



Army Innovation Commercial Team

Contract No: 709373452

For: The Procurement of Deployable Workshops Schedules

**Between the Secretary of State for Defence
of the United Kingdom of Great Britain and
Northern Ireland**

Team Name and address:

Army Commercial, Zone 0.A | Ground Floor |
Blenheim Building | Monxton Road | Andover
| Hampshire | SP11 8HJ

Redacted

And

Glaucus ApS

Contractor Name and address:

Sankt Annae Plads 9 kl., DK-1250 Copenhagen K

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SC2 Schedules

Contents

Schedule 1 - Definitions of Contract	3
Schedule 2 - Schedule of Requirements	11
SC2 - Schedule 3 - Contract Data Sheet	17
Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b).....	22
Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. condition 12)	26
Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract	26
Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract	26
Schedule 8 - Acceptance Procedure (i.a.w. condition 29)	27
SC2 – Schedule 9 – Publishable Performance Information.....	27
SC2 – Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions	27
DEFFORM 111	27

Schedule 1 - Definitions of Contract

Article	means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;
Articles	means (except in relation to Schedule 10) 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 7;
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: <ul style="list-style-type: none"> 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 (Formal Amendments to the 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 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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none">a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; orb. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; <p>and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of</p>

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	<p>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:</p> <ul style="list-style-type: none">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;f. International Air Transport Association (IATA) Dangerous Goods Regulations.
DBS Finance	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.kid.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 upon which both Parties have signed the Contract;
Evidence	means either: <ul style="list-style-type: none"> 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 materiel 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, or any exercise of Royal Prerogative;
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);
Mixture	means a mixture or solution composed of two or more substances;
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
MPAS Certificated 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	<p>Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
Packaging Design Authority (PDA)	<p>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;</p>
Parties	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
Plastic Packaging Components	<p>shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;</p>
PPT	<p>means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;</p>
PPT Legislation	<p>means the legislative provisions set out in Part 2 and Schedule 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;</p>
Primary Packaging Quantity (PPQ)	<p>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);</p>
Publishable Performance Information	<p>means any of the Information in Schedule 9 (KPI Data Report) as it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;</p>
Recycled Timber	<p>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:</p> <ul style="list-style-type: none"> 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; <p>it excludes sawmill co-products;</p>
Robust Contractor	<p>shall mean Robust items as described in Def Stan 81-041</p>

Deliverables	(Part 2)
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;
Sensitive Information	means the Information listed in the completed Schedule 5 (Contractor's Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;
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, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;
STANAG4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.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;
Substance	means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

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, except for (i) any Information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with DEFCON 501.

Annex to Schedule 1

Additional Definitions of Contract iaw. Conditions 45 - 47 (Additional Conditions)

Not applicable

Schedule 2 - Schedule of Requirements

Introduction

Purpose. This statement of requirement covers the Trial and Proof of Concept of a Forward Repair Facility-Deployable Workshop (FRF-DW), to meet the Army's requirement of a rapidly re-deployable, containerised capability that enables the Royal Electrical and Mechanical Engineers (REME) to carry out Level 2/3 repairs on the entire fleet of Defence vehicles, on operations, across most echelon areas in support of units that rely on Forward Repair Teams (FRT), and Light Aid Detachment (LAD) support as an interim capability to Forward Operating Bases being established. The asset is to be a rapidly deployable workshop with its own integrated shelter, power, crane, compressor, tools, and specialist welding equipment. This is a known capability gap within Field Army.

Background. Within the military, repairs levels are classified as follows:

L1. Servicing and day-to-day preparation include basing basic operations such as functional testing, Equipment Support (ES) materiel replenishment, servicing, minor modifications, fault diagnosis and corrective maintenance by replacement, adjustment or minor repair.

L2. ES planning and maintenance conducted at unit level, by replacement, adjustment, calibration, modification or minor repair using generally provisioned resources, such as ES materiel spares battle-boxes. This is the first level of ES delivered by REME

L3. ES planning and maintenance including such operations as formation ES planning, resupply of ES materiel, repair, partial reconditioning and modification requiring special skills or equipment; but which is short of a complete strip, reconditioning and reassembly. Generally, REME battalions deliver level 3 ES within the theatre of operations. REME workshops (Wksps) and LADs also conduct level 3 ES limited to specific equipment.

L4. Full overhaul, reconditioning, major conversions, or major repairs and calibration, usually outside the theatre of operations and conducted by Defence contractors.

Typical Use Case. The FRF-DW will be strategically deployed to the theatre of operation, transported to theatre on board EPLS/PLS under the command of the deploying Equipment Support unit. It will be manoeuvred and ground dumped by the Operator, if required. It will operate under the command of the LAD, Wksp or REME Battalion. The FRF-DW must be Rapidly re-deployable, self-contained and capable of delivering a stand-alone ES function. It must also provide protection from the external environment to conduct engineering activities across all REME trade groups during periods of inclement weather.

Requirement. The FRF-DW is to provide a deployable, self-contained and standalone capability that can be positioned and operated by a maximum of 2

personnel but has the flexibility to become a “repair hub” when established. The FRF-DW should provide a maintenance and repair capability, supporting operations and training across the spectrum of mechanical L2/L3 and expedient repair, without degradation of performance. All “essential” capabilities MUST be met, and “desirable” capabilities are preferred.

Capability Matrix		
Capability	Essential	Desirable
Size (Collapsed)	Not to exceed ISO 1CC (H:2591mm, W:2438mm, L:6058mm) dimensions.	ISO 1C (H:2438mm, W:2438mm, L:6058mm)
Weight	The System shall not exceed 15,000kg Gross weight. There must be sufficient redundancy to allow operators to add specialist tools, test equipment and consumables required to conduct engineering tasks.	Not to exceed 13,000kg Gross weight
Transportability	The System must be transportable by in service equipment (EPLS and PLS). Equipment must be compatible with other NATO countries to satisfy the trial. CSC Certified	Transportable by in service equipment (EPLS, PLS, 15T MAN SV, and can be moved with overhead lift and MHE)
Deployability	Can be set up in 15min. Can be collapsed in 15min. Requires no more than 2 personnel to establish/collapse.	Can be set up in 10min. Can be collapsed in 10min.
Fuel	The System shall be able to maintain full performance using F-54 (diesel). Sufficient fuel to operate for 6 hours constant use.	The System shall have the capability of continuous operations on gasoil type fuel such as F-54 and kerosene type aviation fuels such as F- 34 without significant adverse effects on equipment performances, maintenance costs or engine life Sufficient fuel to operate for 8 hours constant use.

Lift Capability	The System must be able to conduct independent lifting activities. 6500kg @3m radius, hook height of 4m through no less than 90 degrees. (Must be able to conduct power-pack changes on all Challenger, Ajax and MIV variants).	6500kg @4m radius, hook height of 5m through no less than 180 degrees. (Capable of loading CV12 (6a,8a & 9a) Power Pack for transport).
Welding Equipment	The System must (Fitted with) provide the ability to weld ferrous & non-ferrous metals.	Provides: MIG, MAG, MMA, TIG, & Oxy-Acetylene welding at a distance of 20m from the FRS-DW
Electrical Power	The System must be able to operate independently and therefore needs to generate its own power where mains power is unavailable. The AC power generation source shall produce power at 400V AC 50Hz three-phase and/or 230V AC 50Hz single-phase and/or 110V AC 50Hz single phase for local distribution in accordance with BS EN 60038:2011 - "CENELEC Standard Voltages", BS ISO 8528-5:2018 and Def Stan 61-5 - "Low Voltage Electrical Power Supply Systems"	24v lighting during silent running in tactical situations. Design and installation shall be in accordance with the IEE Requirements for Electrical Installations: IET Wiring Regulations Latest Edition of BS 7671.
Compressor	The [System] shall supply compressed air. Ability to run high pressure air tools for 6 mins. 100 ltr storage at 10 bar with integrated (hose) reel and (air distribution) line. Ability to sustain 900 ltr/min (lasts 6 mins)	Same as essential
Heating & cutting	The User should be able to apply heat with and without flame to assist the removal of seized components.	Support the use of exothermic and plasma cutting equipment when required.

	The user must be able to cut metal using Oxy-Acetylene.	
Working Area & Shelter	<p>The System shall provide a secure working area and shelter for the operators.</p> <p>Provide a (1m²) work surface.</p> <p>Provide sufficient shelter for 2 Operators to conduct engineering tasks.</p>	<p>Comes complete with bench mounted equipment. Vice & Bench Grinder.</p> <p>Provide a (2m²) work surface.</p> <p>Provide sufficient shelter for 3 Operators to conduct engineering tasks.</p>
Tool Storage	The System must provide the ability to store specialist tools and test equipment and hand tools to conduct level 2/3 repairs. (1.5 m ³ minimum)	Includes a drawer system providing 2 m ³ storage and secure space for the following toolboxes, Vehicle Mechanic, Armourer, Metalsmith and Artificer.
Lighting	The User shall have a 24hr operating capability. Achieving mandatory levels of lighting to support the function required both internally and externally.	Can be isolated with Blackout/red light function and operated by auxiliary battery when the generator is offline.
Technical Publications	<p>The User shall be supported with Technical Information through-life.</p> <p>Operator, Maintenance and Parts List publications are to be provided electronically and in hard copy.</p>	Also provides Repair Instructions, Diagnosis & Inspection Standards.
Support	<p>The User requires reach back support to ensure that appropriate Diagnose and Repair activity can be conducted at reach.</p> <p>For all capability furnished equipment.</p>	<p>Including access to technical information, beyond that routinely included in the Repair Instructions, Diagnosis & Inspection Standards</p> <p>Advice to deliver Lvl3 maintenance, available during normal UK office hours</p>
Safety	The User requires a capability that is safe and is suitable for service use and legislatively compliant.	Same as essential

	The System must fulfil all of the relevant requirements of the HSE act 1974, the Supply of Machinery (Safety) Regulations 2008 and/or the requirements of the Machinery Directive 2006/42/EC until 31 Dec 2024	
Training	The supplier must provide Operator & Maintainer training with System(s) delivery.	Courses not to exceed 5 days.

Objectives. Test an FRF-DW COTS solution, to provide proof of concept through demonstration, to inform future procurement (Subject to a separate competition and contract). The FRF-DW system must offer the following capability for assessment during the trial:

- **Generator:** Providing power to all subsystems concurrently and to external systems that directly support L2/3 Equipment Support activity.
- **Crane/stabilization:** Will be tested to ensure that it can move and replace major components from in service tracked and wheeled vehicles, including power packs of in-service equipment as well as future equipment. The stabilizing capability of the jacks will be tested on various types of ground.
- **Air Compressor:** The air compressor will be tested to ensure it can operate on-board pneumatic tools, facilitate the inflation of tyres, and enable compressed air cleaning and investigate the support of Plasma cutting equipment.
- **Welding Equipment:** Gas, MIG, MAG MMA and TIG welding capabilities will be assessed against L2/3 Repair and Welding activities.
- **Induction Heater/Oxy Acetylene:** The capability will be assessed for its suitability for military equipment support applications on a variety of in-service equipment.
- **Tool Storage:** The capacity to carry tools, specialist test equipment and stores will be assessed to confirm suitability in supporting ES activity.
- **Shelter/Workspace:** The FRF-DW is to provide adequate shelter from the elements for 2-person team as a minimum and suitable investigation conducted to establish the utility across all REME trade group L2/2 repair activities.

Requirements.

2 x FRF/DW manufactured and delivered.

Essential technical documentation to be provided should include:

- Operator's manual,
- Maintenance manual
- Parts list.

Support provision for duration of contract, to include.

- Provision of a critical spares pack for routine user maintenance.
- Provision of technical support.

Physical delivery date no later than June 2024.

Operator training to be delivered to 12 Train the Trainer (T3) qualified personnel.

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Deliverables. The following deliverables will be received:

1. 2 x FRF/DW complete including all equipment to provide the capabilities in the capability matrix.
2. Electronic copies of technical documentation (plus 2 x sets in hardcopy) to be sent to SRO.
3. Operator training course to be delivered prior to or within 2 weeks of delivery.

Government Furnished Supplies. The supplier will receive delivery addresses for where the assets are to be sent and access to military facilities (hardstanding & indoor training space) will be provided to enable training upon delivery. This is subject to supplier's insurances.

Payment. Payment will be made on acceptance and delivery of the goods. This will be on completion of the contract or completion of each milestone i.e. delivery of goods, delivery of training etc...

Contract management arrangements.

The Supplier shall provide nominated Contract Manager throughout the life of the contract.

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Contract management meetings and reports will be requested on an ad hoc basis. This is at the determination of the contract managers. The supplier should be willing to attend/provide anything relating to contract management, and will be given at least 2 weeks notice for any meetings required. The supplier is expected to cover their own T&S.

Any meeting will be hybrid (Virtual and face to face) to minimise travel cost. Reports can be delivered via email unless otherwise stated.

SC2 - Schedule 3 - Contract Data Sheet

General Conditions
Condition 2 – Duration of Contract: <p>The Contract expiry date shall be: 31st March 2025</p>
Condition 4 – Governing Law: <p>Contract to be governed and construed in accordance with: (delete as appropriate)</p> <p>English</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>Solicitors Appointed: N/A</p>
Condition 7 – Authority’s Representatives: <p>The Authority’s Representatives for the Contract are as follows:</p> <p>REDACTED</p>
Condition 18 – Notices: <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Commercial, Zone 0.A Ground Floor Blenheim Building Monxton Road Andover Hampshire SP11 8HJ (as per Annex A to Schedule 3 (DEFFORM 111))</p> <p>Contractor: Glaucus ApS</p> <p>Notices can be sent by electronic mail? (delete as appropriate)</p> <p>Yes</p>
Condition 19.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Progress Meetings Details: as stated within the statement of requirement, contract meetings will be held on an ad hoc basis and will be hybrid in nature. Both parties should be given at least 2 weeks notice for any meeting required unless urgent/critical.

Condition 19.b – Progress Reports:

The Contractor is required to submit the following Reports:

No progress reports have been determined for this requirement, however, if the need arises the supplier will be given at-least 30 days' notice. All reports can be delivered through email.

<p>Supply of Contractor Deliverables</p> <p>Condition 20 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Requirements:</p> <ul style="list-style-type: none"> • CoC shall be provided in accordance with DEFCON 627 • Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4- Quality Assurance Procedural Requirements- Contractor Working Parties. • Processes and controls for the avoidance of counterfeit material shall be established and applied in accordance with Def Stan 05-135 Issue 2- Avoidance of Counterfeit Materiel.
<p>Condition 21 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p>
<p>Condition 24 - Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables:</p> <p>A completed Schedule 6 (Hazardous and Non-Hazardous Substances, Mixture or Articles Statement), and if applicable, UK REACH compliant 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) Defence Safety Authority – DESTECH-QSEPEnv-HSISMulti@mod.gov.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>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)</p> <p>to be Delivered by the following date: within 2 weeks of contract commencement</p>
<p>Condition 26 – Certificate of Conformity:</p>

Is a Certificate of Conformity required for this Contract?

Yes

Applicable to all Line Items.

If required, does the Contractor Deliverables require traceability throughout the supply chain?

Yes

Applicable to Line Items: All line items

Condition 28.b – Delivery by the Contractor:

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

All items within the SOR are to be delivered.

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:

There is to be no collection by the authority. All requested items within the SOR are to be delivered

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 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required?

No

If required, Delivery address applicable:

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

All Schedule 2 line items shall be FIRM Price

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 20 Business Days

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)

Contract Change Control Procedure (i.a.w. clause 6.d) for Contract No: 709373452

Authority Changes

1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 2) Changes in accordance with this Schedule 4.
2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

Notice of Change

3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.
4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).
5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):
 - a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or
 - b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or
 - c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;

and:

- d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c providing written evidence for the Contractor's reasoning on the matter; and
- e. further to such notification:
 - (1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 5.d) it is determined in accordance with Condition 40 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c; and

(2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 5.a, 5.b and/or 5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c); or
- ii) the date of such determination.

6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

Contractor Change Proposal

7. As soon as practicable, and in any event within:

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c in accordance with Clause 5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination,

the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 5.a, 5.b and/or 5.c.

8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:

- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
 - b. a detailed breakdown of any costs which result from the Change(s);
 - c. the programme for implementing the Change(s);
 - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
 - e. such other information as the Authority may reasonably require.
9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

Contractor Change Proposal – Process and Implementation

10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
- a. evaluate the Contractor Change Proposal; and
 - b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) 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 shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.
11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
- a. either indicate its acceptance of the Change Proposal by issuing a DEFFORM10B in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly sign and return to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
 - b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).
12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.
13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11a. and then subject only to the terms of the Contractor Change proposal so accepted.

Contractor Changes

14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed

in accordance with and otherwise be subject to the provisions of Clauses 8 to 13 (inclusive).

Schedule 5 - Contractor's Commercial Sensitive Information Form
(i.a.w. condition 12)

REDACTED

Schedule 6 - Hazardous Contractor Deliverables, Materials or
Substances Supplied under the Contract

REDACTED

Schedule 7 - Timber and Wood- Derived Products Supplied under the
Contract

**Timber and Wood- Derived Products Supplied under the Contract Data Requirements
for Contract No: 709373452**

The following information is provided in respect of condition 25 (Timber and Wood-Derived
Products):

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber	Total volume of timber Delivered to the Authority under the Contract
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	evidence		Procurement Policy	
wooden bench	0,01248m3	n.a.	n.a.	0,01248m3
wooden bench	0,01248m3	n.a.	n.a.	0,01248m3
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]
[]	[]	[]	[]	[]

Schedule 8 - Acceptance Procedure (i.a.w. condition 29)

Acceptance Procedure (i.a.w. Condition 29) for Contract No: 709373452

As per the SOR

SC2 – Schedule 9 – Publishable Performance Information

Schedule 9 - Publishable Performance Information - Key Performance Indicator Data Report (i.a.w. Condition 12) for Contract No: 709373452

No KPIs are part of this contract

SC2 – Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions

Schedule 10 – Notification of Intellectual Property Rights (IPR) Restrictions for Contract No. 709373452

REDACTED

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

REDACTED