

Order Schedule 17 (MOD Terms)

Order Ref:
Crown Copyright 2021

Order Schedule 17 (MOD Terms)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	shall include any of Her Majesty's Ships or Vessels and Service Stations;
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;

2 Access to MOD sites

2.1 The Client shall issue passes for those representatives of the Agency who are approved for admission to the MOD Site and a representative shall not be

RM6124 – Communications Marketplace DPS

Project Version:
v1.0

Order Schedule 17 (MOD Terms)

Order Ref:
Crown Copyright 2021

admitted unless in possession of such a pass. Passes shall remain the property of the Client and shall be surrendered on demand or on completion of the supply of the Goods or Services.

- 2.2 The Agency's representatives when employed within the boundaries of a MOD Site, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of staff at that MOD Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of such rules, regulations and requirements shall be provided, on request, by the Officer in charge.
- 2.3 The Agency shall be responsible for the living accommodation and maintenance of its representatives while they are employed at a MOD Site. Sleeping accommodation and messing facilities, if required, may be provided by the Client wherever possible, at the discretion of the Officer in charge, at a cost fixed in accordance with current Ministry of Defence regulations. At MOD Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Agency's staff for messing purposes shall be at the discretion of the Officer in charge who shall, wherever possible give his decision before the commencement of this Contract where so asked by the Agency. When sleeping accommodation and messing facilities are not available, a certificate to this effect may be required by the Client and shall be obtained by the Agency from the Officer in charge. Such certificate shall be presented to the Client with other evidence relating to the costs of this Contract.
- 2.4 Where the Agency's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Agency shall make such arrangements through the Technical Branch named for this purpose in the Client Contract Details. When such transport is not available within a reasonable time, or in circumstances where the Agency wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Agency shall make its own transport arrangements. The Client shall reimburse the Agency's reasonable costs for such transport of its representatives on presentation of evidence supporting the use of alternative

RM6124 – Communications Marketplace DPS

Project Version:
v1.0

Order Schedule 17 (MOD Terms)

Order Ref:
Crown Copyright 2021

transport and of the costs involved. Transport of the Agency's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge and, where so provided, shall be free of charge.

- 2.5 Out-patient medical treatment given to the Agency's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Agency's representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Agency at rates fixed in accordance with current Ministry of Defence regulations.
- 2.6 Accidents to the Agency's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc. Act 1974, shall be reported to the Officer in charge so that the Inspector of Factories may be informed.
- 2.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Agency's representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current Ministry of Defence rates.
- 2.8 The Agency shall, wherever possible, arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Client shall, upon request by the Agency and subject to any limitation required by the Agency, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made at the Site to which the Agency's representatives are attached. All such advances made by the Client shall be recovered from the Agency

RM6124 – Communications Marketplace DPS

Project Version:
v1.0

Order Schedule 17 (MOD Terms)

Order Ref:
Crown Copyright 2021

1. DEFCONS and DEFFORMS

1. The DEFCONS and DEFORMS listed in Annex 1 to this Schedule are incorporated into this Contract.
2. Where a DEFCON or DEFORM is updated or replaced the reference shall be taken as referring to the updated or replacement DEFCON or DEFORM from time to time.
3. In the event of a conflict between any DEFCONS and DEFFORMS listed in the Order Form and the other terms in an Order Contract, the DEFCONS and DEFFORMS shall prevail.

2. Authorisation by the Crown for use of third party intellectual property rights

1. Notwithstanding any other provisions of the Order Contract and for the avoidance of doubt, award of the Order Contract by the Client 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 Agency acknowledges that any such authorisation by the Client under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

RM6124 – Communications Marketplace DPS

Project Version:
v1.0

Order Schedule 17 (MOD Terms)

Order Ref:
Crown Copyright 2021

ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/guidance/knowledge-in-defence-kid>.

The following MOD DEFCONS and DEFFORMs form part of this contract:

DEFCONS

DEFCON No	Version	Description
76	06/21	Contractor's Personnel At Government Establishments
539	01/22	Transparency
703	06/21	Intellectual Property Rights – Vesting In The Authority

DEFFORMs

DEFCON No	Version	Description
539A	01/22	Tenderer's Sensitive Information

RM6124 – Communications Marketplace DPS

Project Version:
v1.0