# (For Articles Other Than Ammunition And Explosives)

#### **Definitions**

- 1. For the purposes of this Condition:
  - a) "Packaging" when used as a verb shall mean the preparation of Articles for transportation and storage in accordance with the Contract. The term embraces, as appropriate, cleaning, preservation, packing and marking;
  - b) "Packaging" when used as a noun shall mean the materials used for the preparation of Articles for transportation and storage in accordance with the Contract
  - c) "Packaging Authority" (PA) shall mean Corporate Technical Services (CTS) Defence Packaging, referred to in sub-clause 7.a) unless stated to the contrary elsewhere in the Contract.

## **General Requirements For Packaging**

- 2. The general requirements for packaging are as follows:
  - a) General requirements for service Packaging, including details of the levels of Military and NATO Packaging, are contained in Def Stan 81-41 "Packaging of Defence Materiel". Paper copies are available from:

Directorate of Standardization Kentigern House 65 Brown Street GLASGOW G2 8EX

Def Stan 81-41 is also available from the DStan Internet Web site, which can be accessed using http://www.dstan.mod.uk

- b) The packaging Types, Standards and levels called for are normally:
  - i. Commercial Packaging; or
  - ii. Military Packaging.

These are defined at Clauses 6 and 7. If Commercial Packaging only is specified the Contractor will not need to refer to Def Stan 81-41.

c) In the event of conflict between the Contract and Def Stan 81-41, the Contract shall take precedence.

## Requirements for wood used in Packaging

- 3. Wood, other than processed wood, used in packaging shall be obtained from:
  - a) companies that have a full registered status under the Forestry Commission and the Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme and shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
  - b) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15, published by the Food and Agricultural Organisation of the United Nations (ISPM15).

## **Packaging Regulations For Dangerous Goods**

- 4. The applicable requirements for Dangerous Goods are as follows:
  - a) The Contractor shall be responsible for ascertaining whether the Articles being supplied are, or contain, Dangerous Goods as defined in the regulations set out in this Clause. Articles delivered under the Contract may be required to be transported, either UK or worldwide, as a normal part of the logistic support of HM Forces. Therefore, unless otherwise specified in the Contract, all Articles that are, or that contain, Dangerous Goods are to be packaged for UK or worldwide shipment by all modes of transport. This means, Articles that contain Dangerous Goods shall be classified and packaged to the prescribed Primary Packaged Quantity (PPQ) in accordance with the applicable requirements of:
    - i. The Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations,

- ii. The International Maritime Dangerous Goods (IMDG) Code,
- iii. The Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID), and
- iv. The European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b) 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.

## **Packaging Responsibilities**

- 5. Packaging responsibilities are as follows:
  - a) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
  - b) The Contract (or Order raised against an Enabling Contract where applicable) shall specify a requirement for one of the following to be used:
    - i. an existing Packaging design which PA shall provide;
    - ii. an existing Standard Family Specification (SFS) related to the Article;
    - iii. Commercial Packaging; or
    - iv. a new or revised Packaging design which the Contractor shall prepare or have prepared subject to appropriate terms and conditions.
  - c) The requirements for the level of Packaging are as follows:
    - i. The PPQ for each Article shall be specified in the Contract or Order;
    - ii. If Packaging requirements are represented by Packaging Codes they shall be interpreted by reference to DEFFORM 96;

iii. The Standard or Level of Packaging required (including the Primary Packaged Quantity (PPQ) in respect of Military Packaging Levels) for each Article shall be indicated by the Authority in the Contract. If a Standard or Level of Packaging is not indicated the Contractor shall request such instructions from the Authority.

# Commercial Packaging (Retail Trade, Bulk Trade or Export Trade)

- 6. The requirements for Commercial Packaging are as follows:
  - a) If the Contract specifies Commercial Packaging, the Contractor shall provide packages which:
    - i. will ensure that each Article may be transported to the consignee nominated in the Contract in undamaged and serviceable condition; and
    - ii. are labelled, as stipulated by Clauses 10, 11 and 12, to enable the contents to be identified without the need to breach the package.
  - b) The Packaging used by the Contractor to supply identical or similar articles to commercial customers or to the general public (i.e. the point of sale package) will be acceptable, provided that it complies with the following criteria:
    - i. References in the Contract to a PPQ means the quantity of an item of materiel to be contained in an individual package, which has been selected as being the most suitable for issues to the ultimate user.
    - ii. Robust Articles, which by their nature do not require Packaging for commercial deliveries, shall be regarded as PPQ packages and shall each be marked in accordance with Clauses 10, 11 and 12. References to PPQ packages in subsequent text shall be taken to include robust Articles.
    - iii. For ease of handling, transportation and delivery, commercial PPQ packages which contain identical Articles may be bulked and over packed, using the cheapest commercial materials consistent with sub-Clause 6.a)i.

to form a consignment package. The marking requirements for such packages are stated at Clauses 10, 11 and 12.

## Military Packaging

- The Contractor shall comply with the requirements for the design of Military Packaging which are as follows:
  - a) If there is a requirement to design Military Packaging, the work shall be undertaken by a company which is registered in the Defence Packaging Military Packaging Capability Accreditation Scheme (MPCAS), or which is able to demonstrate that his Quality Assurance arrangements and Military Package Design expertise are of an equivalent standard. MPCAS is described in DR/14 (Part 1) which is obtainable from:

CTS Defence Packaging **Building S11** Fort Halstead Sevenoaks Kent TN14 7BP

Tel: 01959 897253

i. Military packages shall be designed to comply with the requirements of Def Stan 81-41 (Parts 1, 2 and 5) and be capable of meeting the appropriate test requirements of Def Stan 81-41 (Part 3). Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with Def Stan 81-41 (Part 4).

# Procedure for Military Packaging Design

- 8. Unless otherwise stated in the Contract, or directed by the PA, one of the following procedures shall be applied to the type and range of package design for Articles to be supplied under the Contract.
  - a) If the Contractor has, under the terms of the Contract, delegated power to approve package designs on behalf of the Authority and to retain the control copy of the SPIS, or either he or his packaging subcontractor has a current registration under MPCAS, he or his packaging subcontractor, as applicable, shall:
    - i. on receipt of instruction received from the Project Manager, Equipment Support Manager or IPT Leader nominated in Box 2 of the Appendix to Contract -DEFFORM 111 or from the PA, prepare or revise the

required package design in accordance with Def Stan 81-41, unless a suitable SFS has been identified; and

- ii. on completion of the package design, and before fullscale manufacture of packaging begins, forward to the PA a set of the following documents. This set may be supplied as hard copy or electronically; the media and format to be agreed with the PA:
  - a. a list of all SPIS which have been prepared or revised against the Contract, which quotes a reference number notified in the Contract for this purpose; and
  - b. a copy of all new/revised SPIS, complete with all continuation sheets and associated drawings, if applicable, on which work was authorised.
- iii. If a SFS has replaced a package design then the Contractor shall notify the PA of the design change and the respective SFS that applies.
- iv. The documents supplied under sub-Clause 8.a)ii shall be considered as a Contract Data Requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- b) The following procedure shall apply if the Contractor does not have delegated powers, under the terms of the Contract, to approve package designs on behalf of the PA, or if neither he nor his packaging subcontractor has a current registration under MPCAS:
  - i. Prior to commencing any packaging work, the Contractor shall apply to the PA for a package design in respect of any Article for which a Military Packaging Level of Packaging is required. Any application shall be made on DEFFORM 129A. To allow designs to be provided in ample time, the application shall be made as soon as practicable after receipt of the Contract or Order under an Enabling Contract.
  - ii. The PA will return DEFFORM 129A advising the Contractor, against each Article listed, as follows:
    - a. a package design already held by the Contractor is current and may be used; or

- b. the PA will provide a copy of a current package design for the Contractor's use under the Contract; or
- c. a package design already held by the Contractor or PA requires revision, which the Contractor is to carry out; or
- d. if no current package design is available and no suitable SFS exists, the Contractor shall carry out the necessary package design work under the Contract; or e. the identification of a suitable Standard Family Specification (SFS).
- c) The following procedure shall apply if the Contractor does not have a current registration under MPCAS and has been instructed to carry out the necessary package design work, either new or revised under the provisions of sub-Clause 8.b)ii:
  - i. The Contractor shall, on completion of the package design work, submit to the PA a copy of the SPIS, in hard copy or electronic format as agreed with the PA, for certification by the PA.
  - ii. If any changes are made to SPIS or associated documents after submission to the PA in accordance with the provisions of this Clause, details of changes and copies of all revised documents are to be supplied to the PA in a format to be agreed with the PA.
  - iii. Packaging of the Article shall not commence until the packaging design as defined by the SPIS, continuation sheets and associated drawings submitted to the PA has been certified by the PA.
- d) If the Contractor considers that a SFS is not suitable for the Article which he is required to package, he shall not have a SPIS prepared until he has contacted the PA Oand obtained its agreement that a SPIS package design is necessary.
- e) If the Contractor, on receipt of a SPIS for an Article which he is required to package, considers that a SFS is suitable, the Contractor shall not proceed with the Packaging until he has obtained the agreement of the PA.

#### Tools

9. If Special jigs, tooling etc., are required for the production of Military Packaging, the Contractor shall obtain the written approval of the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 or equivalent condition, as appropriate.

## Package Labelling and Marking

10. The following package labelling and marking requirements apply:

## Labelling – General

a) Labels that combine the marking requirements at Clauses 10, 11 and 12 are acceptable.

## Marking – General

- b) Each consignment package shall be marked with details as follows:
  - i. name and address of consignor; and
  - ii. name and address of consignee (as stated in the Contract or Order); and
  - iii. destination where it differs from the consignee's address, normally either:
    - a. delivery destination/address; or
    - b. transit destination, where the delivery address is a point for aggregation/disaggregation and/or onward shipment elsewhere, e.g., railway station, where that mode of transport is used; and
    - c. if the Contract is subject to DEFCON 5, the serial number of the relevant Advice and Inspection Note (MOD Form 640); or
    - d. if the Contract is subject to DEFCON 5J, the Unique Identifiers. Consignment markings must be included in the Electronic Business Delivery Form DEFFORM 129J which shall be prepared and

rendered following the procedure detailed in DEFCON 129J in respect of each delivery under the Contract, or as specified in the Contract.

c) If aggregated packages are used, their consignment marking and identification requirements are stated at Clause 12.

## Marking of Commercial Packaging

- d) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and of each consignment package, if it contains identical PPQ packages, shall be marked, using the details of the Articles as shown in the Contract Schedule, to state the following:
  - i. description of the Article;
  - ii. the full thirteen digit NATO Stock Number (NSN) (or other Stock Reference Number if so directed by the Authority);
  - iii. quantity enclosed in the package;
  - iv. maker's part/catalogue, serial and/or batch number, as appropriate;
  - v. the Contract number or Contract and Order numbers when applicable;
  - vi. any statutory Hazard markings and any handling markings, including the mass of any package which exceeds 3 kg gross; and
  - vii. any additional markings specified in the Contract;

## **Marking of Military Packaging**

e) If the Contract specifies Military Packaging, Military Packages shall be marked in accordance with Def Stan 81-41 (Part 6) and Clauses 11 and 12 below.

# **Bar Code Marking**

- 11. The bar code marking requirements are as follows:
  - a) Unless otherwise specified in the Contract, bar code marking shall be applied to the external surface of each consignment

package and to each PPQ package contained therein. The bar code symbology used shall meet the requirements of STANAG 4329, "NATO Standard Bar Code Symbologies", specifically Code 39, unless otherwise specified. As a minimum the following information shall be given:

- i. the full thirteen digit NSN (or other Stock Reference number if so directed);
- ii. denomination of quantity (D of Q);
- iii. actual quantity (quantity in package) (QTY);
- iv. manufacturer's Serial Number, if one has been allocated (Serial); and
- v. if the Contract is subject to DEFCON 5J, the Unique Identifier as defined in that DEFCON.
- b) Requirements for positioning bar codes to related text, as well as positioning on a package etc., are defined in Def Stan 81-41 (Part 6). If size of bar code does not allow a label to be directly attached then a tag may be used. Any difficulties over size or positioning of bar code markings shall initially be referred to the Project Manager, Equipment Support Manager of IPT Leader nominated in Box two of the Appendix to Contract DEFFORM 111 or to the PA.

# **Consignment of Aggregated Packages**

- 12. The requirements for the consignment of aggregate packages are as follows:
  - a) With the exception of packages containing Dangerous Goods, over packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Military Levels, Military Standards, or in Commercial Packaging, provided that the packages contain Articles of only one NSN, Vocabulary Section or Class Group. Over packing shall be in the cheapest commercial form consistent with ease of handing and protection of over packed items.
  - b) An external surface of the outer container shall be clearly marked to show the following:
    - i. Vocabulary Section and/or Class Group number;

- ii. name and address of consignor;
- iii. name and address of consignee (as stated in the Contract or Order);
- iv. destination if it differs from the consignee's address, normally either:
  - a. delivery destination/address; or
  - b. transit destination, if the delivery address is a point for aggregation/disaggregation and/or onward shipment e.g., railway station, where that mode of transport is used.
- v. if the Contract is subject to DEFCON 5, the serial numbers of all Advice and Inspection Notes (MOD Forms 640 or equivalent) relating to the contents. The consignee's copy of each Advice and Inspection Note shall be placed in the case/container. If the Articles listed in the Advice and Inspection Note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3; or
- vi. if the Contract is subject to DEFCON 5J, the Electronic Business Delivery Form in accordance with DEFFCON 129J; and
- vii. any statutory Hazard markings and any handling markings.

#### Price

13. Authorisation of the Contractor to undertake packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the Specification under DEFCON 502.