

**Schedule 1 – Additional Definitions of Contract**

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**Schedule 2 - Schedule of Requirements for Contract No:  
 For Innovative Research Call 2020 in Explosives and Weapons Detection**

<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))
				<b>Total Price</b>	

**Schedule 3 – Contract Data Sheet**

<b>Clause 2.g – Contract Period</b>	Effective date of Contract: The Contract expiry date shall be:
<b>Clause 8 - Notices</b>	Notices served under the Contract can be transmitted by electronic mail Yes <input checked="checked" type="checkbox"/> No <input type="checkbox"/> Notices served under the Contract shall be sent to the following address: Authority: In accordance with Box 1 of DEFFORM 111 detailed at Schedule 3 Annex A. Contractor:
<b>Clause 10 – Progress Meetings</b>	The Contractor shall be required to attend the following meetings: Type: Frequency: Location:
<b>Clause 10 – Progress Reports</b>	The Contractor is required to submit the following Reports: Type: Frequency: Method of Delivery: Delivery Address:
<b>Clause 11.a – Contract Price</b>	All Schedule 2 line items shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated below:  Line Items    Clause 11.    refers
<b>Clause 11.b – Quality Assurance</b>	Is a Deliverable Quality Plan required for this Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within    Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. <b>Other Quality Assurance Requirements:</b>
<b>Clause 12 – Delivery/Collection</b>	Contract Deliverables are to be: Delivered by the Contractor <input checked="checked" type="checkbox"/> Special Instructions:  Collected by the Authority <input type="checkbox"/> Special Instructions (including consignor address if different from Contractor's registered address):
<b>Clause 18 – Termination for Convenience</b>	The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:  The Notice period for termination shall be    Business Days

**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 &amp; 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](http://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

Portsmouth West, Portsmouth 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](mailto: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 Arcott

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)**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 (DDRS) – 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**

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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.

## 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]

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## **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)

**Schedule 9 – Tasking Form**

Purchase Order Number	Task No.:	Issue No.:	Date:
<b>Part 1:</b> Proposal to be completed by Dstl Demand Owner			
1.1. Task Title:			
1.2. Task Objective and Description (including Specification, Acceptance Criteria/ Testing, Documentation required, & Quality Standard:			
Deliverables Required:			
Timescale of Task - Start:		End:	
Additional Special terms and conditions			
.....		.....	

<b>Part 2:</b> Price for Proposed Task (to be completed by Contractor)		
The Task at 'Part 1' is accepted at a Firm Price of	£	broken down as follows:

Name	Number of Days	Rate	Sub-Total	Travel & Subsistence	
Our detailed proposal ref:		dated:		is attached	
Date:		Proposal submitted by:			
<b>Part 3: Approval to be completed by the Dstl Demand Owner</b>					
Approval is hereby given to place the Task					
Signed					
Dated					

**Schedule 10 – Rate Card**

Type	Detail	Rate (Per Day)
Labour	Grade	
Accommodation	Per night	(maximum)
Meals	lunch	(maximum)
	dinner	(maximum)
Travel	Car journey in Contractor's own vehicle – per mile	£0.25
	Short term car hire	Reasonable cost