Accelerator Contract No DSTLX xxx

Between

xxx

and

Defence Science and Technology Laboratory (Dstl)

Schedule of Requirements

Dstl is part of the Ministry of Defence

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<th>Contractor: xxx5</th>
<th>Schedule of Requirements for Accelerator Call: xxx6</th>
<th>Contract number: xxx7</th>
<th>Conditions of Contract</th>
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<td>This Contract comprises the following:</td>
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<td>Schedule of requirements (this document)</td>
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<td>Contractor’s Proposal reference XXX</td>
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Table I – Deliverables

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<tr>
<th>Item number</th>
<th>Description</th>
<th>£ (VAT EX)</th>
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<td>1</td>
<td>xxx10</td>
<td>xxx9</td>
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<td></td>
<td>Total Firm Price in words</td>
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Table II – Duration of Contract and Delivery Dates of Deliverables

<table>
<thead>
<tr>
<th>Item number</th>
<th>Delivery Date</th>
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<td></td>
<td>xxx13</td>
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</table>
Terms and conditions

1. Definitions

Both of Us, One of Us, Neither of Us, Either of Us. Each of Us refers to both We and You.

Business Day means any day excluding Saturdays, Sundays and public or statutory holidays in the jurisdiction of either of Us, and any other day notified by Us.

Central Government Body means a body listed in one these sub-categories of the Public Sector Classification Guide: government department; non-departmental public body or assembly-sponsored public body (advisory, executive, or tribunal); or non-ministerial department or executive agency.

Contract means this contract including its schedules, terms and conditions, appendices and any amendments agreed by Both of Us.

Deliverables means the reports and other supporting documents and, where appropriate, articles, set out in the Schedule of Requirements and more particularly described in Your Proposal.

Delivery Date means the date specified in the Schedule of Requirements, Table II.

Effective Date means the date specified in the Schedule of Requirements, Table II

Expiry Date means the date specified in the Schedule of Requirements, Table II.

'Firm Price' means the price, agreed for the Deliverables which is not subject to variation.

Foreground Information means all Information generated by you or someone on Your behalf, as a result of any work under this contract.

Information means any information, sometimes called data, in writing or any other form, whether or not readable by a person, disclosed to One of Us by, or on behalf of, the other under or in connection with this Contract. It includes information provided in the tender or negotiations before this Contract was awarded, know-how, inventions, designs, secret formulae and processes, and other confidential information.

Intellectual Property Rights (IPR) means all patents, utility models, registered and unregistered rights in designs, trademarks, and applications for any of these, copyright, confidential Information and trade secrets, and all rights and other forms of protection that are similar or have equivalent effect anywhere in the world.


Subcontractor means any person You involve, as permitted by the Contract, to provide the Deliverables or any part of the Deliverables.

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

UK Government Purposes means any non-commercial activity done under the authority or order of a Minister of the Crown. This includes activity of UK armed forces, UK police and civil defence agencies, UK government’s collaborative activities with overseas governments, and use by UK government’s representatives, agents and Contractors.

We, Us, Our means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl).

You, Your means the Contractor as set out in the Statement of Requirement.

2. Interpretation

Unless the context otherwise requires:
(a) The singular includes the plural, the masculine includes the feminine and vice versa.

(b) The words ‘includes’ and ‘including’ are to be interpreted as if they were immediately followed by the words ‘without limitation’.

(c) The expression ‘person’ means any individual, legal person, government and agency of a state

(d) References to any statute, enactment, order, regulation, or other similar instrument shall be interpreted as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any later version of it.

(e) The heading to any Contract provision shall not affect the interpretation of that provision.

(f) References to submission of documents in writing includes electronic submission.

3. Entire agreement

This Contract constitutes the entire agreement between Us relating to the subject matter of the Contract. The Contract supersedes, and Neither of Us has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation

4. Duration of Contract

This Contract shall come into effect on the Effective Date and automatically expire on the Expiry Date unless it is terminated or amended.

5. Contractor’s obligations

You shall provide the Deliverables [on the dates] and at the Firm Price[s] stated in the Schedule of Requirements.

You shall comply with all applicable Legislation when doing the work required under the Contract.

You shall do the work required under the Contract with due skill, care, diligence and operating practice and make sure it is done by appropriately experienced, qualified and trained people.

6. Contractor’s warranties

You confirm that:

(a) You have the full capacity and authority to enter into and do the work under the Contract;

(b) You shall tell Us about any changes to Your financial status or Your ability to do the work under the Contract;

(c) Where the Deliverables are articles, and to the extent agreed with Us under clauses 10 and 11:

   (1) You have clear legal ownership of all the Deliverables, or

   (2) at the date when each of the Deliverables provided to Us, You shall have the full and unrestricted right, power and authority to sell, transfer the Deliverables to Us. 

   (3) On delivery We shall own the Deliverables.

7. Subcontracting

a. If You subcontract any part of this Contract to a Subcontractor, You are still liable for doing the work under the Contract.

b. You shall ensure that the terms and conditions of this Contract are replicated in any subcontracts to the extent that they are applicable.
8. Amendments to Contract

All amendments to this Contract shall be serially numbered, issued only by Our commercial representative or an appropriately authorised commercial representative, and agreed by Both of Us.

9. Disclosure of Information

a. Both of Us:

(1) shall treat in confidence all Information We receive from each other;

(2) shall not disclose any of that Information to any Third Party without written consent from each other, which shall not be unreasonably withheld, except that You may disclose Information in confidence, without Our prior consent, to any person and to such extent as may be necessary to carry out the work under the Contract.

b. Clause 9 a does not apply to any Information where We or You:

(1) already have permission to disclose this Information from elsewhere or have rights of use under another condition in this Contract.

(2) can show that:

(i) the Information is publicly available other than by a breach of this Contract or other agreement between the Both of Us.

(ii) the Information was already known by Both of Us (with no restrictions on disclosure or use) before receiving the Information under this Contract

(iii) the Information was received lawfully from a Third Party, without restriction on further disclosure

(iv) You/We derived the same Information independently of this Contract.

c. If Either of Us have to disclose Information because of a statutory, judicial or parliamentary obligation, the One of Us disclosing the Information shall not be in breach of this condition. We shall not be in breach of this condition where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the “Act”) or the Environmental Information Regulations 2004 (the “Regulations”).

d. We may only disclose the Information needed and on a confidential basis:

(1) to any Central Government Body for UK Government Purposes;

(2) to a professional adviser, consultant or other person working with Us for any purpose relating to this Contract;

(3) in connection with any assignment, novation or disposal of any of Our rights, obligations or liabilities under the Contract;

(4) in exercising Our rights under this Contract.

e. Irrespective of the obligations set out in this condition, We shall have the right to publish to the general public the Transparency Information and information permitted under clause 10g of this contract. We shall redact, at Our discretion, 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. Nothing in this condition shall affect Your rights at law.

10. Intellectual Property Rights (IPR)

a. All information generated by You, or someone on Your behalf, doing the work under the Contract shall belong to You. You shall own the IPR and You will be responsible for deciding whether to apply for patents and other rights.
b. You shall give Us 45 Business Days written notice if You intend to publish any Foreground Information. We can object and refuse to allow publication if We consider that this publication is not in the national interest or there are security issues. If We do not object within 45 Business Days You can proceed with the publication.

c. For each Deliverable required under this Contract You shall provide a version that only contains Foreground Information and makes sense on its own.

d. Information that is not in the public domain and is not Foreground Information We call ‘Background Information’, whether owned by Us, You, or a Third Party. Where We have agreed that You shall provide Us with relevant Background Information, there shall be an additional, separate deliverable containing both Foreground and Background Information. In this separate deliverable, You shall clearly identify the Background Information.

e. You shall mark all Deliverables in accordance with the requirements set out at https://www.gov.uk/guidance/defence-and-security-accelerator-terms-and-conditions-and-contract-guidance#standard-contract-terms-and-conditions. Unless clearly marked as Background Information all delivered information shall be deemed to be Foreground Information and handled as such.

f. We have the right, free of charge, to copy, modify, disclose and use all Foreground Information and patents resulting from work under this Contract, in confidence, for UK Government Purposes both within UK government (this includes UK armed forces, UK police and civil defence agencies) and with UK government’s representatives, agents, collaborative partners and Contractors.

g. We have the right to publish a brief summary indicating the type of work done under the Contract and an abstract that is not commercially sensitive describing the contents of the Deliverables.

h. You shall keep a record of the work done under the Contract and all Foreground Information for the duration of the Contract and for six years after expiry of the Contract. During this time We can ask for, and you shall deliver to us, Foreground Information that You have not provided and You shall help Us to understand within a reasonable time agreed with Us, any Deliverables or Foreground Information. A fair and reasonable price shall be agreed for the provision of this Information and services.

i. We have, in addition to any other rights We may already have, the right, free of charge, to copy, modify, disclose and use all Background Information, which is embedded in the deliverables, in confidence, within UK government (which includes UK armed forces, UK police and civil defence agencies) for any non-commercial purpose. We also have the right to disclose to, and authorise use by, a service provider to manage, monitor, evaluate, assess or audit the work done under the Contract.

j. You shall ensure that You own all Foreground Information generated by anyone working for You under this Contract.

k. You shall ensure that in any subcontracted work, You secure rights for Us that are equivalent to those in this Contract.

l. If You assign Your ownership of any Foreground Information, You shall make sure that Our rights under this Contract continue to have effect after the assignment.

m. You are responsible for securing exploitation of Foreground Information. You shall notify Us promptly if You cannot, or do not wish to, exploit the Foreground Information so that We can consider alternative options.

n. During the Contract and the following 6 years, You shall inform Us at reasonable intervals of Your plans for exploiting Foreground Information, and the extent to which Foreground Information is being exploited. This includes both in defence and other markets.

**11. Notifications and Third-party Intellectual Property (IP)**

a. Notifications

   (1) You shall promptly notify Us of:

   i) any patent or registered design rights (or relevant application) owned by a Third Party that appear to be required to do the work under the Contract or use the Deliverables
ii) any restriction in disclosure or use, or obligation to pay for any other IP required to do the work under the Contract or use the Deliverables by Us or on Our behalf.

iii) any allegation of infringement of IPR made against You, which shall affect work done under the Contract or Either of Us using the Deliverables or having them used on Our behalf.

b. Authorisation - UK patent or UK registered design

If You notified Us before the date of the Contract of a relevant UK patent or UK registered design then, We authorise You to use that patent or registered design to do the work under the Contract unless the UK patent or registered design in question relates to an article or service normally available as Commercial Off The Shelf (COTS) or has been otherwise agreed in accordance with Our Crown use right.

If You notify Us after the date of the Contract then, unless it relates to the article or services normally available from You as COTS or has otherwise been agreed We shall give You written authorisation to use the patent or registered design for the purposes of the Contract.

c. Liabilities and indemnities

(1) In relation to any article or service normally available from You as a COTS item or service, You are liable and shall indemnify Us for all liabilities and costs if You or Your suppliers infringe any IPR owned by a Third Party when doing the work under the Contract or Our use in accordance with this Contract infringes any such IPR, whether done by Us or Our contractors.

(2) We shall indemnify You against all fees, compensation and costs resulting directly from any:

   i) authorisation given to use a UK patent or UK registered design under clause 11 b;
   
   ii) infringement by You or Your suppliers of any patent, utility model, registered design or other similar protections outside the UK when doing the work under the Contract, if the infringement is the result of You following a specification, statement of work or instruction in the Contract;
   
   iii) infringement or alleged infringement by You or Your suppliers of any copyright, database right, design right or similar protection, or misuse of confidential Information and/or trade secret relating to any item provided by Us for the purpose of the Contract. This only applies when You are using the item or Information for the purpose of the Contract.

(3) Other than as provided under 11 c (2) You are liable and shall indemnify Us for all liabilities and costs from any infringement of any IPR resulting from the work under the Contract or Our use of rights under this Contract.

(4) Neither of Us is liable to the other for any consequential loss or damage that arises directly or indirectly from a claim for infringement or alleged infringement of any IPR owned by a Third-Party.

(5) If there is a claim made or action brought against either You or Us that appears to relate to an infringement that is the subject of an indemnity or authorisation given under this Contract, one shall promptly notify the other in writing, giving full details of the claim.

(6) Whichever One of Us benefits from the indemnity or authorisation shall allow the other, at its own expense, to negotiate for the settlement of the claim, and any litigation that may arise, and shall provide any Information that may be required.

(7) Whichever One of Us is notified shall advise the other in writing within 30 days whether or not they shall conduct the negotiations or litigation.

(8) Whoever conducts negotiations for the settlement of a claim or any related litigation shall keep the other party fully informed of progress.
(9) Whoever does not conduct the negotiations or litigations shall not make any statement that might harm the settlement or defence of such a claim without written consent from the other.

(10) We shall cooperate with one another to mitigate any claim or damage that may arise from use of Third-Party IPR.

d. Royalties and other licence fees

You are not entitled to any reimbursement of any royalty, licence fee or similar expense from any work done under the Contract unless You notify Us in accordance with 11(a) and then only to the extent agreed with Us.

12. General Liabilities and Indemnities

a. Neither of Us makes any representations or gives any warranty except those set out in this Contract.

b. In addition to the liabilities and indemnities set out in Clause 11, Each of Us will indemnify and keep indemnified the other party against all and any direct costs and losses incurred by the other party as a result of the acts or omissions of the indemnifying party in connection with this Contract that do not comply with good industry practice. You shall maintain necessary insurance coverage, commensurate with the potential costs and losses under this Contract to cover your indemnity liability under this sub-Clause.

c. Nothing in this Agreement shall exclude or limit the liability of Either of Us for; death or personal injury caused by that party's negligence; fraud or fraudulent misrepresentation, or any matter which it would be illegal to exclude or attempt to exclude its liability

d. With the exception of any liabilities arising under Clause 11, Your and Our total liability in relation to this Contract Agreement shall be limited to 125% of the total amount payable under this Contract. This clause is not applicable to work under ‘Your Personnel at Our Establishments’ (clause 30).

e. Neither of Us shall be liable to the other party for any indirect, special or consequential loss or damages, loss of profit, interest, revenue, contracts, anticipated savings or business or damage to goodwill even if You or We are advised in advance of the possibility of any such losses or damage.

13. Publicity and communications with the media

Except where provided for under clause 10b above You shall not communicate with representatives of the press, television, radio or other media on any matter concerning this Contract unless and only to the extent that, We have already given You written consent to do so.

14. Personnel

a. You shall tell Us who is working on the Contract.

b. If We think that anyone is unsuitable to do the work under this Contract for any reason We shall notify You in writing that We shall:

(1) refuse them admission to Our premises

(2) require You to end Your involvement with them under this Contract

15. Access to contractor’s premises

With reasonable notice from Us, You shall give Us access to the relevant facilities or working space at Your premises to allow Us to monitor Your progress and quality of the work under the Contract. This shall be at no cost to Us.

16. Price and payment

a. We shall pay You on completion of the work under the Contract, or for each Deliverable if this has been agreed under the Schedule of Requirements. For You to be paid, You shall submit paper and email copies of
commercial invoices to Dstl Accounts Payable at the address in Appendix 1. You shall quote the Contract number and the purchase order number on Your invoices.

b. We shall only pay You once We have confirmed that the work under the Contract has been satisfactorily completed. We have 30 days to pay You once We have received a properly submitted invoice.

17. Termination

a. We have the right to terminate this Contract in the following circumstances:

(1) if You try to give Us, or any crown servant, any kind of gift or reward:

   i. to persuade Us to act or not to act in a way that may affect the Contract
   ii. to show or not show favour or disfavour to anyone in relation to this Contract, or any other Contract with the Crown.

(2) if You become insolvent for any reason including, but not limited to, when You are unable to pay Your debts; You appoint or a receiver has been appointed over all or a substantial part of Your assets, You have been declared bankrupt, or Your company has gone into liquidation, including voluntary liquidation, or received notice for its winding up. We shall give notice to You or the appropriate person.

(3) if We choose to for any reason, giving You 20 Business Days’ notice. If We do this, We shall be liable for no more than the total Firm Price of the Deliverables under the Contract. We shall indemnify You against any commitments, liabilities or expenditure, which are reasonably and properly chargeable by You in connection with the Contract and which would otherwise represent an unavoidable loss to You caused by Our termination of the Contract.

(4) where You have breached Your obligations under this Contract, and have failed to rectify that breach within 30 days of Us notifying You of the breach, or other period agreed with Us.

18. Consequences of termination

a. If the Contract is terminated for any reason, neither Our rights nor Your rights accrued before termination, including, but not limited to, rights of use under clause 10 of this Contract, shall be affected by the termination. Conditions in this Contract that state or imply that they have effect after the termination shall continue to do so after the termination.

b. We are entitled to claim Our losses resulting from the termination of the Contract, unless this is due to Us terminating the Contract under clause 17a (3).

19. No partnership or agency

This Contract does not establish, and will not be interpreted to establish, any partnership or joint venture between You and Us. Neither of Us shall act as an agent for the other, or make or enter into any commitments on behalf of the other. Each of Us confirms that We are acting on Our own behalf and not for the benefit of any other person.

20. Severability

If any part of this Contract is found to be invalid, illegal or unenforceable, then that part shall have no effect and shall be removed from this Contract. This will not invalidate any remaining parts of the Contract and We shall work together, using all reasonable endeavours, on a replacement to that part of the Contract, which is as close as possible to the original with the same intended effect.

21. Waiver

Nothing Either of Us does or does not do, including any reasonable delay in exercising a right or remedy, shall waive any right or remedy, unless the One of Us waiving their right or remedy notifies the other in writing.

22. Precedence
If there is any inconsistency between the different parts of the Contract it shall be resolved according to the following descending order of precedence:

- terms and conditions
- Schedule of Requirements
- competition document (themed or enduring competition)
- Your Proposal

### 23. Assignment of Contract

Neither of Us is entitled to assign this Contract (or any part of it) without the prior written consent of the other.

### 24. Third-party rights

No rights are granted to, and this Contract shall not be interpreted to grant, anyone other than You or Us any right to enforce any part of this Contract in their own right.

### 25. Contractor's records

You shall maintain all records connected with this Contract, including supporting material. Without affecting obligations under clause 9 (Disclosure of Information), You shall make these records available to be examined or copied by Us, or on Our behalf, as required. You shall keep these records for at least 6 years from the Expiry date of the Contract, termination of the Contract or the final payment, whichever is the latest.

### 26. Charges, payment and recovery of sums due

If We have the right to recover a sum of money from You under a Contract with Us, We can, without Your agreement, deduct that sum due, or that may become due, from any payment due to You under this or any other Contract with Us. You shall not withhold payment, in whole or in part, as a result of any credit or claim against Us.

### 27. Notifications

Any notification given under this Contract shall be:

- in writing, in English;
- sent to whoever is being notified at the relevant address in Appendix 1;
- marked with the relevant Contract number;
- delivered by hand, prepaid post (or airmail), or by email.

### 28. Acceptance Criteria

a. Acceptance of a Deliverable or the completion or performance of a Milestone shall be in accordance with the requirements of the Contract.

b. Upon receipt of the Deliverable, We, at our discretion shall assess whether the Deliverable has complied with the requirements of the Contract and shall within thirty (30) calendar days confirm one of the following by electronic means:

   (1) Acceptance of the Deliverable;

   (2) Acceptance of the Deliverable but with minor comments. We shall agree a resolution to these comments with You within fourteen (14) calendar days; or

   (3) Rejection of the Deliverable including reasons for the rejection, and request that You re-submit the amended Deliverable within thirty (30) calendar days or such other timescale as agreed between both of us.

c. If We have confirmed receipt of the Deliverable but have not responded within thirty (30) calendar days, it can be taken that We have accepted the Deliverable.
d. In the event that a Deliverable is not accepted and changes cannot be negotiated and agreed between Us and You, the matter shall be raised through Our technical Chain of Command and Your Managing Director (or Your authorised representative) by written notice.

e. In the event of failure to agree Acceptance, the matter shall be treated as a dispute and treated in accordance with clause 29 of this contract.

29. Dispute resolution

a. You and We shall jointly attempt, in good faith, to resolve any disputes or claims arising from the Contract. If the dispute or claim is not resolved through good faith then You or We may refer the dispute or claim to arbitration. Anything resulting from the arbitration process shall be confidential between Us.

b. Unless otherwise agreed in writing between You and Us, the arbitration shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards according to Section 39 of the Arbitration Act 1996.

30. Governing law

This Contract shall be governed by and construed in accordance with English law and Both of Us irrevocably submit to the exclusive jurisdiction of the English courts.

31. Your Personnel at Our Establishments

a. Definitions

'Establishment' shall include Our site as defined in the Contract.

b. General

(1) The following general provisions apply:

i. We shall provide (if available) facilities to You for the purpose of the Contract. These facilities will be provided free of charge and shall be used by You for the purpose of performing the Contract. Upon completion of the Contract You shall vacate our land and premises. Any utility charges required by You shall be agreed with Us first.

c. Liability In Respect Of Damage To Our Property

(1) You shall pay compensation for all damage occurring to Our Property, which includes land or buildings occasioned by You, or by any of Your representatives, arising from Your presence on Our Establishment in connection with the Contract, unless You can show that any such damage was not caused or contributed to by any circumstances within Your reasonable control.

(2) Your total liability under clause 31 shall not be subject to any limitation

d. Your Property

All property belonging to You and Your representatives shall be at Your own risk whilst it is on Our Establishment. We will only accept liability for loss or damage to property if it was caused or contributed to by any act, neglect or default of any of Our representatives. We will accept liability to this extent in these instances.

e. Your representatives

(1) You shall submit in writing to Us for approval, a list of Your representatives who may need to enter Our Establishment for the purpose of work under the Contract. You shall provide Us with any details and particulars which We may require.

(2) We shall issue passes to Your representatives who are approved by Us. Your representatives shall not be admitted unless in possession of this pass. Passes shall remain Our property and shall be returned to Us on demand or on completion of the work.
(3) If, in Our opinion, any Representative of You misconducts themselves, or it is not in the public interest for any person to be employed or engaged by You, You shall remove such person immediately when required to do so and shall ensure the work is completed by such other person as may be necessary.

(4) You shall comply and ensure Your representatives comply with the rules, regulations and requirements that are in force whilst at Our Establishment which shall be provided by Us on request.

f. Injuries, Disease And Dangerous Occurrences

You shall report any injury, disease or dangerous occurrence at Our Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to Our representative of the relevant Establishment. This would be in addition to any report, which You may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

g. Health and Safety Hazard Control

(1) You shall notify us of any hazards, foreseeable risks to health and safety and precautions which should be taken to mitigate these risks that you are aware of and We will do the same.

(2) We will provide you with our policies, risk assessments and any relevant information we have made known to our employees in relation to these hazards. You will ensure everyone is aware of these hazards and provide us with any relevant information in relation to them.

32. Issued Property

a. General

(1) All Issued Property shall remain Our property and it shall only be used for the purpose of completion of the Contract unless agreed otherwise by Us in writing.

b. Receipt

(1) Subject to Clause 2 and below, within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, You shall:

   i. check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;

   ii. conduct a reasonable visual inspection; and

   iii. conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided;

and notify Us of any defects, deficiencies or discrepancies discovered.

(2) We shall within a reasonable time after receipt of any notice under Clause 1 of this Condition, replace re-issue or authorise repair of the Issued Property agreed to be defective or deficient and, if appropriate, We shall revise the Contract Price, delivery schedule or both. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.

(3) In the event that We fail to provide, replace, or authorise repair of defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Clause 1, fair and reasonable revisions of the Contract Price, delivery schedule or both shall be made as may be appropriate provided that You have taken all reasonable measures to mitigate the consequences of any such delay.
(4) Clauses 1-3 do not apply if the Issued Property is issued for the purpose of repair, overhaul, conversion or other work to be performed on the Issued Property, or where You can show that the Issued Property cannot be fully tested until it has been integrated with other items, inspection of such property shall be as specified in the Contract.

c. Custody

(1) Subject to Clause 4 below, You shall be responsible for the safe custody and return of Issued Property and shall be responsible for all loss or damage, until re-delivered in accordance with Our instructions.

(2) You shall be responsible for such calibration and maintenance of the Issued Property as is specified in the Contract.

(3) If requested, We within a reasonable time, and where practicable before delivery of the Issued Property, shall notify You of the value of the Issued Property.

(4) You shall not be liable in respect of:

i. defects or deficiencies notified to Us in accordance with Clause b. (1) of this Condition or latent defects which You can show could not reasonably have been discovered by means of the activities described at Clause b. (1) of this Condition;

ii. fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by You);

iii. Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract;

iv. any loss or damage to Issued Property arising from:

   • aircraft or other aerial devices or objects dropped from them, including pressure waves caused by aircraft or such devices whether travelling at sonic or supersonic speeds;

   • riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or acts of the Queen's enemies.

d. Accounting and Return of Issued Property

(1) You shall:

i. Create and maintain a record of the Issued Property detailing what the Issued Property is, when it was received, any serial numbers of the Issued Property and when it is due to be returned. This record shall be available for inspection by Us when requested.

ii. Upon request by Us You shall permit and co-operate with Us to conduct audits of Our property listed in the record of our Issued Property in a manner to be determined by Us. Where We have reasonable grounds to believe that Our property has not been used in accordance with the terms of issue then these audits may be conducted without notice.

(2) At Contract completion You shall forward a list of Issued Property still held by You, to Our Commercial Representative named in the Contract. We will inform you what should be done with this Issued Property.

e. Redundant Materiel

Redundant Materiel shall mean any surplus materiel to the requirement of the Contract. All redundant Materiel resulting from work carried out under, or procured for the purposes of the Contract, the costs of which have
been paid by Us under the Contract, or which is otherwise owned by Us, shall be made known to Us by You. We will issue You with instructions regarding any surplus materiel.

33. Radio Transmissions

Where it is necessary for You to make radio transmissions for the purposes of performing the Contract, You shall obtain the appropriate licences. You shall ensure that prior to making any transmission, a licence exists that covers the particular transmissions of the Contract in all respects. You shall agree with Us the frequencies to be used for the Contract.
## Appendix 1 - addresses and other information

<table>
<thead>
<tr>
<th>Box 1</th>
<th>Box 2</th>
</tr>
</thead>
</table>
| Our representative (commercial): [xxx58](mailto:xxx58@dstl.com)  
Dstl Commercial Services  
Dstl tel:  
Fax:  
email: | Dstl demand owner: [xxx59](mailto:xxx59@dstl.com)  
Technical information is available from:  
Dstl tel:  
Fax:  
email: |

<table>
<thead>
<tr>
<th>Box 5</th>
</tr>
</thead>
</table>
| Bill-paying branch:  
The contract number must be shown on all invoices  
Dstl Accounts Payable  
PO Box 325  
Portsdon West, Portsdown Hill Road  
FAREHAM, HAMPSHIRE, PO14 9HL  
UK  
Tel: 023 9253 2444  
Fax: 023 9253 2043 |