,953.76 in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.2, 1.3 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities (but excluding any Service Credits paid or payable in accordance with DEFCON 514A (Failure of Performance under Research and Development Contracts) whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be [REDACTED] in aggregate.

1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.2, 1.4 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

1.7 Subject to Clauses 1.2, 1.3 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;
- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

1.8.1.1 to any third party;

1.8.1.2 for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and

1.8.1.3 relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (ISC) and 611 (ISC);

1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

1.9 If any limitation or provision contained or expressly referred to in this Condition [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition [1].

Third party claims or losses

1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and Condition 12 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or

together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.

22 Contractor Performance Measurement

- 22.1. The Contractor agrees to the delivery requirements for all Items listed in the Schedule of Requirements (Schedule 2) in accordance with the Key Performance Indicators (KPIs) at Schedule 6.
- 22.2. The KPIs found at Schedule 6, are jointly agreed between the Authority and the Contractor, and are deemed to be objectives against which performance can be assessed. The agreed KPIs shall be applicable for the duration of the Contract, unless formally amended.
- 22.3. The Contractor's performance under the Contract shall be monitored by the Authority and measured at regular intervals. The Authority shall assess the Contractor's performance against the KPIs in accordance with Schedule 6, as either having met or not met the performance target.
- 22.4. The Authority shall be responsible for measuring the KPIs and evaluating performance against all KPIs against the measures and criteria as detailed in Schedule 6.
- 22.5. To achieve a KPI the Contractor is required to meet or exceed the KPI Achievement Criteria by the provided delivery date and/or timescale, the requirements for which are detailed at Schedule 7 and Schedule 8.
- 22.6. If the Contractor's performance is below the required KPI threshold, the Authority can enforce the Consequence of Not Meeting KPI at Schedule 6.
- 22.7. Over and above Consequence of Not Meeting KPI the Authority can deem it necessary to seek guarantees of improvements from the Contractor and/or enforce remedies and retentions.
 - 22.7.1. In the event the Contractor falls significantly below the target threshold, as shown in Schedule 6, for a KPI the Authority is entitled to enforce a retention percentage of a payment due to the Contractor.
 - 22.7.2. The retention figure represents the diminished value of the service received in the event of a failure against a KPI(s).

- 22.7.3. The retention percentage shall represent a deduction of 2.5% against the Milestone payment(s) at Schedule 8, aligned to the KPI where the Contractor has not met the threshold.
- 22.7.4. Where multiple Milestone Payment lines apply to a KPI the retention percentage will be deducted against a cumulative value.
- 22.7.5. The Authority reserves the right to exempt the Contractor from retentions if the Contractor proposes remedies to the contract which are approved by the Authority in a Recovery Plan. Receiving approval for remedies will not automatically ensure a retention is not enforced. The decision to enforce a retention is held at the discretion of the Authority.
- 22.7.6. If remedies and retentions are not successful and the Contractor continues to not perform at the required KPI target thresholds the Authority retain the option terminate the Contract in accordance with Clause 17.

23 Complaints Procedure

- 23.1. The Contractor shall operate an unambiguous written procedure for handling complaints from the Authority about the service provided under this contract.
- 23.2. All complaints made by the Authority to the Contractor shall be acknowledged in writing within 3 working days by the Contractor. The Contractor shall keep a full written record of the nature of each complaint and details of the action taken because of the complaint. The Contractor shall use all reasonable endeavors to ensure that all complaints are resolved within 15 days of the complaint being notified to the Contractor.
- 23.3. Should the nature of the complaint require additional investigation or action by a Professional and Regulatory Body, or other government organizations in which case the Contractor shall use all reasonable endeavors to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing as soon as possible thereafter and the Contractor will, on request from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

24 Contract Monitoring

- 24.1 The Contractor's nominated representative will attend quarterly contract monitoring and performance meetings as detailed in Schedules 3,8 and 6. The location of these meetings will be agreed by both parties; where appropriate/available, video conferencing may be utilised for these purposes. The meetings will be chaired by the Authority's representative (usually the DO) and will be chaired by the Authority and will run to an agreed standing agenda below in (c)
- a. The Contractor will be responsible for producing the power point presentation on a quarterly basis and forward these within 10 working days at the end of agreed quarterly dates.
 - b. The Contractor will provide all relevant information (Performance data against KPI report) at least 2 weeks in advance of the contract review meeting to allow for onward distribution to relevant parties.
 - c. The agenda and Quarterly Power point presentations will include (but not limited to) the following items:
 - (i) Title of the project and the names of research team
 - (ii) Research update
 - (iii) Issues update
 - (iv) Financial update
 - (v) Commercial/Contract update
 - (vi) Any other business (AOB)

25 PHD Study

25.1 The Parties of this Contract hereby agree that the PhD # 1967604 Shall be subject to the full application of the Joint Intellectual Property Management Plan (JIPMP) DIPR04-01-M-0001-E39.

25.6 Where any confliction arises between the JIPMP and the following provisions the former shall take precedence.

26 Publishing

- 26.1. All parties retain their right to publish the results of the project (name) after reaching agreement on the content as set out in this Clause.
- 26.2. The Contractor must send a full copy of the document to be published to the Authority no later than 30 days six (6) weeks prior to intended publication. During this time the Authority will review the document intended for publication and determine, on grounds including but not limited to secure and/sensitive (including personal) information, whether any amendments or redactions are necessary before publication.
- 26.3. It is the responsibility of the student and the Contractor to ask for permission and CC1 clearance from MoD to publish any document.
- 26.4. The Authority retains the right to fully restrict publication in circumstances where the substance of the project renders an amendment or redaction unworkable.
- 26.5. The Authority will not unreasonably restrict, amend or redact any publication and will provide the Contractor with fair warning of any changes.
- 26.6. In the event the Contractor is granted approval to publish by the Authority the Contractor will retain the rights to:
- 26.6.1. Publish the findings before the Authority
 - 26.6.2. Publish a minimum of anonymised research data and linked findings, unless a wider scope is agreed expressly with the Authority
 - 26.6.3. Refer to the Authority in any media communication
 - 26.6.4. In the event the Authority and the Contractor wish to joint publish the full terms of this Clause shall still apply.
- 26.7. Nothing contained in this Agreement shall prevent the submission of a thesis to examiners in accordance with the normal regulations of the Contractor subject where appropriate to such examiners being bound by conditions of confidentiality in no less terms than those outlined in this Agreement, nor to the placing of such thesis in the library of the Contractor provided that access to such thesis shall only be available on conditions of confidentiality no less onerous than those contained in this Agreement.
- 26.8. The Authority expressly acknowledges that:
- 26.7.1 the student or employees of the Contractor may wish to publish a brief description of the project without needing either to follow the publication protocol specified in clause

26 above or otherwise to provide that brief description to the Authority for review and/or approval. Accordingly, the parties agree that those persons may do so provided that no specific details of results nor any Confidential Information of the Authority is disclosed thereby; and

- 26.7.2 the Contractor is required by its institutional funding bodies to demonstrate the Contractor's impact on society and agrees to provide to the Contractor any information which the Contractor reasonably requests in order to allow it to demonstrate that impact in respect of the Project, provided that under or pursuant to this clause: the Contractor will not be entitled to receive or disclose the Authority's confidential information or any information which identifies any living individual or allows any living individual to be identified, and the information requested and disclosed under or pursuant to this clause will be general in nature.

27 Contract Risk Management

- 27.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Contract.
- 27.2 The Contractor shall develop, operate, maintain and amend, as agreed with the Authority, processes for:
- i. the identification and management of risks;
 - ii. the identification and management of issues; and
 - iii. monitoring and controlling project plans.
- 27.3 The Contractor allows the Authority to inspect at any time within working hours the accounts and records which the Contractor is required to keep under this Contract.
- 27.4 The Contractor will maintain a risk register of the risks relating to the Contract which the Authority and the Contractor have identified.

28 Animals (scientific procedures) Act 1986 Compliance

- 28.1 Where during the course of any Task Award there is a need to use animals the Contractor shall comply fully with the provisions of the United Kingdom Animals (Scientific Procedures) Act 1986 (The Act). The Act, administered by the UK Home Office regulates all scientific procedures in living animals which may cause pain, suffering, distress or lasting harm and

provides for the designation of establishments where procedures may be undertaken, the licensing of trained individuals who perform the practical techniques and the issue of project licences for specified programmes of work.

- 28.2 The Contractor shall comply with all applicable sections of the Act and the associated Codes of Practice for the Housing and Care of Animals used in Scientific Procedures and the Humane Killing of Animals under Schedule 1 to the Act, issued under section 21 of the Act.
- 28.3 The number of animals used will be the minimum that is consistent with scientific integrity and regulatory acceptability, consideration having been given to the welfare of individual animals in terms of the number and extent of procedures to be carried out on each animal.

Project Specific DEFCONs

DEFCON 129J (ISC) (Edn. 12/19) - The use of Electronic Business Delivery Form

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

DEFCON 609 (ISC) (Edn. 12/19) - Contractor's Records

DEFCON 035 (Edn. 06/21) - Progress Payments

DEFCON 514A (Edn. 03/16) - Failure of Performance under Research and Development Contracts

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

DEFCON 705 (Edn 06/21) –Intellectual Property Rights -Research and Technology

Notes to DEFCON 705:

Clause 1 (b): Shall be defined according to the Joint Intellectual Property Management Plan (JIPMP).

Clause 1 (h): Shall further include the scope of the information defined under Intellectual Property in the JIPMP.

Clause 2: Shall be replaced by clause 9 of the JIPMP

Clause 3: Shall be interpreted and understood to read with the words “required by Clause 2” replaced by “required by Clause 9 of the JIPMP”

Clauses 6-8: Are nullified.

Clause 12: Shall be in addition to and shall not limit any licence rights as set out in the JIPMP.

Clause 14: Shall be interpreted as notwithstanding Clause 11 of the JIPMP

Clause 17: Is replaced with: “The Contractor shall mark each Technical Deliverable with a legend which clearly indicates the ownership of the rights is in accordance with the JIPMP. All Limited Rights Rights Versions shall be clearly marked as such.”

Clause 30: Shall be in addition to and shall not limit any licence rights as set out in the JIPMP.

Clauses 32 – 36: Are Nullified.

Offer and Acceptance

Contract 704725450 for the Provision of a PHD Study to Optimise and Validate Portable Raman Spectroscopy of The Eye to Detect TBI

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

For and on behalf of the Contractor:

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

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

Name and Title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

Innovation SC Schedules

Schedule 1 – Additional Definitions of Contract

Not used.

Schedule 2 - Schedule of Requirements for Contract No: 704725450**For the provision of a PHD Study to Optimise and Validate Portable Raman Spectroscopy of The Eye to Detect TBI**

Contractor Deliverables					
Item Number	Specification	Delivery Date	Total Qty	Price (£) Ex VAT	
				Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	Costs associated with Work Package 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	Completion of Work Package 1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	Costs associated with Work Package 2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	Completion of Work Package 2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
5	Final PHD	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total Price				£178,953.76	

Schedule 3 - Contract Data Sheet

Condition 2.g - Contract Period	Effective date of Contract 1 st November 2022. The Contract expiry date shall be 31 st October 2026
Condition 7 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail Yes</p> <p>Notices served under the Contract shall be sent to the following address: Authority: HQ Defence Medical Services Group Coltman House DMS Whittington LICHFIELD WS14 9PY Supplier: Director of Research Strategy & Services, The University of Birmingham, Edgbaston, Birmingham, B15 2TT</p>
Condition 9 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings: Type: Progress Meetings Frequency: Quarterly Location: Virtual by default</p>
Condition 9 – Progress Reports	<p>The Contractor is required to submit the following Reports: Type: Progress Reports Frequency: Quarterly Method of Delivery: Virtual by default Delivery Address: [REDACTED]</p>
Condition 10.a – Contract Price	<p>All Schedule 2 line items shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated below: Not Applicable</p>
Condition 10.b – Quality	

Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Assurance Requirements: Not Applicable</p>
Condition 11 – Delivery/Collection	<p>Contract Deliverables are to be: Delivered by the Contractor Special Instructions:</p> <p>Collected by the Authority Special Instructions (including consignor address if different from Contractor's registered address):</p>
Condition17 – Termination for Convenience	<p>The Notice period for terminating the Contract shall be twenty 20 Business Days.</p>

Appendix A to Schedule - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: [REDACTED]

Email: [REDACTED]

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

Name: [REDACTED]

Address [REDACTED]

Email: [REDACTED]

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

Branch/Name: [REDACTED]

Email: [REDACTED]

(b) U.I.N. [REDACTED]_____

5. Drawings/Specifications are available from __N/A_____

6. Intentionally Blank

7. 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].

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

9. Consignment Instructions The items are to be consigned as follows: ____ N/A ____

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.

11. The Invoice Paying Authority

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

((0151-242-2000 Fax: 0151-242-2809

Website

is:

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

12. Forms and Documentation are available through *:

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

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

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:
<https://www.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 - Contractor's Sensitive Information Form (i.a.w. Condition 4) for Contract No: 704725450**NOT APPLICABLE**

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: 704725450
Description of Contractor's Sensitive Information: Not Applicable
Cross Reference(s) to location of Sensitive Information: Not Applicable
Explanation of Sensitivity: Not Applicable
Details of potential harm resulting from disclosure: Not Applicable
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:

Schedule 5 - Notification of Intellectual Property Rights (IPR)**NIL RETURN**

DEFFORM 711 (Edn 4/22)

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

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

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

NOT APPLICABLE

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

Request for Quotation 704725450

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

Part B

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

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

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

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

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

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

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c)

applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.

3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.

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

Example PBS

The DEFFORM 711 on the Commercial Toolkit
http://aof.uwh.diif.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.

Schedule 6 - Key Performance Indicators

Ser	KPI Description	KPI Achievement Criteria	KPI Achievement Date	Milestone Linked To	Consequence of Not Meeting KPI
1	Submission of all reports as set out Clause 24. Contract Monitoring and, Schedule 8.	Receipt of report on time and in full.	[REDACTED]	1	Contractor must provide the Authority with a Recovery Plan if the KPI Achievement Criteria is not met at 2 consecutive quarterly meetings.
2	Progress and completion of Work Package 1 as defined in Schedule 7.	Complete Work package 1 (Methodology, development, and refinement), using a maximum of 12 animals for in-vivo diagnostics to aid model development.	[REDACTED]	2,3	Payment will not be made until 100% completion of milestones. The Authority will reserve the right to enforce clause 27.1.
3	Progress and completion of Work Package 2 as defined in Schedule 7.	Complete Work package 2 (Data acquisition and validation), using a maximum of 24 animals for data comparison in injured vs uninjured eyes.	[REDACTED]	4,5	Payment will not be made until 100% completion of milestones. The Authority will reserve the right to enforce clause 27.1.
4	Demonstrate progress against requirements at quarterly progress meetings with the Authority and, produce a power point presentation on a quarterly basis - within 10 working days at the end of agreed quarterly dates. As detailed in clause 24. Contract Monitoring.	Attendance and demonstration of progress provided at quarterly meeting in format provided by MOD.	[REDACTED]	N/A	Contractor must provide the Authority with a Recovery Plan if the KPI Achievement Criteria is not met at 2 consecutive quarterly meetings.

Schedule 7 - Project Description

7.1. Background

- 7.1.1 Traumatic brain injury (TBI) is a major cause of death and disability worldwide and a particular concern for the military on deployment, where expert hospital-based neurosurgical care is not readily available. TBI is especially hard to diagnose before hospital, with many mild TBI that do not need hospital care being sent to hospital unnecessarily and severe TBI that needs urgent treatment being missed because patients have other injuries.
- 7.1.2 MOD/UOB are developing a portable, hand-held device that can be used to assess patients as soon as the injury occurs. It will be easy to use, fast, accurate, cost-effective, and non-invasive for the patient, meaning that no discomfort will be caused. This device will allow rapid diagnosis of severity of the trauma, suitable to be used at the point of injury such as at the roadside.
- 7.1.3 This device works by scanning the back of the eye, where the optic nerve sits, connecting the eye to the brain. The optic nerve contains specific molecules (protein and fat 'neuromarkers') in a tightly regulated balance. Even the slightest change to this balance may have serious effects on the 'brain-health'. Trauma to the head in TBI causes these neuromarkers to change indicating that something is wrong.
- 7.1.4 The device detects and analyses the composition of neuromarkers and creates a molecular fingerprint that we have shown accurately detects changes in animal brain and eye tissues with different levels of brain injuries and uses an artificial intelligence computer program to automatically detect and classify injuries.
- 7.1.5 This project will demonstrate that the device is able to detect TBI in a living animal by taking non-contact photos of the back of the eye and Raman spectra

7.2. Requirement

- 7.2.1 The Contractor will undertake research to explore research into portable Raman spectroscopy by:
 - a. Recruit a suitably qualified student to undertake PhD study, providing academic supervision for the four-year duration.
 - b. Complete Work package 1 (Methodology, development and refinement), using a maximum of 12 animals for in-vivo diagnostics to aid model development

- c Complete Work package 2 (Data acquisition and validation), using a maximum of 24 animals for data comparison in injured vs uninjured eyes.

7.3. Objectives

- 7.3.1 To optimise a prototype of combined Raman-fundus imaging in a rat model of optic nerve crush injury.
- 7.3.2 To demonstrate a usable device that rapidly classifies injury-related spectral data, which will be capable of detecting eye-related changes in TBI.

7.4. Work Packages

- 7.4.1 Study design, study setting, population, hypothesis, methodology, outcome measures (primary and secondary), sample size calculation, data collection and management, data analysis plan, timeline (a Gantt chart can be attached).
- 7.4.2 The project is divided into two work packages, based in the rat optic nerve crush (ONC) injury model at the University of Birmingham. The Neuroscience and Ophthalmology lab in the University of Birmingham has more than 20 years of experience in the ONC model, which creates reproducible brain injury manifest in the eye, as a model of traumatic optic neuropathy.
- 7.4.3 **Work Package 1. Methodology development and refinement (0-6 Months)**
Acquisition of Raman spectra with the prototype portable device will be developed and refined in 4 successive groups of 3 animals with unilateral ONC. Model development, including the addition of in-vivo diagnostics to an existing model is an iterative process and we have found that groups of three animals allow the effects of serial protocol changes to be reproducibly assessed. Imaging will be conducted at baseline and then at time points after injury for up to 1 month. 12 animals total will be used for WP1.
 - **Work Package 1 Deliverable: Optimised protocol for in-vivo Raman spectroscopy of the eye.**
- 7.4.4 **Work Package 2. Data acquisition and validation (06-18 Months):**
The Raman spectra from injured vs uninjured eyes will be compared in 3 groups of 8 animals. Samples sizes have been designed for 7 animals per experiment allowing 1 animal wastage (see below). Unilateral crush with contralateral sham surgery will be performed to allow within-subject comparison to baseline and to the uninjured eye. Animals will be killed at 2 weeks. Imaging including Raman spectroscopy, optical coherence tomography (OCT) and fundus photography will be conducted at 10 mins post-ONC, 30 mins post-ONC, 1 day, 3 days, 7 days, 14 days). Post-mortem eyes will be processed for retinal ganglion cell (RGC)

counting in sections immunohistochemically stained for markers of RGC structure, cell death and gliosis (RBPMS, beta-3-tubulin, melanopsin, caspase-2, GFAP, CRALBP) for comparison of in vivo and post-mortem evaluations. 24 animals total will be used for WP2.

Primary Outcome measure: SkiNET AI classification of signals between ONC vs. sham.

Secondary Outcome measures: Retinal metabolite concentrations (on Raman); correlation with retinal nerve fibre layer thickness on OCT, RGC counting and retinal injury markers on immunohistochemistry.

Data Analysis: SkiNET classification will be the primary analysis. Secondary outcomes will be analysed using generalised estimating equations to account for the within subject design and between subject variation.

Sample size: Prior Raman data found retinal cardiolipin levels of sTBI: 5123.86 +/-84.21; mTBI: 3789.21 +/-100.87; sham: 3094.57 +/-512.49.[34] Using GPower, for comparing sTBI to sham, 3 animals gives 99% power and for mTBI to sham, 7 animals gives 96% power.

- **Work Package 2 Deliverable: Demonstration of the retinal Raman spectroscopic signature in the rat eye after ONC and in control eyes.**

Schedule 8 - Milestone Payment Plan

Serial	Milestone Description	Milestone Achievement Criteria	Milestone Achievement Date	Milestone Value
1.	Provide progress updates to Authority	Prepare quarterly reports for presentation by Def Prof at Research Theme Working Group (RTWG)	[REDACTED]	[REDACTED]
2.	Costs associated with WP1	Confirmation of expenditure by DO	[REDACTED]	[REDACTED]
3	WP1 Completion	Optimised protocol for in-vivo Raman spectroscopy of the eye	[REDACTED]	[REDACTED]
4	Costs associated with WP2	Confirmation of expenditure by DO	[REDACTED]	[REDACTED]
5.	WP2 Completion	Demonstration of the retinal Raman spectroscopy signature in the rat eye after ONC and in control eyes	[REDACTED]	[REDACTED]
6.	PhD Completion	PhD Completion	[REDACTED]	[REDACTED]

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