

Schedule 1 – Additional Definitions of Contract

The following Additional Definitions apply in respect of the “LIMITATIONS ON LIABILITY” Clause detailed under the Project Specific Conditions at Section 21 of the ISC Terms and Conditions of Contract,

“Charges”	means any of the charges for the provision of the Services, Contract 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 data protection and privacy legislation in force from time to time in the UK, including but not limited to: (i) the General Data Protection Regulation ((EU)2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the “UK General Data Protection Regulation” or “UK GDPR”); (ii) the Data Protection Act 2018; (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy [and the guidance and codes of practice issued by the Information Commissioner’s Office which apply to a party];
“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;
“Law”	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court 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 [cross refer to service credit regime in contract];
“Contract Term”	means the period commencing on [the commencement date / that date on which this Contract is signed / the date on which this Contract takes effect] and ending [on the expiry of x years / on x date] or on earlier termination of this Contract.

Schedule 2 - Schedule of Requirements for Contract No: DSTLX1000165435

For ACC2025013 Vigilant Scanning Limited – Seismic Shift in Threat Detection in Freight and Vehicles

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	Refined project plan with end-user involvement – Interim Report	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
2	End-user requirements – Technical Report	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
3	Software control complete – Technical Report	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
4	Laboratory demonstration of threat detection - Demonstration	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
5	Prototype Demonstration - Prototype	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
6	Final Report	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption	Redacted Under FOI Exemption
11	OPTIONS [Applicable only if the Authority exercises its Option in accordance with Condition 21 (Option) of the Contract terms and conditions.]	TBC		Redacted Under FOI Exemption	ROM Cost (See “Option” under Condition 21) Redacted Under FOI Exemption

	Testing & Trialling				
				Total Price	£348,210.00

Schedule 3 – Contract Data Sheet

Clause 2.g – Contract Period	Effective date of Contract: 13th December 2021 The Contract expiry date shall be: 12 th October 2022
Clause 8 - Notices	Notices served under the Contract can be transmitted by electronic mail Yes ☒ No ☐ Notices served under the Contract shall be sent to the following address: Authority: See Box 1 of Schedule 3 Annex A Contractor: Redacted Under FOI Exemption
Clause 10 – Progress Meetings	The Contractor shall be required to attend the following meetings: Type: Progress Frequency: Monthly Location: TBC
Clause 10 – Progress Reports	The Contractor is required to submit the following Reports: Type: Progress Frequency: Monthly Method of Delivery: Email Delivery Address: As per box 2 of Schedule 3 Annex A
Clause 11.a – Contract Price	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: Line Items Clause 11. refers
Clause 11.b – Quality Assurance	Is a Deliverable Quality Plan required for this Contract? Yes ☐ No ☒ 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. Other Quality Assurance Requirements:
Clause 12 – Delivery/Collection	Contract Deliverables are to be: Delivered by the Contractor ☒ Special Instructions: Collected by the Authority ☐ Special Instructions (including consignor address if different from Contractor's registered address):
Clause 18 – Termination for Convenience	The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here: The Notice period for termination shall be 20 Business Days

Appendix - Addresses and Other Information

1. Commercial Officer

Name: **Redacted** Under FOI Exemption

Address: **Redacted** Under FOI Exemption

Email: **Redacted** Under FOI Exemption

 **Redacted** Under FOI Exemption

8. Public Accounting Authority

Redacted Under FOI Exemption

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

Name: **Redacted** Under FOI Exemption

Address: **Redacted** Under FOI Exemption

Email: **Redacted** Under FOI Exemption

 **Redacted** Under FOI Exemption

9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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



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

Redacted Under FOI Exemption

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



(b) U.I.N.

Redacted Under FOI Exemption

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

Redacted Under FOI Exemption

6. Intentionally Blank

12. Forms and Documentation are available through *:

Redacted Under FOI Exemption

7. Quality Assurance Representative:

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

Redacted Under FOI Exemption

* NOTE

Redacted Under FOI Exemption

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 3.c) for Contract No: DSTLX1000165435

1. Authority Changes

Subject always to Condition 3 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clause 3 below.

3. Contractor Change Proposal

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
 - (1) the effect of the Change on the Contractor's obligations under the Contract;
 - (2) a detailed breakdown of any costs which result from the Change;
 - (3) the programme for implementing the Change;
 - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
 - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
 - (1) evaluate the Contractor Change Proposal;
 - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
 - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 3 (Amendments to Contract); or
 - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

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

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) for Contract No: DSTLX1000165435

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

SCHEDULE 6 – DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING SCHEME

Reports comprising technical information DEFCON 705

Full Rights Version	Limited Rights Version
Conditions Of Supply – Full Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.	Conditions Of Supply – Limited Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)

Notes:

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

SCHEDULE 7 - DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)

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

THIS AGREEMENT is made the [xxx] day of 20[xx]

BETWEEN [xxxxxx]

whose registered office is at [xxxxxxx]
(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR
DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

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

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

- 1 The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
- 2 No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

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

Signed on behalf of
the Sub-Contractor
(in capacity of [xxxxxx])

Signed on behalf of [xxxxxx]
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

[xxxxx]

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

[xxxxx]

except that:

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

SCHEDULE 8 – GOVERNMENT FURNISHED ASSETS

NONE AGREED AT CONTRACT AWARD.