

Schedule 1 - Definitions of Contract

Articles

means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies when DEFCONs are added to these Conditions);**

Authority

means the Secretary of State for Defence acting on behalf of the Crown;

Authority's Representative(s)

shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;

Business Day

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

Central Government Body

a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or
- d. Executive Agency;

Collect

means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;

Commercial Packaging

means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)

Conditions

means the terms and conditions set out in this document;

Consignee

means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

Consignor

means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

Contract

means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);

Contract Price

means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

Contractor

means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

Contractor Commercially Sensitive Information

means the information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables

means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

Control

means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

- a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
- b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

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;

CPET

means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy

Crown Use

in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

Dangerous Goods

means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

- a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);
- b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);
- c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
- d. International Maritime Dangerous Goods (IMDG) Code;
- e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;

DBS Finance	f. International Air Transport Association (IATA) Dangerous Goods Regulations. means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the

event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Independent Verification

means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";

Information

means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;

Issued Property

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

Legal and Sustainable

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

Legislation

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

Military Level Packaging (MLP)

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

Military Packager Approval Scheme (MPAS)

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

Military Packaging Level (MPL)

shall have the meaning described in Def Stan 81-041 (Part 1);

MPAS Registered Organisation

is a packaging organisation having one or more MPAS Certified Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

MPAS Certified Designer

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

NATO

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

Notices

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

Overseas

shall mean non UK or foreign;

Packaging

Verb. The operations involved in the preparation of material for; transportation, handling, storage and Delivery to the user;
Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

Packaging Design Authority (PDA)

shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;

Parties

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

Primary Packaging Quantity (PPQ)

means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);

Recycled Timber

means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure.

Recycled Timber covers:

- a. pre-consumer reclaimed wood and wood fibre and industrial by-products;
 - b. post-consumer reclaimed wood and wood fibre, and driftwood;
 - c. reclaimed timber abandoned or confiscated at least ten years previously;
- it excludes sawmill co-products;

Safety Data Sheet

has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);

Schedule of Requirements

means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;

Short-Rotation Coppice

means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/fags.html ;
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.

Annex A to Schedule 1 – Additional Definitions of Contract law. Conditions 45 - 47 (Additional Conditions)

Schedule 2 - Schedule of Requirements for Contract No: SC2/CCT725

For: Technical Support for DFTS, Global Connectivity and Integrated User Services Contracts

<u>Contractor Deliverables</u>		
Item Number	Specification – (All acceptance criteria for each deliverable (Schedule 9) must be received by the Project Manager to enable payment).	Delivery Date (last working day of each month)
		Price (£) Ex VAT Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	May 19
2	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Jun 19
3	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Jul 19
4	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Aug 19
5	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Sept 19
6	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Oct 19

7	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Nov 19	
8	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Dec 19	
9	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Jan 20	
10	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Feb 20	
11	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Mar 20	
12	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Apr 20	
13	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	May 20	
14	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Jun 20	
15	Acceptance Criteria of all deliverables across 18 tasks as detailed in the Deliverables Matrix (Schedule 9) including knowledge transfer, monthly reports and briefings.	Jul 20	
Total Price			£443,908.

Item Number	Consignee Address (XY code only)

Schedule 3 – Contract Data Sheet

<p>General Conditions</p>
<p>Condition 2 – Duration of Contract:</p> <p>The Contract start date shall be 1/05/2019 and the Contract expiry date shall be: 31/07/2020</p>
<p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause 4.d shall apply <i>(one must be chosen)</i></p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p>
<p>Condition 8 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: Thomas Blackall <i>(as per DEFFORM 111)</i></p> <p>Project Manager: Mark Brown <i>(as per DEFFORM 111)</i></p>
<p>Condition 19 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Corporate Contracting Team, Spur B2, Building 405, MoD Corsham, Westwells Road, Corsham, SN13 9NR <i>(as per DEFFORM 111)</i></p> <p>Contractor: Advalus Limited, 37 Great Pulteney Street, Bath, United Kingdom, BA2 4DA</p> <p>Notices can be sent by electronic mail? <input type="checkbox"/> <i>(tick as appropriate)</i></p>
<p>Condition 20.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>As Per Deliverables Matrix (Schedule 9)</p>
<p>Condition 20.b – Progress Reports:</p> <p>The Contractor is required to submit the following Reports:</p> <p>As Per Deliverables Matrix (Schedule 9)</p> <p>Reports shall be Delivered to the following address:</p> <p>Mark Brown or appropriate Project Manager</p>

Supply of Contractor Deliverables**Condition 21 – Quality Assurance:**

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

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

Other Quality Assurance Requirements:

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract.

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 – Quality Assurance Procedural Requirements – Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 – Quality Assurance Procedural Requirements – Contractor Working Parties.

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

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

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

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

Condition 25 – Timber and Wood-Derived Products:

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

to be Delivered by the following date: N/A

Condition 26 – Certificate of Conformity:

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

Applicable to Line Items:

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

Applicable to Line Items:

Condition 28.b – Delivery by the Contractor:

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

Knowledge transfer, reports and briefing detailed in the Deliverables Matrix (Schedule 9) which enable monthly payments (Schedule 2)

Special Delivery Instructions:

N/A

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

Condition 28.c - Collection by the Authority:

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

Special Delivery Instructions:

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

Consignor details (in accordance with 28.c.(4)):

Line Items: Address:

Line Items: Address:

Consignee details (in accordance with condition 23):

Line Items: Address:

Line Items: Address:

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be Business Days.

Condition 32 – Self-to-Self Delivery:

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

If required, Delivery address applicable:

Pricing and Payment**Condition 35 – Contract Price:**

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

Line Items Clause 46. N/A refers

Termination**Condition 42 – 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 30 Business Days

Other Addresses and Other Information (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3
Annex A

DEFFORM 111

(Edn 12/17)

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [REDACTED]

Address: Corporate Contracting Team, Spur B2, Building 405, MoD
Corsham, Westwells Road, Corsham, SN13 9NR

Email: [REDACTED]

8. Public Accounting Authority

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

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

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

Name: [REDACTED]

Address Spur F3, Building 405, MoD Corsham, Westwells Road,
Corsham, SN13 9NR

Email: [REDACTED]

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)

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

Tel No:

(b) U.I.N.

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 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>**6. INTENTIONALLY BLANK****12. Forms and Documentation are available through *:**Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arnott

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

Applications via fax or email: DES/LCSLS-OpsFormsandPubs@mod.uk**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.uwh.djif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

***NOTE**

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

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

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

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No:**1. Authority Changes**

Subject always to Condition 6 (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 6 (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. condition 13) for
Contract No:**

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

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

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

Contract No:

Contract Title:

Contractor:

Date of Contract:

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

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

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

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No:

Schedule 9 – Deliverables Matrix

Task No	Activity to be undertaken by Supplier	Key Deliverables and Required Delivery Date	Provision of GFX	Acceptance Criteria
	<p>Technical expertise is required via an acknowledged Subject Matter Expert (SME) to the GC & IUS Security Working Group (SWG) to support the preparation and review of the security and contract documentation submitted to the SWG.</p> <p>To technically validate the service provider and Authority inputs into the SWG for the introduction of new services, non-standard services and change proposals. These inputs encompass requests from within the MOD and Other Government Departments (OGDs) that cut across existing/new security and service boundary points.</p>	<p>The required outputs from the SME are:</p> <p>To provide the GC & IUS Security Assurance Coordinator (SAC) with comments for each document delivered to the Authority, based upon a thorough technical review;</p> <p>To provide documentation to reinforce areas of MoD policy or guidance for the benefit of the GC & IUS SAC prior to and after each SWG which takes place every month (estimated quantity of submission documents per monthly cycle is 10);</p> <p>To produce an accurate management update via a documented memorandum (monthly update) on the accreditation of GC & IUS services – the update confirms timelines for implementation and security accreditation are in alignment.</p> <p>Review and report on contractual changes implemented by technology and changing user requirements;</p> <p>Review and re-issue associated security management and concept of use documentation to meet service changes.</p> <p>Knowledge transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff) how service providers capability was assessed and assured.</p>	<p>Access to Sites</p> <p>Access to MoDNet & other associated systems across all tiers.</p> <p>Access to documentation</p>	<p>Within 10 days of receipt of documentation</p> <p>2 working days prior to SWGs</p> <p>Within 5 working days following SWGs</p> <p>Within 10 days of receipt of documentation</p> <p>Within 10 days of receipt of documentation</p>

	<p>This includes the SAC, Accreditor of respective services.</p>		
<p>Review and comment on service provider security accreditation documents.</p>	<p>To validate each of the GC & IUS Services Risk Management Accreditation Document Sets (RMADs), which consist of approximately 60 Security Accreditation Documents delivered during a single FY.</p> <p>This allows the DAIS Accreditor for GC & IUS Services and SAC to make informed decisions in relation to document acceptance and approval by MoD.</p> <p>All documents are to be reviewed within 10 working days of receipt and commented on with the production of a report "The GC & IUS Services Monthly Security Document Review " which considers, analyses and details the following review issues:</p> <p>Confirm the risk management process and technical presentation of the intended or existing security architecture is in line with HMG Guidelines and Policy. Ensuring that the treatment of risk is acceptable to the DAIS accreditor and GC & IUS Network Fixed Services SAC;</p> <p>Align the treatment of risk and the management of this risk against the Networks Fixed Risk Action Plan, reporting to the DAIS Accreditor and the SAC on any discrepancies by the end of each calendar month;</p> <p>Alignment of authority and external accreditors intent with system security architecture and management plans;</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Last working day of each calendar month</p>

		<p>Production of written reports supporting Use Cases, Concept of Operations and Concept of Use for discrete services used within the Above Secret domain.</p> <p>Knowledge transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff) how service providers capability was assessed and assured.</p> <p>Referencing specific material and sharing this information as required to support the outcome.</p> <p>This includes the SAC, Accreditor of respective services.</p>		
<p>Provide security and technical Subject Matter Expert attendance at all GC & IUS SWGs, work packages and Contract amendments meetings that include IA.</p>	<p>Attend monthly Service and Change Proposal meetings throughout the period as technical/security SME for SDA IA to track the explicit relationship between the contracted security definitions and the implementation of changes in conjunction with the existing technology being used and the and Impact level 3 Internet Protocol Impact Level 3 upgrades.</p> <p>To provide a formal report to the GC & IUS SAC on the service and change board programme control and progress. Specifically monitoring the framework relating to key accreditation data. This report is to include:</p> <p>A security adjusted view of the progress being made by the service providers and the MOD on performance;</p> <p>Timeline targets or any other contributing items such as interdependencies with external agencies</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>		<p>Monthly update report</p>

	<p>that could increase MOD liability;</p> <p>Support to associated work packages including but limited to:</p> <ul style="list-style-type: none"> • DFTS exit and transition; • AS GC & IUS transformation and implementation; • [REDACTED] sustainment, exit and transition; <p>Knowledge transfer</p> <p>Impart IA specific knowledge to non technical teams, this is to be completed through briefings and sharing of IA frameworks. This is to include processes undertaken which enabled the individual to arrive at the conclusion.</p> <p>Respective Networks Project Teams & SAC, Accreditor.</p>		
	<p>This assurance is reported through the CTAS working group minutes and action plans with a co-authored report produced for the GC & IUS SAC. The SME's input to the report covers:</p> <p>Scope of evaluation, including procedural elements of fixed services that are both required contractually and generate implied and/or explicit actions within the security process and procedures;</p> <p>Alignment of transformation technology and assurance activities with programme and financial decision points.</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff) how service providers capability was assessed and assured. This</p>	<p>Provide the interface between the nominated CESG Tailored Assurance Scheme (CTAS) team, service provider Security CTAS lead, and ISS Security. The CTAS evaluation of GC & IUS services is an ongoing annual task for the maintenance of accreditation. The CTAS process is also used to undertake additional assurance tasks to support changes to services and technology.</p>	<p>2 workings days after completion of CTAS Services meeting</p> <p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>

		<p>includes the SAC, Accreditor of respective services.</p> <p>Knowledge Transfer</p> <p>Undertaking detailed explanation of processes for successful CTAS outcomes, sharing of real example documentation and assisting specific teams in developing and undertaking successful CTAS through life.</p> <p>This is to include Networks Project Team, SAC and Accreditor.</p>		
<p>To produce supplementary reports and documents required by the SAC and DAIS Accreditors in line with the Defence Lines of Development. This documentation production is expected to consist of approximately 4 in a FY</p>		<p>Production of supporting documents such as Concept of Use (CONUSE) and Concept of Operation (CONOPS) as required.</p> <p>Knowledge Transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff). Sharing of baseline templates and specific requirements and considerations, how these were achieved how service DLODs was assessed for inclusion.</p> <p>Referencing specific material and sharing this information as required to support the outcome.</p> <p>This includes the SAC, Accreditor of respective services.</p>	<p>Access to Sites</p> <p>Access to ModNet</p> <p>Access to documentation</p>	<p>Delivery within 20 days of requirement being identified or to meet timelines identified.</p>
<p>To act as a member of the CESC Information Assurance Technical Panel (IATP) Working group and Performance Verification Testing (PVT) forum. To attend bi-monthly IATP PVT meetings, to act a member of the CESC IATP and PVT and to ensure production testing and evaluation reports on emerging technologies.</p>		<p>Attend the bi-monthly IATP PVT meetings where responsibilities include:</p> <p>Responsibility to produce Network scenarios and validation of performance testing through commercial partners in line with IATP contractual framework forum;</p>	<p>Access to Sites</p> <p>Access to ModNet</p> <p>Access to documentation</p>	<p>Report produced within 2 days of each IATP PVT meeting.</p>

		<p>Production of security framework documentation to the IATP and ISS lead. The results of the performance verification process will form an input into the tactical and strategic view of an AS and higher security networks capability plan that the SME will co-ordinate and make available to the relevant SACs</p> <p>Provision of a formal document update within 2 working days of each meeting to the relevant SAC and ISS lead on the PVT outputs and contractual process for the alignment of the take up of the service with ISS.</p> <p>Knowledge transfer</p> <p>Provide detailed reports to respective DAIS SAC and Accreditation teams, strategic intent, future capabilities and known IA specific issue that will need to be considered. These are to be presented appropriately through face to face de-briefings where appropriate.</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Weekly attendance and rolling report produced</p>
<p>Report in writing on IA implications to the SAC and ISS lead on all directed work packages and associated tasks provided by the ISS lead.</p>		<p>This task is aligned with task 4, with the report produced by the Networks SME covering the aspects of all work packages and contract amendments.</p> <p>Knowledge transfer</p> <p>The knowledge transfer elements are contained and described in this particular deliverable</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Six weekly updates reports linked into SWGs</p>
<p>IA Issue Reporting and Risk Balance Case (RBC) Production. Production of reports that highlight and align the post implementation security risks with the delivery of the required capability.</p>		<p>The reports are to include: Information to the Authority relating to the existing risks and issues that are still to be addressed and aligning these risks and issues with the</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Six weekly updates reports linked into SWGs</p>

		<p>requirements for external and internal assurance;</p> <p>Report in writing to the relevant SAC regarding the risk and issues to the fixed services because of these findings;</p> <p>Provide reports to the DAIS accreditor with recommended mitigations or to be proposed content for risk balance cases.</p> <p>Knowledge transfer</p> <p>The knowledge transfer elements are contained and prescribed in this particular deliverable.</p>	documentation	
<p>Provide input on the IA capabilities and requirements of the AS services to external agencies and OGDs when required to do so by the relevant SAC or ISS lead. OGD policy is currently issued monthly with approximately 5 changes in each issue.</p>	<p>Provide OGDs with written support to produce security documentation supported by IATP information and current MoD and OGD Policy. This is to include:</p> <p>Advising OGDs on the services risk management plans & implementation of the service transformation plans and their associated security risks;</p> <p>Attendance at meetings with OGDs where technical security issues are to be discussed. Informing the relevant SAC & ISS lead by written report, details of support required by the OGDs and proposed meetings.</p> <p>Provide input as the AS networks technical specialist to the Intelligence systems Enterprise Panel (ISEP).</p> <p>Knowledge transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff). Sharing of</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>		<p>Monthly update report consistent with then number of updates issued and advice provided.</p> <p>Report through sitreps AS network dependencies against programmatic and security Design specifics.</p>

	<p>IA Risks associated with service transformation and OGD Re-alignment. Identify IA risks and issues pertaining to the implementation of capability across all Defence Lines of Development (DLODs) ensuring that programmes and processes are aligned with technical delivery. This is to include the interaction with OGD through CESG IA Testing Panel ensuring that the interface between MOD and OGD is where possible providing economies of resource.</p>	<p>baseline templates and specific requirements and considerations and how these were achieved.</p> <p>Update the risk management plan, and joint management plan;</p> <p>Provide input into service transformation process through written memorandums and updates to risk and issues;</p> <p>Report progress and outstanding actions to the Networks SWGs</p> <p>Knowledge transfer</p> <p>The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Monthly update report linked to SWGs</p>
<p>To provide written technical assessment in the use and implementation of Fixed Telecommunication Services technology for Defence and Other Government Departments (OGDs) across all Security Domains. These assessment reports are to be set against service transformation, project Risk Reduction Exercises (RRE) and Contract amendment activity. These are to ensure the proposed users of fixed services are maximising benefit of use by the contracts, meet Government and Defence standards and drive exploitation of contract to the advantage of MOD, the submission of documents is approximately 10 per month.</p>	<p>Provide a marked-up breakdown of each artefact received from the supplier, based upon a thorough review and annotation of all delivered documentation to the ISS lead. These include but are not limited to Projects [REDACTED] sustainment, [REDACTED], SMI, Secure Mobile, C4ISR contract transition and transformation and the suppliers' Portfolio of Services.</p> <p>Provide further documentation based upon Cabinet Office and National Cyber Security Centre (NCSC)) guidance and policy to reinforce the use of technology in supporting Information Assurance for the benefit of the ISS lead in line with the timelines of the RRE, and/or contract amendment and as agreed with the relevant ISS lead.</p> <p>Produce an accurate management update via a documented memorandum (monthly update) on the technology used or to be used in supporting</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Within 10 days of receipt of the document</p> <p>Monthly</p> <p>Monthly</p>	

	<p>Information Assurance and technology interoperation & exploitation – the update is to align the implementation of the potential and existing capabilities with ongoing projects to indicate risks, issues and benefits that may be realised.</p> <p>Knowledge transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff & Networks Project Team). Sharing of baseline templates and specific requirements, key consideration relatable to specific MoD or technical policy were achieved. This should include the ability to challenge and request further information based on the reporting where the authority see fit.</p>		
<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Produce supplementary reports and documents required by the ISS lead in line with the 13 Defence Lines of Development (DLOD) that may impact on ongoing projects. This documentation production is expected to consist of up to 20 reports in a FY.</p> <p>The technical SME will document the technical & commercial coherence and alignment of the new and existing services (including impacts and interdependencies with lower order services where necessary), identifying realisable benefits and effects on delivery processes. The reports will align with the suppliers' Service provision across service and security domain boundary points. The SME must be able to provide an output that operates in conjunction with Networks Finance and Commercial.</p>	<p>Provide written briefings/reports in response to all technical queries/ economic issues arising about the delivery, test and acceptance of new and existing sensitive and AS Networks and Services. This is to ensure the services developed align with Defence and Government policy and doctrine, drive best value for Defence and Govt.</p>	
<p>Delivery date of required document agreed with GC/Networks Lead to meet time lines and within 2 weeks of the review cycle for the specific DLOD or project/services review point.</p>			

		<p>Knowledge transfer. The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>		
<p>Identify technical/business risks and issues associated with the implementation of suppliers' services across all DLODs with the aim of ensuring programme and transformation processes (such as training, logistics, safety) are aligned with technical delivery. This task includes interaction with OGD through CESA IA Testing Panel ensuring that the interface between MOD and OGD is, where possible, providing economies of resource.</p>	<p>Production of a monthly report to the SDA Asst Hd or as directed under the title of "The Technology Risk Report". This report is to identify (with mitigation) any risk or issues and is to consist of: Factors affecting the delivery of technology in support of the suppliers' exit, transition and transformation programmes, [REDACTED] and directed projects. Report on technological factors that will affect AS services from external OGD technical strategy, implementation and processes. Input from the CESA Information Assurance Test Panel (IATP) Working group and Performance Verification Testing forum.</p>	<p>Knowledge Transfer The knowledge transfer elements is contained and prescribed in this particular deliverable. Attend monthly Service and Change Proposal Boards throughout the period as technical/security SME in support of the ISS lead. Track and report on the explicit relationship between the contracted delivery definitions and the implementation of changes in conjunction with existing technology being used and the new additions for Secret/Top Secret services. This amounts to a cycle of 20 reports each month.</p>	<p>Access to Sites Access to MoDNet Access to documentation</p>	<p>Monthly update before 20th of each month.</p>
<p>Production of written reports to ISS lead in response to defined technical queries/business and service issues within AS domain inclusive of Cryptographic issues to ensure that changes made to the service do not expose MOD (or the AS services) to any additional financial, contractual, security or technological risk.</p>	<p>Knowledge Transfer The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Access to Sites Access to MoDNet Access to documentation</p>	<p>Monthly</p>	<p>Delivery date of required document agreed with GC/Networks Lead to meet timelines and</p>

	<p>within 2 weeks of the review cycle for the specific DLOD or Project/Services review point.</p>
<p>Provide a formal update memorandum to ISS Lead on the service and change board programme control and progress monitoring technology and cryptographic risks. Provide direct written response through the nominated ISS Lead.</p> <p>Provide written comments on all cryptographic proposals from the suppliers and other areas of the Authority, ensuring alignment with CESA and IATP strategic requirements.</p> <p>Knowledge Transfer</p> <p>The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>
<p>This monthly briefing will include:</p> <p>Time lines, residual risks, scope of evaluation, including procedural elements of the supplier's activities that are both required contractually and generate implied and/or explicit actions within the security process and procedures.</p> <p>Alignment of the technology and assurance activities with programme and financial decision points.</p> <p>Impact of proposed changes on network.</p> <p>Knowledge Transfer</p> <p>The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Access to Sites</p> <p>Access to MoDNet</p>
<p>Provide the technical SME for the ISS lead (and having regard to the live service implications) with memorandum reports to provide an effective linkage and update between the AS Security Working Group, Accreditor and Security Assurance Coordinator. Ensure the findings and process associated with the CESA Tailored Assurance Scheme (CTAS) evaluation of AS services is briefed orally and in writing on a minimum monthly basis to support an ongoing annual objective for the maintenance of accreditation.</p>	<p>Access to Sites</p> <p>Access to MoDNet</p>
<p>Provide a summary report on the active resilience, security and accreditation risks and related network connections for the AS</p>	<p>Quarterly as a minimum</p>

	<p>services, clearly identifying any resilience and capability issues.</p>	<p>“Accreditation and Resilience Status Report”. This report will assess the threats, risks and issues to the AS TSS to the Asst Hd or as directed. The Technical SME will provide written reports for inclusion in senior management briefing packs on AS services for both ISS activities and where these services have mutual impact with OGD services and capability requirements.</p> <p>Knowledge transfer</p> <p>The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Access to documentation</p>	
<p>To validate the service providers and Authority inputs into the GC SWG for non-standard services and change proposals. These inputs encompass request from within the MOD and Other Government Departments (OGDs) across existing/new services and service boundary points</p>	<p>Produce a technical briefing and written report to the GC SWG with the following inputs:</p> <p>A breakdown of each document based upon the review and annotation of delivered documentation to the Authority</p> <p>Provide documentation to support areas of policy or guidance for the SAC prior to each and after each SWG.</p> <p>To produce an accurate management update via a documented memorandum (monthly update) on the accreditation of GC and IUS services – the update confirms timelines for implementation and security accreditation are in alignment.</p> <p>Review and report on the contractual changes implemented by technology and changing user requirements.</p> <p>Review and re-issue associated security management and concept of use documentation to</p>	<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>2 Days before each SWG and 2 days after each SWG</p>	

	<p>meet services changes.</p> <p>Knowledge transfer</p> <p>Demonstration of process / frameworks to nominated individuals (DAIS Staff). Sharing of baseline templates and specific requirements, key consideration relatable to specific MoD or technical policy were achieved</p>	
<p>Access to Sites</p> <p>Access to MoDNet</p> <p>Access to documentation</p>	<p>Produce a technical briefing and written report to the ISS Des Innovation Leads with the following inputs:</p> <p>A breakdown of each document based upon the review and annotation of delivered documentation to the Authority</p> <p>Provide documentation to support areas of policy or guidance for the ISS Des Innovation Leads prior to each and after each SMWG.</p> <p>To produce an accurate management update via a documented memorandum (monthly update) on the accreditation of services – the update confirms timelines for implementation and security accreditation are in alignment.</p> <p>Knowledge transfer</p> <p>The knowledge transfer elements is contained and prescribed in this particular deliverable.</p>	<p>Provide the technical SME for the ISS Des Innovation Leads providing management and coordination of the Roke resources in support of the KERATOL project governance, technical support to KERATOL PM and RM and support to the FVEY community through the Secure Mobile Working Group.</p>
<p>Within 10 days of receipt of documentation</p> <p>2 working days prior to SWGs</p> <p>Within 5 working days following SWGs</p> <p>Within 10 days of receipt of documentation</p>		