

Schedule 1 – Additional Definitions of Contract

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Schedule 2 - Schedule of Requirements for Contract No:

For To be inserted from the proposal

<u>Contractor Deliverables</u>					
Item Number	Specification	Delivery Date	Total Qty	Price (£) Ex VAT	
				Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
Total Price					

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address:

Email:



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

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

Name:

Address

Email:



9. Consignment Instructions

The items are to be consigned as follows:

3. Packaging Design Authority

Organisation & point of contact:

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



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

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

Branch/Name:



(b) U.I.N.

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

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

Fax: 01980 958118

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

accountspayable@dstl.gov.uk

6. Intentionally Blank

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

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.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** 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 Internet site requests should be submitted through the Commercial Officer named in Section 1.

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 3.c) for Contract No:

1. Authority Changes

Subject always to Condition 3 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with Clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 3 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) for Contract No:

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:

SCHEDULE 6 – DEFENCE RESEARCH REPORT SPECIFICATION (DRRS) - DOCUMENT MARKING SCHEME (Note this will be included when DEFCON 705 is part of the contractual terms and conditions)

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 11/02) 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 11/02) 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.

Reports comprising technical information - DEFCON 703

Only information generated under the contract	Third party information or information not generated under the contract also included in document
© Crown Copyright (year of production) Supplied to MOD under DEFCON 703 in accordance with Contract No [ABC/1234, task XYZ/9876] (see note 1).	© Crown Copyright (year of production) Supplied to MOD under DEFCON 703 in accordance with Contract No [ABC/1234, task XYZ/9876] (see note 1). This document contains additional information proprietary to [Third Party Rights Owner] (see note 2) and which has been supplied in confidence for the purposes of the Contract. Such information is identified. (see note 3) Requests for permission for wider use or dissemination of such proprietary information should be made to the relevant [Third Party Rights Owner] Account Manager.

Notes:

1. This must always be the customer's contract number.
2. Include name of the Third Party Rights Owner(s), for example: a supplier name, or other third party, as appropriate.
3. Where third party information or information not generated under the contract is included in a document subject to DEFCON 703, the information in question must be identified in the body of the document, except where this is impracticable and the customer has agreed that such identification is not required.

SCHEDULE 7 - DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'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 [xxxxxxx]
(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 [xxxxxx]
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 8 - GOVERNMENT FURNISHED ASSET (GFA) REGISTER

(Note this will only be used if the contact terms and conditions include DEFCON 611)