

MINISTRY OF DEFENCE

Contract No: **RT/COM/...** *(to be quoted on all correspondence)*

Contractor's Address:

Issued with covering letter on: *(date to be inserted on award)*

SCHEDULE OF REQUIREMENTS
For
GRAND CHALLENGE -
Research Project/Study Title [to be inserted on award]

Item No	Description	Firm Price (excluding VAT)
1	Conduct a Grand Challenge research study and trial for ...[to be inserted on award] ... in accordance with Condition 2 of the Contract	

CONDITIONS OF CONTRACT

The Contract is subject to the terms and conditions detailed overleaf

CONDITIONS OF CONTRACT

1 GENERAL CONDITIONS

The DEFCONs applicable to this Contract are as detailed at Annex A.

2 PERFORMANCE

All work under the contract shall be carried out in accordance with the Contractor's proposal reference ... *[to be inserted on award]*... dated ... *[to be inserted on award]* ... and shall be to the satisfaction of the MoD Project Manager (see Box 2 of the Appendix to Contract).

3 PRICE

The price payable under the Contract for all work performed under Item No 1 shall be as shown in the Schedule of Requirements and shall be Firm (non-variable).

4 DURATION

All work under the Contract shall be completed by..... *[date to be inserted on award]*

5 PAYMENT

5.1 Payment against Item 1 of the Contract shall be payable on completion of all work under the Contract.

5.2 The Contractor's claim for payment shall be made on MoD form AG 173 (see Annex D) and shall be submitted to the Authority's Project Manager (see Box 2 of the Appendix to Contract) for certification, following which it will be returned to the Contractor for onward transmission to DBA Bills for payment purposes.

6 TECHNICAL PUBLICATIONS

6.1 The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication delivered under the Contract or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates.

6.2 For the avoidance of doubt, the term "technical publication" in this context means equipment support publications such as handbooks, user guides, user manuals, repair and maintenance manuals and the like.

7 PROGRESS MEETINGS, PRESENTATIONS AND REPORTS

The requirements are set out in Annex B.

8 DOCUMENTS, DRAWINGS AND INFORMATION

8.1 All documents and drawings in whatever medium, delivered in accordance with the Contract shall, subject to the provisions of DEFCON 705, become the property of the Authority to make such use of as the Authority may require.

8.2 The Contractor shall complete and deliver all documentation, including forms, etc., in accordance with the date specified for completion of such events. The comments of the Authority on any documentation prepared by the Contractor, or his sub-contractor(s) shall not relieve the Contractor of his responsibilities under the Contract nor shall they be interpreted as "Approval".

9 SUB-CONTRACTS

9.1 The Contractor shall not place any sub-contract or order involving the creation of Foreground Technical Information and Foreground IPR (as defined in DEFCON 705) under the Contract without the prior approval of the Commercial Officer (see Box 1 of Appendix to Contract) or his authorised representative. The Contractor shall not enter into any commitment in relation to such work until the sub-contractor has entered into an agreement with the Authority in the form set out in Annex C, where so required by the provisions of DEFCON 705

9.2 Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the sub-contractor. If in any circumstances, the Contractor is unable to comply with this Condition he shall report the matter to the Contracts Branch and await further instruction before placing the sub-contract or order.

9.3 For avoidance of doubt, this Agreement will be required when a sub-contractor is to retain ownership of the IP generated under the sub-contract. It will not be required where the prime contractor will acquire sole ownership of the IP generated under the sub-contract. The Authority does not wish to mandate the ownership of IP between the contract/sub-contract parties.

10. GOVERNMENT FURNISHED EQUIPMENT/INFORMATION/ASSETS

10.1 Government owned Equipment/Information/Assets are to be made available to the Contractor in aid of work under the Contract. All such Equipment/Information/Assets will be issued by (or through) the Authority's Project Manager.

10.2 Details of the Government Furnished Equipment/Information/Assets subject to this Condition are as detailed at Annex E, together with the required by date, duration of loan and terms of loan (i.e. contract loan/embodiment loan/ordinary loan). These items are subject to the provisions of Defcons 601, 611 and 694.

**APPENDIX TO CONTRACT NO RT/COM/...
Addresses and Other Information**

1. Commercial Officer RT Com ... , Research Acquisition Organisation (RAO), HG7, Hackett Building , Defence Academy Shrivensham, Wiltshire SN6 8LA ☎ +44 01793 31**** Fax +44 01793 314092 Email: ****		8. Public Accounting Authority (for Government owned stores issued or to be held by the Contractor) Ministry of Defence PFG/Asset Accounting Centre (AAC), West Point, 12 th Floor , 501 Chester Road ☎ 0161-908-3001 Old Trafford, Manchester Fax 0161-908-3000 M16 9HU			
2. Project Manager, Equipment Support Manager or IPT Leader (from whom technical information is available) RD...., Hackett/Trenchard Building, Shrivensham, Swindon, Wiltshire, SN8 6JU ☎ +44 01793 31**** Fax +44 01793 31**** Email: ****		9. Consignment Instructions The items are to be consigned as follows: As Box 2			
3. Packaging Approving Authority		10. Transport. The appropriate Ministry of Defence Transport Offices are: A. AIR Air Freight Centre, DTMA, Building 400, DLO Andover, Monxton Road, Andover, Hants, SP11 8HJ. ☎ 01264 38 1564 for exports ☎ 01264 38 1564 for imports Fax 01264 38 1598 B. SURFACE Surface Freight Centre, DTMA, Building 400, DLO Andover, Monxton Road, Andover, Hants SP11 8HJ ☎ 01264 38 1619 for UK Ex-Works contracts Fax 01264 38 1611 (Ex-Works) ☎ 01264 38 1605 for IMPORTS ☎ 01264 38 1602 for EXPORTS Fax 01264 38 1643 (Imports and Exports)			
4. (a) Supply/Support Management Branch or JIGSAW Order Manager: Tel No: (b) U.I.N. D...		11. Bill Paying Branch (see Note 2) Ministry of Defence ☎ 0151-237-6500 Defence Bills Agency - DBA Mersey House, Drury Lane Fax: 0151-242-2197 Liverpool, L2 7PX Website is: www.defencebills.gov.uk			
5. Drawings/Specifications are available from		12. Forms and Documentation are available from *: Ministry of Defence, Defence Storage & Distribution Centre (DSDC) DSDC(L)/6a2 Mwrwg Road LLANGENNECH, Llanelli, Carmarthenshire SA14 8YP A self-addressed label should be sent with each application			
6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to (where no address is shown the mauve copy should be destroyed)		NOTES 1. VAT. (Where DEFCON 513 applies). The Contractor is responsible for the determination of VAT liability. The Contractor should consult his local VAT office (and not the Commercial Officer) in cases of doubt. The Contractor should notify the Commercial Officer of his VAT liability under the Contract. 2. Forms. All contract forms, including MOD Form 640, AG Forms 169 and 173, are available from the address shown at Box 12. 3.* Many DEFCONs and DEFFORMs can also be obtained from the DGC Internet Website, www.dgcom.mod.uk			
7. Quality Assurance Representative As Box 2 In addition to the General Conditions, the following Quality Assurance requirements apply:- AQAPS and DEF STANs are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self-addressed label should be sent with each application. Website is: www.dstan.mod.uk					
For Official use Only	Recoverable	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Finance Branch	RT Fin, Hackett Building RAO, Shrivensham SN6 8LA
Issue of Government Property		YES <input type="checkbox"/>	NO <input type="checkbox"/>	LH No/Project N	
VAT Contractor - Country of Origin (delete those not applicable)				Requisition No	
<input type="checkbox"/> UK	<input type="checkbox"/> Overseas (non-EU Country)	<input type="checkbox"/> Overseas (EU Country)		Project Management/Procurement Branch Reference	
If EU specify country:	<input type="text"/>			Place of Manufacture	
Outside the scope	<input type="checkbox"/>	Item Nos	<input type="text"/>	Place of Packaging	
Exempt	<input type="checkbox"/>	Item Nos	<input type="text"/>		
Taxable - Zero Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>	Contractor's Tel No	
Taxable - Standard Rate	<input type="checkbox"/>	Item Nos	<input type="text"/>	Contractor's Fax No	
(where contract is with an overseas contractor RP (FIN) VAT guidance Note No 3 should be consulted)					

ANNEX A TO CONTRACT NO RT/COM/....

The following DEFCONs shall apply to the Contract:

- DEFCON 76 (Edn 10/04) - Contractor's Personnel at Government Establishments
- DEFCON 92 (Edn 08/90) - Failure of Performance
- DEFCON 127 (Edn 10/04) - Price Fixing Condition for Contracts of Lesser Value
- DEFCON 501 (Edn 04/04) - Definitions and Interpretations
- DEFCON 502 (Edn 09/97) - Specifications
- DEFCON 503 (Edn 07/05) - Amendments to Contract
- DEFCON 507 (Edn 10/98) - Delivery
- DEFCON 509 (Edn 09/97) - Recovery of Sums Due
- DEFCON 513 (Edn 09/97) - Value Added Tax
- DEFCON 515 (Edn 10/04) - Bankruptcy and Insolvency
- DEFCON 516 (Edn 06/04) - Racial Discrimination
- DEFCON 518 (Edn 09/97) - Transfer
- DEFCON 520 (Edn 07/05) - Corrupt Gifts and Payments of Commission
- DEFCON 521 (Edn 10/04) - Subcontracting to Supported Employment Enterprises
- DEFCON 522 (Edn 07/99) - Payment
- DEFCON 523 (Edn 03/99) - Payment of Bills Using the Bankers Automated Clearing Services (BACS) System
- DEFCON 524 (Edn 10/98) - Rejection
- DEFCON 525 (Edn 10/98) - Acceptance
- DEFCON 526 (Edn 08/02) - Notices
- DEFCON 527 (Edn 09/97) - Waiver
- DEFCON 529 (Edn 09/97) - Law (English)
- DEFCON 530 (Edn 07/04) - Dispute Resolution (English Law)
- DEFCON 531 (Edn 05/05) - Disclosure of Information
- DEFCON 534 (Edn 06/97) - Prompt Payment (Sub-Contracts)
- DEFCON 537 (Edn 06/02) - Rights of Third Parties
- DEFCON 538 (Edn 06/02) - Severability
- DEFCON 566 (Edn 04/05) - Change of Control of Contractor
- DEFCON 601 (Edn 10/04) - Redundant Materiel
- DEFCON 604 (Edn 11/04) - Progress Reports
- DEFCON 607 (Edn 11/04) - Radio Transmissions
- DEFCON 608 (Edn 10/98) - Access and Facilities to be Provided by the Contractor

- DEFCON 609 (Edn 10/98) - Contractor's Records
- DEFCON 611 (Edn 06/06) - Issued Property
- DEFCON 619A (Edn 09/97) - Customs Duty Drawback
- DEFCON 621B (Edn 10/04) - Transport (if the Contractor is responsible for transport)
- DEFCON 632 (Edn 10/04) - Third Party Intellectual Property Rights – Commercial and Non-Commercial Articles and Services
- DEFCON 642 (Edn 06/97) - Progress Meetings
- DEFCON 656 (Edn 03/06) - Break
- DEFCON 694 (Edn 06/06) - Accounting for Property of the Authority
- DEFCON 705 (Edn 11/02) - Intellectual Property Rights – Research and Technology

Note: For the purposes of DEFCONs 76, 530, 531, 607, 621B, 632 and 705, Clause 6 of DEFCON 501 (Edn 04/04) shall not apply. The processes described and documents required by these conditions are to be conducted or transmitted manually (i.e. not electronically) or as otherwise detailed in the Contract.

ANNEX B TO CONTRACT NO RT/COM/...

GRAND CHALLENGE

PROGRESS MEETINGS, VISITS, PRE-QUALIFICATION, PRESENTATIONS & REPORTS AND FINAL DEMONSTRATION

1. Site Visit The Contractor shall participate in a visit to the team location in the UK. This will be a one day visit by members of the MoD Project Team and Judges Panel. This visit will focus on technical progress, schedule/budget issues, risk management and health & safety issues for operation of the system at the Final Demonstration. Appropriate presentations to meet these subjects are expected. The meetings shall be held at mutually convenient dates as indicated in the Contractor's Proposal. The Contractor shall be responsible for arranging the visit and notifying arrangements to the MoD Project Manager.
2. Pre-Qualification The Contractor shall submit the proposed system for examination by the Project Team with a view to approval of the system for participation in the Finale at Copehill Down. This examination will focus on Health & Safety to determine the suitability of the system for the Finale. This examination will be one calendar month before the Finale begins. A timetable to rectify any issues identified will be agreed at this point before a final examination is carried out. Any issues that are not rectified to the satisfaction of the MoD Project Team by the first day of the Finale will result in exclusion from participation on the grounds of Health & Safety.
3. Technical Presentation & Report Contractors shall provide a presentation to the MoD Project Team as part of their attendance at the Finale. This presentation is to deliver a description of the system, how it operates and how the team intend to use it to achieve the Grand Challenge Rules. The presentation shall last no longer than 30 minutes. A Report summarising the Teams system shall be provided to the MoD with the following sections:
 - Executive Summary
 - Technical Description
 - System Operation
 - Exploitation Potential
4. Finale Contractors shall participate in the Finale at Copehill Down, or at a location designated by the MoD in the event that Copehill Down is not available, in accordance with the Rules.

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 mutually 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 year first before written

Signed on behalf of
the Sub-Contractor

(in capacity of)

Signed on behalf of
The Secretary of
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

THE SECOND SCHEDULE

The Conditions which apply to this Agreement are:

INTELLECTUAL PROPERTY

- DEFCON 531 (Edn 05/05) - Disclosure of Information
- DEFCON 632 (Edn 10/04) - Third Party Intellectual Property Rights – Commercial and Non-Commercial Articles and Services
- DEFCON 705 (Edn 11/02) - Intellectual Property Rights – Research and Technology

Except that the aforementioned conditions are amended as follows:

- 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.

ANNEX D TO CONTRACT NO RT/COM/...

RELEVANT FORM DETAILS FOR DEFCON 522 PAYMENT CONDITION

Line Item plus further description if necessary	Relevant Form	Representative of the Authority
Item 1 – on satisfactory completion of all work under the Contract	AG Form 173	<i>RD [name]</i> (see Box 2 of the Appendix to Contract)

Note: All claims for payment shall initially be sent to RAO Finance, HG 8, Hackett Building, Shrivenham, Wiltshire SN6 8JU who will arrange for certification by the representative of the Authority

With regard to paragraph 3 of DEFCON 522, the Contractor shall submit all claims for payment to the Bill Paying Branch using a properly completed DAB Form 10.”

ANNEX E TO CONTRACT NO RT/COM/./...

GOVERNMENT FURNISHED EQUIPMENT/INFORMATION/ASSETS

Item No	Description	Required By Date	Duration of Loan	Terms of Loan (Ordinary/contract/embodiment)
1	Access to and facilities of MoD Copehill Down for the purposes of the reconnaissance visit	TBA [But likely to be shortly after contract award (July 2007)]	One day	Ordinary Loan
2	Access to and facilities of MoD Copehill Down for the purposes of the Grand Challenge Finale	July 2008 (specific date to be agreed)	For a maximum of 5 days from required by date	Ordinary Loan