



Ministry
of Defence

Mrs C Johnson
DES Ships Comrcl-NBCP 2a
Room 245
Victory Building
HMNB Portsmouth
PORTSMOUTH
PO1 3LS

Telephone: 02392 724010
Buyer Name: Mrs Claire Johnson
Email:claire.johnson425@mod.gov.uk

Munters Limited
Knowledge Centre
Wyboston Lakes
Great North Road
WYBOSTON
MK44 3BY

Our Reference: 700005147

Date: 11 September 2019

Offer Of Contract 700005147 for a Framework Agreement to provide an annual maintenance, performance monitoring, breakdown and defect repair service and supply of consumables for desiccant dehumidification units in support of the DRSO at HM Naval Base Portsmouth

1. The Authority hereby accepts your Tender: a Framework Agreement to provide an annual maintenance, performance monitoring, breakdown and defect repair service and supply of consumables for desiccant dehumidification units in support of the DRSO at HM Naval Base Portsmouth dated 01 August 2019.

2. For your convenience, the

- Purchase Order,
- Schedule of Requirements,
- Statement of Requirement,
- Schedule of Rates,
- MOD Terms and Conditions for Less Complex Requirements,
- Demand Order Form for Contractor deliverables,
- Performance Report for Contractor Deliverables,
- DEFFORM 532 – Personal data Particulars

which will result from this acceptance are attached.

3. Instructions are being sent to the authorised demander telling them that they may proceed to place orders for items shown in the Schedule of Requirements with the effect from the date of this acknowledgement. Instructions have also been sent to the Defence Business Service (DBS) Finance to make a one-off payment to your company of £1.00 in order to create a legally enforceable obligation on your part to keep open your offer for the entire duration of the Framework Agreement.

4. Payment will be made in accordance with the attached Terms and Conditions. If your

company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form BX177, which is available from the website (<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement>) (search for DBS Finance payments: nominate a bank form) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.

5. Please acknowledge this by completing sections B and C in the table below and return to the address above.

Yours sincerely,

Claire Johnson
DES Ships Comrcl-NBCP 2a

Section A) INTENTIONALLY BLANK	Section B) Confirmation of Receipt I acknowledge receipt of the Authority's contract letter no. 700005147

	Signed by: Name (Block Capitals): Position: For and on behalf of Authorised Signatory Date:

Section C) Tier 1 Sub-Contractor data:			
Name	value of work (£ ex VAT)	Location of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location of work.....	SME ...Yes / No
Name	value of work (£ ex VAT)	Location of work.....	SME ...Yes / No

PURCHASE ORDER



Ministry
of Defence

PURCHASE ORDER

Contract No: 700005147

Contract Name: A Framework agreement to provide an annual maintenance, performance monitoring, breakdown and defect repair service and supply of consumables for desiccant dehumidification units in support of the DRSO at HM Naval Base Portsmouth

Dated: 22 July 2019

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £118,133).

Contractor	Quality Assurance Requirements (Clause 8)
<p>Name: Munters Limited</p> <p>Registered Address: Knowledge Centre Wyboston Lakes Great North Road WYBOSTON MK44 3BY</p>	<ul style="list-style-type: none"> • AQAP 2110 edition D version 1 (NATO Quality Assurance Requirements for Design, Development & Production). There is no requirement to supply a Deliverable Quality Plan or a Certificate of Conformity. • DEFCON 609 (SC1) edition 08/18 (Contractor Records) • DEFSTAN 05-057 issue 7 (Configuration Management of Defence Materiel) • DEFSTAN 05-061 part 1 issue 6 (Concessions) • DEFSTAN 05-061 Part 4 Issue 3 and Amendment 1 28/01/11 (Contractor Working Parties) • DEFSTAN 05-135 Issue 1 Avoidance of Counterfeit Material. <p>When called up in standards invoked by this contract, Quality Assurance Representative (QAR) is to be read as Government Quality Assurance Representative (GQAR and/or Acquirer) - Note the Acquirer is normally the TL or his delegated Quality Assurance Focal Point (QAFP). The QAFP for this contract is DES Ships MPS-QA-2a. Only MOD GQAR organisations or individuals that have been assessed, registered and authorised by the Defence Quality Assurance Authority (DQAA) can conduct Government Quality Assurance Surveillance (GQAS) on behalf of the MOD or overseas governments</p>

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contactor <input checked="" type="checkbox"/> [Special Instructions] Delivery in accordance with Schedule of Requirements To be Collected by the Authority <input type="checkbox"/>

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: Subject: NOT APPLICABLE Frequency: NOT APPLICABLE Location: NOT APPLICABLE	The Contractor is required to submit the following Reports: Subject: Performance Report for Contractor Deliverables (template enclosed) Frequency: Within two (2) days of completion of Contractor Deliverables Method of Delivery: hardcopy Delivery Address: NAVY NBCP-BASE SVCS DRSO OIC

Payment (Clause 14)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
Forms can be obtained from the following websites: https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required). https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing https://www.dstan.mod.uk/ (Registration is required). The MOD Forms and Documentation referred to in the Conditions are available free of charge from: Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncliff Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)	A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to: a. The Commercial Officer detailed in the Purchase Order, and b. DSA-DLSR-MovTpt-DGHSIS@mod.uk by the following date: the Effective Date of the Contract or if only hardcopy is available to the addresses below: Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW

Applications via email:
DESLCCLS-OpsFormsandPubs@mod.uk

If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Claire Johnson

Address: DES Ships Commercial NBCP 2a, Room 245, Victory Building, HMNB Portsmouth, PORTSMOUTH PO1 3LS

Email: claire.johnson425@mod.gov.uk

☎ 02392 724010

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

Name: NAVY NBCP-BASE SVCS DRSO OIC

Address: Kings Stairs Building 150, PP21, HMNB Portsmouth PO1 3NJ

Email: robert.lane279@mod.gov.uk

☎ 02392723270

3. Packaging Design Authority:

Organisation and point of contact: NOT APPLICABLE

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



4. (a) Supply/Support Management Branch or Order Manager Branch/Name: As per section 2



(b) U.I.N.

5. Drawings/Specifications are available from: As per section 2

6. Intentionally Left Blank

7. Quality Assurance Representative:

DES Ships MPS-QA-2a

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

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

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:

As detailed in the Schedule of Requirements

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 ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

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 Arcott

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

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

* NOTE

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

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

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

Offer and Acceptance	
<p>A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for ninety (90) days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for Less Complex Requirements (up to £118,113)</p> <p>Name (Block Capitals): Position: Service Manager</p> <p>For and on behalf of the Contractor:</p> <p>Authorised Signatory</p> <p>Date:01/08/19</p>	<p>B) Acceptance</p> <p>Name (Block Capitals): Position: DES Ships Comrcl Dep Hd</p> <p>For and on behalf of the Authority:</p> <p>Authorised Signatory</p> <p>Date:11/09/19</p>
<p>C) Effective Date of Contract: 11/09/19</p>	

SCHEDULE OF REQUIREMENTS

Schedule of Requirements

700005147 a Framework Agreement to provide an annual maintenance, performance monitoring, breakdown and defect repair service and supply of consumables for desiccant dehumidification units in support of the DRSO at HM Naval Base Portsmouth

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code	Packaging Requirements inc. PPQ and DofQ	Delivery Date (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (Euro) Ex VAT	
								Per Item	Total inc. packaging (and delivery)
1	N/A	N/A	As detailed in Statement of Requirement : Provision of an annual maintenance and performance monitoring for desiccant dehumidification units at DRSO HMNB Portsmouth for the period: Contract Award to 31/03/23	XY	00	As detailed in the Demand Order Form for Contractor Deliverables	Each unit	As detailed in the Schedule of Rates	As detailed in the Schedule of Rates
2	N/A	N/A	As detailed in Statement of Requirement : Provision of an engineer to effect breakdown and defect repair service for desiccant dehumidification units at DRSO HMNB Portsmouth for the period: Contract Award to 31/03/23	XY	00	As detailed in the Demand Order Form for Contractor Deliverables	Per hour per man	As detailed in the Schedule of Rates	As detailed in the Schedule of Rates
3	N/A	N/A	As detailed in Statement of Requirement : Supply of filters for desiccant dehumidification units at DRSO HMNB Portsmouth for the period: Contract Award to 31/03/23	XY	00	As detailed in the Demand Order Form for Contractor Deliverables	Each	As detailed in the Schedule of Rates	As detailed in the Schedule of Rates

4	N/A	N/A	As detailed in Statement of Requirement: Supply and installation of parts required in support of item 2 (reasonably and necessarily incurred) for desiccant dehumidification units at DRSO HMNB Portsmouth for the period: Contract Award to 31/03/23	XY	00	As detailed in the Demand Order Form for Contractor Deliverables	Each	As detailed in the Schedule of Rates	As detailed in the Schedule of Rates
								Total Firm Price	As detailed in the Schedule of Rates

Item Number	Consignee Address (XY code only)
1, 2, 3 and 4	DRSO KINGS STAIRS BUILDING 1/53 PP21 HM NAVAL BASE PORTSMOUTH PO1 3NJ

Statement of Requirement

GENERAL

- a. A Framework Agreement to provide an annual maintenance, performance monitoring, breakdown and defect repair service and supply of consumables for desiccant dehumidification units, in support of the Disposal and Reserve Ships Organisation (DRSO) at HM Naval Base Portsmouth, as detailed in **Paragraphs 2 and 3 below**.
- b. The extent and frequency of the requirement for this service cannot be foreseen; however, the estimated requirement for this service is as detailed in **Paragraph 2**.
- c. The Authority may order less/more than the estimated quantities and is not obliged to order, accept or pay for any of the Contractor Deliverables other than those actually ordered and/or authorised under the terms of the Framework Agreement.

2. SCOPE

- a. Provision of annual maintenance and performance monitoring service of MOD owned desiccant dehumidification units (Munters Model Number MLT30) that are either stored at, or located on a ship berthed at, HMNB Portsmouth. Service to include, but not limited to, preventative inspection, safety checks, functional and performance testing against the specification at **Paragraph 3**, leaving the units in a safe and functional condition ready to operate at their designed output for a further 12 months. Filters for replacement are to be included during the annual maintenance service. On completion of each visit the Performance Report for Contractor Deliverables is to be submitted to the DRSO within 2 working days.
The estimated requirement for this service is up to 28 units per annum.
- b. Provision of breakdown and defect repair service of MOD owned desiccant dehumidification units (Munters Model Number MLT30) that are either stored at, or located on a ship berthed at, HMNB Portsmouth.
All repairs costs are to be authorised by the Authorised Demander prior to undertaking the work.
On completion of each visit the Performance Report for Contractor Deliverables is to be submitted to the DRSO within 2 working days.
The estimated requirement for this service is 4 units per annum.
- c. Supply of filters suitable for Munters desiccant dehumidifier Model Number MLT30 on an ad-hoc basis.
The estimated requirement for this service is up to 28 filters per annum.
- d. Working hours are 0800 – 1600 Monday to Friday, unless agreed with the Authorised Demander.

- e. The following will be provided by the Authority:
- (i) Power
 - (ii) Lighting
 - (iii) Escorted access to the appropriate work location. On arrival the Engineer is to meet with the MOD/DRSO representative and be escorted at all times in the Naval Base. NBCP Safety Induction process, T-Card issue and the DRSO safety briefing are to be conducted before any work takes place. A statement from the MOD/DRSO representative as to current location and status of machines is to be obtained.

3. **SPECIFICATION**

Process Air	
Rated Airflow (m3/s)	0.833
Rated Airflow (m3/h)	3000
Minimum available static pressure (Pa)	300
Fan motor power (kW)	3.0
Reactivation Air	
Rated airflow (m3/s)	0.175
Rated airflow (m3/h)	630
Minimum available static pressure (Pa)	300
Fan motor power (kW)	0.75
Rated Current	
Current(Amps/Phase) 3~60Hz 415v	34
Reactivation Heater	
Temperature increase across heater (°C)	95
Reactivation Heater Power (kW)	18
Other Technical Data	
Drive Motor Power (W)	10
Filters	G3(EU3)
Electrical protection standard, dust and water resistant (main casing)	IP33
Fan Motor Wiring Insulation Class	Class F
Drive Motor Wiring Insulation Class	Class F
High Temperature Cut-Out (°C)	160 +/- 5
Contact coil,voltage (V AC)	230V AC
External (potential-free) output contacts	2A,50V AC (max)

4. **CALL-OUTS**

- a. Requests for Call-Outs will be made by the Authorised Demander during working hours only, following the Demand Ordering Procedure and using the Demand Order Form.
 - b. The response time for the breakdown and repair call-outs will be within 2 working days from receipt of call-out.
5. The contractor shall supply all materials and any other equipment as necessary to complete these Contractor Deliverables. Engineers are to be fully qualified to maintain the machines to the appropriate safety standards and with the correct PPE.

7. **MISCELLANEOUS INFORMATION**

a. Authorised Demanders:

- (i) NAVY NBCP-BASE SVCS DRSO OIC
- (ii) NAVY NBCP-BASE SVCS DRSO DOIC
- (iii) NAVY NBCP-BASE SVCS DRSO CPO2
- (iv) NAVY NBCP-BASE SVCS DRSO CPO1

b. Locations:

- (i) DRSO
HMNB Portsmouth
PORTSMOUTH
PO1 3NJ
- (ii) Ships berthed at:
HMNB Portsmouth
PORTSMOUTH
PO1 3NJ

SCHEDULE OF RATES

FRAMEWORK AGREEMENT 70005147 - SCHEDULE OF RATES**Schedule of FIRM Price Each (ex VAT) - Schedule of Requirements Items 1, 2 and 3**

Description	Year 1 Contract Award to 31/03/20 (£)	Year 2 01/04/20 to 31/03/21 (£)	Year 3 01/04/21 to 31/03/22 (£)	Year 4 01/04/22 to 31/03/23 (£)
1. Annual maintenance and performance monitoring (each unit)				
2. Hourly rate per engineer for breakdowns and emergency repairs inclusive of travel and subsistence (working hours only)				
3. Supply of React Filter specification 508x6 10x100 (Nom) (each)				
4. Supply of Process Filter specification 610x4 10x50 (Nom) (each)				

Prices have been redacted

Framework Agreement 700005147 — Schedule of Rates (A)

Item 1 *: Number of Units per day to be serviced = 3 and Includes Supply and Fitting of Filters. The Service Day Rate shall apply if the quantity of machines to be serviced under the Schedule of Requirements Item 1 is fewer than 3 per day. The Day Rate for Years 1 & 2 at *Prices have been redacted*

If it is found that the visit is unable to be completed due to circumstances beyond the contractor's control and a further visit(s) is necessary, subject to agreement by the Authority, then any further additional visit(s) will be charged at the appropriate Service Day Rate under Schedule of Requirements Item 1.

Item 2 **: When repair work is required in addition to the annual maintenance then, where possible, the repair will be included in the maintenance visit under Schedule of Requirements Item 1. If the repair work necessitates additional time on site, subject to agreement by the Authority, this will be charged at the appropriate hourly rate as detailed under Schedule of Requirements Item 2.

Schedule of FIRM Price Each (ex VAT) - Schedule of Requirements Item 4

Description of part	Specification	Part Number / or equivalent	Year 1 Contract Award to 31/03/20 (£)	Year 2 01/04/20 to 31/03/21 (£)	Year 3 01/04/21 to 31/03/22 (£)	Year 4 01/04/22 to 31/03/23 (£)
Drive Belt	N/A	1502226-01				
Pulley	N/A	1502130-01				
Roller Belt Guide	N/A	190101088-4				
HTCO	120 Deg C	1504531-01				
React Filter	508x6 10x100 (Nom)	190112300-2				
Process Filter	610x4 10x50 (Nom)	190112300-3				
PT100	N/A	1504736-01				
Transmitter	0-200 Deg C	1504139-01				
Drive Motor	Kit – 380V – 480V 50/60 Hz	170- 024450-001				
Fan Motor (R)	N/A	150- 014560-001				
Fan Motor (P)	N/A	1505731-01				
Impellor (P)	N/A	1505822-01				
Impellor (R)	N/A	1505792-01				
Transformer	340 VA GAS	19043497				
Operating Display	ACD	1504229-01				
HPS Rotor	564mm Dia	170- 028190-003				

Prices have been redacted

**MOD TERMS AND CONDITIONS
FOR LESS COMPLEX
REQUIREMENTS**



**MOD Terms and Conditions for Less
Complex Requirements
(up to £118,133)**

**A Framework Agreement to provide an annual
maintenance, performance monitoring, breakdown and
defect repair service and supply of consumables for
desiccant dehumidification units, in support of the
Disposal and Reserve Ships Organisation (DRSO) at HM
Naval Base Portsmouth**

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

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

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, , specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

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;

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

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

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

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the schedules; and
- (3) the documents expressly referred to in the agreement.

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first

Business Day in the place of receipt following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package

corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Contract, or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements.

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the

arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
- (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
- (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
- (4) For fraud, fraudulent misrepresentation, wilful misconduct or negligence;
- (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
- (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:

DEFCON 76 (SC1) (Edn 12/16) – Contractor's Personnel at Government Establishments
DEFCON 127 (Edn 12/14) – Price Fixing Condition for Contracts of Lesser Value
DEFCON 129J (SC1) (Edn 06/17) - The Use of the Electronic Business Delivery Form
DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes
DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract
DEFCON 532B (Edn 05/18) - Protection of Personal Data
DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment
DEFCON 538 (Edn. 06/02) - Severability
DEFCON 566 (Edn. 12/18) - Change of Control of Contractor
DEFCON 601 (SC1) (Edn 03/15) – Redundant Material
DEFCON 609 (SC1) (Edn. 08/18) - Contractor's Records
DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure
DEFCON 624 (SC1) (Edn 12/16) – Use of Asbestos
DEFCON 630 (SC1) (Edn 12/16) – Framework Agreements
DEFCON 658 (SC1) (Edn 11/17) - Cyber

21 The special conditions that apply to this Contract are:

Not Applicable

22 The processes that apply to this Contract are:

22.1 Demand Order Procedure

- a. All orders for the Contractor Deliverables detailed under the Schedule of Requirements shall be made to the Contractor by means of a Demand Order Form containing the unique request number, either by e-mail or post, or alternatively, verbally by telephone.
- b. Each order will thereby constitute the Contractor's authority to proceed with the Contractor Deliverable(s). If an order is made verbally by telephone it shall be formalised with a Demand Order Form.
- c. Only the Authorised Demanders specified on the Demand Order Form Part 1 have the authority to place orders for the service. The Authority shall not be responsible for work performed as a result of any order given by an unauthorised person whomsoever. In cases of doubt the Contractor shall check with the Authorised Demander or Commercial Branch as necessary.

22.2 Certificate Of Attendance Of Contractor Personnel

- a. The Contractor shall in respect of work performed away from the Contractor's premises under Schedule of Requirements Item 2 complete and submit a DEFFORM 12 (Edn 12/13) (Certificate of Attendance of Contractors Personnel) in support of claims for payment under the contract.

DEMAND ORDER FORM FOR CONTRACTOR DELIVERABLES

FRAMEWORK AGREEMENT 700005147 - DEMAND ORDER FOR CONTRACTOR DELIVERABLES

Request Number (sequential) _____

Part 1 To: From: <i>(the Authority)</i> NAVY NBCP-BASE SVCS DRSO OIC Telephone 02392 723270 <input type="checkbox"/> NAVY NBCP-BASE SVCS DRSO DOIC Telephone 02392 723315 <input type="checkbox"/> NAVY NBCP-BASE SVCS DRSO CPO2 Telephone 02392 725547 <input type="checkbox"/> NAVY NBCP-BASE SVCS DRSO CPO1 Telephone 02392 725547 <input type="checkbox"/> Please note the order will only be confirmed or otherwise when Part 4, and if applicable Part 7, is completed, signed and returned to the Contractor by DRSO		
Part 2: Request for Contractor Deliverable <i>(to be completed by DRSO)</i> The following Contractor Deliverable(s) is/are required in accordance with Framework Agreement NBCPB/00019: Annual maintenance and performance monitoring <input type="checkbox"/> Quantity: _____ Breakdown and defect repair service <input type="checkbox"/> Quantity: _____ Supply of filters <input type="checkbox"/> Quantity: _____ Delivery Date: _____ Confirmation by telephone order ONLY <input type="checkbox"/> Comments: Signature: _____ Name: _____ Position: _____ Date: _____		
Part 3: Provision of Contractor Deliverables <i>(to be completed by Contractor)</i> The following Contractor Deliverable(s) will be provided: Annual maintenance and performance monitoring <input type="checkbox"/> Quantity: _____ Breakdown and defect repair service <input type="checkbox"/> Quantity: _____ Supply of filters <input type="checkbox"/> Quantity: _____ Delivery Date: _____ Confirmation by telephone order ONLY <input type="checkbox"/> Comments: <i>Firm Price (Ex VAT) in accordance with the Schedule of Requirements.</i> Signature: _____ Name: _____ Position: _____ Date: _____		
Part 4: Confirmation of Order <i>(to be completed by DRSO)</i> The contractor is hereby authorised to proceed with the Contractor Deliverable(s) detailed in Parts 1 to 3. <input type="checkbox"/> The Authority does not wish to proceed with this request at this time. <input type="checkbox"/> Signature: _____ Name: _____ Position: _____ Date: _____		

Part 5: Issue of units to Contractor for maintenance, monitoring or breakdown and repair (to be completed by DRSO & Contractor)

Local ID / Serial Number

- | | | |
|--|--|--|
| DH-3 / 80035 <input type="checkbox"/> | DH-13 / 80045 <input type="checkbox"/> | DH-23 / 80056 <input type="checkbox"/> |
| DH-4 / 80036 <input type="checkbox"/> | DH-14 / 80046 <input type="checkbox"/> | DH-26 / 90159 <input type="checkbox"/> |
| DH-5 / 80037 <input type="checkbox"/> | DH-15 / 80047 <input type="checkbox"/> | DH-27 / 90160 <input type="checkbox"/> |
| DH-6 / 80038 <input type="checkbox"/> | DH-16 / 80048 <input type="checkbox"/> | DH-28 / 90161 <input type="checkbox"/> |
| DH-7 / 80039 <input type="checkbox"/> | DH-17 / 80049 <input type="checkbox"/> | DH-29 / 90162 <input type="checkbox"/> |
| DH-8 / 80040 <input type="checkbox"/> | DH-18 / 80050 <input type="checkbox"/> | DH-30 / 90163 <input type="checkbox"/> |
| DH-9 / 80041 <input type="checkbox"/> | DH-19 / 80051 <input type="checkbox"/> | DH-31 / 90164 <input type="checkbox"/> |
| DH-10 / 80042 <input type="checkbox"/> | DH-20 / 80053 <input type="checkbox"/> | DH-32 / 90165 <input type="checkbox"/> |
| DH-11 / 80043 <input type="checkbox"/> | DH-22 / 80055 <input type="checkbox"/> | DH-33 / 60166 <input type="checkbox"/> |
| DH-12 / 80044 <input type="checkbox"/> | | |

Signature: _____

Name: _____

Position: _____

Date: _____

Signed by contractor for receipt of units

Part 6: Supply and installation of parts required in support of defect repair service (to be completed by Contractor)

	Quantity		Quantity
Drive Belt	_____	Drive Motor	_____
Pulley	_____	Fan Motor (R)	_____
Roller Belt Guide	_____	Fan Motor (P)	_____
HTCO	_____	Impellor (P)	_____
React Filter	_____	Impellor (R)	_____
Process Filter	_____	Transformer	_____
PT100	_____	Operating Display	_____
Transmitter	_____	HPS Rotor	_____

Comments: *Firm Price (Ex VAT) in accordance with the Schedule of Requirements.*

Certificate of Attendance of Contractors Personnel (DEFFORM 12) to be submitted to the Authority

Signature: _____

Name: _____

Position: _____

Date: _____

Part 7: Confirmation of Order (to be completed by DRSO)

The contractor is hereby authorised to proceed with the Contractor Deliverable(s) detailed in Part 6

The Authority does not wish to proceed with this request at this time.

Signature: _____

Name: _____

Position: _____

Date: _____

Part 8: Confirmation of units issued in Part 5 were returned to the Authority (to be completed by DRSO)

Signature: _____

Name: _____

Position: _____

Date: _____

PERFORMANCE REPORT FOR CONTRACTOR DELIVERABLES

FRAMEWORK AGREEMENT 70005147 - PERFORMANCE REPORT FOR CONTRACTOR DELIVERABLES

Performance Report Date: _____

Local ID / Serial Number

- | | | |
|--|--|--|
| DH-3 / 80035 <input type="checkbox"/> | DH-13 / 80045 <input type="checkbox"/> | DH-23 / 80056 <input type="checkbox"/> |
| DH-4 / 80036 <input type="checkbox"/> | DH-14 / 80046 <input type="checkbox"/> | DH-26 / 90159 <input type="checkbox"/> |
| DH-5 / 80037 <input type="checkbox"/> | DH-15 / 80047 <input type="checkbox"/> | DH-27 / 90160 <input type="checkbox"/> |
| DH-6 / 80038 <input type="checkbox"/> | DH-16 / 80048 <input type="checkbox"/> | DH-28 / 90161 <input type="checkbox"/> |
| DH-7 / 80039 <input type="checkbox"/> | DH-17 / 80049 <input type="checkbox"/> | DH-29 / 90162 <input type="checkbox"/> |
| DH-8 / 80040 <input type="checkbox"/> | DH-18 / 80050 <input type="checkbox"/> | DH-30 / 90163 <input type="checkbox"/> |
| DH-9 / 80041 <input type="checkbox"/> | DH-19 / 80051 <input type="checkbox"/> | DH-31 / 90164 <input type="checkbox"/> |
| DH-10 / 80042 <input type="checkbox"/> | DH-20 / 80053 <input type="checkbox"/> | DH-32 / 90165 <input type="checkbox"/> |
| DH-11 / 80043 <input type="checkbox"/> | DH-22 / 80055 <input type="checkbox"/> | DH-33 / 60166 <input type="checkbox"/> |
| DH-12 / 80044 <input type="checkbox"/> | | |

Process Inlet	°C db
	°C wb
	% RH
	g/Kg
	m ³ /hr

Process PD	Pa
-------------------	----

Dry Air	°C db
	°C wb
	% RH
	g/Kg

Purge Air	m ³ /hr
React Htr	kW
React Inlet	°C db
	°C db
	% RH
	g/kg
	m ³ /hr

Wet Air	°C db
----------------	-------

React PD	Pa
-----------------	----

Process Air Volume	m ³ /hr	Purge Air Volume	m ³ /hr
React Heater Air Volume	m ³ /hr	Total React Air Volume	m ³ /hr
React Heater Power	kW	Pre ERP React Power	kW
Delta X	g/kg	Power Reduction	%
Moisture Removal	kg/hr		

Defects/errors found: Yes/No (delete as appropriate, if yes please comment below)

Evidence of leaks/corrosion: Yes/No (delete as appropriate, if yes please comment below)

Unit is electrically safe: Yes/No (delete as appropriate, if yes please comment below)

Comments including actions taken:

All repairs costs are to be authorised by the Authority on the Demand Order Form for Contractor Deliverables prior to undertaking the work.

Signature: _____

Name: _____

Position: _____

Date: _____

**DEFFORM 532 –
PERSONAL DATA PARTICULARS**

Personal Data Particulars

DEFFORM 532

Edn 05/18

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

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>NAVY NBCP-BASE SVCS DRSO OIC</i> <i>Address: Kings Stairs Building 150, PP21, HM Naval Base, Portsmouth PO1 3NJ</i> <i>Telephone: 02392 723270</i> <i>Email: Robert.lane279@mod.gov.uk</i>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: Munters Limited, Knowledge Centre, Wyboston Lakes, Great North Road, WYBOSTON MK44 3BY
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: NOT APPLICABLE
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: NOT APPLICABLE as there is no requirement for the Contractor to receive or process Personal Data in connection with its obligations under the Contract
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: NOT APPLICABLE
Subject matter of the processing	The processing activities to be performed under the contract are as follows: NOT APPLICABLE
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: NOT APPLICABLE
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: NOT APPLICABLE
Instructions for disposal of Personal Data	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): NOT APPLICABLE
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: NOT APPLICABLE

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