



**MOD Terms and Conditions for Less
Complex Requirements
(£122,979 - £378,660)**

For

FEWS In-Vitro Testing

Between

Dstl (The Authority)

And

Eurofins Cerep S.A (The Contractor)

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;

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 Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or 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;

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;

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;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 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. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

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

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.

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 Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. 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).
- b. 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.
- c. 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 are Hazardous Contractor Deliverables; and

- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

- d. Safety Data Sheets if required under Clause 9.c 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:
 - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
 - (2) 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
 - (3) 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.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. 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 within a reasonable time 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)

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).

13 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.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, 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 14b 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 14c 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.

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 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.

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 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 its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 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.

18 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.

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.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.

20 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON	Edn	Title
DEFCON 76 (SC1)	06/21	Contractor's Personnel at Government Establishments
DEFCON 126	06/21	International Collaboration
DEFCON 127	12/14	Price Fixing Condition for Contracts of Lesser Value
DEFCON 502 (SC1)	11/16	Specification Changes
DEFCON 514A	03/16	Failure of Performance Under Research and Development Contracts
DEFCON 532A (SC1)	08/20	Protection of Personal Data (where personal data is not being processed on behalf of the Authority)
DEFCON 534	06/21	Subcontracting and Prompt Payment
DEFCON 538	06/02	Severability
DEFCON 566	10/20	Change of Control of Contractor
DEFCON 601	04/14	Redundant Material
DEFCON 608	10/14	Access and Facilities to be provided by the Contractor
DEFCON 611 (ISC)	12/19	Issued Property
DEFCON 620 (SC1)	12/16	Contract Change Control Procedure
DEFCON 630 (ISC)	12/19	Framework Agreements
DEFCON 646	10/98	Law and Jurisdiction (Foreign Suppliers)
DEFCON 656A	08/16	Termination for Convenience – Under £5m
DEFCON 658 (SC1)	11/17	Cyber The Cyber Risk Profile for this requirement identified by the Cyber Risk Assessment is Very Low(Reference – RAR-NQ835KEP)
DEFCON 659A	06/21	Security Measures
DEFCON 660	12/15	Official Sensitive Security Requirements
DEFCON 694	12/19	Accounting for the Property of the Authority
DEFCON 703	06/21	Intellectual Property Rights – Vesting in the Authority

21 The special conditions that apply to this Contract are:

a. Authorisation by the Crown for use of Third Party Intellectual Property Rights

(1) 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

b. Contractors Personnel - Research Workers

(1) The Authority shall assess and approve research workers, representatives, agents or employees of the Contractor (or any sub-contractor) to work directly on the contract ("Research Workers") as part of individual task placement under the contract. The Authority shall assess and approve on an annual basis, where appropriate, a core team of research workers as to minimise potential delays to task placement. The following research workers have been approved against Year 1 of the contract (valid until 31/03/22):

(2) The Contractor (and any sub-contractor) shall take all reasonable steps to avoid changes in the Research Workers once accepted. Where such a change is necessary, the Contractor shall obtain the prior written consent of the Authority, which shall not be unreasonably withheld.

(3) Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract. A Personal Particulars Form shall be completed for each additional person and sent to the Authority's Representative (Commercial – see Box 1 of Schedule 3 Annex A to the Contract – DEFFORM 111). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before any additional Contractor's Personnel may start work on this Contract.

(4) All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.

(5) The only exception to process described in this condition is when all of the Contractors proposed Research Workers hold a full current SC clearance with no restrictions. In that case, even if the classification of the contract work is below SECRET a Personal Particulars form is not required. The SC provides the Authority with the requisite level of assurance that the individual is who they say they are and is appropriate to work on the contract. The Contractor will be required to provide appropriate evidence to demonstrate to the satisfaction of the Authority that the proposed Research Workers hold a full current SC clearance.

c. Invoice Submission

In order to obtain payment the Contractor shall:

- (1) submit an invoice to the Dstl Accounts Payable at the address set out in Box 11 of Schedule 3 Annex A to the Contract (DEFFORM 111) and send a PDF copy of the invoice to the Authority's Representative (Project – see Box 2 of Schedule 3 Annex A to the Contract – DEFFORM 111).
- (2) Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).

d. Deliverable Report Marking

(1) All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the Defence Research Reports Specification (DRRS) @ <https://www.gov.uk/guidance/submit-a-report-to-athena> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.

(2) Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.

(3) Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain

comprehensively the work undertaken and results achieved including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

(4) The Contractor is to supply, at no additional cost to the Authority, a Minutes Secretary and produce minutes of the meetings if necessary.

(5) The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state: "Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract."

(6) Reports shall be signed on the Contractor's behalf by a person authorised to commit the Contractor.

(7) Marking of Deliverables (Documents)

(a) In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

(b) In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

(c) In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

(d) In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

(e) In accordance with DEFCON 705, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Schedule 6.

(f) If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

e. IPR - Subcontracts

(1) The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Schedule 7 to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to the Authority's Representative (Commercial – see Box 1 of Schedule 3 Annex A to the Contract – DEFFORM 111) and await further instructions before placing the subcontract or order.

f. Government Furnished Assets

(1) The Government Furnished Assets as identified under each individual tasking form shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract under the loan terms of either contract embodiment item, contract support item, or contract work item as specified by the Authority. Any such issue shall be in accordance with the provisions of DEFCON 611 (ISC) and DEFCON 694 (ISC).

(2) The Government Furnished Assets provided to the Contractor will be returned on completion of the Contract or disposed of with written consent.

Government Furnished Information

(3) The Authority does not give any warranty or undertaking as to the completeness, accuracy or fitness for any purpose of any of the Authority provided information and neither the Authority nor its agents or employees shall be liable to the

Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute or otherwise as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind in the Authority provided information.

g. Test and Evaluation

(1) The Contractor shall provide the Authority's Representative (Project – see Box 2 of Schedule 3 Annex A to the Contract – DEFFORM 111) with all appropriate paperwork, to the requirements of the Authority's Representative to support conduct of test and evaluation; including but not limited to:

- (a) Trial Plans;
- (b) Evaluation Plans;
- (c) Risk Assessment;
- (d) Health and Safety;
- (e) Certificates of Insurance;

22 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions of Contract

Schedule 2 – Schedule of Requirements for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Limit of Liability (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking) Year 1	XY	N/A	31 Mar 2022	1	50,000	50,000
2	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking) Year 2	XY	N/A	31 Mar 2023	1	50,000	50,000
3	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking) Year 3	XY	N/A	31 Mar 2024	1	50,000	50,000
4	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking) Year 4	XY	N/A	31 Mar 2025	1	50,000	50,000
5	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking)	XY	N/A	31 Mar 2026	TBC	50,000	50,000

			Year 5						
6	N/A	N/A	Provision of In-Vitro Testing for New Psychoactive Substances (Call Off Tasking) Year 6 (OPTION)	XY	N/A	TBC	TBC	TBC (Forecast £50,000)	TBC
								Total Limit of Liability	250,000.00

Item Number	Consignee Address (XY code only)
1 - 5	Redacted under FOI exemption

Schedule 3 - Contract Data Sheet for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

Contract Period	<p>Effective date of Contract: 04 October 2021</p> <p>The Contract expiry date shall be: 31 March 2026</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Redacted under FOI exemption</p> <p>Contractor: Redacted under FOI exemption</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements:</p> <p>ISO 9001 Quality Management System,</p> <p>ISO 17025 Testing and Calibration Laboratories (Desirable)</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Redacted under FOI exemption</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Redacted under FOI exemption</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Where the contractor is required to make deliveries to Dstl, this shall be subject to agreement with the Dstl project Manager identified in Box 2 of Defform 111 Edn 03/21) - Appendix - Addresses and Other Information</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements:</p> <p>None Specified</p>

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: As specified per tasking order</p> <p>Frequency:</p> <p>Location:</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: As specified per tasking order</p> <p>Frequency:</p> <p>Method of Delivery:</p> <p>Delivery Address: Redacted under FOI exemption</p>

Appendix - Addresses and Other Information

1. Commercial Officer

Redacted under FOI exemption

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

Redacted under FOI exemption

3. Packaging Design Authority

Organisation & point of contact:

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



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



(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Name:

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

☎ Redacted under FOI exemption

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ Redacted under FOI exemption

9. Consignment Instructions

The items are to be consigned as follows:

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

A. **DSKOM**. Redacted under FOI exemption

Air Freight Centre

Redacted under FOI exemption

Surface Freight Centre

Redacted under FOI exemption

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 DESWATERGUARD-ICS-Support@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

Redacted under FOI exemption

12. Forms and Documentation are available through *:

Redacted under FOI exemption

* 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 Commercially Sensitive Information Form (i.a.w. Clause 5) for
Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing**

Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

Description of Contractor's Commercially Sensitive Information:

Redacted under FOI exemption

Cross Reference(s) to location of sensitive information:

Explanation of Sensitivity:

Redacted under FOI exemption

Details of potential harm resulting from disclosure:

Redacted under FOI exemption

Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: **Redacted under FOI exemption**

Position:

Address:

Telephone Number:

Email Address:

Schedule 5 - Statement of Requirement for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

Summary

Dstl have identified an ongoing requirement for the continued procurement of a service for in-vitro testing of potentially psychoactive substances to support the implementation of the Psychoactive Substances Act (2016). It is noted that this requirement involves pharmacological testing on immobilised cloned human cells against suspected psychoactive substances.

Dstl are looking to place a contract with for an initial duration of Five (5) Years, with an option period of One (1) year, on a task based approach working against a specified annual financial Limitation of liability.

Requirement

1. Testing.

In order to support the Psychoactive Substances Act 2016 there is a requirement for a Supplier to conduct in-vitro testing of certain substances suspected to be psychoactive. These substances are required to be subjected to a series of binding and functional assays as highlighted in **Redacted under FOI exemption**, referenced at:

Redacted under FOI exemption

Redacted under FOI exemption

Other molecular targets and transponders may be required at a later date if new substances emerge that do not bind to the molecular targets and transponders identified and described in the specification. Should this occur Dstl shall, subject to a formal change control process, to amend the contract to include the expanded requirement.

Dstl sets out to confirm that the work delivered under this contract is operational and will likely therefore require testing of 5 – 6 compounds per year, and will continue for the foreseeable future. However, Dstl sets out to confirm that this is not a commitment to a predetermined number of compounds, or tests, on an annual basis.

2. Quality Testing

The results from the in-vitro testing are likely to be used in court for prosecution purposes so records must be able to withstand scrutiny. In forensic laboratories this is traditionally demonstrated to accreditation to ISO 17025. Where the laboratory is not accredited to this standard, the supplier must be able to produce evidence to demonstrate:

- The quality controls employed to ensure the integrity of the assays including
 - Assay components, sample and reference materials – batch numbers (including certification of analysis), quantities, purity, impurities and contamination prevention, handling, storage, logistics and chain of custody.
 - Correct storage conditions being adhered to; temperature humidity, and container design.
 - Demonstration of the effect on product quality of discrepancies in storage or transport conditions (e.g. cold chain management) in conjunction with

- other ICH guidelines.
 - Validation records of all assays.
- The quality of biological materials, standards, solvents and consumables.
- Validation: The supplier must be able to provide validation reports for all the work carried out.
- The supplier shall provide the standard operating procedures (SOPs) used for the assays.
- Document Control – A document control processes should be in place for all documents relate to the work.

Record keeping is essential to producing evidence for court and the following records must be maintained and produced if required:

- Identity of the drug being testing
 - Records to prove what the drug being testing was (e.g. records of purchase etc., from a reputable lab or analytical data as supplied with the Test Substances).
 - Records to provide whether the drug being tested was a single enantiomer of a racemic mixture.
- Identity of all positive and negative controls
 - The analysis will use positive and negative controls and there must be records to prove that the substance tested was actually what was planned.
 - Records to prove that the positive and negative controls are single enantiomers or racemic mixtures.
- Records of equipment
 - The make, model and serial number of equipment used.
 - The calibration and maintenance equipment records (where appropriate) used as part of the testing.
 - Traceability records or what tests were done on what piece of equipment.
- Records of Reagents
 - Records of reagents employed in the work.
 - Records of any work don't to show the reagents are fit for purpose.
- Procedures
 - Detailed records of the procedures employed to do the work
- Records of staff competence to perform work
 - Records of specific individuals involved in performing each stage of the work.
- Records of all the tests done and the results.

3. Reporting

The turnaround time to complete the assays and report the results measured from the time of receipt of the test substances shall be no more than two (2) months for the initial binding assay, and an additional two (2) months for the follow-up assays. Quicker turnaround times (e.g. One (1) Month for each stage) are desired where possible.

The statements or joint reports (joint reports required for Scotland) from the Supplier shall be given by a person or persons suitably qualified as to the facts or opinion set out in them, in a form admissible in a UK Court (England and Wales, Scotland or Northern Ireland Court). The output should also include a certificate of authentication for use in the Scottish Criminal Justice System.

For the Scottish Criminal Justice System, corroboration is required in the form of a joint report (signed by two (2) individuals). Where a signed hard copy is required, the Supplier shall provide this no more than One (1) month following the completion of testing.

All the required statements or joint report shall be submitted to Dstl no more than 1 month following the completion of testing.

All statements and joint reports shall be provide in English and free from spelling and grammatical errors.

All statements and join report(s) shall be sent to Dstl in an agreed form via email. Dstl contact details will be provided at the point of Contract Award.

Failure to comply with the above reporting requirements may result in Dstl rejecting the deliverable and requesting re-work, at no additional cost, prior to final acceptance.

The supplier shall be responsible for the disposal of any excess or unused samples.

4. Options or follow on work
Dstl sets out to confirm that following the initial contact period, there shall be one (1) year options periods (reference Financial Year 2025/26).
5. Deliverables
The following deliverables shall be provided to Dstl in support of each individual task placed.

D-1. Report on binding assay test of suspected NPS.

The report shall be due no later than two (2) months from receipt of the samples, and should include the binding assay results of each compound and suggestions for whether or not, based on the specification, if it is worth testing the compound on stage 2 functional assay screening.

The report format shall be an Email or Excel (.xls) document, highlighting the binding results.

The expected classification of the deliverable is OFFICIAL, but may be subject to change upon which Dstl shall be responsible for advising.

D-2. Report of functional assay tests of suspected NPS.

The report shall be due no later than three (3) months from confirmation from Dstl to proceed with Stage 2, and the report shall provide statements of findings including the certificate of authentication, joint report, raw data, and full report. Dstl has a preference for this data to be accessed via an encrypted download via an online portal.

The report format shall be subject to agreement between the parties, and this shall be agreed during the start-up-meeting for D-2 tasking.

The expected classification of the deliverable is OFFICIAL SENSITIVE, but may be subject to change upon which Dstl shall be responsible for advising.

6. Acceptance Criteria

Deliverable D-1 and D-2 shall be reviewed by an expert witness; if the data is not of a sufficiently high quality Dstl shall request the supplier to review, uplift, and resubmit their output in accordance with the review comments and feedback provided.

7. Quality Requirements

The following quality requirements shall be applied to all activities and deliverables provided:

- ISO9001 Quality Management Systems
- Other – The results from the in-vitro testing are likely to be used in court for prosecution purposes, and therefore records must be able to withstand scrutiny. In forensic laboratories this is traditionally demonstrated by accreditation to (or in accordance to) ISO 17025.

8. Health & Safety, and Legislative requirements

The supplier will be expected to work with potentially psychoactive substances and is responsible for their safe use and disposal. The supplier provide confirmation to Dstl that it has appropriate processes and risk mitigations to minimise any potential Health & Safety issues as part of the task placement.

Further, the supplier will be expected to conform to relevant legislation involving controlled substances.

9. Contract Security

The highest classification of the work performed under the contract will be UK OFFICIAL SENSITIVE, and the highest classification of the Contract deliverables and output shall be UK OFFICIAL SENSITIVE.

A Security Aspects Letters has been issued in support of the Contract.

10. Government furnished Assets

Dstl shall provide or support, under GFA, the provision of samples to be tested. The dates and sample reference numbers shall be confirmed by Dstl as part of the GFA Provision, and Dstl sets hereby confirms that the issues GFA shall not be returned, but any leftover or redundant material shall be disposed of by the supplier.

Schedule 6 – Tasking Process for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

The Following tasking process shall be applied to all tasks raised under this Contract:

Step	Description	Activity Duration (Working Days)
1	Dstl Project Team initiate the tasking process (subject to contract) via e-mail from the Technical Lead, together with evaluation/acceptance criteria (to help how to choose between supplier responses)	N/A
2	Supplier receives e-mail, and submits a response to Dstl Project Team by return e-mail	Up to 2 Days from receipt
3	Dstl Project Team receive the Firm Price quotation and assesses if content to proceed (and with which supplier (for the FSP task).	1 Day from receipt
4	Dstl Project Team confirm intent to proceed (to the supplier) (Task remains subject to contract) by e-mail (from PM), and commence internal governance requirements Dstl Project Team (PM) raise iCAS requisition (with attached e-mail trail) and add requisition number to EM Planner Dstl Project Team (PM) to send a completed Tasking Form to Commercial	1 Day
4.a	Dstl Commercial request & commence processing of research worker forms (preference to establish core team in advance so this step is not required)	Up to 10 Days
5	Dstl Commercial formally place Task with the supplier via: <ul style="list-style-type: none"> Release of signed FINAL tasking form accepting supplier proposal, and Issue of a Dstl Purchase Order 	1 Day

Schedule 7 – Tasking Form for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

1. Requirement Overview

Title of Requirement	
Requisition No.	
Purchase Order No.	Any work carried out prior to issue of a signed tasking form and Purchase Order number is at the Contractor's own risk
Project Contact	

2. Requirement Summary

Requirement	Requirement Definition	<i>Specify requirement, and reference supporting documents as required</i>
Deliverable (Report)	Please specify either D1, D2, or both	

3. Supplier Quotation

Contract Duration	Start Date	
	End Date	
Price	Firm Price Quoted	
	Proposed Milestone Payments¹	
Research Workers	Proposed Research Workers	

4. Dstl Offer of Contract

Commercial Officer	Name / Contact Details
Approved By	

¹ Milestone (M/S) Payment Notes:

- 1) Dstl will not make any form of Payment on Contract award.
- 2) M/S Payment cost to be qualified as Value for Money (VFM) justifiable charge.

Signature	
Date	

5. Supplier unqualified acceptance of Offer *(To be completed by the supplier and returned to Dstl Commercial)*

Authorised Signatory	Name / Contact Details
Position	
Signature	
Date	

6. Record of Authorised Changes

Change No.	Date	Reason

Schedule 8 – Rate Card for Contract No: DSTL/AGR/01248/01 for FEWS in-Vitro Testing

Validity Period 04 October 2021 to 30 September 2025.

Pricing Notes:

1. A **Redacted under FOI exemption** yearly increase will be applied automatically on 01 October 2022, 01 October 2023, 01 October 2024, 01 October 2025, and this has been represented in Table 1. Primary Screening.

Eurofins Cerep reserve the right to revise GBP prices at any time in case of significant fluctuation of the exchange rate. At the time of Contract placement the applicable exchange rate is **Redacted under FOI exemption** and the significant fluctuation which may trigger a price review has been agreed as a **Redacted under FOI exemption** change.

1. Primary Screening

Price Table						
Testing Site	Item Reference	Item Description	Turnaround Time ⁽³⁾	Testing Conditions	Batch Frequency	Minimum Number of Compounds Expected on the Period ⁽⁴⁾
Redacted under FOI exemption						

Notes: Deliverables

1. DOL
2. Send a signed PDF for all documents
3. Except Statement 6. Certificate of Authentication: send also the original hard copy (and print a copy for archiving).

Price Per Compound According to the Number of Compounds Per Batch

Number of Compounds Per Batch	Period and Price (GBP) ⁽¹⁾⁽²⁾				
	Year 1 01/10/21 to 30/09/22	Year 2 01/10/22 to 30/09/23	Year 3 01/10/23 to 30/09/24	Year 4 01/10/24 to 30/09/25	Year 5 01/10/25 to 30/09/26
1	Redacted under FOI exemption				
2					
3					
4					
5					
6					
7					

Assay List and Reference – 10 assays

Assay Reference	Assay Name
4518	Redacted under FOI exemption
4708	Redacted under FOI exemption
1405	Redacted under FOI exemption
3051	Redacted under FOI exemption
118	Redacted under FOI exemption
471	Redacted under FOI exemption
355	Redacted under FOI exemption
52	Redacted under FOI exemption
439	Redacted under FOI exemption
4187	Redacted under FOI exemption

2. Follow-up²

Price Table (GBP)						
Testing Site	Assay Reference	Assay name	Price per compound for testing at 10 concentrations in duplicate ⁽¹⁾ ⁽²⁾ for 1 independent experiment*			
			1 Compound	2 Compounds	3 Compounds	4 Compounds
Poitiers France	Redacted under FOI exemption					
Saint-Charles USA						
Poitiers France						

*For 3 independent experiments, prices mentioned above will be multiplied by 3, for example:

For 1 compound to be tested at 10 concentrations in duplicate, 3 independent experiments on assay ref. 1744, the price for year 1: £1,036 * 3 = £3,108

3. Statement fees³

	1 to 5 cpds / batch	1 to 5 cpds / batch	1 to 5 cpds / batch
1 general statement + 1 statement + 1 Specific Statement per + Certificate of Authentication	Redacted under FOI exemption	Redacted under FOI exemption	

² Prices are based on Contract award, October 2021, and have not been subjected to the annual Redacted under FOI exemption

³ Prices are based on Contract award, October 2021, and have not been subjected to the annual Redacted under FOI exemption

4. Consulting fees⁴

	Price per Day (7 hours)	Price per half Day (3.30 hours)	Price per hour
Price for consulting (including FTE and preparation of documents)	Redacted under FOI exemption		
Fees will be estimated on a case by case basis and price adjusted after completion to reflect real time spent			

5. Notes

- (1) Pricing Agreement does not include VAT or local taxes and may be subject to modification in final quotation
- (2) Pricing Agreement is valid for testing the compounds in single batch
- (3) Study timeline starts the day following reception of the formal agreement (i.e. PO), test compound and associated information at the indicated test site.
- (4) Pricing Agreement is based on the above commitment. Eurofinds Discovery reserves the right to change the price if the requirements are not met.

For any study, a minimum fee of Redacted under FOI exemption will be applied

This minimum fee will not be applied in case of follow-up studies performed under 3 months after the initial study.

⁴ Prices are based on Contract award, October 2021, and have not been subjected to the annual Redacted under FOI exemption