

# **Wearable Technology**

ACC Contract No DSTLX [xxx1](#)

Between

[xxx3](#)

and

**Defence Science and Technology Laboratory (Dstl)**

## SCHEDULE OF REQUIREMENTS

Dstl is part of the Ministry of Defence

CONTRACTOR: <span style="color: red;">Xxx</span>	SCHEDULE OF REQUIREMENTS FOR <span style="color: blue;">ACC....</span>	CONTRACT NO: <i>To be quoted on all          correspondence</i>
Issued on: <span style="color: blue;">xxx</span>		

Table I – Schedule Of Requirements			
ITEM No.	Description	QTY	£ (VAT EX)
1	ACC**** - Research and Development into ..... in accordance with Condition 3 of the Contract terms and conditions		
	TOTAL FIRM PRICE IN WORDS		****
These items are more particularly described in the ACC proposal.			

\* Note: to price per quantity shown in Table I

Table II – Duration of Contract			
ITEM No.	Commencement Date	Completion Date	Conditions of Contract
All	<span style="color: blue;">xxx13</span>	<span style="color: blue;">xxx13</span>	This Contract comprises of the following: Schedule of Requirements (this document) Section 1 General Conditions (DEFCONS) Section 2 – Special Conditions Annexes Appendix

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## SECTION 1 – GENERAL CONDITIONS

The following Defence Conditions ([DEFCONS](#)) shall apply to this Contract:

<b>DEFCON 23</b>	Edn 08/09	Special Jigs, Tooling and Test Equipment
<b>DEFCON 68</b>	Edn 02/17	Supply of Data for Hazardous Articles
<b>DEFCON 76</b>	Edn 12/06	Contractor's Personnel at Government Establishments
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<b>DEFCON 501</b>	Edn 11/17	Definitions And Interpretations
<b>DEFCON 502</b>	Edn 05/17	Specifications Changes
<b>DEFCON 503</b>	Edn 12/14	Formal Amendments To Contract Note: For the purpose of agreement amendments to the Contract, Dstl Commercial Services is the Authority's duly authorised representative.
<b>DEFCON 507</b>	Edn 10/18	Delivery
<b>DEFCON 513</b>	Edn 11/16	Value Added Tax
<b>DEFCON 514</b>	Edn 08/15	Material Breach
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<b>DEFCON 515</b>	Edn 02/17	Bankruptcy And Insolvency
<b>DEFCON 516</b>	Edn 04/12	Equality
<b>DEFCON 518</b>	Edn 02/17	Transfer Any request by the Contractor to transfer or novate the Contract shall be made in writing to the following address and copied to Dstl Commercial Services: DES Comrcl CS-CNS Supplier Relations Team Poplar 1#2119 Abbey Wood Bristol BS34 8JH
<b>DEFCON 520</b>	Edn 05/18	Corrupt Gifts and Payments of Commission
<b>DEFCON 524</b>	Edn 10/98	Rejection
<b>DEFCON 525</b>	Edn 10/98	Acceptance For the Purposes of this Contract the period for acceptance and rejection of deliverables shall be 30 days.

<b>DEFCON 526</b>	Edn 08/02	Notices
<b>DEFCON 527</b>	Edn 09/97	Waiver
<b>DEFCON 528</b>	Edn 07/17	Overseas Expenditure And Import Licences Note: The Contractor shall provide the information required under DEFCON 528 to Dstl Commercial Services within one month of the Commencement Date.
<b>DEFCON 529</b>	Edn 09/97	Law (English)
<b>DEFCON 530</b>	Edn 12/14	Dispute Resolution (English Law)
<b>DEFCON 531</b>	Edn 11/14	Disclosure of Information
<b>DEFCON 532B</b>	Edn 05/18	Protection of Personal Data
<b>DEFCON 534</b>	Edn 06/17	Prompt Payment (Subcontracts)
<b>DEFCON 537</b>	Edn 06/02	Rights of Third Parties
<b>DEFCON 538</b>	Edn 06/02	Severability
<b>DEFCON 539</b>	Edn 08/13	Transparency Note: DEFFORM 539A is at Annex E to the Contract.
<b>DEFCON 550</b>	Edn 02/14	Child Labour and Employment Law
<b>DEFCON 566</b>	Edn 12/18	Change of Control of Contractor Note: In addition to informing the Authority of a material change in control at the address set out in DEFCON 566, the Contractor shall also inform Dstl Commercial Services.
<b>DEFCON 601</b>	Edn 04/14	Redundant Materiel
<b>DEFCON 602B</b>	Edn 12/06	Quality Assurance (Without Quality Plan)
<b>DEFCON 604</b>	Edn 06/14	Progress Reports Note: For the purposes of this Contract, the Contractor is required to submit Monthly Progress Reports via E-Mail to the Dstl Demand Owner
<b>DEFCON 607</b>	Edn 05/08	Radio Transmissions
<b>DEFCON 608</b>	Edn 10/14	Access and Facilities to Be Provided By the Contractor
<b>DEFCON 609</b>	Edn 08/18	Contractor's Records
<b>DEFCON 611</b>	Edn 02/16	Issued Property
<b>DEFCON 619A</b>	Edn 09/97	Customs Duty Drawback
<b>DEFCON 620</b>	Edn 05/17	Contract Change Control Procedure
<b>DEFCON 621B</b>	Edn 10/04	Transport (If Contractor Is Responsible For Transport)

<b>DEFCON 624</b>	Edn 11/13	Use of Asbestos
<b>DEFCON 632</b>	Edn 08/12	Third Party Intellectual Property - Rights and Restrictions
<b>DEFCON 642</b>	Edn 06/14	Progress Meetings
<b>DEFCON 645</b>	Edn 07/99	Export Potential
<b>DEFCON 646</b>	Edn 10/98	Law And Jurisdiction (Foreign Suppliers) Note: This DEFCON only applies to Contracts with Overseas Contractors when some or all work is to be performed outside of the UK.
<b>DEFCON 649</b>	Edn 12/16	Vesting
<b>DEFCON 656A</b>	Edn 08/16	Termination for Convenience – under £5m
<b>DEFCON 694</b>	Edn 07/18	Accounting For Property of the Authority
<b>DEFCON 705</b>	Edn 11/02	Intellectual Property Rights - Research and Technology

## SECTION 2 – SPECIAL CONDITIONS

### 1. Definitions and interpretation

In addition to the definitions set out in DEFCON 501 (Edn 11/17) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Authority”	Means The Secretary of State for Defence acting through the Defence Science and Technology Laboratory (Dstl)
“ACC”	Means the Defence and Security Accelerator which is part of Dstl and funds innovative research that could lead to a cost-effective capability advantage for UK armed forces and national security.
“Commencement Date”	Means the date in Table II of the Schedule of Requirements
“Completion Date”	Means the date in Table II of the Schedule of Requirements;
“Deliverables”	Means the Articles and Services which the Contractor is required to supply under the Contract;
“Dstl Commercial Services”	Means Dstl Commercial Services at the address stated at box 1 of the Appendix to the Contract;
“Dstl Demand Owner”	Means Dstl Demand Owner at the address stated at box 2 of the Appendix to the Contract;
“Interim Payment”	Means a payment as an advance against the total price of the Contract;
“Milestone”	Means the completion of a key stage in the performance of the Contract for which the Contractor is entitled to an Interim Payment;
“Properly Submitted Invoice”	<p>Means an invoice that complies with the applicable HM Revenue &amp; Customs (HMRC) guidance relating to invoices @ <a href="https://www.gov.uk/vat-record-keeping/vat-invoices">https://www.gov.uk/vat-record-keeping/vat-invoices</a></p> <p>An Invoice submitted to Dstl must also: Be sent direct to Accounts Payable at specified address. Identify the customer as Dstl. Contain a valid purchase order number. No more than one purchase order per invoice.</p>
“Software”	<p>Means all or any part of any:</p> <p>Object Code shall mean machine code executable by a data processing system;</p> <p>Source Material shall mean that material, taken individually or in any combination thereof, which is:</p> <p>Source Code, that is to say, a representation of Object Code in or readily translatable into a form suitable for human understanding and transformable into the Object Code;</p> <p>A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation generated by or for the Contractor under the Contract;</p> <p>A representation or identification of the data processing system configuration, computer programs, procedures, rules and associated documentation used to generate the Object Code, but not generated by or for the Contractor under the Contract, when in sufficient detail and</p>

suitable form to permit replication of such data processing system configuration, computer programs, procedures, rules and associated documentation independently of the Contractor;

to the extent necessary to enable modification and testing of the Object Code independently of the Contractor, documentation on the specification, design rules, design, testing, analysis, function, usage and capabilities of the Object Code and any other associated material.

associated user documentation;

anything further specified as Software in the Schedule of Requirements.

'Deliverable Software' shall mean the Software delivered or to be delivered or which forms an integral part of any Article delivered or to be delivered by the Contractor to the Authority in accordance with the requirements of the Contract;

'to modify' shall mean to change or alter whether by means of adaptation, translation, extension, reduction by means of merging with other material, or by any other means, and the words 'modified' and 'modification' shall be construed accordingly;

“Transparency Information” Means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

## **2. Pre-Commercial Procurement (PCP)**

Contracts placed for work arising from a Defence and Security Accelerator (ACC) themed or enduring competition are Pre-Commercial Procurement (PCP) of Research and Development (R&D) Services. PCP is legally compliant procurement process subject to the specific exemptions under Regulation 14 of the Public Contract Regulations 2015 and Regulation 7 of the Defence and Security Public Contract Regulations 2011.

## **3. Performance**

All work under the contract shall be carried out in accordance with the Contractor's proposal reference ACC \*\*\*\*\* *[call details]*. The acceptance of work compliant with the Contract requirements will be undertaken by the Dstl Demand Owner (see Box 2 of the Appendix to Contract – DEFFORM 111).

## **4. Warranties and representations**

4.1. The Contractor warrants and represents that:

4.1.1. it has full capacity and all necessary consents to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;

4.1.2. in entering the Contract it has not committed any fraud;

4.1.3. as at the Commencement Date, all information in the tender submitted during the tender process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;

4.1.4. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

4.1.5. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;



- 4.1.6. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;
- 4.1.7. it owns, has obtained or is able to obtain, valid licences for all intellectual property rights that are necessary for the performance of the Contract;
- 4.1.8. prior to the Commencement Date it has conducted all financial accounting and reporting activities in compliance in all material respects with generally accepted accounting principles that apply to it in any country where it files accounts;
- 4.1.9. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- 4.1.10. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

## **5. Period of Contract**

The period of the Contract shall be from the Commencement Date to the Completion Date as defined in Table II of the Schedule of Requirements. No work shall be carried out after the Completion Date without the prior written approval of Dstl Commercial Services.

## **6. Price and payment**

- 6.1 The price payable under the Contract for all work performed under the Contract shall be as shown in the Schedule of Requirements and shall be Firm (non-variable).
- 6.2 In order to obtain payment the Contractor shall:
  - 6.2.1 submit an invoice to the Dstl Accounts Payable at the address set out in box 5 of the Appendix to the Contract; and
  - 6.2.2 send a PDF copy of the invoice to the Dstl Demand Owner.
  - 6.2.3 Invoices must quote the Contract number, Milestone number and Purchase Order number (where applicable).
- 6.3 The Authority shall pay all properly submitted invoices within 30 days of receipt by Dstl Accounts Payable.
- 6.5 Where the Authority is responsible for arranging all or any part of the transportation of Articles the Authority shall be deemed not to have received the invoice until either:
  - 6.5.1 the consignee has physically received the Articles; or
  - 6.5.2 5 days after the Articles are ready for collection as notified to the Dstl Demand Owner.
- 6.6 Where and to the extent that the debt would otherwise be a "qualifying debt" under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act") "qualifying contractors" may claim simple interest (as defined in the Act) as a contractual remedy. No interest shall be payable for any period of delay attributable to the conduct of the Contractor.

### Payments

- 6.7 Payment shall be made on successful completion of all work and deliverables as listed at Annex C as carried out under the Contract.

OR

6.8 Interim Payments shall be made on the completion of the Milestones detailed with the Deliverables in Annex C.

## **7 Publication, advertising and publicity**

7.1 The Authority encourages the Contractor to publish the results of work conducted in performance of this Contract. The Contractor shall contact the Commercial Officer in writing to formally obtain the Authority's prior written approval before publication, which shall be considered in accordance with Dstl's established procedures, having regard to (at the Authority's absolute discretion) security matters and the protection of the Authority's intellectual property rights, where appropriate. The Contractor shall allow a minimum period of 45 days' notice prior to publication.

7.2 The Contractor shall not by itself, its employees or agents, and shall procure that its sub-contractors do not communicate with any representatives of the press, television, radio or other communications media on any matter concerning the Contract unless the Authority has given its prior written consent or as otherwise required to comply with the law.

## **8 Sub-contracting**

8.1 Sub-contractor shall have the meaning as defined in DEFCON 534.

8.2 The Contractor shall obtain the prior written consent of Dstl Commercial Services before entering into any sub-contracts in connection with the performance of the Contract.

8.3 Where a sub-contract involves the design or development of defence equipment (including Software), the Authority may require the sub-contractor to enter into a direct agreement with the Authority in the form set out in Annex A to the Contract.

8.4 The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any sub-contracts for any part of the Contractor Deliverables.

8.5 In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor's compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

8.6 Where the Contractor enters into any sub-contract for the purpose of the Contract:

8.6.1 In accordance with DEFCON 656A (Termination for Convenience – Under £5M) the Contractor shall include in any sub-contract over £250,000 the right to terminate the sub-contract for convenience.

8.6.2 In accordance with DEFCON 656B (Termination for Convenience – Over £5M) the Contractor shall include in any sub-contract over £250,000 the right to terminate the sub-contract for convenience.

8.6.3 In contracts subject to DEFCON 656A or 656B, the Contractor shall also include in any sub-contract between £50,000 and £250,000 the right to terminate the sub-contract for convenience giving twenty (20) Business Days' notice (or such other notice period as the Authority shall specify in the Contract).

8.6.4 Where the contract does not include either DEFCON 656A or DEFCON 656B, the Contractor shall ensure that it has the right to terminate any sub-contract for convenience giving twenty (20) Business Days' notice (or such other notice period as the Authority shall specify in the Contract).

- 8.7 When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone: 01204 880733) or <http://business.base-uk.org/procurement>.

## 9. Progress Meetings and Reports

- 9.1 For the purposes of the Contract in addition to the provisions of DEFCON 604 and DEFCON 642 progress meetings, progress reports and final reports shall be required as appropriate, to the requirements and acceptance of the Dstl Demand Owner and subject to the following requirements:

9.1.1 All Reports included as Deliverables under the Contract e.g. Progress and/or Final Reports etc. must comply with the Defence Research Reports Specification (DRRS) @ <https://www.gov.uk/guidance/submit-a-report-to-athena> which defines the requirements for the presentation, format and production of scientific and technical reports prepared for MOD.

9.1.2 Interim or Progress Reports: The report should detail, document, and summarise the results of work done during the period covered and shall be in sufficient detail to comprehensively explain the results achieved; substantive performance; a description of current substantive performance and any problems encountered and/or which may exist along with proposed corrective action. An explanation of any difference between planned progress and actual progress, why the differences have occurred, and if behind planned progress what corrective steps are planned.

9.1.3 Final Reports: shall describe the entire work performed under the Contract in sufficient detail to explain comprehensively the work undertaken and results achieved including all relevant technical details of any hardware, software, process or system developed there under. The technical detail shall be sufficient to permit independent reproduction of any such process or system.

9.1.4 The Contractor is to supply, at no additional cost to the Authority, a Minutes Secretary and produce minutes of the meetings if necessary.

The front page of any Minutes produced as a result of any Meeting between the Authority and the Contractor shall state: **“Nothing in these Minutes shall be construed as giving authority to proceed on work beyond that provided in the Contract or vary the terms and conditions of the Contract.”**

9.1.5 Reports shall be signed on the Contractor’s behalf by a person authorised to commit the Contractor.

## 9.2 Marking of Deliverables (Documents)

9.2.1 In accordance with DEFCON 705 there are two categories of Technical Deliverable:

- Full Rights Version
- Limited Rights Version

9.2.2 In accordance with DEFCON 705 there are two categories of Technical Information:

- Full Rights Information
- Limited Rights Information

9.2.3 In accordance with DEFCON 705 the Contractor shall provide a Full Rights Version of each specified Technical Deliverable.

9.2.4 In any instance where the Full Rights Version does not provide all of the Technical Information the Contractor shall also provide a Limited Rights Version containing the balance of deliverable Technical Information.

9.2.5 In accordance with DEFCON 705 clause 17, the Contractor shall mark each Technical Deliverable in such a manner that the ownership of the Intellectual Property Rights and the rights of the Authority under DEFCON 705 are clearly stated. For this purpose the Contractor shall follow the Document Marking Scheme attached at Annex B.

9.2.6 If subcontractor information is to be included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by the Contractor, the name of the subcontractor(s) should be entered in the bracketed fields below in addition to the name of the Contractor.

## **10. Government Furnished Assets**

10.1 The Government Furnished Assets as detailed at Annex D shall be made available to the Contractor by the Authority, free of charge, for the purpose of performing the Contract under the loan terms of either contract embodiment item, contract support item, or contract work item as specified by the Authority. Any such issue shall be in accordance with the provisions of DEFCON 611 and DEFCON 694.

10.2 The Government Furnished Assets provided to the Contractor will be returned on completion of the Contract or disposed of with written consent.

### Government Furnished Information

10.3 The Authority does not give any warranty or undertaking as to the completeness, accuracy or fitness for any purpose of any of the Authority provided information and neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute or otherwise as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind in the Authority provided information.

## **11. Quality Requirements**

The Contractor shall be responsible for the Quality Control and Quality Assurance of all work carried out on the Contract. The necessary control shall be exercised by the Contractor's own Quality organisation to the satisfaction of the Authority.

## **12. Ethical Review**

It shall be a condition of the contract that as certain work must be justified ethically as well as scientifically that the Authority reserves the right to terminate any contract with immediate effect any work which requires mandatory ethical approval to proceed where such approval is not given by the relevant review body.

## **13. Contractors Personnel - Research Workers**

13.1 The Authority accepts the following students, supervisors or other representatives, agents or employees of the Contractor (or any sub-contractor) to work directly on the contract ("Research Workers"):

### ***To be Inserted Prior to Contract Award***

13.2 The Contractor (and any sub-contractor) shall take all reasonable steps to avoid changes in the Research Workers once accepted. Where such a change is necessary, the Contractor shall obtain the prior written consent of the Authority, which shall not be unreasonably withheld.

13.3 Should it be necessary to change the Research Workers assigned to and accepted for the work under the Contract the Contractor shall notify the Authority in writing prior to the personnel starting work on the Contract. A Personal Particulars Form shall be completed for each additional person and sent to the Commercial Services Department (Box 1 of Appendix to Contract). The appropriate Dstl and MOD administrative procedures shall need to have been completed to the satisfaction of the Authority before any additional Contractor's Personnel may start work on this Contract.

13.4 All Research Workers engaged in support of the Contract shall have appropriate qualifications and competence and be in all respects acceptable to the Authority. The Authority reserves the right to reject

any proposed Research Worker(s) whom it considers unsuitable for any reason. The decision of the Authority shall be final and it shall not be obliged to provide any reasons.

- 13.5 The only exception to process described in this condition is when all of the Contractors proposed Research Workers hold a full current SC clearance with no restrictions. In that case, even if the classification of the contract work is below SECRET a Personal Particulars form is not required. The SC provides the Authority with the requisite level of assurance that the individual is who they say they are and is appropriate to work on the contract. The Contractor will be required to provide appropriate evidence to demonstrate to the satisfaction of the Authority that the proposed Research Workers hold a full current SC clearance.

#### **14. Recovery of sums due**

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract, or under any other contract with the Authority, or with any Government Department.

#### **15. Deliverables**

- 15.1 The Contractor shall supply the Deliverables in accordance with the terms of this Contract at the price stated in the Schedule of Requirements.

- 15.2 The Contractor shall ensure that the Deliverables comply with the Statement of Requirements, including any Quality Assurance Requirements stated therein;

15.2.1 ensure that all Articles are of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose expressly or impliedly made known to the Contractor by the Authority;

15.2.2 perform all Services with reasonable care and skill;

15.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Contract;

15.2.4 obtain and at all times maintain all necessary licences and consents and comply with all applicable laws and regulations; and

15.2.5 ensure that all articles are free from defects in design, material and workmanship and remain so for 12 months from putting into service or 18 months from delivery, whichever shall be the shorter.

#### **16. Payment of Bills Using the Bankers Automated Clearing Service (BACS) System**

The Bill Paying Branch shall make payment to the Contractor of all valid claims submitted for payment in accordance with the terms and conditions of the Contract by means of the Bankers Automated Clearing Service (BACS) directly into the Contractor's nominated bank account. To facilitate payment by means of the BACS system, the Contractor shall provide the Bill Paying Branch in advance of the submission of valid claims, if he has not already done so, details of the name and address of his bank, the sort code and account number.

## **17. NOT USED**

## **18. Acceptance Criteria**

- 18.1 Acceptance of a Deliverable or the completion or performance of a Milestone shall be in accordance with the requirements of the Contract.
- 18.2 Upon receipt of the Deliverable, the Authority, in its absolute discretion, shall assess whether the Deliverable has complied with the requirements of the Contract and shall within thirty (30) calendar days confirm one of the following by electronic means:
- 18.2.1 Acceptance of the Deliverable;
  - 18.2.2 Acceptance of the Deliverable but with minor comments. The Authority shall agree resolution of such comments with the Contractor for incorporation in the relevant documents within fourteen (14) calendar days; or
  - 18.2.3 Rejection of the Deliverable confirming reasons why and request that the Contractor re-submit the Deliverable within thirty (30) calendar days or such other timescale as agreed between the Parties.
- 18.3 If the Authority has confirmed receipt of the Deliverable but has not responded within thirty (30) calendar days then the Deliverable shall be deemed to have been accepted by the Authority.
- 18.4 In the event that a Deliverable is not accepted and changes cannot be negotiated and agreed by the Authority's Dstl Demand Owner and the Contractor's Project Manager, the matter shall be raised through the Authority's technical Chain of Command and the Contractor's Managing Director (or his authorised representative) by written notice.
- 18.5 In the event of failure to agree Acceptance, the matter shall be treated as a dispute within the meaning of DEFCON 530.

## **19. Test and Evaluation**

The Contractor shall provide the Authority with all appropriate paperwork, to the requirements and acceptance of the Dstl Demand Owner to support conduct of test and evaluation; including but not limited to:

- (a) Trial Plans;
- (b) Evaluation Plans;
- (c) Risk Assessment;
- (d) Certificates of Insurance;
- (e) OFCOM applications and approvals; and
- (f) CAA applications and approvals

## **20. Ethical Review**

It shall be a condition of the contract that as certain work must be justified ethically as well as scientifically that the Authority reserves the right to terminate any contract with immediate effect any work which requires mandatory ethical approval to proceed where such approval is not given by the relevant review body.

**DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)**

THIS AGREEMENT is made the                      day of 20

BETWEEN

whose registered office is at

(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 [xxx39](#) (hereinafter called "the main contractor") a contract bearing the reference number [xxx40](#) (hereinafter called "the main contract") for [xxx41](#) 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 )

Signed on behalf of  
The Secretary of  
State for Defence

## **THE FIRST SCHEDULE**

The Sub-Contract Items are:-

---

## **THE SECOND SCHEDULE**

The Clauses which apply to this Agreement are:-

### **INTELLECTUAL PROPERTY**

- |                        |   |  |
|------------------------|---|--|
| DEFCON 531 (Edn 11/14) | - | Disclosure of Information  |
| DEFCON 632 (Edn 08/12) | - | 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:

- (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.



**DOCUMENT MARKING SCHEME**

Reports shall comply with the Defence Research Report Specification which is the format standard for Scientific and Technical Reports prepared for the United Kingdom Ministry of Defence and which can be found via [the Athena pages on the GOV.UK website](#).

The front page of Reports shall carry any notices affecting the custody, transmission or distribution of the report and its copyright status. Such notice must be in accordance with the terms of the Contract. The text to be used for the condition of supply statements is included below.

**Reports comprising Technical Information DEFCON 705 (Edn 11/02)**

<p><b>Full Rights Version</b></p> <p>(Mandatory – see Note 1)</p>	<p><b>Limited Rights Version</b></p> <p>(If required to supplement Full Rights Version – see Note 1)</p>
<p><b>Conditions Of Supply – Full Rights</b></p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.</p>	<p><b>Conditions Of Supply – Limited Rights</b></p> <p>This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 11/02) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)</p>

**Notes:**

1. A Full Rights version is required for every deliverable report. An additional Limited Rights version of the report should also be provided in accordance with clause 9 of DEFCON 705 where the Full Rights version does not include all of the required deliverable Technical Information.
2. This must always be the customer's contract number.
3. If subcontractor information is included in reports subject to DEFCON 705 then, unless the IPR in that information is owned by [Supplier name], the text in brackets should be amended in the first case to refer to the subcontractor(s) by name in addition to [Supplier name], and in the second case by referring to the companies concerned.
4. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then [Supplier name] commercial staff should be consulted for advice on the appropriate means of identification and marking.

**LIST OF CONTRACT DELIVERABLES AND MILESTONES**

No	Description	Target Due Date	Milestone £	State whether DEFCON 705 "Full Rights" or "Limited Rights" deliverable *
1				
2				

\*Note: Where a DEFCON 705 "Limited Rights" deliverable has been agreed (e.g. due to drivers like proprietary IPR) then this must be accompanied by the equivalent "Full Rights" deliverable, as required by DEFCON 705 Clause 9. Both types of deliverable must be separately included in the above list.

**GOVERNMENT FURNISHED ASSET (GFA) REGISTER**

To be inserted prior to Contract award.

**CONTRACTOR COMMERCIALY SENSITIVE INFORMATION**  
(This DEFFORM 539A is to be used in conjunction with DEFCON 539)

Contract Ref No:	
Description of Tenderer's Commercially Sensitive Information:	
Cross Reference(s) to location of sensitive information in Tender:	
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:	

## APPENDIX – ADDRESSES AND OTHER INFORMATION

<p>Box 1</p> <p>Dstl Commercial Services: <a href="#">xxx58</a></p> <p>Dstl Commercial Services</p> <p><b>To be Inserted prior to Contract Award</b></p> <p>Dstl Tel: Fax: e-mail:</p>	<p>Box 2</p> <p>DSTL Demand Owner: <a href="#">xxx59</a></p> <p>Technical information is available from:</p> <p><b>To be Inserted prior to Contract Award</b></p> <p>Dstl Tel: Fax: e-mail:</p>
<p>Box 3</p> <p>Drawings/Specifications are available from:</p> <p>See box 2</p>	<p>Box 4</p> <p>Quality Assurance Representative</p> <p>See box 2</p> <p>Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.</p> <p>AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <a href="http://dstan.uwh.diif.r.mil.uk/">http://dstan.uwh.diif.r.mil.uk/</a> [intranet] or <a href="https://www.dstan.mod.uk/">https://www.dstan.mod.uk/</a> [extranet, registration needed].</p>
<p>Box 5</p> <p>Bill Paying Branch:</p> <p>The Contract Number must be shown on all invoices</p> <p>Dstl Accounts Payable PO Box 325 Portsdown West, Portsdown Hill Road FAREHAM, HAMPSHIRE, PO14 9HL United Kingdom</p> <p>Tel: 01980 950001 Fax: 01980 958118</p> <p>Invoices for payment may be submitted via e-mail</p>	<p>Box 6</p> <p>Consignment Instructions:</p> <p><a href="#">xxx60</a></p>
<p>Box 7</p> <p>Public Accounting Authority</p> <p>For Government Furnished Assets issued or to be held by the Contractor shall be the DSTL Demand Owner at Box 2</p>	<p>Box 8</p> <p>Notes:</p> <p>The DEFCONs are available on the Internet at:</p> <p><a href="https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm">https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm</a></p> <p>Where contract is with an overseas contractor RP (FIN) VAT Guidance Note No 3 should be consulted.</p>

# Personal Data Particulars

**DEFFORM 532**

Edn 05/18

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:  <i>[insert the PT name (or equivalent source), address and contact details]</i></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:  <i>[insert location(s), address and contact details]</i></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i></p> <p><i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i></p>
<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>[Examples include name, address, telephone number, medical records etc]</i></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i></p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p><i>[The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>

<p><b>Technical and organisational measures</b></p>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>[Cross reference with the System Requirements or Statement of Work]</i></p>
<p><b>Instructions for disposal of Personal Data</b></p>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <i>[please specify]</i></p> <p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></p>
<p><b>Date from which Personal Data is to be processed</b></p>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify]</i></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.