703088454 SC2 SCHEDULE 2 ANNEX A APPENDIX 2



The Provision of Close Air Support and Intelligence, Surveillance and Reconnaissance emulation for Collective Training Group (Project Valkyrie)

Demand Order Process

1. All Demand Orders shall be issued to the contactor at least twenty (20) calendar days prior to the commencement of an exercise or training activity. The Service Provider (SP) has five (5) calendar days to acknowledge the demand.

2. Process is as follows:

a. Schedules

- (1) Indicative schedules showing future events will be made available to the SP at the earliest opportunity. This information is supplied on a "subject to contract" basis with the SP.
- (2) Indicative scheduling showing future overseas tasks will be made available to the SP at the earliest opportunity. This information is supplied on a "subject to contract" basis with the SP.

3. For the Majority of Events

- a. **Warning 001.** The exercise design phase will involve exercise planners and the SP. These initial meetings will give an early indication of the overall requirement and timeline.
- b. **Warning 002**. The Initial Planning Conference (if requested) for any event must include planners and should occur prior to STARTEX. These meetings will set the initial requirement for events. The first draft of the demand order will be raised and shared on a 'subject to contract' basis with the SP.

c. Refining

- (1) The Customer and Collect Training Group (CTG) Subject Matter Expert refines the VALKYRIE support requirements following the Main Planning Conference (MPC), engaging with the Liaison Officer and planners highlighting any changes to numbers and capabilities, special instructions, or clarification of exercise scenario (if required). The customer will continue to engage with the assigned CTG representative, develop the detail of the requirement on an integrated working basis with the SP balancing the exercise events or requirements with the SP's constraints. This stage shall include scoping of the requirement confirmation that rations, including any special dietary requirements and accommodation have been booked, if applicable. Security clearances are in place, any necessary Demander facilitated training and rehearsal time is to be clearly articulated at this stage.
- (2) This will trigger the project Contract Management Team (CMT) to re-issue the draft Demand Order (if there are changes from the initial demand order). Still on a subject to contract basis.

d. **Confirming**

- (1) Following the Final Planning Conference (FPC) but no later than ten (10) calendar days before the exercise requirement, the Customer's Demanders finalise the Valkyrie requirement to meet any late changes to training policy or content. Highlight any final changes to numbers and capabilities to VALKYRIE CMT. Demanders issue a Confirmatory Instruction if required.
- (2) VALKYRIE Contract Management Team (CMT) in HQ LWC will formally issue Proforma 1 from the Demand Order Form at SC2 Schedule 2 Annex A Appendix 3. The SP is then to complete Proforma 2 in accordance with the rates within SC2 Schedule 2 Annex B Pricing Schedule and return to the CMT

- team. The CMT team will then complete Performa 3 and return to the SP. This constitutes a formal legally binding contract between the Authority and the SP.
- (3) Each Demand Order is a MAXIMUM value and is to be based on the Firm Priced Rates detailed at Annex B Pricing Schedule. Once signed by all stakeholders the Authority will raise the necessary Purchase Order via CP&F. Upon completion of the Task and final invoices paid, the Authority will reduce (if necessary) the value of the Purchase Order to ensure unused funding is put back into the Non-Guaranteed Demand Order Value..
- (4) No work shall commence until the SP is in receipt of the final Signed Demand Order Form.
- (5) The Contract Terms and Conditions will support all Demand Order Forms.

4. Changes and Cancellation

- a. Only the Authority shall have the right to cancel PROJECT VALKYRIE support once tasked. Event cancellation shall be charged at the rates as detailed below.
 - (1) In the event of a full cancellation of PROJECT VALKYRIE support made within fourteen (14) calendar days of the start of exercise date, the SP may claim the full deployment costs (SC2 Schedule 2 Annex B: Pricing Schedule Item 1: Deployment and Withdrawal Costs) only.
 - (2) Cancellation notices between fifteen (15) calendar days to twenty-eight (28) calendar days from the start date of the exercise, the SP shall be entitled to claim evidenced irrecoverable costs.
 - (3) Inability to obtain the requisite Kenyan operating clearance. The no-cost cancellation point shall be agreed between the Authority (DO) and the SP; with an agreement for the SP to claim evidenced irrecoverable costs if this point is exceeded.
- b. The SP shall be wholly responsible for the delivery, deployment and operation of PROJECT VALKYRIE support in accordance with the tasking details agreed between the Authority and the SP. Should the SP fail to deliver support when tasked due to circumstances that are within their control or responsibility (i.e. not due to weather conditions or a force majeure type circumstance) then they shall not be entitled to claim the operation costs ((SC2 Schedule 2 Annex B: Pricing Schedule Item 2: Operating Costs)) for that day and every day that PROJECT VALKYRIE support is not delivered to the Designated Officers satisfaction.
- c. The SP is fully responsible for all facets of delivery of PROJECT VALKYRIE support, including gaining relevant in-country permissions to operate aircraft, maintenance support and replacement of non-available aircraft. The SP is to fully manage the delivery of PROJECT VALKYRIE support and minimise any impact upon training, should the SP fail to deliver a quality PROJECT VALKYRIE service, with significant impact to training that, in the opinion of the Authority, was avoidable the payment for the task may be withheld.

5. Short Notice Changes to the Requirement.

- a. Short notice is defined as after the formal/confirming demand order has been issued. Short notice change is defined as any change that requires material alteration to the demand order: e.g. changes in role player numbers, tiers, duration or dates.
- b. Demanders' event managers should contact CMT in the first instance to discuss any changes. If the changes are authorised Customer's will be required to submit supporting paperwork to detail the change and provide an audit trail.

OFFICIAL-SENSITIVE COMMERCIAL

- (1) Normally, short notice changes should only be made where there has been a mission critical change to the course syllabus, externally requested amendments to the published programme or where there is obvious and quantifiable improvement to the training effect.
- (2) Internal policy or programming should not drive changes to the VALKYRIE requirement neither poor planning nor ignorance of the tasking process are excuses for late changes.

6. Short Notice Demands

a. Short notice Demands are new events which arise less than twenty (20) calendar days before a proposed event.