



Ministry
of Defence

Army Headquarters Commercial

Contract No: 714515451

For: Provision of Equine Dentistry For Military Working Horses

**Between the Secretary of State for Defence
of the United Kingdom of Great Britain and
Northern Ireland**

Army Commercial Army Headquarters
Procure Team

Floor 2, Blenheim Building, Andover, Hants,
SP11 8HT

army-comrcl-procure-ahq-
mailbox@mod.gov.uk

And;

The Equine Dental Clinic Ltd,

Glebe Farm,

Parsonage Lane,

Wimborne St Giles,

BH21 5NR

Standardised Contracting Terms

SC1B - Core Terms (PA23)

(Edn 04/25)

1 Definitions - In the Contract:

Act means the Procurement Act 2023;

Articles means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

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;

Connected Person in relation to a Contractor or Relevant Subcontractor, means any of the following:

- (1) a person with "significant control" over the Contractor or Relevant Subcontractor (within the meaning given by section 790C(2) of the Companies Act 2006 ("CA 2006"));
- (2) a director or shadow director of the Contractor or Relevant Subcontractor;
- (3) a parent undertaking or a subsidiary undertaking of the Contractor or Relevant Subcontractor;
- (4) a predecessor company;
- (5) any other person who it can reasonably be considered stands in an equivalent position in relation to the Contractor or Relevant Subcontractor as a person within paragraph (1) to (4);
- (6) any person with the right to exercise, or who actually exercises, significant influence or control over the Contractor or Relevant Subcontractor;
- (7) any person over which the Contractor or Relevant Subcontractor has the right to exercise, or actually exercises, significant influence or control;

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. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

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.

Covered Procurement shall have the same meaning as in section 1 of the Procurement Act 2023;

Debarment List means the list of debarred suppliers kept by a Minister of the Crown pursuant to section 62 of the Act;

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;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Issued Property means any item of Government Furnished Assets (GFA), including any material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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.

Mixture means a mixture or solution composed of two or more substances;

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;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Relevant Subcontractor means a Subcontractor about which information was sought by the Authority during the procurement of this Contract on whether:

- (1) the Contractor intended to Subcontract the performance of all or any part of this Contract;
- (2) any intended Subcontractor was on the Debarment List;

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication, being information which is either:

(1) exempt from disclosure (in the Authority's sole determination) in accordance with Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR); or

(2) information which has been notified to the Authority by the Contractor under a Covered Procurement as sensitive commercial information and the Authority determines (in its sole discretion) that such information:

(a) constitutes a trade secret; or

(b) would be likely to prejudice the commercial interests of the Contractor if it were published or disclosed,

and there is an overriding public interest in withholding its publication; or

(3) information which is exempt from disclosure on national security grounds;

Subcontractor means any Subcontractor engaged by the Contractor or by any other Subcontractor of the Contractor at any level of subcontracting to provide any goods, works of

services required by the Contractor to provide the whole or any part of the Contractor Deliverables under this Contract and 'Subcontract' shall be interpreted accordingly;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except any Sensitive Information.

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 or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- 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. Notwithstanding any other condition of this Contract, including 531 (SC1), the Contractor agrees that the Authority may publish the Transparency Information to the general public. .

- b. The Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information. Where the Authority publishes Transparency Information, it shall redact any Sensitive Information and, where reasonably practicable, consult with the Contractor on the proposed redactions prior to publication.
- d. The Authority shall present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.
- e. The parties agree that they will not disclose information in relation to this Contract in contravention of their obligations under data protection legislation. In this clause, "data protection legislation" has the same meaning as in the Data Protection Act 2018.

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 the recipient's Business Day and otherwise on the first Business Day of the recipient immediately 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.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt,

award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 21, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):

- (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
- (2) DEFCON 90 - including copyright material supplied under Clause 5;
- (3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;

e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.

f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

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 Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. 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 contain hazardous Substances, Mixtures or Articles; and
- (2) for each Substance, Mixture or Article supplied in meeting the criteria of

classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);

(3) where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and

(4) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.

c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:

(1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and

(2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.

d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:

(1) activity; and

(2) the substance and form (including any isotope).

f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.

g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Condition 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 18.

h. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

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 within a reasonable time 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)

- a. 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).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. 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).
- c. 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.

13 Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.

f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:

- (1) confirmation of the tax status of any Plastic Packaging Component;
- (2) documents to confirm that PPT has been properly accounted for;
- (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
- (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.

g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.

h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.

i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14 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. Any additional meetings reasonably required shall be at no cost to the Authority.

15 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15.b 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 15.a, the Authority will consider and verify that invoice without undue delay.

c. The Authority shall pay the Contractor any sums due to be paid under the invoice before the end of the period of 30 days beginning with the day on which a valid and undisputed invoice is received by the Authority in respect of the sum or, if later, the day on which the payment falls due in accordance with the invoice.

d. Where the Authority fails to comply with Clause 15.b 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 15.c 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.

16 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 16.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.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

17 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 17.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 17.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.

18 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

19 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.

20 Limitation of Contractor's Liability

a. Subject to Clause 20.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.

21 Debarment List.

The Contractor shall immediately notify the Authority in writing if after the award of this Contract the Contractor, any Connected Person, or any Relevant Subcontractor is, or is likely to be, added to the Debarment List.

b. On receipt of a written notification under Clause 21.a, the Authority may request in writing from the Contractor information in respect of the Contractor (including information relating to any Connected Person where relevant) as it may reasonably require and in reasonable

timescales as determined solely by the Authority.

c. In addition to any other rights and remedies within this Contract, the Authority shall have the right to terminate this Contract where:

(1) the Contractor or a Connected Person of the Contractor has, since the award of this Contract been added to the Debarment List; and/or

(2) any Relevant Subcontractor or a Connected Person of the Relevant Subcontractor has, since the award of this Contract, been added to the Debarment List.

d. Where the Authority intends to terminate pursuant to Clause 21.c.(2) the Authority shall permit the Contractor, within a reasonable timescale (such timescale to be determined solely by the Authority), to either:

(1) replace the Relevant Subcontractor; or

(2) terminate their Subcontract with the Relevant Subcontractor.

e. Where the Contractor, a Connected Person of the Contractor, a Relevant Subcontractor or a Connected Person of the Relevant Subcontractor has been added to the Debarment List, this will constitute a material breach of this Contract and termination shall be in accordance with Condition 18.

f. The Contractor shall not Subcontract (and shall procure that none of their Subcontractors shall Subcontract) any part of this Contract to a supplier whose name appears on the Debarment List, without the prior written consent of the Authority. If the Contractor or any of their Subcontractors enter into a Subcontract with a supplier whose name appears on the Debarment List, without prior approval, this shall constitute a material breach of this Contract.

22The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 076 (SC1)

DEFCON 76 (SC1) (Edn. 11/22) - Contractor's Personnel At Government Establishments

DEFCON 503 (SC1)

DEFCON 503 (SC1) (Edn. 06/22) - Formal Amendments to the Contract

DEFCON 528 (SC1)

DEFCON 528 (SC1) (Edn 10/24) - Import and Export Licences

DEFCON 531 (SC1)

DEFCON 531 (SC1) (Edn. 09/21) - Disclosure of Information

DEFCON 532A (SC1)

DEFCON 532A (SC1) (Edn. 05/22) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534

DEFCON 534 (Edn 02/25) - Subcontracting and Prompt Payment

DEFCON 537

DEFCON 537 (Edn 12/21) - Rights of Third Parties

DEFCON 538

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

DEFCON 658

DEFCON 658 (SC1) (Edn 10/22) – Cyber

*Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138.

23 The special conditions that apply to this Contract are:**23.1 Russian and Belarusian Exclusion Condition for Inclusion in Contracts**

1. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the

Authority's consideration.

4. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

23.2 Options

23.2.1 In addition to the initial term of the Contract detailed at Schedule 3 of the Contract, the Contractor hereby grants to the Authority the following irrevocable options.

a. In accordance with items 1 and 2 at Schedule 2 Schedule of Requirement the Authority may extend the duration of this Contract via two additional years via enactment of two separate one-year option beyond the contract expiry date in Schedule 3.

23.2.2 The option price is as detailed within Schedule 2 Annex B Pricing Schedule to this contract is a firm price.

23.2.3 The Authority shall provide the Contractor with 30 days' notice before expiry of the Contract of its intent to activate the option set out within Schedule 2.

23.2.4. The Authority shall have the right to exercise the option within the Contract Period or within such further period as corresponds to the aggregate of any period(s):

a. of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event or,

b. for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

23.2.5 The Authority shall not be obliged to exercise the options.

23.3 Limit of Liability

23.3.1 The total amount to be paid by the Authority to the Contractor under the Contract shall not, without the approval in writing of the Authority, exceed the Limit of Liability in Schedule 2 Statement of Requirements. The Limitation of Liability is Exclusive of VAT. If at any time the Contractor considers that the Contract cannot be completed for this sum it shall immediately inform the Authority.

23.3.2 The limit of liability set out at Schedule 2 is not a guarantee of work, any work completed by the Contractor shall be charged to the Authority in accordance with the rates set out at Annex B to Schedule 2 Pricing Schedule.

23.3.3 The Pricing set out at Annex B to Schedule 2 Pricing Schedule are inclusive of Travel and Subsistence, the Authority will not be liable for any further costs other than those stated within Schedule 2 Pricing Schedule.

24 The processes that apply to this Contract are:

Not used.

General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Payment Terms

Please refer to SC1B Terms and Conditions.

Special Indemnity Conditions

Not applicable.

Quality Assurance Conditions

No Specific QMS

No Specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming Products under this Contract.

Offer and Acceptance

Offer and Acceptance

Contract 714515451 for the Provision of Equine Dentistry For Military Working Horses

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor:

Name and Title	REDACTED
Signature	REDACTED
Date	

For and on behalf of the Secretary of State for Defence:

Name and Title	REDACTED
Signature	REDACTED
Date	

SC1B Schedules

Schedule 1 - Additional Definitions of Contract

[Insert Additional Definitions if required]

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SC1B - Schedule 2 - Schedule of Requirements (PA23)

Contractor Deliverables									
Item No	MOD Stock Ref. No	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Price (£) Ex VAT	
								Per Item	Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
1			Annex A to Schedule 2, Statement of Requirement						(Total approximate value of contract over term) based 400 MWH)
2			Annex B to Schedule 2, Pricing Schedule						
								Total Price	(Total approximate value of contract over term) based 400 MWH)

Item Number	Consignee Address (XY code only)

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Annex A to Schedule 2 – Statement of Requirements

STATEMENT OF USER REQUIREMENT

1. **Title: EQUINE DENTISTRY SERVICES**
2. **Customer Sponsor:** Headquarters London District.
3. **User(s):**
 - a. **Primary:**
 - (1) The Household Cavalry Mounted Regiment (HCMR).
 - (2) The King's Troop Royal Horse Artillery (KTRHA).
 - b. **Secondary:**
 - (1) The Household Cavalry Training Wing (HCTW).
 - (2) The Royal Military Academy Sandhurst (RMAS).

Background

4. **Purpose:**
 - a. **HCMR.** HCMR is His Majesty The King's official bodyguard. Its primary duties are to mount the King's Life Guard on Horse Guards Parade, the ceremonial entrance to Buckingham Palace; and to provide a mounted escort to the Sovereign during occasions of state. It includes the Mounted Band of the Household Cavalry.
 - b. **KTRHA.** KTRHA is His Majesty The King's mounted ceremonial saluting battery. Its primary duty is the firing of royal gun salutes to mark occasions of state including royal births, birthdays and anniversaries; state openings of Parliament; state visits; and state funerals.
 - c. **HCTW.** HCTW trains horses and personnel for HCMR.
 - d. **RMAS.** RMAS trains Officers for the Army.
5. **Horses:**
 - a. **HCMR and HCTW.** HCMR and HCTW are established to hold a combined herd of 276 Military Working Horses (MWH), plus a fluctuating number of remounts. The herd comprises:
 - (1) **Troopers and Trumpeters.** The majority of HCMR's MWHs are Troopers and Trumpeters. These are typically Irish Draughts or Sport

Horses, selected and trained to be well mannered and steady, and to carry weight. They have no less than nine inches of bone. Troopers are black and 16.2-17.3 hands high. Trumpeters are light grey or grey and 16.1 to 17 hands high. Horses of both classifications enter service at four to seven years of age, and the oldest currently in service are 26 years old.

(2)**Chargers.** There are 22 officers' chargers. They are good quality Irish Sport Horses, no less than 16.3 hands high, and are selected for their manner and presence. HCMR also maintains a herd of 21 chargers for Headquarters The Household Division.

(3)**Drum Horses.** HCMR's four Drum Horses are Shires or Clydesdales that each carry a pair of solid silver kettledrums and drummer, with a combined weight of approximately 200kg.

b. **KTRHA.** KTRHA is established to hold a herd of 108 fully trained MWHs, plus a fluctuating number of remounts, which are younger horses in various stages of training. The herd comprises:

(1)**Lines Horses.** 96 lines horses draw original First World War 13-pounder guns in teams of three pairs. Each gun weighs approximately 1.5 tonnes, and three Mounted Gunners drive each team, riding postilion on the nearside horses. Lines horses are of traditional Irish hunting stamp, each with no less than nine inches of bone. They enter service at four to seven years of age, are worked hard six days a week, and the oldest currently in service are 17 years old. All are trained to ride and drive. In addition to their ceremonial work, lines horses race, hunt and compete in show jumping, dressage, cross-country, and military skill-at-arms such as tent pegging. Lines horses are further sub-divided as follows:

(a) **Leaders.** Leaders work at the fore of the team, are 15.3 to 16 hands high, and tend to be of a finer galloping stamp.

(b) **Wheelers.** Wheelers work at the rear of the team and slow or stop the gun by breeching. They are 15.1 to 15.3 hands high and tend to be shorter-coupled with strong hindquarters and hocks.

(2)**Chargers.** KTRHA's 12 chargers are similar to the HCMR chargers described above, but with a minimum height of 17 hands. Chargers are only ridden, never driven.

c. **RMA.** RMA keeps a small herd of 10 chargers, similar to those previously described, which it uses for basic equitation training, and during the Sovereign's Parade that takes place at the culmination of each commissioning course.

6. **Dental injury and disease.** MWHs are well cared for, but dental injury and disease are commonplace. Grazing is limited. Though work is underway to modernise the livery and provide more options to suit individual MWHs, the bits currently used on parade are universal and relatively severe. In addition to mounted duties, the

Officers and Soldiers are also required to maintain and fulfil deployable operational roles. These competing priorities inevitably result in a more variable standard of equitation amongst personnel than might be expected at other professional yards. Personnel ride with one hand on the reins when carrying a drawn sword, riding postilion, or playing a musical instrument. Some musicians are required to ride with foot reins.

7. **Veterinary Departments.** The HCMR and KTRHA Veterinary Departments promote and protect the health, welfare and operational effectiveness of MWHs through primary, emergency and critical care; nutrition; dentistry; infectious disease prevention; rehabilitation; and the management of referrals. It advises the Chain of Command on matters of MWH selection, husbandry, employment and retirement; and educates and develops personnel. It is supported in its role by a team of military Farriers, Saddlers and Equitation Instructors, and by externally contracted paraprofessionals such as Nutritionists, Dentists and Physiotherapists.

Requirement

8. The provision of equine dentistry services to users, for up to 400 MWHs, in close collaboration with the Veterinary Departments to:

- (a) Examine MWHs' oral cavities, dentition, and associated structures on an annual basis, or more frequently according to each patient's individual needs.
- (b) Balance dental arcades and reduce sharp points on an annual basis, or more frequently according to each patient's individual needs.
- (c) Identify, investigate and treat any abnormalities, including but not limited to fractures, diastemata, and cavities.

9. Visits are to be made at regular intervals throughout the year to each unit approximately 10 times per year.

Specification

10. All providers must:

- a. Be Veterinary Surgeons registered with the Royal College of Veterinary Surgeons, or be practicing under the supervision of a Veterinary Surgeon.
- b. Protect client confidentiality.
- c. Pass Counter Terrorist Check security vetting.
- d. Adhere to the Veterinary Surgeons Act 1966.
- e. Hold suitable and adequate professional indemnity, employers' and third party liability, and personal accident insurance.
- f. Provide and suitably maintain their own equipment.

g. Submit routine dental charts, surgical reports and aftercare plans for inclusion in the patients' records.

11. Each visit will be to one of the following user locations:

- a. Hyde Park Barracks, Knightsbridge, LONDON SW7 1SE.
- b. King George VI Lines, Repository Road, WOOLWICH SE18 4BB.
- c. Combermere Barracks, St Leonard's Road, WINDSOR SL4 3DN.
- d. Royal Military Academy Sandhurst, Haig Road, CAMBERLEY GU15 4PQ.
- e. Remount Barracks, Asfordby Road, MELTON MOWBRAY LE13 0HX.
- f. Lakeside Equestrian Centre, Fifield Lane, Winkfield, WINDSOR SL4 4QA.
- g. Wellington Barracks, Birdcage Walk, LONDON SW1E 6HQ.
- h. The Regent's Park Barracks, Albany Street, LONDON NW1 4AN.

12. The Ministry of Defence reserves the right to terminate the services of any provider in the event that any Veterinary Officer has any concerns regarding the standard of that individual's professional conduct, the quality of clinical care they administer, the welfare of their patients or any breach of client confidentiality.

Demanding Authority

13. Regimental Veterinary Officer HCMR.

D J McRink
Major

Annex B to Schedule 2 Pricing Schedule

Item Number	Description	Price per MWH ex VAT 2025	Price per MWH ex VAT 2026	Price per MWH ex VAT 2027	Price per MWH ex VAT 2028 (Option Year 1)	Price per MWH ex VAT 2029 (Option Year 2)
1	Provision of routine dental examinations at each of the locations listed in the Statement of Requirement (SOR), Schedule 3 for a population of approx. 400 MWH	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
2	Provision of Dental Plans for each MWH and review at each treatment session	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
3	Provision of advanced dental care to any of the MWH who require treatment, as identified at examination, as follows:					
3(a)	Extraction of teeth or dental fragments with negligible periodontal attachment	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
3(b)	The removal of erupted, non-displaced wolf teeth in the upper or lower jaw under direct and continuous veterinary supervision	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
3(c)	Palliative rasping of fractured and adjacent teeth	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED

N.B Prices should be Firm and inclusive of travel costs

SC1B - Schedule 3-Contract Data Sheet (PA23)

Contract Period	<p>Effective date of Contract:02 July 2025</p> <p>The Contract expiry date shall be:</p> <p>Year 1: 02 July 2025 - 30 June 2026 Year 2: 01 July 2026 – 30 June 2027 Year 3: 01 July 2027 – 30 June 2028 Year 4 (Option): 01 July 2028 – 30 June 2029 Year 5 (Option): 01 July 2029 – 30 June 2030</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Army Headquarters, Ramillies Bldg, Marlborough Lines, Monxton Road Andover, Hants, SP11 8HJ</p> <p>Contractor:</p> <p>The Equine Dental Clinic Ltd, Glebe Farm, Parsonage Lane, Wimborne St Giles, BH21 5NR</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract? (delete as appropriate)</p> <p>No</p>
Clause 9 – Supply of Data for Hazardous Substance, Articles and Materials in Contractor Materials	<p>A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) (SDS) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>The Authority's Representative (Commercial)</p> <p>by the following date:N/A</p> <p>So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format.</p>

	<p>(1) Hard copies to be sent to:</p> <p>Hazardous Stores Information System (HSIS)</p> <p>Spruce 2C, #1260</p> <p>MOD Abbey Wood (South)</p> <p>Bristol, BS34 8JH</p> <p>(2) Emails to be sent to:</p> <p>DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk</p> <p>SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for Ordnance, Munitions or Explosives (OME) are not to be sent to HSIS and must be held by the respective Authority Delivery Team.:</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor No</p> <p>Special Instructions:</p> <p>Not Applicable</p> <p>Collected by the Authority No</p> <p>Special Instructions (including consignor address if different from Contractor's registered address):</p> <p>Not Applicable</p>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>Not applicable</p>
Clause 14 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Planned dental work and review of any additional care requirements, outcome of dental work</p> <p>Frequency: Monthly</p> <p>Location: Virtual</p>

Clause 14 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: Not Applicable</p> <p>Frequency: Not Applicable</p> <p>Method of Delivery: Not Applicable</p> <p>Delivery Address: Not Applicable</p>
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SC1B - Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) - PA23SC1B - Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5) - PA23

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 714515451
<p>Description of Contractor's Sensitive Information:</p> <ol style="list-style-type: none"> 1. Detailed unit pricing and total pricing information 2. Clinical service delivery model and operational methodology 3. Intellectual property governance and licensing position 4. Details of mobile app development for clinical case management
<p>Cross Reference(s) to location of Sensitive Information:</p> <ol style="list-style-type: none"> 1. Schedule 2 Annex B Pricing Schedule 2. Section 2.1.2 – Technical Envelope 3. Section 2.13.1 4. Section 2.1.2 and Communication / Innovation references
<p>Explanation of Sensitivity:</p> <ol style="list-style-type: none"> 1. Contains commercially sensitive pricing structures and margins 2. Describes proprietary staffing, treatment protocols, and logistics 3. Outlines internal IP policy and position on data access / licensing 4. Describes a product not yet launched; currently in development
<p>Details of potential harm resulting from disclosure:</p> <ol style="list-style-type: none"> 1. Competitors could undercut or replicate pricing strategy 2. Disclosure would undermine competitive positioning and offer advantage to rival practices 3. Could expose internal IP strategy to competitors 4. Premature disclosure could compromise product launch, market position or IP value

Period of Confidence (if applicable):

1. 5 years
2. 3 years
3. 3 years
4. 2 years

Contact Details for Transparency / Freedom of Information matters:

Name: Christopher J Pearce

Position: Director, EDC

Address: Equine Dental Clinic Ltd, Glebe Farm, Wimborne St Giles, Dorset BH21 5NR

Telephone Number: 01258 841191

Email Address: chris@equinedentalclinic.co.uk

Schedule 5 - Notification of IPR restrictions (IAW Clause 7)

Ministry of Defence

DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1. <u>ITT / Contract Number</u>				
2. <u>ID #</u>	3. <u>Unique Technical Data</u> <u>Reference Number / Label</u>	4. <u>Unique Article(s)</u> <u>Identification Number / Label</u>	5. <u>Statement</u> <u>Describing IPR Restriction</u>	6. <u>Ownership of the</u> <u>Intellectual Property Rights</u>
1	N/A not used.			
2				
3				
4				
5				
6				
7				

8				
9				
10				

Please continue on additional sheets where necessary.

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

N/A not used

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Tom Shields

Address: Army Headquarters, Ramillies Bldg,
Marlborough Lines, Monxton Road, Andover,
Hants, SP11 8HJ

Email: tom.shields102@mod.gov.uk

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8. Public Accounting Authority

1. Returns under DEFCON 694 should be uploaded to Government Furnished Equipment Industry Portal - <https://assetmgmt.desdigital.mod.uk>
2. Stock Certificates under DEFCON 694 should be returned to DBSFin-FAADMT-AiiTeam@mod.gov.uk
3. For all general queries contact your Delivery Team or DBSFin-FAADMT-AiiTeam@mod.gov.uk
4. For all portal queries contact DESDigital-AAI-Artintel-Support@mod.gov.uk

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

Name: Maggie Talbot

Address: HQ London District, Horse Guards,
Whitehall, London, SW1A 2AX

Email: margaret.talbot103@mod.gov.uk

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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

Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

5. Drawings/Specifications are available from

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>

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.gateway.isg-r.r.mil.uk/index.html> [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.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.

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Negotiation Deliverables

N/A

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Marking of Hazardous Deliverables Condition 9.b	Ensure packaging is marked in accordance with the contract		Supplier Organization
Obligation DEFCON 21 (Edn 06/21) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the		Supplier Organization

	contract.		
Payment Condition 14.c	Payment		Supplier Organization
Marking of Articles Condition 11	Articles to be marked in accordance with the contract.		Supplier Organization
Progress Meetings Condition 13	Attendance at progress meetings in accordance with the contract		Supplier Organization
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Commercial Exploitation Levy - Reminder that Statements of Sales and Auditor Certificate are required annually	Applicable to contracts with Commercial Exploitation Agreements. A reminder to Suppliers that Statements of Sales along with Auditor Certificate are required annually.	01-JAN-2020	Supplier Organization
Closure Activity - Assets on MoD Property	Contractor assets on MOD property dealt with in accordance with the contract		Supplier Organization