

## **Contract Terms and Conditions**

### **1. General Clause**

The additional clauses on this PO should be read in conjunction with the Terms and Conditions of the Contract Purchase Agreement referenced at the head of this PO.

For the avoidance of doubt, the order of precedence shall be:

- a. Contract Purchase Agreement Terms and Conditions;
- b. Any additional Terms and/or Conditions called for by this PO;
- c. Any subordinate agreements contained within the Tasking Form / Suppliers Statement of Work.

### **2. Processes**

The following Processes apply to this Contract:

#### **Schedule 1 - Additional Definitions of Contract**

The additional Definitions of Contract are:

#### **Schedule 2 - Schedule of Requirements**

The detailed Schedule of Requirements is contained within the agreed supplier proposal.

This is held separately within the ECS under reference: xxxxxxxxxxxx



## Appendix – Addresses and Other Information

**1. Commercial Officer**Name:  
Address:Email:  
Tel:**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name:  
Address  
Email:  
Tel:**3. Packaging Design Authority**

Organisation &amp; point of contact:

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

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

Branch/Name:

Tel:  
(b) U.I.N.**5. Drawings/Specifications are available from****6. Intentionally Blank****7. Quality Assurance Representative:**

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

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

Tel: 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

Tel: 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 8JHAir Freight Centre

IMPORTS Tel: 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS Tel: 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](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance.**11. The Invoice Paying Authority**

Bill Paying Branch:

The Contract Number must be shown on all invoices

Dstl Accounts Payable

PO Box 325

Portsdown West, Portsdown Hill Road

FAREHAM, HAMPSHIRE, PO14 9HL

United Kingdom

Tel: 01980 950001

Invoices for payment may be submitted via e-mail in PDF format to

[accountspayable@dstl.gov.uk](mailto:accountspayable@dstl.gov.uk)**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**1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD InternetSite: [https://www.kid.mod.](https://www.kid.mod.uk/maincontent/business/commercial/index.htm)[uk/maincontent/business/commercial/index.htm](https://www.kid.mod.uk/maincontent/business/commercial/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

DRAFT

**Schedule 4 Contractor's Commercially Sensitive Information Form (i.a.w. Condition 4)**

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

DRAFT

**Schedule 5: DEFENCE RESEARCH REPORT SPECIFICATIONS (DRRS) - DOCUMENT MARKING SCHEME**

**Reports comprising technical information DEFCON 705**

Full Rights Version	Limited Rights Version
<p>Conditions Of Supply – Full Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.</p>	<p>Conditions Of Supply – Limited Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)</p>

Notes:

1. This must always be the customer's contract number.
2. Include name of the Rights Owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then this should be clearly indicated.

**Sschedule 6: Design Rights and Patents (Subcontractor's agreement)**

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

THIS AGREEMENT is made the [xxx] day of 20[xx]

BETWEEN [xxxxxx]

whose registered office is at [xxxxxxxxx]

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with [xxxxx] (hereinafter called "the main contractor") a contract bearing the reference number [xxxxx] (hereinafter called "the main contract") for [xxxxx] the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor

(in capacity of [xxxxxx] )

Signed on behalf of [xxxxxxx]

The Secretary of

State for Defence

### **THE FIRST SCHEDULE**

The Sub-Contract Items are:-

[xxxxx]

### **THE SECOND SCHEDULE**

The Clauses which apply to this Agreement are:-

[xxxxx]

except that:

- i. Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- ii. Where "the Authority" is stated "the Secretary of State" shall be substituted.
- iii. Where "Contract" is stated "sub-contract" shall be substituted.
- iv. Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- v. Where "sub-contract" is stated "further sub-contract" shall be substituted.



**Schedule 7 Government Funded Assets (GFA)**

The following items are provided to the supplier as Government Funded Assets and are subject to Contractor action as detailed in DEFCON 694 (ISC) as amended:

DRAFT