

# DEFFORMS for the Royal Air Force Centre of Aviation Medicine (RAF CAM) Relocation Project - Parts 1 & 2.

**DEFFORM 10B**  
(Edn 06/22)



Ministry  
of Defence

Name  
Post Title

Postal address line 1  
Postal address line 2  
Postal address line 3  
Tel:  
Email:

To Address Line 1  
To Address Line 2  
Postcode

Your Reference:

Our Reference:

For the attention of:

Date:

Dear [insert name],

**Contract [insert] for the [Supply / Provision] of [insert] from [insert name of supplier] ("Original Contract")**

## Background

1. With reference to and in accordance with the abovenamed Original Contract, [the Authority wishes to / has agreed to] amend the Original Contract in order to] [SET OUT THE REASON FOR REQUESTED AMENDMENT] [insert amendment no]. The amendment will [insert description summary of changes].

2. Unless otherwise defined in this letter, terms defined in the Original Contract shall have the same meaning when used in this letter.

## Amendments to Original Contract

3. The Original Contract shall be amended as follows:

a. [insert amendment/s. Alternatively, if the amendments are complex/lengthy then refer out to an annex to be attached.]

4. The total value of this contract amendment is [insert value] ex VAT.

5. The current overall contract value for the Original Contract will be amended to [insert value] ex VAT.

## Effective Date

6. The Original Contract shall be amended on the terms set out in paragraph 3 above with effect on and from the date on which this contract amendment letter is countersigned by you (the Effective Date).

## Continuity

7. All other terms and conditions of the Original Contract remain unchanged and the Original Contract shall, save as amended by this contract amendment letter, continue in full force and effect.
8. With effect on and from the Effective Date, the Original Contract and this letter shall be read and construed as one document.
9. Save for the amendments set out in paragraph 3 above, nothing in this letter shall be deemed to be an amendment to the terms of the Original Contract or a waiver or consent by the Authority to any breach or potential breach (present or future) of any provision of the Original Contract or any waiver of any default which arises on or after the date of this letter. Nothing in this letter shall prejudice the Authority's rights under the Original Contract.

## Governing Law and Jurisdiction

10. This contract amendment letter shall be considered a contract made in [England/Scotland] and subject to [English/Scots] Law.
11. Subject to [DEFCON 530/DEFCON 530A/SC1A Condition 15/SC1B Condition 15/SC2 Condition 39/ISC Condition 15] and without prejudice to the dispute resolution process set out in that Condition, each party hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to this contract amendment letter or breach thereof.
12. Other jurisdictions may apply solely for the purpose of giving effect to this Condition and for the enforcement of any judgment, order or award given under [English/Scottish] jurisdiction<sup>1</sup>.
13. Please sign and return the enclosed copy of this contract amendment letter within ten (10) Business Days of the date of this letter to confirm your acceptance of and agreement to the amendments to the terms and conditions of the Original Contract.

Yours sincerely

Signature	
-----------	--

<sup>1</sup> This DEFFORM is suitable for contracts whose governing law conditions reflect those of DEFCON 529 or DEFCON 529A (including the standardised contracting templates).

**For and on behalf of the Secretary of State for Defence**

Name and Title	
Date	

**We acknowledge and confirm our agreement to the terms of this letter of which this is a copy.**

**For and on behalf of the Company Name [insert company name in full]:**

Name, Title and Company Position	
Signature	
Date	

## **Hazardous Articles, Deliverables, Materials or Substances Statement by the Contractor**

Contract Number:

Contract Title:

Contractor:

Date of Contract:

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

\* To the best of our knowledge the hazards associated with Articles, Deliverables, materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with either:

DEFCON 68 ☐ ; or

Condition 9 of Standardised Contract 1A/B Conditions ☐;

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (☒) as appropriate

---

### **To be completed by the Authority**

DMC:

NATO Stock Number:

Contact Name:

Contact Address:

Contact Phone Number:

Contact Email Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Department of Safety & Environment, Quality and Technology (D S & EQT)  
Spruce 2C, #1260  
MOD Abbey Wood (South)  
Bristol, BS34 8JH

Email: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk

Equipment Contract No:

DEFFORM 82 Serial No:

Date:

List: **A**

**Ministry of Defence**  
**ADVANCE SPARES FOR NEW EQUIPMENT**  
**CONTRACTOR'S RECOMMENDATION**

Equipment:

Assembly:

Contractor:  DEFFORM 82A  
 (Edn 10/09)

Page No

Amendment Record	A/L	Date	A/L	Date	A/L	Date	A/L	Date	A/L	Date

PM/Prod. Br. Title:

No of Equipments:  Period:

(i) Serial No	(ii) Actual Manufacturer's Name & Address	(iii) Part No. a. Actual Manufacturer's b. Equipment Manufacturer's	(iv) Description **	(v) D of Q	(vi) No Off Per Assy	(vii) Contractor's Recomm'd Quantity *	(viii) Estimated Price		(ix) Deployment				
							Per	Total	1	2	3	4	5
							D of Q						
<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\* When the Contractor's Recommended Quantity for any item is less than the Minimum Economical Production or Order Quantity for that item, the latter Quantity must be shown additionally in Column (vii) prefixed MEOQ (e.g. "25 MEOQ 50")

\*\* The Contractor shall quote the NATO Stock No. of the item (if known) in this Column.

*Continued overleaf*

DEFFORM 82A  
 (Edn 7/09)  
 Continuation sheet

(i) Serial No	(ii) Actual Manufacturer's Name & Address	(iii) Part No. a. Actual Manufacturer's b. Equipment Manufacturer's	(iv) Description **	(v) D of Q	(vi) No Off Per Assy	(vii) Contractor's Recomm'd Quantity *	(viii) Estimated Price		(ix) Deployment				
							Per	Total	1	2	3	4	5
							D of Q						
<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	a. <input type="text"/> b. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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\* When the Contractor's Recommended quantity for any item is less than the Minimum Economical Production or Order Quantity for that item, the latter Quantity must be shown additionally in Column (vii) prefixed MEOQ (e.g. "25 MEOQ 50")

\*\* The Contractor shall quote the NATO Stock No. of the item (if known) in this Column.

DEFCON 82A List Ref:   
(if applicable)

DEFCON 82 Serial No:   
(if applicable)

Equipment:

Assembly:

Ministry of Defence

LIST OF SPARES REQUIRED DUE TO  
MODIFICATION

Contractor:

Contract No:

Page No       DEFFORM 82B  
   (Edn 10/09)

List: 

D

Modification No:

Modification Title:

(A)					(B)									(C)						
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)				(xi)	(xii)	(xiii)	(xiv)				
Serial No	Manufacturer's Part No or MOD Stock Reference	Description and Procurement Reference	Actual Manufacturer's Name & Address	# New or Sup-er-se-d	CTT Item No	DEF CON 82A Item No	IPC Item No	Can Item be Mod-ified  Y/N	Quantity				No Per Eqpt	Inter-change-able  Y/N	Contractor's Recommended Quantity	Deployment				
									On Order	Deliv-ered	In Manuf-acture	To Cancel				Quantity to be Supplied	1	2	3	4
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
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<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>	<div></div>	N	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	Y	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

NOTE: Contractor is to use lines 1, 3, 5 and 7 only, leaving lines 2, 4, 6, and 8 for MOD use.

**Ministry of Defence**  
**Confidentiality Agreement**

THIS AGREEMENT is made the ..... day of ..... 20 .

BETWEEN

[hereinafter called "the Holder"] of the one part, AND

[hereinafter called "the Recipient"] of the other part.

WHEREAS:

- A. The Holder owns certain valuable property and equitable rights in information identified or referenced in Appendix 1 to this Agreement (hereinafter referred to as "the Information");
- B. The Holder has agreed, by contract or otherwise with the Secretary of State for Defence (hereinafter called "the Authority") that Information may be disclosed to the Recipient for the purpose as identified in Appendix 1 to this Agreement (hereinafter referred to as "the Purpose"). The Authority has agreed that such disclosures will only be made to parties who have signed an appropriate confidentiality agreement with the Holder;
- C. The Recipient is willing to receive and hold the Information subject to the terms of this Agreement;

NOW the parties to this Agreement agree that in consideration of the disclosure of Information by the Holder or the Authority to the Recipient:

- 1. The Recipient shall, subject to the following provisions of this Agreement, hold the Information under conditions of strict confidence and shall not use, copy, or disclose the Information other than to the Authority, in whole or in part in any manner or form for other than for the Purpose.
- 2. The Recipient may disclose the Information under an obligation of confidence only to those of its officers and employees as need to know the Information for the Purpose. If the Recipient needs to disclose the Information to potential sub-contractors the Recipient shall first inform the Authority and the Holder for approval, obtain from the potential sub-contractor an agreement on behalf of the Holder in the same form as this Agreement, and forward it promptly to the Holder.
- 3. The restrictions and obligations in paragraphs 1 and 2 shall not apply to any of the Information which the Recipient can show:
  - a. is already known to the Recipient (without restrictions on disclosure or use) prior to its disclosure to the Recipient directly or indirectly from the Authority or the Holder; or
  - b. is received by the Recipient without any obligation of confidence from a third party having a right to disclose it; or
  - c. has been generated independently by the Recipient; or
  - d. is in or enters the public domain otherwise than by breach of this or another undertaking;provided the relationship to the remainder of the Information is not revealed.
- 4. The Recipient shall not be in breach of this Agreement where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Recipient shall ensure that any new recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the parties under this Condition.
- 5. Any disclosure by the Recipient, as required by an act of law, shall be to the minimum extent necessary and shall not constitute a breach of this Agreement.
- 6. On completion or termination of the Purpose or on written instruction from the Authority to the

Recipient, the Recipient shall at the discretion of the Authority either, promptly return the Information, and any copies of it, to the Authority, or destroy the Information taking all reasonable steps to permanently expunge all electronic copies of the Information, and this Agreement shall terminate except for the restrictions and obligations in paragraphs 1 and 2.

7. In the event that the Recipient is awarded the contract pursuant to its response to an ITT as part of the Purpose, the Recipient agrees that the terms of this Agreement shall apply to the Information disclosed (and any amended or extended versions of it) to the Recipient under the contract supplemented only by those requirements in the contract which relate to the use of the Information by the Recipient for the duration of the contract. On completion or termination of the contract the Recipient shall promptly return or destroy the Information in accordance with paragraph 6 above.
8. The provisions of this Agreement shall be in addition to and not in substitution for any obligation of confidence, whether arising under contract or otherwise, between the Recipient and the Authority in respect of the Information.
9. This Agreement does not include, constitute or imply any transfer, assignment or licence or rights in any information, whether or not identified in Appendix 1, owned by the Holder, other than that specified in paragraph 1.
10. The Recipient hereby acknowledges that the Information is disclosed to the Recipient by or on behalf of the Authority on the basis that the Holder shall have no liability whatsoever to the Recipient arising from any use of the Information by the Recipient and the Recipient will bring no claim against the Holder in relation to the Information or any use of it.
11. The Recipient shall notify both the Authority and the Holder if it becomes aware of, or reasonably suspects, any loss or actual compromise of any of the Information.
12. This Agreement is personal to the Holder and the Recipient and shall not be assigned by either one of them without the prior written consent of the other which shall not be unreasonably withheld; provided that in all cases of assignment the assignee effectively undertakes to perform all the obligations of the assignor as though the assignee had been an original party to this Agreement.
13. This Agreement (including Appendix 1) sets out the entire agreement between the Holder and the Recipient in connection with the subject matter of this Agreement. However, nothing in this Agreement shall affect the rights or obligations of either party in relation to the Authority in respect of the Information.
14. Neither this Agreement nor any of its provisions shall be amended or waived unless agreed to in writing by duly authorised representatives of the Holder and the Recipient. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
15. This Agreement is made subject to English [Scottish] law and to the exclusive jurisdiction of the English [Scottish] courts, and shall be effective as from the date of signature by the Recipient, and despatch to the Holder.

Signed on behalf of  
the Recipient by:

Signed on behalf of  
the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:



*[This Appendix is to be completed and signed before signature of the Agreement. If new material is to be transferred under an existing agreement, a new Appendix must be drawn up, to include the original Information together with the new Information and re-signed under an incremented Appendix number, for example Appendix 2 to DEFFORM 94.]*

**1. THE PURPOSE**

*[Delete as Applicable]*

- a. To allow the Recipient to respond to an Invitation to Tender (including performance of a subsequent contract) No [ ].
- b. To allow the Recipient to provide the Authority with an assessment of Invitation to Tender No [ ].
- c. To allow the Recipient to provide the Authority with a service and/or contract for the following purpose [ ].

**2. INFORMATION TO BE PROTECTED UNDER THIS AGREEMENT**

*[Insert a narrative covering the entirety of the Information to be disclosed]*

Signature below hereby invokes agreement to the terms of DEFFORM 94 in respect of the Information described herein.

Signed on behalf of  
the Recipient by:

Signed on behalf of  
the Holder by:

In the capacity of:

In the capacity of:

Date:

Date:

[illegible]

Procurement Reference Code (the first character printed in Column ( b ) against each item and codes for columns( c ), ( d ) and Consignee Codes ( e ) are noted in DEFFORM 96.

**Appendix - Addresses and Other Information**

**1. Commercial Officer**

Name:

Address:

Email:



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

Name:

Address

Email:



**3. Packaging Design Authority**

Organisation & point of contact:

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



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

Branch/Name:



**(b) U.I.N.**

**5. Drawings/Specifications are available from**

**6. Intentionally Blank**

**7. Quality Assurance Representative:**

**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

**9. Consignment Instructions**

The items are to be consigned as follows:

**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 8JH

Air 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

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

**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>

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

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

**Applications via fax or email:**

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

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

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**1. Many DEFCONs and DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.kid.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.**

[illegible]

1. <b>To:</b>		2. <b>From:</b>  Tel: Fax: Email: Website:	
3. <b>Purpose:</b> (Reason for Form)			
4.(a) <b>NATO Stock Number:</b> (13 digits)		4.(b) <b>Item Name:</b>	
		6. <b>Date Form Raised:</b>	
5. <b>Issuer of Form:</b> (name, Printed and Signature)			
6. <b>Give all available relevant details of the Packaging in question:</b> (Including Packaging Level / Code etc.)			

**7. Nature and description of Feedback or problem**  
(attach a photograph or dimensional sketch whenever possible)

**8. Response from Form Recipient:**

**9. Signature of Responder:** (name, printed and signature, and post details)




Note 1: This form is primarily a Feedback Report for contracts using DEFCON 129. It should be sent to the Contract Sponsor (PT / IM / PDA see DEFFORM 111) who should pass details on to [DESLSOC-SpSvcS-SptEng-Pkg1@mod.gov.uk](mailto:DESLSOC-SpSvcS-SptEng-Pkg1@mod.gov.uk)

Note 2: The purpose of this form is to enable contractors anywhere in the Supply Chain to provide non-defect related feedback or queries on any Packaging related topic to the origin of the supply chain. It may also be used by MOD units to highlight concerns, suggestions and



## Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

<b>DEFFORM 129J</b>		<b>Edn 09/17</b>
<b>From:</b> 777 ANGEL ROAD St PAULS EDENVILLE HE6 40N		<b>Unique Identifier:</b>  823456-8234/823458234/82349245
<b>Via:</b>	<b>To:</b>	
<b>Demand / Task Reference:</b>  *BC278787*		
<b>Description:</b>		
<b>RDD:</b>	<b>SPC:</b>	<b>UN Haz Code:</b>
<b>Date Shipped:</b>	<b>Batch Number:</b>	<b>Piece Number:</b>
<b>Weight:</b>	<b>Dimensions:</b>	
<b>NSN:</b>  *5120996260953*		
<b>IMC/DMC:</b>	<b>D of Q:</b>	<b>Qty in Package:</b> <b>Total this Delivery:</b>

NB Four fields have been completed for illustration purposes only.

## ANNEX A TO DEFFORM 129J

### Shipping Form Attributes

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
A	<b>From</b>	Details of the supplier providing the Goods or Service.		256	alphanumeric		Goods & Services
B	<b>Unique Identifier</b> (UOI, URRI or EUPI)	<b>Unique Order Identifier (UOI)</b> Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non inventory Purchase Orders		30		<p>The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character '/'</p> <p>If the PO Number is for a <b>Blanket Purchase Agreement (BPA)</b> then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'.</p> <p>Example of a UOI for a BPA: 123456-1234/12345/1234</p> <p>If the PO Number is for a <b>Standard PO</b> and <b>Contract Purchase Agreement (CPA)</b> then the format of the Number is: Numeric</p>	Goods & Services
		<b>Unique Receipt Reference Identifier (URRI)</b> Produced by CP&F for Inventory Orders	An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number.	6	This attribute is provided in both Bar Code 39 and human readable text format.	<p>5 or 6 alphanumeric in the following formats:</p> <p>For deliveries to Sea: Sxxxxx e.g. S1234AA</p> <p>For deliveries to Land: Lxxxxx e.g. L1234BA</p> <p>For deliveries to Air: xxxxxA e.g. 12345A</p>	

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		<b>Electronic Business Capability Unique Package Identifier (EUPI)</b>	An alphanumeric sequence generated by the supplier.	12	alphanumeric		Goods
C	<b>Via</b>	Intermediate Address responsible for forwarding the package to the final destination.  The address to which the supplier should send the delivery if filled in.		256	alphanumeric		Goods and Services
D	<b>To</b>	The <b>Final Address</b> to which the package shall be delivered or, in the case of a service, the address of the receipting authority.  Unit name Delivery Address 1 Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5 Delivery Address Post Code Country		256	alphanumeric		Goods and Services
E	<b>Demand / Task Reference</b>	Orders from CP&F (Where the Unique Identifier is either the UOI or URRI)	<b>Contract Number</b> identifying the MoD contract placed on a supplier responsible for the supply of specific goods  <i>And if an inventory order</i>	12	alphanumeric		Goods and Services
		Inventory Orders from CP&F (where the Unique Identifier is the URRI)	<b>Order Number</b> identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract.  This attribute is provided in both Bar Code 39 and human readable test format.	20	alphanumeric & Barcode 39		Goods

Field	Field Name	Field Description		Field Size	Data Type	Format	Mandatory for:
		Non CP&F electronic Orders (Where the Unique Identifier is the EUPI)	Demand Date + Serial Number + Line number + UIN	8+5+6+6	alphanumeric	DDMMYYYY + 12345678 + 12345 + 123456 + 123456	Goods
F	<b>Description</b>	Description of the item or service as defined in the contract.		240	alphanumeric		Goods and Services
G	<b>RDD</b>	Required Delivery Date (RDD) that the package is required at the demander's point of delivery.		8	numeric	DD/MM/YYYY	Goods
H	<b>SPC</b>	The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain.		2	numeric		Goods
J	<b>UN Haz Code</b>	UN Hazard Class. Denotes the potential hazard of the items within the package  References: DEFCON 68 and DEFCON 129		2	alphanumeric		Goods
K	<b>Date Shipped</b>	Date package dispatched from the supplier or service provided.		8	Numeric	DD/MM/YYYY	Goods and Services
L	<b>Batch Number</b>	Batch Production Number indicated on the goods if required					Goods
M	<b>Piece Number</b>	The specific number of the package as a constituent of a number of packages delivered to complete one order.  i.e. 1 of 1, 2 of 2 or 4 of 10		6	alphanumeric		Goods
N	<b>Weight</b>	The gross weight of the package in metric format.		8	numeric		Goods
P	<b>Dimensions</b>	The size of the package in L x B x H in metric format		15	alphanumeric		Goods
Q	<b>NSN</b>	The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number		13	numeric & Barcode 39		Goods

Field	Field Name	Field Description	Field Size	Data Type	Format	Mandatory for:
		(IIN) that denotes the unique identification of a line item within the inventory system.  This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format.				
R	<b>IMC/DMC</b>	The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager	6	alphanumeric		Goods
S	<b>DofQ</b>	Denomination of Quantity of the items in the package	2	alphanumeric		Goods
T	<b>Qty in Package</b>	The total quantity of the item contained within the package	7	numeric		Goods
T	<b>Total This Delivery</b>	The total quantity of the item being delivered for a specific order shipment	9	numeric		Goods

<b>Ministry Of Defence</b>		<b>DEFFORM 136</b> (Edn 11/00)	
<b>QUARTERLY FINANCIAL REPORT</b>  (To be submitted IN TRIPLICATE within 21 days of the end of each quarter (one copy being sent <u>direct</u> to the Technical, Finance and Commercial contact points identified in the Appendix to Contract))		Report for quarter ending:  Contract Number:	
To: (MOD contact)	From: (Contractor's name & address)	Contract Limit of Liability £  (Approval of the MOD commercial staff must be sought before expenditure (including estimated overheads and profit) is committed beyond the contract limit of liability)	
1. Actual cost chargeable to Contact to end of quarter stated above and estimated cost to completion (see NOTES below)  For A and B <u>include</u> ) A. Materials and bought out progress payments as well ) items as bills paid for delivered item. ) B. Sub-contracted work ) For C <u>exclude</u> any salaries ) C. Salaries and Wages: and wages covered in D     )                   (i) Design below.                                 )                   (ii) Other  <div style="text-align: right;">TOTAL (A, B &amp; C)</div> <div style="text-align: right;">D. Overheads (Provisional) at          %</div> <div style="text-align: right;">E. Profit (Provisional) at                  %</div> <div style="text-align: right;">TOTAL (A, B, C, D &amp; E)</div>		ACTUAL	Estimated
		Cost to the end of the quarter stated above £	Cost to completion (inclusive of costs to date) £
2. Outstanding Commitments (Value of orders placed for materials, bought out items and sub-contracted work <u>less</u> bills already paid and progress payments made)		<u>Value</u>	
3. Further estimated costs inclusive of overheads and profit (The forecasts should not be restricted to the "limitation of liability" figure at present shown in the Contract if the ultimate costs are likely to be higher)  F. During the quarter following that covered by this report  G. Thereafter to 31 March next (20 )  H. Thereafter to 31 March in succeeding year  J. Thereafter to completion of work			
Date by which work is expected to be completed		Month	Year
Date:	Signature:	In the capacity of:	
<b>NOTES:</b> (i) All figures must be VAT exclusive. Figures in section 1. should be cumulative from the start of the Contract. (ii) It is most important that the report is submitted within 21 days mentioned above. When a contractor finds it impossible to provide precise figures within this time, provisional figures, annotated accordingly, should be given. (iii) Where provisional figures are provided, actuals must be supplied as soon as possible, but with the following return at the latest, with an explanation for any discrepancies. (iv) Please give overleaf or separately a brief explanation of any significant difference between the present estimate of total costs to completion of work and the corresponding estimate on last report.			

MOD SME Spend Data Collection		
Please answer all questions below <b>populating yellow cells</b> only as applicable and return to <a href="mailto:DefComrcISSM-DefenceProc@mod.gov.uk">DefComrcISSM-DefenceProc@mod.gov.uk</a> by 30th June each year. Please refer to the guidance tab.		
INSERT YOUR ORGANISATION / COMPANY NAME HERE		
INSERT CONTRACT NAME and REFERENCE NUMBER HERE		
INSERT FINANCIAL YEAR HERE		
Financial Year 01 April - 31 March	£	%
A1. Total contract revenue (£) received directly from MOD	£0.00	
A2. Total value of subcontracted revenues (£)	£0.00	
A3. Total value of subcontracted revenues to SMEs (£)	£0.00	
<b>Data provided by:</b>		
Supplier Name		Name
DUNS Number		Position
Address Line 1		Email
Address Line 2		Phone
Town / City		Date
Post Code		

Ministry of Defence

**CONTRACT DATA REQUIREMENT**

1. <u>ITT/Contract Number</u>	2. <u>CDR Number</u>	3. <u>Data Category</u>	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u>		6. <u>General Description of Data Deliverable</u>	
7. <u>Purpose for which data is required</u>		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			



10. <u>Medium of Delivery</u>	11. <u>Number of Copies</u>

**Import and  
Export Control Information**

Contract No.	
1a: Supplier Name	
1b: Address	
1c: City/State	
1d: Post/Zip Code	
1e: Country	
1f: CAGE/NCAGE	

The recipient of the Materiel will require the information below for each item of Materiel supplied . Please record the information for all Contractor Deliverables. Assistance to complete the form will be provided by text prompts in certain cells and can also be found on the Guidance for Completion of Form page. Please use one row per Contractor Deliverable.

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Please sign declaration on third tab and return with submission

2 a	2 b	2 c	2 d	2 e	2 f	2 g	2 h
--------	--------	--------	--------	--------	--------	--------	--------

3a	3b
----	----

4 a	4 b	4 c	4 d	4 e	4 f
--------	--------	--------	--------	--------	--------

5 a	5 b	5 c
--------	--------	--------

[illegible]

[illegible]

# Personal Data Particulars

DEFFORM 532

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>[insert the delivery team name (or equivalent source), address and contact details]</i>
<b>Data Processor</b>	The Data Processor is the Contractor. The Personal Data will be processed at: <i>[insert address(es) and contact details]</i>
<b>Data Subjects</b>	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <i>[Examples include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
<b>Categories of Data</b>	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <i>[Examples include name, address, telephone number, medical records etc]</i>
<b>Special Categories of data (if appropriate)</b>	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i> <i>[A Special Category of Personal Data is anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data]</i>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows: <i>[please specify]</i> <i>[This should be a high-level, short description of what processing will be taking place and its overall outcome i.e. its subject matter]</i>
<b>Nature and the purposes of the Processing</b>	The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i> <i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>

<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i>  <i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i>  <i>[Describe how long the data will be retained and how it will be returned or destroyed]</i></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

## Tenderer's Sensitive Information

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before the publication of any information.

ITT Ref No:
Description of Tenderer's Sensitive Information:
Cross Reference(s) to location of Sensitive Information in Tender:
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:

## DEFFORM 539B

### Publishable Performance Information - Key Performance Indicator Data Report

KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					
	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					



KPI Description*	Rating Thresholds	Frequency of Measurement	Quarter and Year*	Average for Reporting Period	Rating*	Comment*
Social Value KPI (if applicable)	Good*:					
	Approaching Target:					
	Requires Improvement:					
	Inadequate:					

\*Publishable fields. Please note, of the four Rating Thresholds, only the 'Good' threshold is published.

Please see the [DEFFORM 539B Explanatory Notes](#) for guidance on completing the KPI Data Report.

## DEFFORM 687C

Ministry of Defence

### Electronic Information Sharing Agreement (EISA)

THIS AGREEMENT, reference ..... [reference number] relates to the use of the Shared Data Environment (SDE) Service to be provided under MOD contract number ..... [title of contract] (the Contract) between the Secretary of State for Defence (the Authority) and [name of SDE service provider] (the Contractor),

The Authority and the Contractor have entered into the Contract, which is subject to DEFCON 687A and, where applicable, DEFCON 687B, to provide a Shared Data Environment Service. The terms of the Agreement govern the use of the Service.

It is agreed as follows:

## **CONTENTS**

<b>Clause 1</b>	<b>Definitions and Interpretations</b>
<b>Clause 2</b>	<b>Scope</b>
<b>Clause 3</b>	<b>Duration</b>
<b>Clause 4</b>	<b>Designation of Users</b>
<b>Clause 5</b>	<b>Withdrawal and Exclusion from the Agreement</b>
<b>Clause 6</b>	<b>Marking of Information</b>
<b>Clause 7</b>	<b>Provision of Information</b>
<b>Clause 8</b>	<b>Obligations of the Contractor</b>
<b>Clause 9</b>	<b>User Obligations</b>
<b>Clause 10</b>	<b>Disaster Recovery Plan</b>
<b>Clause 11</b>	<b>Withdrawal of Information</b>
<b>Clause 12</b>	<b>Intellectual Property, Confidentiality and Protection of Information</b>
<b>Clause 13</b>	<b>Additional Users</b>
<b>Clause 14</b>	<b>Amendments</b>
<b>Clause 15</b>	<b>Notices</b>
<b>Clause 16</b>	<b>Audit</b>
<b>Clause 17</b>	<b>Liability</b>
<b>Clause 18</b>	<b>Law</b>
<b>Clause 19</b>	<b>Dispute Resolution</b>
<b>Clause 20</b>	<b>Entire Agreement</b>
<b>Clause 21</b>	<b>Severability</b>
<b>Clause 22</b>	<b>Transfer</b>
<b>Clause 23</b>	<b>Waiver</b>
<b>Annex A</b>	<b>Project Description</b>

<b>Annex B</b>	<b>User Protocol</b>
<b>Schedule 1</b>	<b>Primary and Secondary Users</b>
<b>Schedule 2</b>	<b>Marking Scheme</b>

## Definitions and Interpretations

**The following words and expressions shall have the meanings given to them. Words derived therefrom shall have the appropriate related meaning, except where the context requires a different meaning:**

“Access” means communication with the SDE by Users, including Loading and Retrieval of Information;

“Agreement” means this agreement including its Annexes, Schedules and any other documentation expressly made part of the Agreement;

“Contracted Information” means Information which a User delivers or provides to another User or Users as a specific requirement of an underlying Project contract, including the Contract;

“Data” means Information represented in digital form;

“Disaster” means a significant unplanned event which causes the SDE to be unavailable, or which causes the Data to be corrupted, lost, or unavailable;

“Expunge” means the removal of Data from the SDE whilst ensuring that a record of its existence is maintained in the Log;

“Fidelity” means the extent to which the SDE System maintains Data without corruption or disturbance to its content as it is processed;

“Information” means any information, in any form, disclosed or acquired under or in connection with the Agreement;

“Integrity” means the extent to which the SDE System safeguards and properly processes Data;

“Load” means to place Information on the SDE or make it accessible to the SDE so that it can be Retrieved by one or more Users;

“Log” means the record of communication with the SDE involving Access;

“Mark” means a designation permanently associated with a piece of Information, whether in tangible or digital form;

“Non-Contracted Information” means all Information other than Contracted Information which a User makes available to another User or Users;

“Primary User” means a User so designated in Schedule 1;

“Project” means the project, of which the Contract forms a part, described in Annex A;

“Project Implementation” means all activities conducted for the purpose of implementing the Project;

“Project Purposes” means all activities conducted for the purposes of implementing the Project, but excluding use for competitive purposes or tendering, manufacture, repair, overhaul or maintenance purposes except as provided in any contract under which the Information is provided;

“Retrieve” means retrieval of Information or other communication with the SDE other than Loading;

“Secondary User” means a User sponsored by a Primary User and so designated in Schedule 1;

“Shared Data Environment (SDE)” means the SDE System together with Information Accessed via the SDE System, and

any part of the computer and software infrastructure which is controlled by a User other than the Contractor;

“Shared Data Environment Service (SDE Service)” means the SDE Service specified in the Contract, including the provision of an SDE System by means of which Information may be Accessed;

“Shared Data Environment System (SDE System)” means the computer and software infrastructure required for the SDE Service including the computer systems, networks, software, business processes and rules but excluding:

Information Accessed via that infrastructure, and

any part of the computer and software infrastructure which is controlled by a User other than the Contractor;

“Supply” means to make Information available for Loading;

“User” means a party to the Agreement;

“User Protocol” means the document at Annex B which describes the overall architecture of the SDE, including the elements provided by the Contractor and those provided by other Users, the shared business processes, Information management arrangements, technical interface requirements and administrative procedures necessary for Users to operate effectively within the SDE; and

“Working Day” means any day excluding:

Saturdays, Sundays and public and statutory holidays in the jurisdiction of the User concerned, and privilege days notified in writing by the Authority to the Users at least 10 Working Days in advance.

## **Scope**

The Agreement is created for the purposes of establishing the SDE for the Project, providing for Users secure Access and assurance as to the security of Information.

The Agreement defines the responsibilities, rights and obligations of Users in relation to the SDE and the User Protocol.

## **Duration**

The Agreement shall remain in force until:

the Contract expires or is terminated, or

[date]

whichever occurs soonest.

The Contractor shall notify all Users:

immediately on receipt of a notice of termination, of the date of termination of the Contract, and in good time, and within not less than 30 calendar days, of the impending expiry of the Contract.

Clauses 12 and 19 shall survive the expiry or termination of the Agreement.

## **Designation of Users**

Each User shall be designated as a Primary User or a Secondary User and so identified in Schedule 1.

Each additional Secondary User must be sponsored by a Primary User with whom they have, or intends to establish, a Project-related contractual relationship. Notice of their sponsorship shall be sent to all Users by the Contractor and shall constitute an application for an additional User in accordance with the provisions of Sub Clause 13.b).

## **Withdrawal and Exclusion from the Agreement**

Without prejudice to any contractual obligations a User, with the exception of the Authority or the Contractor, may withdraw from the Agreement on giving 15 calendar days’ notice to the Contractor.

The Authority may require the exclusion of a User from the Agreement, after consultation with the Contractor and that User, in the following circumstances:

the underlying contract under which they were engaged with the Project has expired or is terminated; or

where there is no contractual relationship, their association with the Project has ceased; or

where a User's actions or omissions have caused them to have prejudiced the effective operation of the SDE.

A User may request the Authority to exclude another User if they have good cause to believe that a circumstance outlined in sub-Clause 5.b) applies.

The Contractor shall immediately notify all Users of any withdrawal or exclusion of a User.

In the event of exclusion under sub-Clause 5.b)iii), and on expiry of the notice period under sub-Clause 5.a), the Contractor shall immediately withdraw that excluded User's Access rights to the SDE.

If a User withdrawing or excluded from the Agreement under the provisions of this Clause 5 is a Primary User sponsoring a Secondary User, the withdrawal or exclusion of the Primary User shall include the withdrawal or exclusion of the Secondary User and the conditions of this Clause 5 shall apply to the Secondary User.

The Primary User with whom a Secondary User has had a project-related contractual relationship shall cause the Secondary User's Access rights to be discontinued as soon as the Project-related contractual relationship expires or is terminated.

In the event that a User is excluded or withdraws from the Agreement under this Clause 5, they shall be subject to the continuing obligations set out in Clauses 11 and 12. Withdrawal or exclusion from the Agreement shall have no effect on their liabilities arising under the Agreement.

### **Marking of Information**

Prior to the Supply of Information, each User shall apply Marks to that Information, in accordance with Schedule 2.

In addition to the Marks in Schedule 2, the User may mark Information to be Supplied with a copyright and/or other proprietary legend.

No User shall remove or modify any Mark or legend on Information Loaded or Retrieved and each User shall retain those Marks or legends on any copies or extracts of the Information that they make, unless otherwise agreed by the User who applied those Marks or legends.

### **Provision of Information**

a) Each originating User who Loads or Supplies Information shall ensure that:  
the Data conforms with the requirements specified in the User Protocol;  
the Data has been verified in accordance with the virus control policy provided by the Contractor in accordance with DEFCON 687A;  
the Information is Marked in accordance with the provisions of Clause 6 and Schedule 2; and  
they have all necessary entitlements or permissions in respect of any material within the Information not originated by them, to Load the Information and permit its Retrieval and use under the terms of the Agreement by those Users to whom Access is permitted.

All requests by Users for further Information to be Loaded shall be directed to the Contractor and considered by the Authority. Where agreed with the originating User of that new Information, it shall be Loaded and subjected to the provisions of the Agreement.

### **Obligations of the Contractor**

Subject to Users obtaining, where required, necessary licences from third parties, the Contractor grants Users the right to utilise the SDE System for Project Implementation and shall owe the following obligations to each of the other Users:

- to enable Access exclusively for the Users who are from time to time parties to the Agreement;
- to provide service support facilities to all Users;
- to ensure that the SDE System operates and is operated in accordance with the security and confidentiality requirements set out in the Agreement;
- to use all reasonable endeavours to ensure that the Information processing systems deployed to support the SDE System:
- maintain Loaded Information without corruption to its content as it is processed, and properly process the Information;
- to provide a secure user authentication method;
- to provide the means for Users to establish Access permissions for their Information;
- to provide Users with controlled Access;
- to ensure, as far as is reasonably practical, that all Loaded Information, including associated marks and legends, is Accessible only by Users authorised to have Access and is not altered, lost or destroyed;
- to implement and maintain a virus control policy and make details thereof available to all Users;
- to ensure that, if any part of the SDE Service or SDE System is changed, the Users' ability to Access Information is not adversely affected; and
- all Data, when stored in the SDE System, is maintained from the date of being loaded into the SDE for the period specified in the User Protocol, after which time it shall be Expunged unless:
  - a specific request for its retention in the SDE is made by any current User, or
  - it is withdrawn by a User in accordance with Clause 11, or
  - it is Archived.

These obligations are to be implemented in accordance with Annex B.

## **User Obligations**

Each User, other than the Contractor, shall designate an individual in their organisation who shall be the principal point of contact for matters relating to the management and organisation of Information within their organisation's control.

Users shall comply with the requirements set out in the User Protocol.

Originating Users shall establish the Access permissions for their Information and, without prejudice to their contractual commitments, have the right to change or require the Contractor to change those Access permissions at any time.

If the Contractor determines that a User is in breach of any of the obligations under the Agreement which prejudices the effective operation of the SDE, then they may deny the provision of the SDE Service to that User.

If a User gains Access to any Information which they have reason to believe is not intended for their Access they shall, without delay, inform the Contractor and request that the Access permission is referred to the originating User for confirmation or alteration.

If a User becomes aware of an instance of unauthorised Access or a breach of the Agreement in relation to any associated procedures or systems (including, but without limitation, unauthorised Access to their own systems or accidental Access to another User's systems), they shall immediately notify the Authority and the Contractor.



If notification is given under sub-Clause 9.f) Users shall, on request, provide reasonable assistance to the Authority and the Contractor in respect of any investigation and rectification that may be necessary.

In the event that a User is unable to Access the SDE through no fault of their own, or they become aware of any fault or inaccessibility of their own system which may affect Loading or Retrieval, they shall immediately inform the Contractor.

Within the scope of the Agreement, sponsoring Primary Users shall be responsible for the actions of their Secondary Users.

## Disaster Recovery Plan

**Users other than the Contractor shall participate in a disaster recovery plan for parts of the SDE within their control as required by the User Protocol.**

## Withdrawal of Information

Except as provided in sub-Clause 11.b) and upon giving 15 calendar days' notice, any originating User shall have the right to withdraw their Information from the SDE.

An originating User shall have no right to withdraw from the SDE Contracted Information which has been Supplied or Loaded, unless the Authority or other User to whom Information was provided consents to that withdrawal.

Where an originating User has the right under sub-Clause 11.a) to withdraw their Information and where Information which that User Supplied or Loaded is contained in the Data under the direct control of another User, the originating User may require that other User to Expunge the Data to the extent that it contains the Information which they are entitled to withdraw.

Subject to giving 15 calendar days' notice, a withdrawing or excluded User shall have the right to require the denial of Access to Contracted Information for those Users having no contractual right to hold or use that Information.

## Intellectual Property, Confidentiality and Protection of Information

The Supply or Loading of Information shall not create or imply any of the following:

any transfer of ownership of Information or of underlying IPR or any collective ownership of the same;

any grant of a licence permitting use of Information or of underlying IPR other than a permission to use Information for Project Purposes, but this shall not prejudice any pre-existing or separately acquired rights of any User; or

any limitation on the right of any User to exert their rights in Information they have originated and in underlying IPR for any breach of the terms of the Agreement.

No User shall claim, or exert against another User, IPR of any description in respect of any database or collective work resulting from the Loading or ordering of Data within the SDE.

All Information that is Loaded is provided in confidence by the originating User to one or more other Users to whom they have granted Access, for use solely as identified below:

Contracted Information – for use in accordance with the contractual arrangement under which it is provided or if no use is stated in the underlying contract arrangement, or there is no underlying contract with the User Accessing Information, then use shall be solely for Project Purposes;

Non-Contracted Information – for use by Users for Project Purposes.

Each User who Retrieves Information shall be bound by an obligation of confidence under the Agreement, in respect of the Information, to the originating User and/or third party owner identified in the Marking or any IPR legend, subject to the exclusions in sub-Clause 12.f) and subject to any pre-existing or separately acquired rights.

Each User shall ensure that Information they Retrieve is disclosed to their employees, only to the extent necessary for the purposes permitted by Clause 12 and is treated in confidence by them. They shall ensure that their employees are aware of their arrangements for discharging the obligations at sub-Clause 12.d) before Retrieving Information and shall take reasonable steps to enforce them.

The limitations imposed by sub-Clauses 12.c) and 12.d) in regard to Information shall not apply to any Information Retrieved by a User to the extent that they can show:

that the Information was or has become publicly available for use otherwise than in breach of any provision of the Agreement or any agreement which they have with the originating User;

that the Information was already known to them (without restrictions on disclosure or use) prior to Retrieving it from the SDE;

that the Information was received without restriction on further disclosure from a third party who lawfully acquired it and who is themselves under no obligation restricting its disclosure; or

from their records that the same Information was derived independently of that Retrieved from the SDE;

**provided that the relationship to any other Information is not revealed.**

The provision of sub-Clauses 12.a) through to 12.f) shall continue to apply to withdrawn Information and Expunged Data.

### **Additional Users**

Applications for additional Users shall be made to the Contractor, who shall consult the Authority on each application.

With the approval of the Authority, additional Users may enter into the Agreement, subject to each existing User being notified by the Contractor of the proposed introduction and having the opportunity to raise any objection with the Authority. Failure by a User to respond to that notification within 15 calendar days of receipt shall be deemed to signify consent by that User to the addition of the proposed User.

The Authority and the Contractor in deciding whether to admit the proposed User to the Agreement shall take objections into account. An objection shall not constitute a right of veto, except in relation to Access to or Retrieval of Information in which the User raising objection has rights or shall be entitled to claim rights.

### **Amendments**

Amendments to the Agreement, except for the addition of a User under Clause 13, may be made only with the express agreement of all Users. Changes to the User Protocol shall not be unreasonably refused. Any proposals to amend the Agreement shall, in the first instance, be submitted to the Authority, who shall consult all other Users.

The authoritative version of the Agreement shall be maintained by the Contractor in the SDE System for Retrieval by all Users.

### **Notices**

All notices, orders, or other forms of communication required to be given in writing ("Notices") under or in connection with the Agreement shall:

be given in writing;  
be authenticated by signature, either physical or electronic, as appropriate;  
be marked for the attention of the appropriate department or officer; and  
be marked in a prominent position with the Agreement reference or relevant contract number.

Notices should be delivered by:

hand;  
first-class prepaid post (or airmail, in the case of Notices to or from overseas);  
facsimile;  
telex; or  
electronic mail, including the delivery of a message by means of the SDE.

Notices shall be deemed to have been received if;

delivered by hand, on the day of delivery if it is the recipient's Working Day and otherwise on the first Working Day of the recipient immediately following the day of delivery;  
sent by first-class prepaid post (or airmail, if appropriate), on the third Working Day (or on the tenth Working Day, in the case of airmail) after the day of posting; or  
sent by facsimile, telex or other electronic means;

***if transmitted between 09.00 and 17.00 hours on a Working Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or  
if transmitted at any other time, at 09.00 on the first Working Day (recipient's time) following the completion of receipt by the sender of verification of the transmission from the receiving instrument.***

The address (including electronic addresses) of each User to which all Notices shall be sent is that specified in the Agreement, or such other address as a User may by written Notice specify to the other Users for the purpose of this Clause 15.

Where a User requests written confirmation of any communication which does not constitute a Notice such request shall not unreasonably be refused.

## **Audit**

A User may, at any time, and upon giving a reason, request the Authority to audit the Integrity, Fidelity, infrastructure and organisation of the SDE. The Authority shall not unreasonably refuse a request and shall make the conclusions of the audit report available to the User within [10] Working Days of completion of the audit.

A User may, at any time, request from the Contractor a certified extract from the Log relating to their own Access to Information or Access by other Users to Information Supplied by them.

## **Liability**

The liability of the originating User to another User, in respect of Contracted Information Supplied, shall be determined by reference solely to the express terms of the contract or subcontract under which the Information is provided.

An originating User shall have no liability to other Users whether in contract, tort or otherwise except as provided in sub-Clause 17.a), including liability for negligence to any other User in respect of any loss or damage incurred by a User whether:

directly or indirectly as a result of use of Loaded Information, or  
as a result of reliance on that Information

- c) No User shall have any liability to another User in respect of any breach of this Agreement except:
  - (i) as provided in sub-Clause 17.a);

- (ii) in respect of Clause 12; or
- (iii) in cases of wilful misconduct.
- d) Nothing in sub-Clauses 17.b) and 17.c) shall exclude any liability in respect of personal injury or death arising from negligence which may not by law be excluded.

## **Law**

The Agreement shall be considered as an agreement made in England and subject to English Law. Subject to Clause 19 and without prejudice to the dispute resolution process set out in that Clause, each User hereby irrevocably submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Agreement or breach thereof.

Other jurisdictions may apply solely for the purpose of giving effect to this Clause 18 and for the enforcement of any judgement, order or award given under English jurisdiction.

## **Dispute Resolution**

Users in dispute will attempt in good faith to resolve any dispute or claim arising out of or relating to the Agreement through negotiations between the respective representatives of the Users in dispute having authority to settle the matter, which attempts may include the use of any Alternative Dispute Resolution (ADR) procedure on which the Users in dispute may agree.

In the event that the dispute or claim is not resolved by negotiation, or where the Users in dispute have agreed to use an ADR procedure, by the use of such procedure, the dispute shall be referred to arbitration.

The User or Users initiating the arbitration shall give a written Notice of Arbitration to the other User or Users party to the dispute, specifically stating that the dispute is in relation to the Agreement and is referred to arbitration.

Unless otherwise agreed in writing by the Users in dispute, the arbitration and the Agreement shall be governed by the provisions of the Arbitration Act 1996.

It is agreed between the Users that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.

For the avoidance of doubt it is agreed between the Users that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Users in arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Users in dispute, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.

## **Entire Agreement**

The Agreement represents the entire agreement between the Users with respect to its subject matter and no other agreement between Users or action of a User shall be taken to amend, alter or exclude any part of the Agreement.

## **Severability**

If any term, condition or provision contained in the Agreement shall be held to be invalid, unlawful or unenforceable to any extent, that term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Agreement.

## **Transfer**

No User shall give, bargain, sell, assign, or otherwise dispose of the Agreement or any part of it, or the benefit or advantage of the Agreement or any part of it, without the previous consent in writing of the other Users.

#### **Waiver**

No act or omission of any User shall by itself amount to a waiver of any right or remedy unless expressly stated by that User in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

#### **AGREED**

**For and on behalf of the Secretary of State for Defence (“the Authority)**

**Signature** .....

**Name** .....

**Position** .....

**Date** .....

---

**For and behalf of ..... (“the Contractor”)**

**Signature** .....

**Name** .....

**Position** .....

**Date** .....

---

**For and behalf of ..... (“a User”)**

**Signature** .....

**Name** .....

**Position** .....

**Date** .....

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Project Description

User Protocol



Primary and Secondary Users

Primary User [Name], sponsoring:

- Secondary User [Name]
- Secondary User [Name]
- Secondary User [Name]

Primary User [Name], Sponsoring

- Secondary User [Name]
- Secondary User [Name]
- Secondary User [Name]

Marking Scheme

the name of the User originating the Information;  
the national security classification ;  
a commercial privacy designation;  
the Information type;  
the Data category, ie. Contracted or Non-Contracted Information. In the case of Contracted Information, the User to whom the contractual obligation is owed must be specified;  
an identification number;  
the name of each Primary User to whom Access is granted;  
any other Marks

**Ministry of Defence**  
**Timber and Wood-Derived Products Supplied under the Contract –**  
**Data Requirements**

Contract No: \_\_\_\_\_

[illegible]

**HEAD AGREEMENT FOR LICENCE TERMS FOR COMMERCIAL SOFTWARE PURCHASED  
BY THE SECRETARY OF STATE FOR DEFENCE**

This Agreement is made this ..... day of ..... in the year.....

**BETWEEN**

The Secretary of State for Defence, a corporation sole, (afterwards referred to as the AUTHORITY) as represented by the Directorate of Intellectual Property Rights, Poplar 2a #2218, MOD Abbey Wood, Bristol BS34 8JH

**AND**

*[Insert company's name, registration number and corporate address]* (afterwards referred to as the COMPANY);

each being referred to as a "Party" and collectively as the "Parties".

**BACKGROUND**

- I. The AUTHORITY wishes to agree standard terms of licence with the COMPANY which will apply to "Commercial Software" products it procures from the COMPANY in order to avoid the need to negotiate individual terms each time those products are purchased; and
- II. The COMPANY is prepared to agree standard terms of licence with the AUTHORITY in order to facilitate sales of Commercial Software to the AUTHORITY.

For the purpose of this Agreement "Commercial Software" means software available commercially including that software modified on sale to suit the requirements of a customer.

**THE HEAD AGREEMENT**

1. The Parties agree that they will adopt the terms of licence set out in the Annex to this Head Agreement (the "Annex"), as the standard terms of licence for the procurement of Commercial Software by the AUTHORITY from the COMPANY and from any of their wholly owned subsidiaries for which the

COMPANY is entitled to make this Head Agreement. This shall not imply that either Party may not propose other conditions for any particular licence or that either Party shall be bound to accept any particular licence in the terms set out in the Annex.

2. Each software licence which is to be procured subject to the standard terms of licence set out in the Annex, shall be established by a schedule (the "Schedule") which incorporates those terms by making reference to this Head Agreement and the Annex. Each licence so concluded shall be legally separate from this Head Agreement.
3. Each Schedule will take the format provided in the Attachment to the Annex. Individual Schedules may include special conditions adding to, varying, or setting aside any condition set out in the Annex and in the event of any conflict between the terms of the Annex and the special conditions of a Schedule the latter shall prevail.
4. Either Party shall be entitled to terminate this Head Agreement at any time on written notice to the other Party but the termination shall not vary the conditions of or terminate any extant Licences.
5. This Head Agreement shall be subject to and construed and interpreted in accordance with the Laws of England and shall be subject to the jurisdiction of the Courts of England. Other jurisdictions may apply solely for the purpose of giving effect to this Agreement and for the enforcement of any judgement, order or award given under English jurisdiction.

Signed for and on behalf of the Secretary of State for Defence

.....  
[Print name] .....

In the capacity of .....[Insert

.....

*[Print name]* .....

In the capacity of .....*[Insert capacity of signatory]*