



C17CSAE Team

Contract Number: C17CSAE/706048451

For:

Large Boat Aerial Delivery (LBAD)

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

And

Team Name and address:

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LBAD Schedule of Requirements

The Contractor shall provide the following Contractor Deliverables in accordance with the Annexes of this Schedule, these Terms and Conditions of Contract, and the Contractor Delivery Plan							
Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet))
							All Prices iaw Schedule 5
1.1		Initial Provision Spares package 1 to enable Tranche 1 Flight Trials Delivery in accordance with Item 1.1 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.1 of Schedule 2.	[REDACTED]
1.2		Support and Test Equipment 1 Delivery in accordance with Item 1.2 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.2 of Schedule 2.	[REDACTED]
1.3		Tranche 1 Delivery in accordance with Item 1.3 of the Statement of Requirements (Schedule 2)			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.3 of Schedule 2.	[REDACTED]
1.4		Air Drop Payload Covers 1 Delivery in accordance with Item 1.4 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.4 of Schedule 2.	[REDACTED]
1.5		Option 1a (see Condition 7) Spares Package 2 Delivery in accordance with Item 1.5 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.5 of Schedule 2.	[REDACTED]

The Contractor shall provide the following Contractor Deliverables in accordance with the Annexes of this Schedule, these Terms and Conditions of Contract, and the Contractor Delivery Plan							
Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) All Prices iaw Schedule 5
1.6		Option 1b (see Condition 7) Tranche 2 Delivery in accordance with Item 1.6 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.6 of Schedule 2.	[REDACTED]
1.7		Option 1c (see Condition 7) Air Drop Payload Covers 2 Delivery in accordance with Item 1.7 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.7 of Schedule 2.	[REDACTED]
1.8		Option 1d (see Condition 7) Support and Test Equipment 2 Delivery in accordance with Item 1.8 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.8 of Schedule 2.	[REDACTED]
1.9		Option 2 (see Condition 7) Tranche 3 Delivery in accordance with Item 1.9 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.9 of Schedule 2.	[REDACTED]
1.10		Option 3 (see Condition 7) Tranche 4 Delivery in accordance with Item 1.10 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.10 of Schedule 2.	[REDACTED]

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Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) All Prices iaw Schedule 5
1.11		Option 4 (see Condition 7) Tranche 5 Delivery in accordance with Item 1.11 of the Statement of Requirements (Schedule 2).			iaw Contractor Delivery Plan at Schedule 7, DID1	iaw Item 1.11 of Schedule 2.	[REDACTED]
1.12		Option 5 (see Condition 7) Parachute Sets Delivery in accordance with Item 1.12 of the Statement of Requirements (Schedule 2).			Contractor to provide Leadtime	iaw Item 1.12 of Schedule 2.	[REDACTED]
1.13		Option 6 (see Condition 7) Parachute Sets. Delivery in accordance with Item 1.13 of the Statement of Requirements (Schedule 2).			Contractor to provide Leadtime	iaw Item 1.13 of Schedule 2.	[REDACTED]
1.14		Option 7 (see Condition 7) Platform Delivery Delivery in accordance with Item 1.14 of the Statement of Requirements (Schedule 2).			Contractor to provide Leadtime	iaw Item 1.14 of Schedule 2.	[REDACTED]
1.15		Option 8 (see Condition 7) Ancillary Set Delivery Delivery in accordance with Item 1.15 of the Statement of Requirements (Schedule 2).			Contractor to provide Leadtime	iaw Item 1.15 of Schedule 2.	[REDACTED]

The Contractor shall provide the following Contractor Deliverables in accordance with the Annexes of this Schedule, these Terms and Conditions of Contract, and the Contractor Delivery Plan							
Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) All Prices iaw Schedule 5
2		Flight Trial Support The Contractor shall provide Flight Trial Support in accordance with Section 2 of Schedule 2 (Statement of Requirement).			In accordance with Section 2 of Schedule 2 (Statement of Requirement).	75 hours ad-hoc remote advice plus 1 contractor rep for 4 days (Frequency TBC) on-site support	[REDACTED]
3		Supporting Documentation / Services Requirements The Contractor shall provide the Contractor Deliverables and Services as detailed within Sections 3, 5 and 6 of Schedule 2 (Statement of Requirement) of the Contract.			In accordance with Section 3,5 and 6 of Schedule 2 (Statement of Requirement).	iaw Statement of Requirement (Schedule 2) Sections 3, 5 & 6.	[REDACTED]
4.0		Technical Services- The Contractor shall provide the Contractor Deliverables and Services as detailed within Section 4 of Schedule 2 (Statement of Requirement) of the Contract as follows:					
4.1		Technical Queries Service in accordance with Section 4, Item 4.1, of Schedule 2 (Statement of Requirement).			In accordance with Schedule 2 (Statement of Requirement).	iaw Statement of Requirement	[REDACTED]
4.2		Fault Investigation Service in accordance with Section 4, Item 4.2, of Schedule 2 (Statement of Requirement).			In accordance with Schedule 2 (Statement of Requirement).	iaw Statement of Requirement	[REDACTED]

The Contractor shall provide the following Contractor Deliverables in accordance with the Annexes of this Schedule, these Terms and Conditions of Contract, and the Contractor Delivery Plan							
Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) All Prices iaw Schedule 5
4.3		Quality Occurrence Reports Service in accordance with Section 4, Item 4.3, of Schedule 2 (Statement of Requirement).			In accordance with Schedule 2 (Statement of Requirement).	iaw Statement of Requirement	[REDACTED]
4.4		Repair and Maintenance Service in accordance with Section 4, Item 4.4, of Schedule 2 (Statement of Requirement).			As detailed within the duly authorised Additional Work Authorisation Form	iaw Statement of Requirement	[REDACTED]
5		Emergent Work Authorisation.			iaw Additional Work Authorisation Form	N/A	[REDACTED]
6		Contract Extension Options (To be exercised in accordance with Condition 7 (Contract Options) of the Contract)					
6.1		Option 9 (see Condition 7) Three (3) Year Contract Extension.			iaw 7.1 to Statement of Requirement		[REDACTED]
6.2		Option 10 (see Condition 7) Three (3) Year Contract Extension.			iaw 7.2 to Statement of Requirement		[REDACTED]

The Contractor shall provide the following Contractor Deliverables in accordance with the Annexes of this Schedule, these Terms and Conditions of Contract, and the Contractor Delivery Plan							
Item Number	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 (iaw Schedule 2 (Statement of Requirement))	Price (£) Ex VAT
							Total inc. Packaging (and Delivery if specified in Schedule 3 (Contract Data Sheet)) All Prices iaw Schedule 5
7		Delivery of additional Spares in accordance with Condition 24.13 to 24.15 of the Contract, together with a duly completed Certificate of Conformity in accordance with DEFCON 627.			As specified in Schedule 11.	As specified in Purchase Order	[REDACTED]
8		Warranty Options (To be exercised in accordance with Condition 7 (Contract Options) of the Contract)					
8.1(a)		Option 11 Parts & Labour Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of one (1) year; or				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]
8.1(b)		Option 12 Parts & Labour Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of two (2) years.				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]
8.2(a)		Option 13 Design Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of two (2) years; or				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]
8.2(b)		Option 14 Design Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of three (3) years.				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]

General Conditions

1. Defence Conditions (DEFCONs)

1.1. The Defence Conditions (DEFCONs) listed in the table below shall apply to the Contract:

DEFCON No.	Edition	Description
5J	18/11/16	Unique Identifiers
14	11/22	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
23	06/21	Special Jigs, Tooling and Test Equipment
68	10/22	Supply of Data for Hazardous Substances, Mixtures and Articles
76	11/22	Contractor's Personnel At Government Establishments
82	06/21	Special Procedure for Initial Spares
90	06/21	Copyright (see Schedule 10, CA20)
113	02/17	Diversion Orders
117	09/24	Supply of Information for NATO Codification and Defence Inventory Introduction
129	02/22	Packaging (For Articles Other Than Munitions)
129J	18/11/16	The Use of Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
503	06/22	Formal Amendments to Contract
507	07/21	Delivery
513	07/24	Value Added Tax (VAT) and Other Taxes
514	08/15	Material Breach
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	10/23	Corrupt Gifts and Payments of Commission
522	11/21	Payment and Recovery of Sums Due
524	12/21	Rejection (See Schedule 10, CA17)
524A	12/22	Counterfeit Material
525	10/98	Acceptance (see Schedule 10, CA18)
526	08/02	Notices

DEFCON No.	Edition	Description
527	09/97	Waiver
528	10/24	Import and Export Licences
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)
531	09/21	Disclosure of Information
532A	05/22	Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
534	06/21	Subcontracting and Prompt Payment
537	10/21	Rights of Third Parties
538	06/02	Severability
539	01/22	Transparency (see Schedule 10, CA22)
540	05/23	Conflict of Interest
550	02/14	Child Labour and Employment Law
565	12/24	Supply Chain Resilience and Risk Awareness
566	04/24	Change of Control of Contractor
595	03/19	Automatic Test Equipment Data Requirements
601	04/14	Removed in accordance with Schedule 10, CA23 Solely in relation to DEFCON 611 – MoD issued property
602A	04/23	Quality Assurance (With Deliverable Quality Plan and QA information)
603	10/04	Aircraft Integration and Clearance Procedure
604	06/14	Progress Reports
606	07/21	Change and Configuration Control Procedure
608	07/21	Access and Facilities to be Provided by the Contractor (see Schedule 10, CA26)
609	07/21	Contractor's Records
611	12/22	Issued Property
612	06/21	Loss Of or Damage to the Articles
620	06/22	Contract Change Control Procedure
621B	10/04	Transport (If the Contractor is Responsible for Transport)
624	08/22	Use of Asbestos
625	06/21	Co-Operation on Expiry of Contract (see Schedule 10, CA28)
627	04/24	Quality Assurance – Requirement for a Certificate of Conformity
632	11/21	Third Party Intellectual Property – Rights and Restrictions.

DEFCON No.	Edition	Description
642	07/21	Progress Meetings
644	10/24	Marking of Articles
647	03/24	Financial Management Information
649	12/21	Vesting
656B	08/16	Termination for Convenience
658	10/22	Cyber
659A	02/24	Security Measures
660	12/15	Official Sensitive Security Requirements
670	02/17	Tax Compliance
671	10/22	Plastic Packaging Tax
675	03/21	Advertising Subcontracts (Defence and Security Public Contracts Regulations 2011 only)
678	09/19	SME Spend Data Collection
684	01/04	Limitation Upon Claims in Respect of Aviation Products
691	03/15	Timber and Wood – Derived Products
694	07/21	Accounting for Property of the Authority
707	10/23	Rights in Technical Data (see Schedule 10, CA21)

DEFFORM No.	Edition	Description
10B	10/24	Acceptance Of Offer Of Amendment To Contract
68	09/22	Hazardous and Non-Hazardous Substances, Mixtures or Articles Statement.
82A	10/09	Advance Spares for New Equipment Contractor's Recommendation
94	12/20	Confidentiality Agreement
111	10/22	Appendix - Addresses And Other Information
177	Jun-21	Design Rights And Patents (Sub-Contractors) Agreement
528	Feb-21	Import and Export Controls
539A	Jan-22	Tenderer's Sensitive Information Form
565	Dec-24	Supply Chain Resilience Intelligence Performance Tool
711	Nov-22	Notification of Intellectual Property Rights (IPR) Restriction

2. Contract Duration

2.1. This Contract shall come into force on the Effective Date and unless:

- 2.1.1. *extended in accordance with Condition 2.2 (Contract Extension Option); or*
- 2.1.2. *terminated at an earlier date by operation of Law or in accordance with Condition 11.2 or DEFCON 656B (Termination for Convenience),*

2.1.3. shall terminate automatically without notice on the Original Expiry Date.

2.2. The Authority may, by giving the Contractor not less than three (3) months' written notice prior to the Original Expiry Date, or three (3) months' written notice prior to the Expiry Date, extend this Contract by activating a Contract Extension Option.

2.3. If the Authority serves a written notice in accordance with Condition 2.2 above, the Contractor shall continue to provide the Contractor Deliverables for the period stated in the notice(s) on the terms and conditions of this Contract.

3. Precedence of Documents

3.1. Without prejudice to DEFCON 501, in the event of a contradiction between any parts of this Contract, the order of precedence shall be as stated in Condition 3.2.

3.2. If there is any inconsistency between the provisions of the main body of this Contract and the Schedules, or between any of the Schedules, the conflict shall be resolved according to the following order of priority:

3.2.1. *the main body of this Contract (including the Schedule of Requirements set out at the beginning of this Contract), Schedule 1 (Definitions and Abbreviations), and Schedule 19 (Sensitive Information);*

3.2.2. *the Schedules;*

3.2.3. *any other associated document pertinent to this Contract.*

3.3. Should the Contractor or the Authority become aware of any conflicts or inconsistencies between any contractual documentation the Party shall immediately notify the other Party accordingly.

3.4. Conflict, or apparent conflict, between any documents shall be notified to the Authority for determination of how such conflict or apparent conflict shall be resolved. Resolution of such conflict is to be resolved jointly between the Authority and the Contractor and, upon resolution, the Parties shall confirm in writing, and make an amendment to the Contract if appropriate.

4. Discrepancies in Documentation

- 4.1. Each Party shall notify the other in writing forthwith upon becoming aware of any discrepancy, inconsistency, divergence or anomaly between or within any of the documents referred to in Condition 3.2 above.
- 4.2. The notice issued pursuant to Condition 4.1 shall set out in precise detail any discrepancy, inconsistency; divergence or anomaly between or within the documents referred to in Condition 3.2 and propose any amendments that may be required to such documents to resolve such discrepancy, inconsistency, divergence or anomaly.
- 4.3. The Parties shall seek to agree such amendments to resolve such discrepancy, inconsistency, divergence or anomaly as soon as reasonably practicable. Where the Authority and the Contractor fail to do so within ten (10) Business Days of notice and either Party considers that the discrepancy, inconsistency, divergence or anomaly to be material to its rights and obligations under this Contract, then the matter will be referred to the Dispute Resolution Procedure in accordance with DEFCON 530.

5. Entire Agreement

- 5.1. This Contract together with any authorised additional work constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

6. Assignment

- 6.1. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

7. Contract Options

- 7.1. The Contractor shall complete all work under the Contract in accordance with the Terms and Conditions of the Contract.

7.2. In consideration of the Authority agreeing to enter into this Contract, the Contractor hereby grants to the Authority the right to exercise the following irrevocable discretionary Options;

Options

7.2.1. Option 1

7.2.1.1. Option 1 shall comprise of Schedule 2 (Statement of Requirement) Item numbers 1.5 (Option 1a), 1.6 (option 1b), 1.7 (Option 1c), and 1.8 and (Option 1d).

7.2.1.2. Option 1 shall be entirely at the discretion of the Authority, conditional on successful completion of Flight Trial 1.

7.2.1.3. Subject to the Authority exercising its right to elect to terminate this Contract pursuant to Condition 9.3, the Authority shall exercise this Option 1.

7.2.2. Option 2

7.2.2.1. Option 2 shall comprise of Schedule 2 (Statement of Requirement) Item 1.9 only.

7.2.2.2. Option 2 shall be entirely at the discretion of the Authority, conditional on successful completion of Flight Trial 2 and a successful Final Design Acceptance Review.

7.2.2.3. Subject to the Authority exercising its right to elect to terminate this Contract pursuant to Condition 9.3, the Authority shall exercise this Option 2.

7.2.3. Option 3

7.2.3.1. Option 3 shall comprise of Schedule 2 (Statement of Requirement) Item 1.10 only.

7.2.3.2. Option 3 shall be entirely at the discretion of the Authority.

7.2.4. Option 4

7.2.4.1. Option 4 shall comprise of Schedule 2 (Statement of Requirement) Item 1.11 only.

7.2.4.2. Option 4 shall be entirely at the discretion of the Authority.

7.2.5. Additional Articles

7.2.6. Option 5

7.2.6.1. Option 5 shall comprise of Schedule 2 (Statement of Requirement) Item 1.12 only.

7.2.6.2. Option 5 shall be entirely at the discretion of the Authority.

7.2.7. *Option 6*

7.2.7.1. Option 6 shall comprise of Schedule 2 (Statement of Requirement) Item 1.13 only.

7.2.7.2. Option 6 shall be entirely at the discretion of the Authority.

7.2.8. *Option 7*

7.2.8.1. Option 7 shall comprise of Schedule 2 (Statement of Requirement) Item 1.14 only.

7.2.8.2. Option 7 shall be entirely at the discretion of the Authority.

7.2.9. *Option 8*

7.2.9.1. Option 8 shall comprise of Schedule 2 (Statement of Requirement) Item 1.15 only.

7.2.9.2. Option 8 shall be entirely at the discretion of the Authority.

7.3. Contract Extension Options

7.4. In consideration of the award of this Contract the Contractor hereby grants the Authority the following irrevocable Contract Extension Option(s):

7.4.1. *Option 9 (Schedule 2 (Statement of Requirements Item 7.1));*

7.4.2. *Option 10 (Schedule 2 (Statement of Requirements Item 7.2)),*

7.5. The provisions of Condition 16 (Performance Management) shall apply in relation to the exercise of Option 9 and/or Option 10.

7.6. Warranty Options

7.7. In consideration of the award of this Contract the Contractor hereby grants the Authority the following irrevocable Warranty Option(s):

7.7.1. *Option 11 Schedule 2 (Statement of Requirements) Item 8.1(a) or Option 12 - Schedule of Requirements Item 8.1(b); and*

7.7.2. *Option 13 - Schedule 2 (Statement of Requirements) Item 8.2(a) or Option 14 - Schedule of Requirements Item 8.2(a).*

7.8. The Authority may elect which one of the Warranty Options it wishes to exercise at Conditions 7.7.1 and 7.7.2. The Authority shall issue a notice to the Contractor by the Commercial Officer at Box 1 of the DEFFORM 111 (Appendix 1), such notice confirming

that the Authority is exercising the relevant identified Warranty Option (an "Option Notice"), and such Option Notice shall be issued by the Authority together with the Authority's confirmation of the outcome of the Final Design Acceptance Review (Item 6.6 (FDAR) of Section 6 of Schedule 2 (Statement of Requirement) of Contract).

- 7.9. If the Authority elects to exercise one or more of the Options, the Authority shall issue a notice to the Contractor by the Commercial Officer at Box 1 of the DEFFORM 111 (Appendix 1) (such notice confirming that the Authority is considering exercising the relevant identified Option (an "Option Notice"), and such Option Notice may be issued by the Authority either prior to the Expiry Date or after the Original Expiry Date.
- 7.10. The terms (including the scope of the Contractor Deliverables) which the Parties intend shall govern each Option are those set out within this Contract and the Parties agree that where an Option is exercised by the Authority in accordance with this Condition 7 (Contract Options), the following provisions in Conditions 7.11 to 7.14 (inclusive) shall apply.
- 7.11. Within ten (10) Business Days (or such other period as the Parties may agree) from the date of receipt of the Option Notice from the Authority in accordance with Condition 7.9, the Contractor shall notify the Authority's Representative (together with all supporting detail as is deemed necessary by the Authority):
- 7.11.1. the details of any proposed Subcontractors (as applicable) to carry out any elements of the works, Articles and/or Services relating to the Contractor Deliverables which would be the subject of the relevant Option; and*
- 7.11.2. of any other information which the Contractor considers is relevant relating to the relevant Option.*
- 7.12. In the event of any Dispute in relation to any Option which is the subject of an Option Notice, either Party shall be entitled to refer the matter for resolution in accordance with DEFCON 530 (Dispute Resolution Procedure).
- 7.13. Following the agreement (including agreement to the terms of any Option as set out in this Contract at the Effective Date, without amendment) or determination of the Option Price in accordance with Schedule 5 (Pricing and Payments), then:
- 7.13.1. the Parties shall proceed as if the agreed (or determined) terms of the relevant Option were confirmed by the Authority in accordance with the Change Procedure and the Parties shall enter into any documents required to give effect to the*

relevant Option and commence the implementation of the relevant Option as set out in the Change Procedure; and;

7.13.2. the rights and obligations of the Parties in respect of the relevant Option, shall take effect from the date specified in the documents referred to in Condition 7.9 above, (when such documents have been duly executed by the Parties and consequently the Option then becomes an Exercised Option) and shall form rights and obligations under this Contract.

7.14. Following the exercise of any of the Options pursuant to this Condition 7 (Contract Options), any rights and obligations of the Parties existing under this Contract prior to the exercise of such Option shall continue to apply.

8. Force Majeure

8.1. The Contractor shall not be in breach of this Contract, nor liable for late or non-performance of any of its obligations under this Contract, if such delay or failure results from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

8.1.1. *Acts of nature;*

8.1.2. *War;*

8.1.3. *Hostilities.*

8.1.4. *Fire at any of the Contractor's premises or those of its suppliers except to the extent that the fire was caused by their own negligence.*

8.2. The Contractor shall immediately notify the Authority in writing on the occurrence of a Force Majeure Event, including details for the Force Majeure Event, its effect on the Contractor's obligations under this Contract and the actions proposed to mitigate its effect.

8.3. Subject to Clause 8.4 below, the contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this contract.

8.4. The maximum extension of time granted under this Clause shall be limited to Sixty (60) calendar days after which time the Authority may, on giving written notice to the Contractor, terminate this Contract, without seeking compensation from the Contractor, with immediate effect.

8.5. Where this Clause 8 applies, the Contractor shall only be entitled to be paid (subject to any other provision of this Contract affecting the level of such payment, including any reduction for sums that the Authority is entitled to deduct under or in connection with this Contract (whether arising under any term of this Contract or under any Legislation or of equity)) for any aspect of the Contractor Deliverables that it has, as at the Termination Date. Delivered to the Authority in accordance with this Contract and without prejudice to the foregoing the Authority may deduct from such payment any charges it has paid to the Contractor in advance in respect of Contractor Deliverables not provided as at the Termination Date.

9. System Rectification Plan Process

9.1. The Contractor shall ensure that the LBAD System achieves Acceptance pursuant to the Schedule 12 (Acceptance Plan).

9.2. If the Contractor is unable to successfully achieve a pass for either or both of the Initial Design Acceptance Review or the Final Design Acceptance Review in accordance with Schedule 12 (Acceptance Plan), the Authority shall declare a 'Notifiable Default' which will require the Contractor to perform a Major Rectification via the System Rectification Plan Process. The Authority shall notify the Contractor of the Notifiable Default as soon as practicable but in any event within three (3) Business Days of becoming aware of the Notifiable Default, detailing the actual or anticipated effect of the Notifiable Default and, unless the Notifiable Default also constitutes a System Rectification Plan Failure or other event which entitles the Authority to terminate this Contract pursuant to its terms, the Authority may not terminate this Contract on the grounds of the Notifiable Default without first following the System Rectification Plan Process.

9.3. Without prejudice to the Authority's other rights to terminate this Contract pursuant to its terms, the Authority reserves the right to elect to terminate this Contract on the occurrence of a System Rectification Plan Failure.

9.4. If:

9.4.1. the Authority notifies the Contractor pursuant to Condition 9.2 that a Notifiable Default has occurred; or

- 9.4.2. the Contractor notifies the Authority that it considers that a Notifiable Default has occurred (setting out sufficient detail so that it is reasonably clear what the Contractor has to rectify),
- 9.4.3. then the Contractor shall comply with the System Rectification Plan Process.
- 9.5. The System Rectification Plan Process shall be as set out in accordance with Conditions 9.6 – 9.12.
- 9.6. The Contractor shall submit a draft System Rectification Plan to the Authority for it to review as soon as possible and in any event within ten (10) Business Days (or such other period as may be agreed between the Parties) after the original notification pursuant to Condition 9.2 and/or Condition 9.4.2.
- 9.7. The draft System Rectification Plan shall set out:
- 9.7.1. *full details of the Notifiable Default that has occurred, including a root cause analysis;*
- 9.7.2. *the actual or anticipated effect of the Notifiable Default;*
- 9.7.3. *the steps which the Contractor proposes to take to rectify the Notifiable Default (if applicable) and to prevent such Notifiable Default from recurring, including timescales for such steps and for the rectification of the Notifiable Default (where applicable).*
- 9.8. The Contractor shall promptly provide to the Authority any further documentation that the Authority reasonably requires to assess the Contractor's root cause analysis. If the Parties do not agree on the root cause set out in the draft System Rectification Plan, either Party may refer the matter to be determined by an expert in accordance with DEFCON 530 (Dispute Resolution Procedure).
- 9.9. The Authority may reject the draft System Rectification Plan by notice to the Contractor if, in the reasonable opinion of the Authority, it considers that the draft System Rectification Plan is inadequate, for example because the draft System Rectification Plan:
- 9.9.1. is insufficiently detailed to be capable of proper evaluation;
- 9.9.2. will take too long to complete;
- 9.9.3. will not rectify the Notifiable Default;
- 9.9.4. will not prevent reoccurrence of the Notifiable Default; and/or
- 9.9.5. will rectify the Notifiable Default but in a manner which is unacceptable to the Authority.

9.10. The Authority shall notify the Contractor whether it consents to the draft System Rectification Plan as soon as reasonably practicable. If the Authority rejects the draft System Rectification Plan, the Authority shall give reasons for its decision and the Contractor shall take the reasons into account in the preparation of a revised System Rectification Plan. The Contractor shall submit the revised draft of the System Rectification Plan to the Authority for review within five (5) Business Days (or such other period as agreed between the Parties) of the Authority's notice rejecting the first draft.

9.11. If the Authority consents to the System Rectification Plan:

9.11.1. the Contractor shall immediately start work on the actions set out in the System Rectification Plan; and

9.11.2. the Authority may no longer elect at its discretion to terminate this Contract on the grounds of the relevant Notifiable Default, save in the event of a System Rectification Plan Failure.

9.12. If:

9.12.1. the Contractor fails to comply with the System Rectification Plan Process;

9.12.2. the Authority reasonably considers that there is insufficient time for the Contractor to comply with the System Rectification Plan Process; and/or

9.12.3. the Authority reasonably considers that there is insufficient time for the Contractor to implement the System Rectification Plan successfully,

9.12.4. then:

9.12.5. the Authority may serve notice on the Contractor that it will be taking action pursuant to this Condition 9.12 and implement such arrangements as it reasonably considers necessary to mitigate the consequences of any delay or anticipated delay arising from or in consequence of the occurrence of the Notifiable Default;

9.12.6. without prejudice to Condition 9.12 the Contractor shall pay, or allow the Authority to deduct from any sums that would otherwise be due to the Contractor, all the costs incurred by the Authority in implementing such arrangements.

10. Step In Rights – NOT USED

11. Termination

11.1. Termination by Default

11.2. Without prejudice to any other available remedy, the Authority may terminate the Contract (in whole or in part) for Material Breach in accordance with DEFCON 514 (Material Breach) which includes but is not limited to where any of the following events occur:

11.2.1. the Contractor fails to achieve Design Approved Organisation Scheme (DAOS) accreditation within twelve (12) months of the Effective Date;

11.2.2. the Contractor materially fails to comply with or be considered to be competent in any material respect under the MAA Approved Organisations Schemes, details of which are set out in the Military Regulatory Publications with which the Contractor is required to comply under Condition 30 (Safety and Airworthiness) and Schedule 8 (Regulatory Article Compliance);

11.2.3. the Contractor fails to meet one or more of the Milestones as set out in Schedule 5 (Payment Plan);

11.2.4. the Contractor fails to provide a System Rectification Plan within the associated timeframe in accordance with Condition 9 (System Rectification Plan Process);

11.2.5. the Contractor fails to carry out a System Rectification Plan as proposed and agreed with the Authority in accordance with Condition 9;

11.2.6. a Persistent Breach occurs;

11.2.7. the Authority has become aware that the Contractor should have been excluded under Regulation 23(1) of the Defence and Security Public Contracts Regulations 2011 from the procurement procedure leading to the award of this Contract or if the Authority becomes aware that the grounds for exclusion referred to in Regulation 23(1) of the Defence and Security Public Contracts Regulations 2011 occur after the Effective Date;

11.3. The provisions of this Condition 11 are without prejudice to the Authority's right to terminate this Contract pursuant to any of the DEFCONS listed in Condition 1 (Defence Conditions (DEFCONS)) or to any other right or remedy available to the Authority.

11.4. Where the Authority considers that the Contractor has committed a Material Breach of this Contract or any part thereof (including any part of the Services), the Authority shall be entitled to serve a written notice ("**Formal Notice**") on the Contractor. A Formal Notice shall include the following information (without limitation):

11.4.1. specifying that it is a Formal Notice;

11.4.2. that the Authority wishes to terminate the Contract for Material Breach;

11.4.3. the nature of the Material Breach;

11.4.4. that the Contract (or part of the Contract) shall terminate on the day falling 40 (forty) Business Days after the date of the notice (or such other period as the Authority may in its sole and absolute discretion specify).

11.5. For the avoidance of doubt and without prejudice to the Authority's rights under DEFCON 514 (Material Breach), in the event of termination for Material Breach the Contractor shall be entitled to payments only in respect of unpaid charges for the Contractor Deliverables that have been provided and accepted by the Authority, up until the date of termination, and charges that may be payable in respect of the Contractor Deliverables provided in accordance with Condition 13 (Exit Requirements). The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of the Contractor Deliverables not provided as at the date of termination.

11.6. If the Authority terminates this Contract following the occurrence of a Force Majeure Event, the Contractor shall be entitled to payments only in respect of unpaid charges for the Services that have been received and accepted by the Authority up until the date of termination, and charges that may be payable in respect of Contractor Deliverables provided in accordance with Condition 13 (Exit Requirements). The Authority may deduct from such payments any charges it has paid to the Contractor in advance in respect of the Services not provided as at the date of termination. Neither Party shall have any right to claim damages as a result of such termination.

11.7. In the event of a partial termination of the Contract, the Parties shall agree the effect of any Change necessitated as a result in accordance with the terms of DEFCON 620 (Contract Change Control Procedure), including the effect the partial termination may have on any other Contractor Deliverables, provided that the Contractor shall not be entitled to any increase in the Contract Price in respect of the Contractor Deliverables that have not been terminated if the partial termination arises in accordance with DEFCON 514 (Material Breach) or as a result of a Force Majeure Event.

12. Consequences of Termination or Expiry

12.1. The expiry or termination of this Contract, however arising, shall be without prejudice to the rights and duties of either Party accrued prior to termination or expiry. The Conditions that expressly or by implication have effect after termination or expiry shall

continue to be enforceable even after termination or expiry. Upon expiry or termination of this Contract (in whole or in part), the Contractor shall:

- 12.1.1. *repay at once to the Authority any moneys paid up to and including such date of termination other than moneys in respect of the Contractor Deliverables or part thereof properly performed in accordance with this Contract;*
- 12.1.2. *cease all use of all the Authority's Intellectual Property, generated Intellectual Property, and any trademark and shall return or destroy as the Authority requires, all documents and materials (including those in electronic format) incorporating or referring to the same;*
- 12.1.3. *return all GFA attained as part of the Contract or destroy or dispose of it in a secure manner (regardless of form and whether computerised or physical) and in accordance with any specific instructions issued by the Authority;*
- 12.1.4. *plan for the orderly handover of the Contractor Deliverables to the Authority or its Replacement Contractor in accordance with Schedule 13 (Exit Management) including compliance by the Contractor with the provisions of this Condition 12 at no additional charge to the Authority or its Replacement Contractor; and*
- 12.1.5. *provide such advice assistance and co-operation as the Authority may reasonably require at no additional cost to the Authority to enable the Authority to provide the Contractor Deliverables in-house or to procure their provision by a Replacement Contractor in accordance with Schedule 13 (Exit Management).*

12.2. Unless otherwise expressly provided in the Contract, termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under this Contract prior to termination or expiry. Nothing in this Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

13. Exit Requirements

- 13.1. On expiry of the Contract, or if the Authority notifies the Contractor of its intention to terminate the Contract in accordance with the termination provisions of the Contract, the Contractor shall comply with Schedule 13 (Exit Management).
- 13.2. If the Contractor fails to comply with Schedule 13 (Exit Management), unless as a result of a direct act or omission of the Authority, the Authority may withhold any outstanding payments due under the Contract until full compliance with Schedule 13 (Exit Management) has been achieved.

13.3. The Contractor shall take no action at any time during the Contract Period or thereafter which is intended, directly or indirectly, to:

13.3.1. prejudice;

13.3.2. frustrate; and/or

13.3.3. make it more difficult for the Authority to ensure,

13.3.4. an efficient and orderly handover from the Contractor to the Authority or Replacement Contractor on the Expiry Date or date of termination of the Contract.

14. Supply Chain Data

14.1. Definitions

14.2. In this Condition '**Subcontractor**' means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and '**Subcontract**' shall be interpreted accordingly.

14.3. Contractor Obligations

14.4. The Contractor shall provide a list in Microsoft Excel format of each Subcontract worth more than £1m. For each Subcontract, the list shall include, in so far as is reasonably practicable:

14.4.1. the registered name of the Subcontractor;

14.4.2. the company registration number and DUNS number;

14.4.3. value, for all Subcontracts over £1m;

14.4.4. a description of the goods or services provided;

14.4.5. in respect of the DEFCONs that are included in this Contract and which require the Contractor to include equivalent terms in Subcontracts, confirmation, in respect of each such DEFCON, that such terms have been so included; and

14.4.6. in respect of the DEFCONs that are included in this Contract and which require information to be provided by the Contractor to the Authority, such information may be provided by being included in this list unless it is specifically stated in the DEFCON or elsewhere in this Contract that it should be provided separately, or through a specified tool, or online portal.

14.5. The information listed in Condition 14.4 above shall be provided within thirty (30) Business Days of the Effective Date and

thereafter updated annually to reflect any changes to the accuracy of the information.

15. Social Value

- 15.1. During the Contract Period the Contractor shall deliver its social value obligations in accordance with DID 19 of Schedule 7 (Contract Deliverable(s) Documents).
- 15.2. The social value obligations will be monitored as part of the overall Performance Management regime set out in Schedule 9 (Performance Management).

16. Performance Management

- 16.1. The performance of the Contractor shall be monitored throughout the Contract Period through the use of the Key Performance Indicators (KPIs), as set out in Schedule 9 Performance Management. Each KPI should be read in conjunction with Schedule 2 (Statement of Requirement) to ensure that the performance of the Contractor fully meets the requirements of this Contract.
- 16.2. In accordance with Schedule 9 Performance Management, and in preparation for the Contract Task Review Meeting the Contractor shall provide the relevant performance management information two (2) weeks before the meeting date.
- 16.3. Should the Contractor fail to comply with the following Contract requirements then the Contractor shall be considered to have failed all KPIs;
 - 16.3.1. *Holding DAOS accreditation within at least twelve (12) months after Contract Award;*
 - 16.3.2. *compliance with the requirements of the MAA Regulatory Publications (MRP) in accordance within Schedule 8 (Regulatory Article Compliance).*
 - 16.3.3. *This shall not limit the Authority's rights to apply any other contractual remedies available.*

17. Liquidated Damages

- 17.1. It is recognised by the Parties that if the Contractor fails to deliver to Schedule 2 (Statement of Requirement) Item Nos. 1.1, 1.2, 1.3 and 1.4 on or before the date stated in the Contractor Delivery Plan, the Authority will suffer loss and damage.

- 17.2. Accordingly, for each day's delay, and without prejudice to the provisions of the Milestone within the Payment Plan, beginning from the day following the contracted delivery date and excluding bank holidays and weekends, the Contractor shall pay the Authority £13,600 per day of non-delivery up to a maximum of £272,000. These liabilities will accumulate in increments of £13,600 per day until such time as the Article is delivered. The Parties confirm that this sum represents a genuine pre-estimate of the Authority's direct losses.
- 17.3. The Authority shall take payment of any sums due under this Condition 17 by deducting the amount owed from the next payment Milestone (either/or a combination of SOR Item Nos. 1.1, 1.2, 1.3 and 1.4) in accordance with DEFCON 522.
- 17.4. The provisions of this Condition are without prejudice to any other rights of the Authority under the Contract, including but not limited to those under DEFCON 514 (Material Breach). Accordingly, if the Authority terminates the Contract, liquidated damages shall be payable under this Condition until the date of such termination.
- 17.5. Unless expressly (otherwise) stated by the Authority in writing, the provisions of DEFCON 527 (Waiver) shall apply to the Authority's right to recover liquidated damages under this Condition.

18. Placing of Subcontracts

- 18.1. For the purposes of this Contract and the work to be performed thereunder the Contractor shall be responsible to the Authority, subject to the provisions of the Contract, for the timely, economic and proper execution of this Contract as described in the Schedule of Requirements.
- 18.2. In the event that the Contractor elects to place a Subcontract in order to deliver its obligations under this Contract, the Contractor shall be responsible for the following:
- 18.2.1. *implementing competition at the subcontract level, including advertising subcontract opportunities;*
 - 18.2.2. *debriefing unsuccessful tenders for Subcontracts;*
 - 18.2.3. *ensuring the Authority are aware of any changes in the supply chain;*
 - 18.2.4. *managing the supply chain, including the pricing, placing and administration of suitable subcontracts noting Condition 18.1;*

18.2.5. *ensuring that the terms and conditions of this Contract are reflected in all Subcontracts, at whatever level, to the extent necessary to enable the Contractor to fully meet its obligations to the Authority under this Contract.*

18.2.6. *furnishing the Authority with a copy of any Subcontract if required.*

18.3. Ineligible Suppliers - Russian and Belarusian Exclusion

18.4. The Contractor shall, and shall procure that its Subcontractors shall, notify the Authority in writing as soon as it becomes aware that:

18.4.1. *the Contractor Deliverables and/or services contain any Russian/Belarusian products and/or services; or*

18.4.2. *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. This shall not include companies:*

18.4.2.1. registered in the United Kingdom or in a country with which the United Kingdom has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

18.4.2.2. which have significant business operations in the United Kingdom or in a country with which the United Kingdom has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

18.5. The Contractor shall, and shall procure that its Subcontractors 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.

18.6. 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 ten (10) Business Days of receipt of the Authority's written concerns, for the Authority's consideration.

18.7. The Contractor shall include provisions equivalent to those set out in Conditions 18.4 to 18.6 (Russian and Belarusian Exclusion) in all relevant Subcontracts.

19. Contractor's Sensitive Information

19.1. All information belonging to the Contractor that has been acknowledged by the Authority as being commercially sensitive shall be listed in Schedule 19 (DEFFORM 539A ((Sensitive Information)) to the Contract.

20. Government Furnished Assets (GFA)

20.1. The scope and processes applicable to the provision of Government Furnished Assets (GFA), to the Contractor for the purposes of carrying out the requirements of the Contract, are to be undertaken as defined in DEFSTAN 05-099 Issue 4 Amendment 2 Managing Government Furnished Equipment (GFE).

20.2. Any GFE, Services, Facilities and Information (whether Government owned or non-government owned (including third party owned)) (together referred to as GFA supplied or to be supplied by the Authority to the Contractor under this Contract shall be recorded at Schedule 14 (GFA) to the Contract. DEFCON 611 shall apply to all Government Furnished Assets.

20.3. The GFA specific to this Contract is detailed in Schedule 14 Part 2 (GFA).

20.4. Any GFA will be issued to the Contractor free of charge for the purpose specified in the Contract. Any such GFA will be made available for collection in the UK and the Authority shall not be responsible for the transportation of these items to the Contractors' premises, nor for their return.

20.5. Without prejudice to DEFCON 611 (Issued Property), 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. 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 nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

Authority Performance Failures

20.6. If and to the extent that a GFA Failure is the direct cause of the Contractor's inability to provide the Contractor Deliverables or

perform any of its other obligations under this Contract or of the degradation of the Contractor's performance against the KPI regime set out in Schedule 9 (Performance Management), then subject to Condition 20.7 (Authority Performance Failures) the Contractor is entitled, save where the GFA Failure has been caused by any act or omission of the Contractor or any Contractor Related Party under this Contract, to apply for relief from those of its obligations that it is unable to perform as a direct result of such GFA Failure. If such act or omission of the Contractor or any Contractor Related Party has contributed to the GFA Failure, the Contractor's entitlement to relief shall be reduced by an amount proportional to such contribution to the GFA Failure.

20.7. To obtain relief pursuant to Condition 20.6 (Authority Performance Failures) the Contractor shall:

20.7.1. as soon as practicable, and in any event within twenty (20) Business Days after it became aware that the GFA Failure has adversely affected or is likely to adversely affect the ability of the Contractor to provide the Contractor Deliverables or to perform its obligations, give to the Authority a notice of its claim for relief from its obligations under this Contract;

20.7.2. as soon as practicable and in any event within ten (10) Business Days of service on the Authority of the notice referred to in Condition 20.7.1, notify the Authority of full details which are available in respect of the GFA Failure and the relief claimed;

20.7.3. comply with the provisions of these Conditions 20.6 to 20.11 (Authority Performance Failures), the reporting obligations set out in Appendix 1 to Schedule 2 (Statement of Requirement), Schedule 5 (Pricing and Payment) and the provisions of Schedule 9 (Performance Management);

20.7.4. demonstrate to the reasonable satisfaction of the Authority that:

20.7.4.1. the GFA Failure was the direct cause of the Contractor's inability to provide the Contractor Deliverables or perform any of its other obligations under this Contract or of the degradation of the Contractor's performance against the KPI regime set out in in Schedule 9 (Performance Management); and

20.7.4.2. the relief claimed could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with Good Industry Practice, without incurring material expenditure; and

20.7.5. continue to perform its obligations under this Contract subject to the constraints of the GFA Failure.

20.8. If and to the extent that the Contractor has complied with its obligations under these Conditions 20.6 to 20.11 (Authority Performance Failures), then:

20.8.1. the Authority shall not be entitled to exercise its rights arising as a result of the GFA Failure to terminate this Contract; and

20.8.2. the Authority shall give the Contractor such relief from its obligations as the Authority considers is reasonable for such a GFA Failure, in accordance with the procedures described in Schedule 5 (Pricing and Payment) and Schedule 9 (Performance Management) [provided always that where the Authority is able to assist to mitigate the GFA Failure (which may include requiring the Contractor to obtain a replacement for the relevant GFA or varying the Contractor Deliverable so as to reduce and/or eliminate the impact of the GFA Failure) and elects to do so by notice in writing to the Contractor, the Contractor shall accept such requirement or variation. In the event that the Contractor is required to obtain a replacement for the relevant GFA it shall be reimbursed any reasonable additional costs, reasonably incurred (on the production of satisfactory evidence of such expenditure) in connection with the acquisition of such replacement GFA].

20.9. The Contractor shall notify the Authority if at any time it realises or becomes aware of any information relating to the GFA Failure, giving details of that information, to the extent that such information is new or renders information previously submitted materially inaccurate or misleading.

20.10. If the Parties cannot agree the extent of any relief from the Contractor's obligations under this Contract or the Authority disagrees that any GFA Failure has occurred (or as to its consequences), or that the Contractor is entitled to any relief under these Conditions 20.6 to 20.11 (Authority Performance Failures) the Parties shall resolve the matter in accordance with DEFCON 530 (Dispute Resolution Procedure).

20.11. The Contractor shall not be entitled to any common law or equitable rights (including rights to damages or to any other rights under contract, tort or otherwise) in relation to the occurrence or subsistence of any GFA Failure.

21. Limitations On Liability

21.1. Unlimited liabilities

21.2. Neither Party limits its liability for:

21.2.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

21.2.2. fraud or fraudulent misrepresentation by it or its employees;

21.2.3. breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

21.2.4. any liability to the extent it cannot be limited or excluded by law.

21.3. The financial caps on liability set out in Conditions 21.4 and 21.5 below shall not apply to the following:

21.3.1. for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to:

21.3.1.1. the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and DEFCON 632 (Third Party IP - Rights and Restrictions);

21.3.1.2. the Contractor's indemnity in relation to **TUPE** at Schedule 18 (Transfer Regulations);

21.3.2. for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to:

21.3.2.1. the Authority's indemnity in relation to **TUPE** under Schedule 18 (Transfer Regulations);

21.3.3. breach by the Contractor of DEFCON 532A and Data Protection Legislation; and

21.3.4. to the extent it arises as a result of a Default by either Party, any fine or penalty incurred by the other Party pursuant to Law and any costs incurred by such other Party in defending any proceedings which result in such fine or penalty.

21.3.5. Not Used.

21.4. Financial limits

21.5. Subject to Conditions 21.2 and 21.3 and to the maximum extent permitted by Law:

21.5.1. throughout the Contract Period, the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

21.5.1.1. in respect of DEFCON 76 – No liability

21.5.1.2. in respect of DEFCON 514 - £5Million pounds (£5,000,000) in aggregate;

21.5.1.3. in respect of DEFCON 611 – £0.25Million pounds (£250,000)

21.5.1.4. in respect of DEFCON 612 - £3Million pounds (£3,000,000) in aggregate;

21.5.1.5. Residual Risks £8Million pounds (£8,000,000) in aggregate

21.5.2. without limiting Condition 21.5.1 and subject always to Conditions 21.2, 21.3 and 21.5.3, the Contractor's total liability throughout the Contract Period in respect of all other liabilities (but excluding any Permanent Payment Retention or any Temporary Payment Withhold, paid or payable in accordance with Schedule 9 (Performance Management), whether in contract, in tort (including negligence),

arising under warranty, under statute or otherwise under or in connection with this Contract shall be £1 Million Pounds (£1,000,000) in aggregate;

21.5.3. on the exercise of any and, where more than one, each option period or agreed extension to the Contract Period, the limitation of the Contractor's total liability (in aggregate) set out in Conditions 21.5.1 and 21.5.2 above shall be fully replenished such that on and from each such exercise or extension of the Contract Period, the Authority shall be able to claim up to the full value of the limitation set out in Conditions 21.5.1 and 21.5.2 of this Contract.

21.6. Subject to Conditions 21.2, 21.3 and 21.7, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Contract Price paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

21.7. Condition 21.6 shall not exclude or limit the Contractor's right under this Contract to claim for that part of the Contract Price due and payable by the Authority in respect of the relevant Contract Year.

21.8. Consequential loss

21.9. Subject to Conditions 21.2, 21.3 and 21.10, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

21.9.1. indirect loss or damage;

21.9.2. special loss or damage;

21.9.3. consequential loss or damage;

21.9.4. loss of profits (whether direct or indirect);

21.9.5. loss of turnover (whether direct or indirect);

21.9.6. loss of business opportunities (whether direct or indirect); or

21.9.7. damage to goodwill (whether direct or indirect),

21.9.8. even if that Party was aware of the possibility of such loss or damage to the other Party.

21.10. The provisions of Condition 21.9 shall not restrict the Authority's ability to recover any of the following losses incurred by

the Authority to the extent that they arise as a result of a Default by the Contractor:

- 21.10.1. *any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:*
- 21.10.1.1. to any Third Party;
 - 21.10.1.2. for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
 - 21.10.1.3. relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
- 21.10.2. *any or all wasted expenditure and losses incurred by the Authority arising from the Contract's Default, including wasted management time;*
- 21.10.3. *the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Contract Period and any option period or agreed extension to the Contract Period (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);*
- 21.10.4. *any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority Data, or other data or software, including, to the extent the Authority Data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority Data, data or software;*
- 21.10.5. *costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any Third Party Intellectual Property or breach of any obligations of confidence;*
- 21.10.6. *any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);*
- 21.10.7. *any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or*
- 21.10.8. *any savings, discounts or price reductions during the Contract Period and any option period or agreed extension to the Contract Period committed to by the Contractor pursuant to this Contract.*

21.11. Invalidity

21.12. If any limitation or provision contained or expressly referred to in this Condition 21 is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable

for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Condition 21.

21.13. Third Party claims or losses

21.14. Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and 632 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a Third Party under any contract with that Third Party provided that such Third Party claim:

21.14.1. *arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and*

21.14.2. *is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.*

21.15. No double recovery

21.16. Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor pursuant to any Parent Company [Bank] Guarantee.

22. Change in Law

22.1. The Contractor shall neither be relieved of its obligations to supply the Contractor Deliverables in accordance with the Contract nor be entitled to an increase in the Contract Price as a result of:

22.1.1. a General Change in Law; or

22.1.2. a Specific Change in Law where the effect of that Specific Change in Law on the Contractor Deliverables is reasonably foreseeable at the Effective Date.

22.2. If a Specific Change in Law occurs or will occur during the Contract Period (other than as referred to in Condition 22.1.2), the Contractor shall:

22.2.1. notify the Authority as soon as is reasonably practicable of the likely effects of that Specific Change in Law, including:

22.2.1.1. whether a Change is required, including to the Contractor Deliverables, the Contract Price and/or any other part of this Contract; and

22.2.1.2. whether any relief from the Contractor's obligations is required;

22.2.2. provide the Authority with evidence:

22.2.2.1. that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Subcontractor(s);

22.2.2.2. as to how the Specific Change in Law has affected the cost of providing the Contractor Deliverables;

22.2.2.3. demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

22.3. Any Change required as a result of a General Change in Law shall be made by the Authority to the Contract without the requirement to be made through the Change Procedure.

22.4. Any Contract Change to the Contract including for the avoidance of doubt, the Contract Price or relief from the Contractor's obligations resulting from a Specific Change in Law (other than as referred to in Condition 22.1.2) shall be implemented in accordance with the Change Procedure.

23. Assumptions

23.1. Schedule 10 sets out the contract assumptions, for new or amended assumptions shall be made by the Contractor to the Authority or vice-versa, discussed as part of the clarification process and Negotiation stage 5 Annex B Evaluation.

23A. Required Insurance

23A.1. **Obligation to Maintain Insurances**

23A.2. Without prejudice to its obligations to the Authority under this Contract, including its indemnity and liability obligations, the Contractor shall for the periods specified in this Condition 23A take out and maintain, or procure the taking out and maintenance of the insurances as set out in Schedule 22 (Required Insurance) of the Contract and any other insurances as may be required by applicable Law (together the "Insurances"). The Contractor shall ensure that each of the Insurances is effective no later than the date on which the relevant risk commences.

23A.3. The Insurances shall be maintained in accordance with Good Industry Practice and (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

23A.4. The Insurances shall be taken out and maintained with insurers who are:

23A.4.1 of good financial standing;

23A.4.2 appropriately regulated;

23A.4.3 regulated by the applicable regulatory body and is in good standing with that regulator; and

23A.4.4 except in the case of any Insurances provided by an Affiliate of the Contractor, of good repute in the international insurance market.

23A.5. The Contractor shall ensure that the public and products liability policy shall contain an indemnity to principal's clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Contract and for which the Supplier is legally liable.

23A.6. **General Obligations**

23A.7. Without limiting the other provisions of this Contract, the Contractor shall:

23A.7.1 take or procure the taking of all reasonable risk management and risk control measures in relation to the Contractor Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

23A.7.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and

23A.7.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

23A.8. Failure to Insure

23A.9. The Contractor shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

23A.10. Where the Contractor has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be obliged) following written notice to the Contractor to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

23A.11. Evidence of Insurances

23A.12 The Contractor shall upon the Effective Date and within 20 Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority, that the Insurances are in force and effect and meet in full the requirements of this Condition 23A. Receipt of such evidence by the Authority shall not in itself constitute acceptance by the Authority or relieve the Contractor of any of its liabilities and obligations under this Contract.

23A.13. Insurance for the Required Amount

23A.14. The Contractor shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained for the minimum limit of indemnity for the periods specified in this Condition 23A.

23A.15. Where the Contractor intends to claim under any of the Insurances for an amount or amounts that are significant in the opinion of the Authority for any matters that are not related to the Contractor Deliverables and/or the Contract, where such claim is likely to result in the level of cover available under any of the Insurances being reduced below the minimum limit of indemnity specified in this Condition 23A, the Contractor shall promptly notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity specified in this Condition 23A.

23A.16. Cancellation

23A.17. Subject to Paragraph 23A.21, the Contractor shall notify the Authority in writing at least 5 Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

23A.18. Without prejudice to the Contractor's obligations under Paragraph 23A.11, Paragraph 23A.20 shall not apply where the termination of any Insurances occurs purely as a result of a change of insurer in respect of any of the Insurances required to be taken out and maintained in accordance with this Condition 23A.

23A.19. Insurance Claims, Premiums and Deductibles

23A.20. The Contractor shall promptly notify to insurers any matter arising from, or in relation to, the Contractor Deliverables and/or this Contract for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Contractor Deliverables and/or this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.

23A.21. The Contractor shall maintain a register of all claims under the Insurances in connection with this Contract and shall allow the Authority to review such register at any time.

23A.22. Where any Insurance requires payment of a premium, the Contractor shall be liable for and shall promptly pay such premium.

23A.23. Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

23A.24. Compulsory Insurances

23A.25. The Contractor shall meet its insurance obligations under applicable Law in full, including but not limited to, UK employers' liability insurance and motor third party liability insurance.

23A.26. Insurance Claim Notification

23A.27. Except where the Authority is the claimant party, the Contractor shall give the Authority notice within 20 Working Days after any insurance claim in excess of £100,000 relating to or arising out of the provision of the Contractor Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

Scope of Contractor Deliverables

24. Articles

24.1. The Contractor shall provide the Articles to the Authority in accordance with the Schedule 2 (statement of Requirements) and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

24.2. The following provisions shall apply to Item(s) within the Schedule of Requirements:

24.3. Spares – Initial Package

24.3.1. The Contractor shall be responsible for providing Spares Initial Package in accordance with:

24.3.1.1. Schedule 2 (Statement of Requirement) Item 1.1;

24.3.1.2. Condition 28 (Delivery);

24.3.1.3. Condition 43 (Acceptance Criteria).

24.4. Support and Test Equipment

24.4.1. The Contractor shall be responsible for providing Support and Test Equipment in accordance with:

24.4.1.1. Schedule 2 (Statement of Requirement) Item 1.2;

24.4.1.2. Condition 28 (Delivery);

24.4.1.3. Condition 43 (Acceptance Criteria).

24.5. Tranche 1

24.5.1. The Contractor shall be responsible for providing Tranche 1 in accordance with:

24.5.1.1. Schedule 2 (Statement of Requirement) Item 1.3;

24.5.1.2. Schedule 3 - SRD; (Table 4);

24.5.1.3. Condition 28 (Delivery);

24.5.1.4. Condition 43 (Acceptance Criteria).

24.6. Air Drop Payload Covers (Tranche 1)

24.6.1. The Contractor shall be responsible for providing Air Drop Payload Covers (Tranche 1) in accordance with:

24.6.1.1. Schedule 2 (Statement of Requirement) Item 1.4;

24.6.1.2. Condition 28 (Delivery);

24.6.1.3. Condition 43 (Acceptance Criteria).

24.7. Spares – Package 2 (Option 1a)

24.7.1. The Contractor shall be responsible for providing Spares Package 2 in accordance with:

24.7.1.1. Schedule 2 (Statement of Requirement) Item 1.5;

24.7.1.2. Condition 28 (Delivery);

24.7.1.3. Condition 433 (Acceptance Criteria).

24.8. Tranche 2 (Option 1b)

24.8.1. The Contractor shall be responsible for providing Tranche 2 in accordance with:

24.8.1.1. Schedule 2 (Statement of Requirement) Item 1.6;

24.8.1.2. Schedule 3 - SRD; (Table 4);

24.8.1.3. Condition 28 (Delivery);

24.8.1.4. Condition 43 (Acceptance Criteria).

24.9. Air Drop Payload Covers (Tranche 2 Option 1c)

24.9.1. The Contractor shall be responsible for providing Air Drop Payload Covers (Tranche 2) in accordance with:

24.9.1.1. Schedule 2 (Statement of Requirement) Item 1.7;

24.9.1.2. Condition 28 (Delivery);

24.9.1.3. Condition 43 (Acceptance Criteria).

24.10. Support and Test Equipment 2 (option 1d)

24.10.1. The contractor shall be responsible for providing Support and Test Equipment 2 in accordance with:

24.10.1.1. Schedule 2 (Statement of Requirement) Item 1.8

24.10.1.2. Condition 28 (Delivery);

24.10.1.3. Condition 43 (Acceptance criteria).

24.11. Tranche 3 (Option 2)

24.11.1. The Contractor shall be responsible for providing Tranche 3 in accordance with:

24.11.1.1. Schedule 2 (Statement of Requirement) Item 1.9;

24.11.1.2. Schedule 3 - SRD; (Table 4);

24.11.1.3. Condition 28 (Delivery);

24.11.1.4. Condition 43 (Acceptance Criteria).

24.12. Tranche 4 (Option 3)

24.12.1. The Contractor shall be responsible for providing Tranche 4 in accordance with:

24.12.1.1. Schedule 2 (Statement of Requirement) Item 1.10;

24.12.1.2. Schedule 3 - SRD; (Table 4);

24.12.1.3. Condition 28 (Delivery);

24.12.1.4. Condition 43 (Acceptance Criteria).

24.13. Tranche 5 (Option 4)

24.13.1. *The Contractor shall be responsible for providing Tranche 5 in accordance with:*

24.13.1.1. Schedule 2 (Statement of Requirement) Item 1.11;

24.13.1.2. Schedule 3 - SRD; (Table 4);

24.13.1.3. Condition 28 (Delivery);

24.13.1.4. Condition 43 (Acceptance Criteria).

24.14. Contract Option 5

24.15. The Contractor shall be responsible for providing Contract Option 5 in accordance with:

24.15.1.1. Schedule 2 (Statement of Requirement) Item 1.12;

24.15.1.2. Schedule 3 - SRD; (Table 4);

24.15.1.3. Condition 28 (Delivery);

24.15.1.4. Condition 43 (Acceptance Criteria).

24.16. Contract Option 6

24.16.1. The Contractor shall be responsible for providing Contract Option 6 in accordance with:

24.16.1.1. Schedule 2 (Statement of Requirement) Item 1.13;

24.16.1.2. Schedule 3 - SRD; (Table 4);

24.16.1.3. Condition 28 (Delivery);

24.16.1.4. Condition 43 (Acceptance Criteria).

24.17. Contract Option 7

24.17.1. *The Contractor shall be responsible for providing Contract Option 7 in accordance with:*

24.17.1.1. Schedule 2 (Statement of Requirement) Item 1.14;

- 24.17.1.2. Schedule 3 - SRD; (Table 4);
- 24.17.1.3. Condition 28 (Delivery);
- 24.17.1.4. Condition 43 (Acceptance Criteria).

24.18. Contract Option 8

24.18.1. *The Contractor shall be responsible for providing Contract Option 8 in accordance with:*

- 24.18.1.1. Schedule 2 (Statement of Requirement) Item 1.15;
- 24.18.1.2. Schedule 3 - SRD; (Table 4);
- 24.18.1.3. Condition 28 (Delivery);
- 24.18.1.4. Condition 43 (Acceptance Criteria).

Additional Spares

24.19. The Contractor shall deliver additional Spares under SOR Item No. 7 as the Authority may elect to order during the Contract period of performance. Such procurement orders for additional Spares shall be as specified by the Authority within a duly authorised CP&F Purchase Order.

24.20. The Contractor shall acknowledge receipt of an Authority additional Spares procurement order pursuant to Condition 24.19 within five Business Days.

24.21. The Contractor shall effect delivery of the additional Spares pursuant to Condition 24.19 within the delivery lead time(s) specified within Schedule 11 (Spares Price List) of the Contract.

24.22. In the event that any new Spare is identified that is not recorded within the Spares Price List, the Authority and the Contractor shall seek to agree a Firm Price for such Spare and when such Firm Price is agreed, it shall be included in the Spares Price List (Schedule 11) via an Amendment to Contract.

Services

24.23. The Contractor shall provide the Contractor Deliverables comprising the activities detailed within Section 4 of Schedule 2 (Statement of Requirement) and shall allocate sufficient resource

to the provision of the Contractor Deliverables to enable it to comply with this obligation.

24.24. The Contractor shall at all times comply with the Quality Standards required under this Contract, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body and the standards specified in this Contract.

25. Summary of Contractor Deliverables

25.1. The Contractor shall complete all aspects of work listed in the Schedule 2 (Statement of Requirement) which are to be delivered in accordance with the document provisions therein and stated in Schedule 7 (Contractor Document Deliverables).

25.2. The Contractor Deliverables comprise the following:

25.3. Supporting Documentation - Contractor Deliverable Documents

25.3.1. The Contractor shall provide and update the Contractor Deliverable Documents in accordance with the requirements of Schedule 7 (Contractor Deliverable Documents) for the Authority's approval.

25.3.2. The Authority may reject a Contractor Deliverable Document which does not comply with the requirements of Schedule 7 (Contractor Deliverable Documents). In such cases, the Contractor shall resubmit until it is approved in writing by the Authority.

25.3.3. The submission by the Contractor and receipt by the Authority of any Contractor Deliverable or reports on the progress of the Contract shall not prejudice any rights or obligations of either Party under this Contract.

25.4. Obsolescence Management

25.4.1. The Contractor shall provide an Obsolescence management service in accordance with Schedule 2 (Statement of Requirement) Item 3.4

25.5. Configuration Control Service

25.5.1. The Contractor shall provide a Configuration Control service in accordance with Schedule 2 (Statement of Requirement) Item 3.3.

25.6. Human Factors Integration Service

25.6.1. The Contractor shall provide a Human Factors Integration service in accordance with Schedule 2 (Statement of Requirement) Item 3.10

25.7. Technical Publication Service

25.7.1. The Contractor shall provide a Technical Publication service in accordance with Schedule 2 (Statement of Requirement) Item 3.21

25.8. Technical Services

25.8.1. Technical Queries (TQs)

- 25.8.1.1. The Contractor shall provide to the Authority Design Organisation advice and assistance to Technical Queries;
- 25.8.1.2. Technical Queries shall begin three (3) months after the Effective Date and shall be managed in accordance with Item 4.1 of the Schedule 2(Statement of Requirement)
- 25.8.1.3. Routine Technical Queries shall be acted upon, and a response provided within five (5) Business Days;
- 25.8.1.4. Urgent Technical Queries shall be acted upon, and a response provided within forty-eight (48) hours;
- 25.8.1.5. Routine or Urgent Technical Queries are to take no longer than ten (10) hours to complete. Any Technical Query that is forecast to require more than ten (10) hours to complete, will require approval from the Authority through the Additional Work Authorisation tasking procedure;
- 25.8.1.6. The Contractor shall maintain a Technical Queries Register (**TQR**) in accordance with Schedule 2 (Statement of Requirement) Item 4.1.3;
- 25.8.1.7. A limit of liability shall be utilised for the purpose of TQ's. A quarterly summary of queries and utilisation shall be provided as part of KPI No: 1 at and reported at the Contract Tasking Review.

25.8.2. Fault Investigations

- 25.8.2.1. The Fault Investigation service shall begin three (3) months after the Effective Date and shall be managed in accordance with Item 4.2 of Schedule 2 (Statement of Requirement);
- 25.8.2.2. The Contractor shall respond with Fault Investigation Reports (MOD Form 761) within fifteen (15) Business Days, unless otherwise agreed with the Authority;
- 25.8.2.3. Fault Investigations are to take no longer than ten (10) hours to complete for years 1 and 2 of the contract. Any Fault Investigation that is forecast to require more than ten (10) hours to complete, will require approval from the Authority through the Additional Work Authorisation tasking procedure. Fault Investigations will reduce to five (5) hours for subsequent years
- 25.8.2.4. The Contractor shall maintain a Fault Investigation Register in accordance with SOR Item 4.2.2;
- 25.8.2.5. A limit of liability shall be utilised for the purpose of Fault Investigations. A quarterly summary of queries and utilisation shall be provided as part of KPI 1 and reported at the Contract Tasking Review.

25.8.3. *Quality Occurrence Reports (QOR's)*

25.8.3.1. The QOR service shall begin upon receipt of the first QOR raised by the originator and shall be managed in accordance with SOR item 4.3

25.8.3.2. The Contractor shall reply to the originator within 7 working days of receipt of the QOR giving details of who will be investigating the Quality Occurrence

25.8.3.3. The Contractor shall complete the required investigation within 28 working days of receiving the QOR and provide a response on MOD Form F791A.

25.8.4. *Maintenance and Repair*

25.8.4.1. The Maintenance and Repair service shall begin six (6) months after the Effective Date and shall be managed in accordance with Item 4.4 of Schedule 2 (Statement of Requirement);

25.8.4.2. The Contractor shall provide a maintenance and repair service in accordance with DEFSTAN 05-61 as requested by the Authority via the Emergent Work Authorisation tasking procedure pursuant to Condition 7.

25.9. Reports and Meetings

25.10. Reports and meetings are to be delivered in accordance with Sections 5 and 6 respectively of Schedule 2 (Statement of Requirement).

26. Emergent Work Authorisation

26.1. Contractual authority for any additional work including but not limited to Maintenance and Repair Services and Minor Rectification, shall be raised in accordance with this Condition 27. The Authority shall have the right to raise an Emergent Work Request for any other work within the scope of the Contract for agreement with the Contractor.

26.2. All tasks shall be priced on a case-by-case basis using the agreed rates at Schedule 5 (Pricing and Payment). The Authority shall not be liable for any work undertaken by the Contractor without obtaining written authorisation of the Emergent Work Authorisation Form and accompanying approved Purchase Order (PO) from the Authority's Operations Manager and Commercial Officer.

26.3. Emergent Work Authorisation Forms (the "**Task Authorisation Form**") shall be raised and placed using the

proforma at Schedule 6 (Task Authorisation Form) in accordance with the following procedure: -

26.4. Part 1 – Request for Quotation

26.4.1. Shall be raised by an Authority representative as identified in DEFFORM 111 to the Contract or an Authorised Demander as identified in the Schedule 15 (List of Authorised Demanders). It shall be completed to show the task number, task title and details of the task requirement. It shall also record any telephone conversation/e-mails or other communication where the scope of work has been agreed between the Project Manager and Contractor. Each task will be given a unique identifying reference number by the Authority.

26.5. Part 2 – Quotation

26.5.1. The Contractor shall acknowledge receipt of Part 1 within three (3) Business Days and at the same time confirm whether any additional information is required by providing the full details needed in order to progress a comprehensive proposal or confirm that the Task Authorisation Form is sufficiently detailed for the purposes of submitting a Contractor proposal. Any required information shall be clarified by the Authority with an updated Task Authorisation Form. Following the acknowledgement of Part 1, the Contractor shall provide a Firm Price Quotation, by returning the completed Task Authorisation Form Part 2 (Firm Price Quotation) section to the originator of the Task Authorisation Form and the Authority's Commercial Officer within twenty (20) Business Days of receipt of the request (or other period as agreed with the Authority's Commercial Officer).

26.5.2. Part 2 of the Task Authorisation Form shall be completed and signed on behalf of the Contractor and submitted to the Authority. It shall include a Firm Price offer, supported by a breakdown using the agreed Labour Rates at Schedule 5 (Pricing and Payment) and shall also include; Labour Hours, Material, sub-contractor, Travel & Subsistence and Profit/Overhead costs. The original Task Authorisation Form together with the price breakdown should be returned to the original Authority demander for authorisation.

26.5.3. The Contractor shall supply a work breakdown structure and full cost breakdown with each quotation.

26.6. Part 3 – Authorisation to Proceed

26.6.1. The Authority shall complete Part 3 of the Task Authorisation Form upon acceptance of the quotation provided within Part 2. The Authority's authorisation and approval for the Contractor to proceed with a task will only be given by completion of Part 3 of the Authorisation Form, which must include an approved CP&F Purchase Order (PO) number. The Contractor shall acknowledge receipt of the approved Task Authorisation Form within seven (7) calendar days confirming that the Contractor is proceeding with the task.

26.6.2. Should the Contractor wish to raise any queries or discrepancies they should do so immediately by contacting the Authority demander.

26.7. Part 4 – Completion of the Task

26.7.1. Part 4 of the Task Authorisation Form, on completion of the task, shall be completed by the Contractor (Part 4a) which is to be forwarded to the Project Manager. When the Project Manager is content that the task is complete, they shall sign part 4b and return the Task Authorisation Form to the Contractor.

26.7.2. The Authority shall have the right to cancel an individual task by applying DEFCON 656B (Termination for Convenience – Over £5M).

27. Delivery

27.1. Articles

27.2. The Contractor shall provide the Articles detailed in DID1, Schedule 7 (Contractor Delivery Plan) by the dates stated therein.

27.3. The Contractor Deliverables shall be Delivered Duty Paid by the Contractor. The consignee shall be specified on the CP&F Purchase Order by the Authority at the point of order, to any of the delivery destinations below as specified:

Consignee	Consignee Address
RAF Brize Norton	R&D Logs Squadron, RAF Brize Norton, Carterton, Oxon, OX18 3LX.
Bicester Depot	MOD Bicester, Lower Arcott, Bicester, OX25 2LP.
Defence Fulfilment Centre (DFC), Donnington	Defence Fulfilment Centre, Hortonwood 50, Donnington, Telford, TF1 7AE (Please note, postcode for SatNav purposes is: TF1 7GZ).
MOD Donnington	West Gate, MOD Donnington, Telford, TF2 8JT.
Stirling Lines	Stirling Lines, Hereford, HR4 7DD
RNAS Culdrose	RNAS Culdrose HMS S/Hawk RAF Supply, Culdrose, Helston, Cornwall, TR12 7RH.
RAF Odiham	RAF Odiham, Odiham, Hook, Hants, RG29 1QT.

27.4. Deliveries to destinations other than those stated in 25.1.2 shall be treated in accordance with DEFCON 113 (Diversion Orders).

27.5. The Authority reserves the right to change, as a Diversion Order, any previously annotated delivery destination up to one (1)

week before the scheduled delivery date. Requests for Diversion Orders must be made in writing from an Authorised Demander in Schedule 15 (List of Authorised Demanders).

27.6. If a Diversion Order incurs reasonable additional delivery and packaging costs these must be claimed as an Emergent Work Tasking subject to Authority agreement.

27.7. The Authority shall not be responsible for the cost of any transport, with all prices being provided as a Delivered Price. All transport should be carried out using DDP Incoterms.

27.8. The Contractor shall comply with the requirements set out in the Logistics Commodities Services Transformation Authority Managed Material Supplier Manual (Version 2 – LDOC/CMO/V2.0 dated 28 Jun 19) issued by the Authority and published on the Authority's Knowledge in Defence (KiD) system (as amended from time to time) (the "LCST Supplier Manual") in respect of all Contractor Deliverables which are:

27.8.1. supplied by the Contractor or any of its subcontractors under this Contract; and

27.8.2. which are to be delivered to depots which are managed and/or operated by Leidos Europe Ltd or its subcontractors pursuant to the Logistics Commodities and Services (Transformation) contract (Contract No. [LCST/0001]) ("LCS(T) Managed Depots")

27.9. If it becomes clear that the Contractor Deliverables will not be delivered within the specified timescales the Contractor shall immediately notify the Authority of the cause of delay together with a forecast delivery date.

27.10. Any changes to delivery dates must be communicated to and authorised by the Authority in writing. Variation to dates must be agreed by the Authority and may be considered an allowable mitigation if the claim submitted by the Contractor in accordance with Schedule 9 (Performance Management) to the Contract, is approved by the Authority.

27.11. Contractor Deliverable Documents

27.12. The Contractor shall deliver the Contractor Deliverable Documents in accordance with Schedule 7 (contractor Deliverable Documents).

27.13. Any changes to delivery timescales must be communicated to and authorised by the Authority's Commercial Officer in writing. Variation to timescales must be agreed by the Authority and may be considered an allowable mitigation if the claim submitted by the Contractor in accordance with Schedule 9 (Performance Management) to the Contract, is approved by the Authority.

27.14. Maintenance and Repair Service

27.15. Any item returned after a period of repair work shall be subject to the obligations within this Condition 28.

27.16. Defence Standards

27.17. Defence Standards (DEFSTANs) shall be applicable to this Contract and shall be applied as illustrated throughout the contract documentation including any Schedules, appendices, or other Contract document and shall apply in accordance with the intent of these Schedules, appendices, or any other Contract document.

28. Military Airworthiness Authority (MAA) Regulations

28.1. MAA Regulatory Publications

28.2. The Contractor shall comply with the following MAA Regulatory Publications ("MRP") issued by the Military Aviation Authority ("the Regulator"):

28.2.1. Overarching Documents:

28.2.1.1. MAA01: MAA Regulatory Policy

28.2.1.2. MAA02: MAA Master Glossary

28.2.2. Regulatory Articles:

28.2.2.1. As listed in Schedule 8 (Regulatory Article Compliance)

28.2.3. MAA Manuals

28.2.3.1. MAM-P: Manual of Airworthiness Maintenance – Process

28.2.3.2. MAM-D: Manual of Airworthiness Maintenance - Documentation

28.3. The Contractor shall comply with the Regulations set out in the Regulatory Compliance Matrix by following:

28.3.1. the acceptable means of compliance ("AMC") prescribed therein;

28.3.2. where there is more than one AMC, an AMC or AMCs agreed by the Contractor with the Regulator; or

28.3.3. other alternative means as may be agreed by the Contractor with the Regulator.

28.4. Complying with the MRP does not reduce or limit any statutory or legal obligation of the Contractor.

29. Safety and Airworthiness

29.1. Should the Contractor fail to hold DAOS accreditation or comply with the requirements of MAA Regulatory Publications (MRP) and Regulatory Articles (RA) then the Authority shall have the right to terminate the Contract, in part or in full, under DEFCON 514 Material Breach.

30. Quality Assurance

30.1. Contractors are required to hold and maintain a Quality Management System certification to ISO:9001 or suitable alternative, with the appropriate scope to deliver contract requirements, issued by a Nationally Accredited Certification Body.

30.2. The Contractor is required to ensure compliance with the following standards:

Requirement	Standard	Description
Quality Assurance	AQAP 2310	NATO Quality Management System Requirements for Aviation, Space and Defence Suppliers <i>CoC shall be provided iaw DEFCON 627.</i>
Quality Plan	AQAP 2105	A Deliverable Quality Plan is required iaw DEFCON 602A 04/23 and AQAP 2105 Edition C Version 1 Jan 2019 NATO Requirements For Quality Plans. Unless otherwise notified, the Deliverable Quality Plan shall be delivered to the Quality Assurance Representative as notified to the Contractor from time to time within three (3) months of Contract Award.

Requirement	Standard	Description
Concessions	DEF STAN 05-061	Concessions shall be managed iaw Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements - Concessions.
Contractor Working Parties	DEF STAN 05-061 Part 4	Any contractor working parties shall be provided iaw Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties.
Safety Critical Items	DEF STAN 05-061 Part 9	Quality Assurance Procedural Requirements - Independent Inspection Requirements for Safety Critical Items.
Counterfeit Material	DEF STAN 05-135	Processes and controls for the avoidance of counterfeit material shall be established and applied iaw Def Stan. 05-135, Issue 2 – Avoidance of Counterfeit Material.

30.3. For guidance on the application and interpretation of AQAPs the Contractor is to refer to the appropriate AQAP Standards Related Document (SRD).

30.4. Where Government Quality Assurance (GQA) is performed against this Contract it will be in accordance with AQAP 2070 Edition B Version 4.

31. Environmental Standards

31.1. The Contractor is required to comply with the following standards:

Requirement	Standard	Description
Environmental Management for Defence Systems	DEF STAN 00-051	This Standard is intended to ensure that Contractors have established a robust approach to environmental management within the scope of the contract and an associated Environmental Management System (EMS) is in place

32. Marking of Articles

- 32.1. The Contractor shall mark all Articles in accordance with the requirements of DEFCON 644.

34. Packaging and Labelling

34.1. The Contractor shall supply DEFFORM 129J with each Contractor Deliverable in accordance with the requirements of DEFCON 129J (The Use Of The Electronic Business Delivery Form). In addition, the Contractor shall include the following information on the DEFFORM 129J:

34.1.1. The Contractor's NATO Commercial and Government Entity (NCAGE);

34.1.2. Any delivery tracking numbers if tracked delivery is used; and

34.1.3. Where the Contractor Deliverables are elastomeric items or subject to a finite life or shelf life; the batch numbers, living details, date of manufacture, and expiry date.

34.2. The Contractor shall send a digital copy of each DEFFORM 129J to the Authority Supply Chain Management contact specified in (DEFFORM 111) on the same date as despatch.

34.3. The Contractor shall send a digital copy of each Certificate of Conformity to the Authority Supply Chain Management contact in specified in (DEFFORM 111) on the same date as despatch.

34.4. The Contractor shall supply Commercial Packaging meeting the standards and requirements of the LCST Supplier Manual. In addition, the following requirements apply:

34.4.1. The Contractor shall provide Packaging in accordance with DEFCON 129 (Packaging (For Articles Other Than Munitions)) and the packaging will be expected to survive handling in a frost-free dry warehouse environment.

34.5. The Contractor shall comply with the requirements set out for labels and barcodes in the LCST Supplier Manual. In addition, the following requirements apply:

34.5.1. the Contractor shall detail on the label for each Contractor Deliverable:

34.5.1.1. the Manufacturer's Part Number (MPN)

34.5.1.2. the Date of Manufacture (DOM)

34.6. Where the Contractor is to apply DEFSTAN 81-041 (Packaging of Defence Materiel), they shall provide the Authority's Project Managers, detailed within (DEFFORM 111), written notice of the Contractor's proposed DEFSTAN 81-041 compliant packaging and labelling. The Authority shall, within ten (10) Business Days of receipt of such notice, review and confirm the

required packaging and labelling. Where the Authority does not provide confirmation or propose an alternative standard pursuant to this Condition, the Contractor's proposed packaging and labelling standard shall be deemed as accepted.

35. Warranty

35.1. The provisions of this Condition 35 shall only apply in the event the Authority exercises the Warranty Option(s) in accordance with Condition 7 (Contract Options) of the Contract. In the event that the Warranty Option(s) are exercised in accordance with Condition 7 (Contract Options) of the Contract and this provision 35 applies, the explicit warranty(ies) exercised via the Contract Options shall be the sole warranty(ies) in respect of the Contractor Deliverables and any implied warranties in respect to quality, merchantability or fitness for purpose or otherwise shall be expressly excluded from the Contract.

35.2. **Parts and Labour Coverage**

35.2.1. The Contractor has used and will continue to use the degree of skill, care, diligence, best up-to-date practice and foresight in the performance of each of the Contractor Deliverables as specified within:

35.2.1.1. Section 1 (Equipment) of Schedule 2 (Statement of Requirement); and

35.2.1.2. Section 4.4 (Maintenance and Repair) of Schedule 2 (Statement of Requirement); and

35.2.1.3. Schedule 2 (Statement of Requirements) Item No. 7 (Additional Spares);

35.3. together the "Warranted Deliverables" that would reasonably be expected of a fully qualified and competent professional Contractor experienced in carrying out activities of a similar nature, scope, size, timescale and complexity to those comprised in the Contractor Deliverables.

35.4. The warranty provides full parts and labour coverage for workmanship or material failure of any part of the Warranted Deliverables.

35.5. In relation to any defects and/or other faults in any of the Warranted Deliverables which arise at any time during the (options to exercised by the Authority outlined on Option 11 or 12) period from point of delivery to the Authority due to any failure of the Contractor to comply with its obligations under this

Contract, the Contractor shall act as sole arbiter in relation to any remediation option under 35.2.3.1, 35.2.3.2, 35.2.4 and 35.2.5 shall:

- 35.5.1.1. remedy any such defects and/or other faults in the Warranted Deliverables as soon as reasonably practicable; and/or
- 35.5.1.2. indemnify the Authority for all costs incurred in carrying out any remedial work necessary to remedy such defects and/or other faults in the Warranted Deliverables; and
- 35.5.1.3. inform the Authority immediately if the Contractor becomes aware of any such defects and/or other faults in the Warranted Deliverables that may have an impact on the LBAD System.

35.6. In the event that the Contractor replaces any Warranted Deliverables or part thereof under the warranty set out above, such replaced Warranted Deliverables or part thereof shall be warranted under this Article 35 (warranty) against defects in parts, materials and workmanship for a further (options to exercised by the Authority outlined on Option 11 or 12) period from Acceptance by the Authority of the replacement Warranted Deliverables or part thereof.

35.7. In the event that Warranted Deliverables are repaired under the warranty they shall be warranted against defects in parts, materials and workmanship for the balance of the warranty life remaining, with the remainder of the warranty commencing from the acceptance by the Authority of the repaired Warranted Deliverable or part thereof.

Design Warranty

35.8. The Contractor warrants the LBAD System against failures or defects in design under the terms stated below:

35.8.1.1. *Against failures or defects in design for a period of (options to exercised by the Authority outlined on Option 13 or 14) from successful achievement by the Contractor of Final Design Acceptance Review (Item 6.6 (FDAR) of Section 6 of Schedule 2 (Statement of Requirement) of Contract) and will undertake any re-design necessary to rectify such failures or defects;*

35.8.1.2. *In the event that the Contractor carries out a re-design in order to rectify a failure or defect under the warranty as set out at 35.4.1 such re-design*

shall be warranted against failures or defects in design for a further (options to exercised by the Authority outlined on Option 13 or 14) period from Acceptance by the Authority of the Warranted Deliverables incorporating the re-design and will undertake any re-design necessary to rectify such failures or defects;

35.8.1.3. The Contractor shall be responsible for completing any design investigation required for any design failure recorded in MODFORM 761 as determined by the Authorities Quality Assurance (QA).

35.8.1.4. In the event that the Contractor carries out a re-design in order to rectify a design defect, the Contractor shall be responsible for rectification of all Warranted Deliverables previously Accepted by the Authority under the Contract that are affected by the design defect.

Limitations and Exclusions

35.9. The warranties set out in Conditions 35.2 and 35.3 above shall not apply in respect of damage caused by:

35.9.1.1. Any use by the Authority, including storage, maintenance, configuration or installation of the Warranted Deliverable that is not undertaken in accordance with the instructions set out in the technical manuals provided by the Contractor under the Contract;

35.9.1.2. The Authority operating the Warranted Deliverable outside of the requirements as stated in the Schedule 3 (System Requirements Document);

35.9.2. Any alteration, modification or attachments made to the Warranted Deliverable by the Authority without the Contractor's approval or not undertaken in accordance with the Contractor's documentation provided in accordance with the Contract;

35.9.2.1. GFA that is to be installed in the Warranted Deliverables where such GFA is installed in accordance with the GFA technical manuals or the GFA manufacturer's reasonable instructions and the Contractor has properly discharged his obligations pursuant to Condition 20 (Government Furnished Assets);

35.9.2.2. Accidental damage (other than that caused through fair wear and tear), misuse or neglect by the Authority; or

35.9.2.3. Damage cause by operation of the Articles outside the requirements set out in the Contract including those in the Schedule 3 (System Requirements Document).

35.10. The Contractor shall not be liable under the Warranty for:

35.10.1.1. Normal maintenance services, adjustments and the replacement of service items including but not limited to, oils, filters and lubricants made in connection with such services;

35.10.1.2. Replacement or repairs to remedy fair wear and tear to any part or Warranted Deliverables; or

35.10.1.3. *Rectifications where no Contractor fault is found as recorded in BOX 15 MODFORM 761 as determined by the Authorities Quality Assurance (QA)*

35.10.1.4. *If it is determined that any of the above reasons listed in this Clause 35.5 caused the alleged failure, the Contractor shall be reimbursed for the reasonable costs incurred in carrying out the procedures under Warranty.*

Pass Through Warranties

35.11. The Contractor shall use reasonable endeavours to procure from its Sub-Contractors a warranty at no additional cost in any Contractor Deliverables or part of any Contractor Deliverables to be provided by such Sub-Contractors ('transferable warranties').

35.12. In circumstances where the Contractor's Sub-Contractors offer a transferable warranty at no additional cost in any Contractor Deliverables or part of any Contractor Deliverables, the Contractor shall pass the benefit of this to the Authority.

35.13. The Contractor shall provide the Authority's Commercial Officer with a list of transferable Warranties within 20 Business Days of Contract Award.

35.14. On or prior to Acceptance, the Contractor shall notify the Authority of any transferable warranties the benefit of which shall pass to the Authority.

35.15. For the avoidance of doubt, the provisions of Condition 35 (Warranty) shall take precedence in the event the terms of transferable warranties are offered on less favourable terms.

Pricing

36. Pricing

36.1. The Contract Prices for Schedule Of Requirements Items 1 to 8 shall be as stated within the Schedule Of Requirements and as defined within Schedule 5 (Pricing and Payment) of the Contract.

Payment

37. Payment

- 37.1. All payments to be made by the Authority to the Contractor under the Contract shall be subject to the provisions of this Condition 37 as well as Condition 16 (Performance Management) of this Contract.
- 37.2. The Contractor shall ensure that all claims for payment reflect the Contract Prices as detailed in the Schedule of Requirements and sub-detailed in Schedule 5 (Pricing and Payment). Any claim for payment that does not accord with this Condition shall not be regarded as valid claim for payment. Further, If the Authority considers that the Contractor has failed to perform any of its obligations under the Contract, the Authority may, wholly or in part, withhold any payment due under the Contract or recover from the Contractor any payment already made, or both. The making of any payment to the Contractor by the Authority shall in no way reduce the liability of the Contractor to carry out its obligations under the Contract.
- 37.3. Specific payment Conditions relating to Schedule 2 (Statement of Requirement) Items 1.1 to 1.15 shall be in accordance with Schedule 5 (Pricing and Payment).
- 37.4. Payment to the Contractor 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 the Contract. The acceptance arrangements that shall apply to the services and deliverables to be provided by the Contractor under the Contract shall be as detailed in Condition 43 (Acceptance Criteria) of this Contract.
- 37.5. The Contractor shall submit claims for payment in accordance with DEFCON 522 (Payment and Recovery of Sums Due) and the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

Intellectual Property

38. IPR DEFCON Application

- 38.1. The following DEFCONs shall be applicable to the Contractor Deliverables:

DEFCON	Description	Applicable Contractor Deliverable
707	To obtain Limited Rights to technical data.	Technical data provided within DID 20 in accordance with Schedule 7 (Contractor Deliverables).

38.2. DEFCON 707 (Paragraph 4, Limited Rights) shall apply to all technical data concerned with the following:

38.2.1. Configuration;

38.2.2. Assembly repair;

38.2.3. Maintenance of Equipment (to include but not limited to the airdrop platform, parachutes, and ancillary equipment);

38.2.4. Applicable lifting policy information;

38.2.5. Test data;

38.2.6. The Authority has a requirement to develop training material, and to develop other elements not generated by the Contractor including but not limited to AP101B-8301-11C1 and DAP101P-0001-5A1.

38.3. Information purporting to Conditions 38.2.1 to 38.2.6 shall be marked in accordance with Clause 14b of DEFCON 707.

39. Subcontracts

39.1. The Contractor shall not place any Subcontract or order which may reasonably be expected to create any Intellectual Property required under the Contract without the prior written consent of the Authority.

39.2. Unless otherwise agreed, the Authority's consent referred to in Condition 39.1 will be conditional on the proposed Subcontractor concluding a direct agreement with the Authority in the form of DEFFORM 177 referred to within Schedule 16 (DEFFORM 177 (Design Rights Agreement)). Wherever possible the request for approval should be accompanied by two (2) copies of the agreement signed by the Subcontractor. If, in any case the Contractor is unable to comply with this Condition it shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Subcontract or order.

40. Sharing of Information

- 40.1. The Authority may make Limited Rights Information available to Third Parties for the purposes of integration, safety case development, training and operations. The Contractor shall be given the opportunity to identify any commercial risk from such disclosure and the Authority and the Contractor shall work in good faith to minimise the risk through redaction or use restrictions.
- 40.2. No disclosure shall be made without first giving the Contractor the opportunity to enter into a direct confidentiality agreement with the intended recipient, substantially similar to DEFFORM 94.

Import and Export Licences

41. Import / Export Licence Application

- 41.1. If, in the performance of the Contract, the Contractor needs to import into the UK or export out of the UK anything not supplied by or on behalf of the Authority and for which a UK import or export licence is required, the responsibility for applying for the licence shall rest with the Contractor in accordance with DEFCON 528.

42. International Traffic in Arms Regulations

- 42.1. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to: International Traffic in Arms Regulations (ITAR) in accordance with DEFCON 528.

Acceptance Criteria

43. Schedule of Requirement Acceptance

- 43.1. Without prejudice to Condition 27 (Delivery), the Articles shall be accepted as follows:

43.1.1. Initial Provision - Spares Package to enable Tranche 1 Flight Trials (Schedule of Requirements Item 1.1) shall be accepted in accordance with the following Contract documents:

- 43.1.1.1. Schedule 2 (Statement of Requirement);
- 43.1.1.2. Schedule 12 (Acceptance Plan).

43.1.2. Support and Test Equipment (Schedule of Requirements Item 1.2) shall be accepted in accordance with the following Contract documents:

43.1.2.1. Schedule 2 (Statement of Requirement);

43.1.2.2. Schedule 12 (Acceptance Plan).

43.1.3. Tranche 1 (Schedule of Requirements Item Number 1.3) shall be accepted in accordance with the following contract documents:

43.1.3.1. Schedule 2 (Statement of Requirement);

43.1.3.2. Schedule 12 (Acceptance Plan);

43.1.3.3. Schedule 4 (Top Level T & E Plan);

43.1.3.4. Full compliance with Schedule 3 (System Requirement Document).

43.1.4. Airdrop Payload Covers 1 (Schedule of Requirements Item Number 1.4) shall be accepted in accordance with the following contract documents:

43.1.4.1. Schedule 2 (Statement of Requirement);

43.1.4.2. Acceptance Plan (Schedule 12).

43.1.5. Spares Package 2 (Schedule of Requirements Item Number 1.5) shall be accepted in accordance with the following contract documents:

43.1.5.1. Schedule 2 (Statement of Requirement);

43.1.5.2. Schedule 12 (Acceptance Plan).

43.1.6. Option - Tranche 2 – (Schedule of Requirements Item Number 1.6) shall be accepted in accordance with the following contract documents:

43.1.6.1. Schedule 2 (Statement of Requirement);

43.1.6.2. Schedule 12 (Acceptance Plan);

43.1.6.3. Schedule 4 (Top Level T & E Plan);

43.1.6.4. Full Compliance with Schedule 3 (System Requirement Document).

43.1.7. Airdrop Payload Covers 2 (Schedule of Requirements Item Number 1.7) shall be accepted in accordance with the following contract documents:

43.1.7.1. Schedule 2 (Statement of Requirement);

43.1.7.2. Schedule 12 (Acceptance Plan).

43.1.8. Support and Test Equipment 2 (Schedule of Requirements Item 1.8) shall be accepted in accordance with the following Contract documents:

43.1.8.1. Schedule 2 (Statement of Requirement);

43.1.8.2. Schedule 12 (Acceptance Plan).

43.1.9. Option - Tranche 3 – (Schedule of Requirements Item Number 1.9) shall be accepted in accordance with the following contract documents:

43.1.9.1. Schedule 2 (Statement of Requirement);

43.1.9.2. Schedule 12 (Acceptance Plan);

43.1.9.3. Compliance with F100A.

43.1.10. OPTION - Tranche 4 – (Schedule of Requirements Item Number 1.10) shall be accepted in accordance with the following contract documents:

43.1.10.1. Schedule 2 (Statement of Requirement);

43.1.10.2. Schedule 12 (Acceptance Plan);

43.1.10.3. Compliance with F100A.

43.1.11. OPTION - Tranche 5 – (Schedule of Requirements Item Number 1.11) shall be accepted in accordance with the following contract documents:

43.1.11.1. Schedule 2 (Statement of Requirement);

43.1.11.2. Schedule 12 (Acceptance Plan);

43.1.11.3. Compliance with F100A.

43.1.12. OPTION 5 – (Schedule of Requirements Item Number 1.12) shall be accepted in accordance with the following contract documents:

43.1.12.1. Schedule 2 (Statement of Requirement);

43.1.12.2. Schedule 12 (Acceptance Plan);

43.1.12.3. Compliance with F100A.

43.1.13. OPTION 6 – (Schedule of Requirements Item Number 1.13) shall be accepted in accordance with the following contract documents:

43.1.13.1. Schedule 2 (Statement of Requirement);

43.1.13.2. Schedule 12 (Acceptance Plan);

43.1.13.3. Compliance with F100A.

43.1.14. OPTION - 7 (Schedule of Requirements Item Number 1.14) shall be accepted in accordance with the following contract documents:

43.1.14.1. Schedule 2 (Statement of Requirement);

43.1.14.2. Schedule 12 (Acceptance Plan);

43.1.14.3. Compliance with F100A.

43.1.15. **OPTION - 8 (Schedule of Requirements Item Number 1.15)** shall be accepted in accordance with the following contract documents:

43.1.15.1. Schedule 2 (Statement of Requirement);

43.1.15.2. Schedule 12 (Acceptance Plan);

43.1.15.3. Compliance with F100A.

Contract Management and Administration

44. Meetings and Minutes

44.1. The Contractor shall meet their obligations in accordance with the specific meetings stated in Section 5 and 6 of Schedule 2 (Statement of Requirement) to the Contract. In addition, the Authority or the Contractor reserves the right to call an extraordinary project meeting with the Parties to review and/or discuss a significant issue arising that cannot wait for the next scheduled meeting. Such meeting(s) may be held at either the Contractor's site or on the Authority's premises at no additional cost to the Authority and are expected to be only called in extreme circumstances. Any actions that arise from such meetings will be agreed in accordance with the Emergent Work Authorisation process.

44.2. The Contractor shall attend with the appropriate level of representation as indicated in the specific meeting requirement.

44.3. Should the Contractor feel it is necessary to expand the meeting attendees for any reason, this shall be agreed with the Authority a minimum three (3) Business Days prior to the meeting taking place.

44.4. Minutes and secretariat services shall be taken and delivered where requested in accordance with Schedule 2 (Statement of Requirement).

45. Progress Management and Access

45.1. The Authority must be kept informed of, and have the appropriate access to the required infrastructure and/or facilities for its representatives to assess the progress of the work under this Contract. Accordingly, and notwithstanding the requirements for particular information detailed elsewhere in this Contract, the

Contractor shall keep the Authority's Project Manager informed and, whenever the need arises, inform them as appropriate, and without delay, of any matter which has, or may have, a significant effect on the planned execution of the Contractor Deliverables or individual task.

- 45.2. The Contractor shall also provide the Authority's representatives with reasonable access to any relevant technical and/or commercial information following reasonable notice being provided by the Authority. The Contractor shall ensure that similar rights, requirements, and facilities are contractually secured in respect of its Subcontractors.

46. Publicity and Communications with the Media

- 46.1. The Contractor shall not, and shall ensure that any employee or Subcontractor shall not, communicate with the press, television, radio or any other media on any matter concerning this Contract unless the Authority has given its prior written consent.

47. Points of Contact

The Contractor

- 47.1. The Contractor shall provide the Authority with the following points of contact upon commencement of the Contract:
- 47.1.1. a primary Commercial point of contact to manage the overall contract; and
 - 47.1.2. a primary Project Delivery point of contact to manage the delivery of Contractor Deliverables and
 - 47.1.3. a primary Technical point of contact to resolve open technical points that may arise during Ground Assessment and the duration of the overall contract.
- 47.2. The Contractor shall inform the Authority of any changes to the points of contact throughout the Contract Period.

The Authority

- 47.3. The Authority points of Contact can be found in DEFFORM 111.
- 47.4. A list of Authorised Demanders is included at Schedule 15 (List of Authorised Demanders).

47.5. The Contractor shall inform the Authority of any changes to the points of contact throughout the Contract Term.

Signatories

This Contract has been entered into:

SIGNED BY)
for and on behalf of)
THE SECRETARY OF STATE FOR DEFENCE)

[To be populated at Contract Award]

SIGNATURE

NAME

DATE.....

SIGNED BY)
for and on behalf of)
(Company Number:))

[To be populated at Contract Award]

SIGNATURE

NAME

DATE.....

DOCUMENT CONFIGURATION CONTROL

Document Information

Title & Sub-title:	Definitions and Abbreviations
Document No:	Schedule 1
Filename:	01_20250319-706048451_LBAD Schedule 01_Definitions and Abbreviation-v1.0-OSC
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Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	Samuel Smyth
0.2	27/06/2024	Various updates	Various	Samuel Smith
0.3	03/02/2025	Official Descriptor updated, Various updates & Formatting	Various	Lee McMahon
0.4	26/02/2025	Updated law tracked changes		
1.0	19/03/2025	Initial Contract Issue		Lee McMahon

Definitions

1. In this Contract the following expressions shall have the following meanings in addition to those included with DEFCON 501:

Definition	Meaning
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Acceptance	means the satisfaction of the Acceptance Criteria for the relevant Contractor Deliverable in accordance with Schedule 12 (Acceptance Plan) and “ Accept ” and “ Accepted ” shall be construed accordingly.
Acceptance Criteria	means the criteria for Acceptance of a Contractor Deliverable as set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Acceptance Plan	means the plan for Acceptance of any Contractor Deliverable in accordance with Schedule 12 (Acceptance Plan).
Acceptance Procedure	means the procedure for Acceptance of the relevant Contractor Deliverable set out in paragraph 1 of Schedule 12 (Acceptance Plan).
Acceptance Process	means the process for Acceptance of the relevant Contractor Deliverable set out in Schedule 12 (Acceptance Plan).
Achieved Performance Level	means the Performance Level achieved by the Contractor in the relevant reporting period in accordance with the provisions of KPI Form 1 and KPI Form 2.
Aerial Drop	shall mean the controlled dispatch of the LBAD System from the Atlas C Mk 1 during flight, delivering a payload into water.
Air Drop Payload Cover	shall mean a bespoke payload cover that is securable to the payload and compatible with airdrop equipment that reduces any interference during the system extraction and deployment. Not to be associated with an environmental or transportation cover.
Airborne Equipment Release Certificate (AERC)	shall mean the formal clearance process and documentation to enable the LBAD capability to be dispatched.
Airworthy	means Aircraft declared as serviceable in the Aircraft Technical Log in accordance with the Aircraft Document Set (as defined in the CAA Air Operators Certificate) and is therefore considered fit to fly and “ Airworthiness ” shall be construed accordingly.
Ancillary Equipment	means equipment required to construct, extract and deploy a complete LBAD System that is not the LBAD Platform or the Parachute Set. This will include, but not be limited to: i. Parachute tray; ii. Extraction equipment:

	<ul style="list-style-type: none"> a. Extraction bridles b. Mechanisms (for extraction, deployment and jettison); iii. Static lines and risers ; iv. Parachute disconnects; v. Carry-on equipment that is not part of the aircraft vi. Single use items; vii. Platform recovery equipment (training scenarios only); viii. Air Drop Payload Cover.
Ancillary Set	<p>Means a single set of Ancillary Equipment to enable the configuration, payload loading, extraction and deployment of a single LBAD Platform. To include recovery equipment in training scenarios only.</p> <p><u>Note:</u> Air Drop Payload Cover is ordered outside of Ancillary Set PO (Air Drop Payload Cover ordered as per item 1.4 & 1.7 of Schedule 2 (Statement of Requirements)).</p>
Articles	<p>means the Contract Deliverables (goods) (SOR Items 1, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Statement of Requirements) but excluding incidentals outside Schedule 2 (Statement of Requirements) such as progress reports (This definition only applies when DEFCONs are added to these Conditions).</p>
Asset Transfer Agreement	<p>means an agreement in the form agreed between the Parties which for the purposes of paragraph 9 of Schedule 13 (Exit Management) shall be consistent with the principles set out in Part 2 (Asset Transfer Agreement principles) of Appendix 2 (Exit Agreements) to Schedule 13 (Exit Management) (unless otherwise agreed).</p>
Authority	<p>means the Secretary of State for Defence acting on behalf of the Crown.</p>
Authority Data	<p>means</p> <ul style="list-style-type: none"> a. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any

	<p>electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> i. supplied to the Contractor by or on behalf of the Authority; or ii. generated by the Contractor in performing this Contract, <p>except in all cases to the extent that any such material is or becomes the property of the Contractor pursuant to the provisions of this Contract; and</p> <ul style="list-style-type: none"> b. any Personal Data which the Authority discloses to the Contractor or are generated by the Contractor in performing this Contract.
Authority's Representative(s)	shall be those person(s) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7.
Baseline	means the mutually agreed starting point or value that can be used to measure schedule progress against.
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays.
Central Government Body	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency.
Change	means a change which the Authority or the Contractor shall be entitled to propose in accordance with DEFCON 620 (Contract Change Control Procedure).
Change in Law	means any change in Law which impacts on the performance of the Contractor Deliverables which comes into force after the Effective Date.
Change Procedure	means the processes for implementing a formal Change to this Contract pursuant to DEFCON 503 (Formal

	Amendments to Contract), DEFCON 606 (Change and Configuration Control Procedure) and DEFCON 620 (Contract Change Control Procedure).
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1).
Comparable Supply	means the supply of services to another customer of the Contractor that are the same as or similar to any of the Contractor Deliverables.
Conditions	means the terms and conditions set out in this document.
Conditions Precedent	shall have the same meaning as defined in Condition 3.4.
Conflict of Interest (COI)	means a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
Consignee	means to whom the Contract Deliverables are to be delivered or on whose behalf they are to be collected at the address specified or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order.
Consignor	means the name and address specified from whom the Contract Deliverables will be dispatched or collected.
Contract	means the Contract including its Schedules, Annexes and any amendments agreed by the Parties in accordance with DEFCON 503 (Formal Amendments to the Contract).
Contract Award	means the point in time at which the contract offer is made by the Authority to the successful tenderer.
Contract Deliverable Documents	means the documents referred to in Schedule 7 (Contract Deliverable Documents).
Contract Extension Option	means the extension of the following: <ol style="list-style-type: none"> 1. Services; 2. Technical Services; 3. Emergent Work Procedure; 4. Additional Spares.
Contract Period	means the period commencing on and from the Effective Date and ending on the earlier of the Expiry Date and the Termination Date.
Contract Price	means the amount set out in Schedule 2 (Statement of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the

	Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contract Tasking Report	means the reports to be prepared by the Contractor and delivered to the Authority from time to time during the Contract Period in accordance with Schedule 2 (Statement of Requirement).
Contract Year	Year 1 = Date of Contract Award – +12 calendar months Subsequent contract years will also be 12 calendar months therefore total contract term will be for a period of 120 months.
Contractor	means the person who, by the Contract, undertakes to supply the Contract Deliverables, to the Authority as is provided by 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, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.
Contractor Assets	means all assets and rights owned by the Contractor and used by the Contractor or Subcontractors to provide the Contractor Deliverables in accordance with the terms of this Contract (for the avoidance of doubt, excluding those provided by or belonging to the Authority).
Contractor Deliverable(s)	means the goods, equipment and/or the services (including Services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under this Contract including the Contractor Deliverables relating to all of the Exercised Options and any Emergent Work.
Contractor Delivery Plan	means the Contractor's plan for delivery of the Contractor Deliverables set out in Schedule 7 (Contract Deliverable(s) Documents).
Control	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls

	the Contractor ceases to do so or if another person acquires Control of the Contractor.
CP&F	means the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy.
Critical Design Acceptance Review (CDAR)	The CDAR demonstrates that the maturity of the design and supporting documentation is appropriate to support proceeding with integration, and test.
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A (6) of the First Schedule to the Registered Designs Act 1949.
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: <ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code. e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
Data Item Description (DID)	means the data item description set out in Schedule 7 (Contract Deliverable Documents).
Data Protection Legislation	means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

	<p>(1) UK GDPR;</p> <p>(2) DPA 2018; and</p> <p>(3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended,</p> <p>each to the extent that it relates to the processing of personal data and privacy.</p>
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet).
DDP Incoterms	means Delivered Duty Paid Incoterms. This shall apply to all Articles purchased under this Contract unless amended by the Authority.
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk .
Default	means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default.
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk .
Deliver	means the handover of the Contract Deliverables / Articles to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed; accordingly.
Delivered Price	means the price provided for the Articles as specified in Schedule 2 (Statement of Requirements). Delivered Duty Paid (DDP) Incoterms will be applicable to all Articles.
Delivery Date	means the date as specified in Schedule 2 (Statement of Requirements) on which the Contract Deliverables / Articles or the relevant portion of them are to be Delivered or made available for Collection.

Delivery Plan	means the Contractor's plan for delivery of the Contractor Deliverables set out in DID 01 (Contract Delivery Plan (CDP of Schedule [7] of the Contract.
Denomination of Quantity	means the quantity or measure by which an item of material is managed.
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988.
Design Warranty	has the meaning given to it by Condition 35 (Warranty) of the Contract.
Dispute	means any dispute, claim or difference of whatever nature arising out of, in connection with, or in relation to this Contract, including a claim based on contract, tort, equity or domestic or international statute.
Dispute Resolution Procedure	means the procedure for resolving Disputes in accordance with DEFCON 530 (Contract Terms and Conditions).
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contract Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet).
DPA 2018	means the Data Protection Act 2018.
Effective Date	means the date the Contractor signs the Acceptance of Offer of Contract (DEFFORM 10) or Receipt of the Acceptance of Tender (DEFFORM 159) issued by the Authority in respect of this Contract and which will be the start date of this Contract.
Emergent Work Request	means any work requested by the Authority outside of the original Contract scope and Emergent Work shall be construed accordingly.
Employee Liability Information	shall have the same meaning as defined in Schedule 18 (Transfer Regulations).
Employing Sub-Contractor	shall have the same meaning as defined in Schedule 18 (Transfer Regulations).
Entry Criteria	means all of the criteria specified in the row numbered 6 of the table applicable to the relevant SOR Item number set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Ethical Wall Agreement	means the agreement referred to in paragraph 4 of Schedule 13 (Exit Management) in substantially the form set out at Appendix 1 (Draft Ethical Wall Agreement) to Schedule 13 (Exit Management).

Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET.
Exclusive Assets	means those Contractor Assets used by the Contractor or a Subcontractor which are used exclusively to provide the terminated or expired Contract Deliverables under this Contract and not under any other contract.
Exercised Option	means an Option that has been exercised in accordance with Condition 7.
Exit Criteria	means all of the criteria specified in the row numbered 7 of the table applicable to the relevant SOR Item number set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Exit Plan	means the plan produced and updated by the Contractor during the Contract Period in accordance with paragraph 5 (Exit Plan) of Schedule 13 (Exit Management).
Expiry Date	means [insert date of expiry without any extension of the term] as such date may be extended in accordance with Condition 7.3 (Contract Extension Options).
F100A	MOD Form 100A is a Certificate of Design (CoD), produced in accordance with MRP RA5103 covering the requirement to identify the extent to which design specifications have been achieved.
Final Design Acceptance Review (FDAR)	the FDAR demonstrates the final design and supporting documentation is appropriate to support In-Service use of the LBAD System.
Firm Price	means a price (excluding VAT) which is not subject to variation.
Firm Price Quotation	means a price (excluding VAT) generated in response to a Task Authorisation Form which is not subject to variation.
Fixed Price	means a price (excluding VAT) which is subject to variation.
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging.
Flight Test Plan	means the top-level test and evaluation plan provided by the Authority within the LBAD ITN for the purposes of

	Contractor's understanding, which covers the ground assessment and flight trials phases.
Flight Trial 1	is full flight test and evaluation of the LBAD System with the Maritime Interdiction Craft (Medium) in a single dispatch or two payloads dispatched on separate drop zone passes. Flight Trial 1 will include activity with parachutists following the LBAD System and night dispatch.
Flight Trial 2	is full flight test and evaluation of the LBAD System with the remaining nominated craft in a single dispatch or two payloads dispatched on separate drop zone passes and a sequential dispatch of two payloads on the same drop zone pass. Flight Trial 2 will include activity with parachutists following the LBAD System and night dispatch.
Flight Trials Acceptance Date	shall be the date which the Authority considers the LBAD System to have successfully passed Flight Trials in accordance with Condition 9.
Flight Trials Date	means TBC or such a date as the Authority may in its absolute discretion agree if the date for the delivery of the LBAD System set out in the Contractor's Delivery Plan is earlier.
Formal Notice	has the meaning given in Condition 11.4 (Termination).
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply.
GFA Failure	means the failure of the Authority to provide GFA.
Good Industry Practice	means that degree of skill, care, prudence and foresight and operating practice, which would reasonably and ordinarily be expected from time to time of a skilled and experienced contractor engaged in the same type of undertaking as that of the Contractor and/or any Subcontractor under the same or similar circumstances.
Government Furnished Assets (GFA)	has the meaning given in Condition 20.
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.

Illustrated Parts Catalogue	is a reference document describing in comprehensive detail, along with illustrations and part numbers of every LBAD System component.
Information	means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract.
Initial Design Acceptance Review (IDAR)	the IDAR demonstrates that the maturity of the design and supporting documentation is appropriate to meet the outcomes of FT1 and allow the Authority an interim capability.
Initial Provision (IP)	means all spares, equipment and consumables to enable the Authority to conduct the equivalent of 80 aerial drops/2 years in service using the LBAD System. IP is the collective term for Spares Package 1, and Spares Package 2, as detailed within Schedule 2 (Statement of Requirement).
Intellectual Property	means patents, rights to inventions, trademarks, service marks, domain names, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, rights in information (including know-how and trade secrets), trade or business names and other similar rights or obligations, whether registrable or not, in any country (including the United Kingdom) for the full term of the rights together with any extensions.
Interface Control Document (ICD)	is a reference document to support the tender documentations detailing specifics of equipment the LBAD System is required to be compatible with, as detailed within the Systems Requirements Document.
Issued Property	means any 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.
Joint Air Delivery Test and Evaluation Unit (JADTEU)	is the tri-service unit, part of the Air and Space Warfare Centre, based at RAF Brize Norton, UK. The mission of JADTEU is to enable the delivery by air, of personnel, machines and material through development trials, and training to enhance defence capability.
Key Performance Indicator (KPI)	means the performance measures described in Schedule 9 (Performance Management), being KPI 1 and KPI 2.
KPI 1	means the KPI described in paragraphs 2.1 and 3 (KPI Form 1) of Schedule 9 (Performance Management).
KPI 2	means the KPI described in paragraphs 2.1 and 4 (KPI Form 2) of Schedule 9 (Performance Management).

KPI Forms	means the KPI Forms describing KPI 1 and KPI 2.
KPI Reporting Frequency	means the reporting frequency for KPI 1 and KPI 2 as set out in Table 1 (Key Performance Indication Overview) to paragraph 2.1 of Schedule 9 (Performance Management).
KPI Retention Regime	means the description of the amount of withholds and retentions which will be made by the Authority in the event that the Contractor does not achieve the required performance levels.
Law	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.
LBAD Platform	shall mean all components and accessories required to accommodate a payload, including restraint fixtures.
LBAD System	<p>shall mean all equipment required to enable an LBAD capability for dispatch of the nominated (and future) large boat type; from the Atlas C Mk1 (A400M) aircraft.</p> <p>This includes:</p> <ul style="list-style-type: none"> • LBAD Platform • Parachute Set (Extraction, Descent and Platform, where applicable) • Ancillary Equipment to enable the LBAD capability • Relevant certification/airworthiness documentation to accompany equipment <p>LBAD System will be compatible with the following in-service equipment, as referenced in:</p> <ol style="list-style-type: none"> 1. ICD-001 – Standard Equipment; 2. ICD-002 – Mechanical Handling Equipment/Air Cargo Handling Equipment and ancillaries (unless specific to LBAD solution); 3. ICD-003 – Atlas C Mk1 (A400M) Air System Supplement;

	<ol style="list-style-type: none"> 4. ICD-004 – LPB; 5. ICD-005 – RPC; 6. ICD-006 – MIC (M); 7. ICD-007 – MIC (H); 8. TEA-A4-210966-1 – Interface Requirements for Future Platforms.
LCST	means Logistics Commodities & Services Transformation.
LCST Supplier Manual	shall have the same meaning as defined in Condition 28.8
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the Contract documents are issued by the Authority shall apply.
Lessee	means the Authority’s Representative(s).
Lessor	means the Contractor.
Littoral Patrol Boat (LPB)	one of the four payload variants LBAD System is required to be capable of delivering. Defined in ICD 004.
LoAA	Letter of Aviation Authority.
Loan Agreement	means the agreement under which the Contractor loans its LBAD solution to the Authority.
Logistics Readiness Review	means the review conducted by the Authority to assess the LBAD System, maintainability, supportability and status of the Contractor’s supplied LBAD System and documentation.
Major Rectification	means a rectification that has appreciable effect on the mass, balance, structural strength, operational characteristics or other characteristics affecting the Airworthiness of the LBAD System.
Maritime Interdiction Craft (MIC) Heavy (H)	one of the four payload variants LBAD System is required to be capable of delivering. The MIC payloads include a Medium and Heavy variant. Defined in ICD 007.
Maritime Interdiction Craft (MIC) Medium (M)	one of the four payload variants LBAD System is required to be capable of delivering. The MIC payloads include a Medium and Heavy variant. Defined in ICD 006.
Mater Records Index (MRI)	means a controlled record / document of the build standard of equipment and shall include the complete drawing set including sub-assemblies, raw material

	<p>specifications, proprietary items (British Standards etc.) and all source control specifications.</p> <p>An MRI is intended to:</p> <ul style="list-style-type: none"> A. provide a reference to the Master Design Records of the latest and earlier design states of the referenced System Drawings and Specifications; B. enable the Contract Build State to be precisely defined for Production Orders; C. enable the required Design State to be identified in a Certificate of Design.
Milestone(s)	means each of the milestones numbered 1 to 16 in the Milestone Payment Plan according to a defined stage of progress, which is dependent on successful completion of Contractor Deliverables.
Milestone Payment	means payments due for Milestones listed in the Milestone Payment Plan iaw the Milestones tab within Schedule 5 Pricing and Payment following Acceptance, in accordance with Schedule 12.
Milestone Payment Plan	means the milestone payment plan set out at Appendix 1 to Schedule 5 (Pricing and Payment).
Military Packager Approval Scheme (MPAS)	means the MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).
Military Permit To Fly (MPTF)	means approvals stating the definition, airworthiness, safety and limitations of Air System to be flown. For LBAD System this will encompass an MPTF for the Atlas C Mk 1 and an MPTF(AE) for the LBAD System.
Minor Rectification	means a rectification that has no appreciable effect on the mass, balance, structural strength, operational characteristics or other characteristics affecting the Airworthiness of the LBAD System.
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949.
Net Book Value	means the net book value of the relevant Contractor Asset(s) calculated in accordance with the usual depreciation policy of the Contractor as at the Effective Date.

New Provider	has the meaning given in Schedule 18 (Transfer Regulations).
Notices	means all notices, orders, or other forms of communication required to be given in writing under or in connection with this Contract.
Notifiable Default	means a default declared by either of the Parties pursuant to Condition 9.
Occurrence	means an unplanned event associated with the operation of an Aerial Delivery Equipment System in which: a person is injured; an Aerial Delivery Equipment System sustains damage or structural failure that adversely affects its structural strength, performance or capability characteristics, or requires major repair or component replacement; or which hazards or could hazard the deploying Air System operations (including logistical issues).
Option	means each Option set out or referred to in Schedule 2 (Statement of Requirement) and/or the Schedule of Requirements.
Option Firm Price	means in respect of each Option that is identified in the Statement of Requirements (Schedule 2) and/or the Schedule of Requirements and more particularly referred to in Schedule 5 as having a Firm Price and in respect of such period only as the price payable by the Authority in respect of the Contractor's performance of the relevant part of the Option as being an Option Firm Price), as adjusted in accordance with the provisions of Schedule 5 (Pricing and Payment).
Option Fixed Price	means in respect of each Option that is identified in the Statement of Requirements (Schedule 2) and more particularly referred to in Schedule 5 as having a Fixed Price and in respect of such period only as the price payable by the Authority in respect of the Contractor's performance of the relevant part of the Option as being an Option Firm Price), as adjusted in accordance with the provisions of Schedule 5 (Pricing and Payment).
Option Price	an Option Firm Price and/or an Option Fixed Price, as the context requires.
Original Expiry Date	means the Expiry Date as at the Effective Date (and prior to any extension in accordance with Condition 7.3 (Contract Extension Options)).
Overseas	shall mean non-UK or foreign.

Packaging	<p>Verb. The operations involved in the preparation of material for transportation, handling, storage and Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contract Deliverables for transportation and storage in accordance with the Contract.</p>
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement.
Parachute Set	means a quantity of parachutes required to support the Boat payload and LBAD System for both extraction and descent and "Parachute Sets" shall be construed accordingly.
Parachute System	means a quantity of parachutes required to support the payload range (3,000kg-12,000kg) for both extraction and descent.
Parties	means the Contractor and the Authority, and "Party" shall be construed accordingly.
Parts & Labour Warranty	has the meaning given to it by Condition 35 (Warranty) of the Contract.
Payment Acceptance Criteria	means the relevant criteria for acceptance by the Authority of the completion of a Milestone, as referred to in 13.3 of Schedule 5 (Pricing and Payment).
PDS Payment	means a payment, payable from the Effective Date, in relation to the provision of PDS and any Exercised Options that are PDS Options.
Perfect Delivery	law with the Leidos Manual version 2
Performance Level	means the level of performance which the Contractor can achieve for KPI 1 and KPI 2 as described in paragraph 2 of Schedule 9 (Performance Management).
Permanent Payment Retention	means the permanent retention the Authority is entitled to make in accordance with the provisions of Schedule 9 (Performance Management) and described in Table 1 (KPI Overview) set out in paragraph 2.1 of Schedule 9 (Performance Management) and Table 2 (Performance Level Outcomes KPI 1) set out in paragraph 3.1 of Schedule 9 (Performance Management).
Persistent Breach	<p>means the occurrence of one or more of the following events:</p> <ol style="list-style-type: none"> 1. The Contractor achieving Performance Levels for KPI 1, in respect of the quarterly reporting periods occurring during any rolling twenty-four (24) month

	<p>period during the Contract Period, in each case, in accordance with the provisions of Schedule 9 (Performance Management), of:</p> <ul style="list-style-type: none"> a. three (3) or more, C Reds (Inadequate); or b. five (5) or more, B Ambers (Requires Improvement); or c. o a combination of three (3) or more, B Ambers (Requires Improvement) and two (2) or more, C Reds (Inadequate).
Personal Data	has the meaning given in the DPA 2018.
Platform	shall mean all components and accessories required to accommodate a payload, including restraint fixtures.
Preliminary Design Acceptance Review (PDAR)	the PDAR demonstrates that the solution and supporting documentation is mature enough to proceed with the Flight Trial planning phases. Where applicable any minor rectifications are to be completed before proceeding to a CDAR.
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).
Quarter	shall mean a calendar quarter (a period of three full calendar months).
Quarterly Payment	means the quarterly payment for the Services which form part of the Contractor Deliverables.
Recycled Timber	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; <p>it excludes sawmill co-products.</p>
Regulator	shall have the meaning given in Condition 29 of the Terms and Conditions.
Release To Service (RTS)	is the formal clearance process and documentation to enable the Atlas C Mk 1 to despatch the LBAD System.

Relevant Transfer	has the meaning given in Schedule 18 (Transfer Regulations).
Replacement Contractor	means any: <ul style="list-style-type: none"> a. potential replacement contractor(s) or parties interested in performing; and/or b. parties nominated by the Authority to provide, the Contractor Deliverables (or part thereof) or substantially similar services (or part thereof).
Review	means each of the reviews set out in paragraphs 3 and 4 of Schedule 12 (Acceptance Plan).
Review Period	means the minimum period for review of the relevant required items applicable to the Review in question, as specified in row number 3 in the table applicable to that Review.
Riverine Patrol Craft (RPC)	is one of the four payload variants LBAD System is required to be capable of delivering. Defined in ICD 005.
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).
Schedule of Requirements	means the schedule of requirement set out at the beginning of the Terms and Conditions, which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable.
Sensitive Information	means the information referred to in Condition 19 of the Terms and Conditions.
Service Payment	means the payment for the Services referred to in Sections 3, 4, 5 and 6 of Schedule 2 (Statement of Requirement) The relevant Service Payments being SSP 1 through to SSP 40 of Table 3 to Appendix 2 to Schedule 5 (Pricing and Payment) of the Contract.
Services	Means the following services to be provided by the Contractor as set out in Schedule 2 (Statement of Requirement), in the following sections (such services being the Contractor Deliverables which shall be subject to the provisions of Schedule 9 (Performance Management): <ul style="list-style-type: none"> SOR Item 3 (Supporting Documentation/Services); SOR Item 4 (Technical Services); SOR Item 5 (Reports); and

	SOR Item 6 (Meetings).
Spares	An individual item or component, identified within a known supply chain in Schedule 11 (Spares Price List), available for purchase to replace an already installed item due to unserviceability or component life expiry (as determined by item/component maintainability and reliability data), that forms part of a sub or full assembly, to return the sub or full assembly to a serviceable or ready to use status.
Spares Price List	means the Spares price list as detailed within Schedule 11 of the Contract, to include detail on delivery lead times and Firm Prices for each of the Spares identified, valid for the Contract Periods specified therein.
Specific Change in Law	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.
SSUN (Single Statement of User Need)	The SSUN for LBAD project is: The User shall be able to prepare, and Air Drop (AD) select boat types with and without tailgating parachutists, onto water, by day and night, world-wide from Atlas C Mk1 aircraft.
Statement of Requirement (SOR)	means the LBAD Statement of Requirement, as set out in Schedule 2 (Statement of Requirement).
Step-In Notice	has the meaning given in Clause 10.1 (<i>Step-In Rights</i>);
Step-In Trigger Event	<ul style="list-style-type: none"> a. a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; b. the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract; c. the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 10 (<i>Step-In Rights</i>) is necessary; d. the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or e. a need by the Authority to take action to discharge a statutory duty;
Step-Out Date	has the meaning given in Clause 10.5 (<i>Step-In Rights</i>).
Step-Out Notice	has the meaning given in Clause 10.5 (<i>Step-In Rights</i>).
Step-Out Plan	has the meaning given in Clause 10.6 (<i>Step-In Rights</i>).

Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contract Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.
System Level Drawing	Top level family tree for the system, product or component that details the major assemblies by Drawing Number, NSN & CSIS product name.
System Rectification Plan	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.
System Rectification Plan Failure	means: (a) the Contractor failing to submit or resubmit a draft System Rectification Plan to the Authority within the timescales specified in Condition 9 of the Terms and Conditions (b) the Authority, acting reasonably, rejecting a revised draft of the System Rectification Plan submitted by the Contractor pursuant to Condition 9.10 of the Terms and Conditions; (c) where the Parties have agreed a System Rectification Plan in respect of a Notifiable Default, the Contractor failing to rectify a Notifiable Default by the date specified in the System Rectification Plan.
System Rectification Plan Process	means the process set out in Conditions 9.6 to 9.11 of the Terms and Conditions.
System Requirements Document (SRD)	means the structured and live definition of the optimal system requirements (including constraints), bounding contracting and verification activities as set out in Schedule 3 (System Requirements Document).
Task Authorisation Form	shall have the same meaning as defined in Condition 27.
Technical Documentation Online (TDOL)	is the repository for technical information, which provides a tool for hosting and viewing of publication in PDF format.
Technical Queries	means services to be provided by the Contractor which are provided as part of the Technical Services.
Technical Services	these shall comprise, from Schedule 2 (Statement of Requirement), the following: SOR Item 4.

Temporary Payment Withhold	means the temporary withhold the Authority is entitled to make in accordance with the provisions of Schedule 9 (Performance Management) and described in Table 1 (KPI Overview) set out in paragraph 2.1 of Schedule 9 (Performance Management) and Table 2 (Performance Level Outcomes KPI 1) set out in paragraph 3.1 of Schedule 9 (Performance Management).
Termination Date	means the date of any early termination of the whole or any part of this Contract.
Termination Notice	means any notice to terminate this Contract pursuant to Condition 11.
Threshold	means the minimum level of acceptable capability.
Third Party	means any person other than the Parties.
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element.
Tranche(s)	means the Tranches as defined within Schedule 2 (Statement of Requirement).
Transfer Date	has the meaning given in defined in Schedule 18 (Transfer Regulations).
Transfer Notice	means the notice served by the Authority on the Contractor in writing advising the Contractor that the Contractor Deliverables are to be transferred to the Authority or to a Replacement Contractor and requiring the Contractor to provide assistance in accordance with paragraph 6.1 (Transfer Notice and Transfer Services) of Schedule 13 (Exit Management).
Transfer Period	means the period, commencing with the service of the Transfer Notice by the Authority to the Contractor, and (unless otherwise notified by the Authority) ending on the date specified in the Transfer Notice or such later date as the Authority may notify in terms of paragraph 6.6 (Transfer Notice and Transfer Services) of Schedule 13 (Exit Management).
Transfer Regulations	has the meaning given in Schedule 18 (Transfer Regulations).
Transfer Services	means the transition services and activities to be performed by the Contractor as part of the Exit Plan and also as set out in paragraph 6.2 (Transfer Notices and

	Transfer Services) of Schedule 13 (Exit Management) and otherwise in this Contract.
Transferring Employee	has the meaning given in Schedule 18 (Transfer Regulations).
Transition Services Agreement	means an agreement to be entered into between the Contractor and any Replacement Contractor substantially in the form set out in Part 1 of Appendix 2 (Exit Agreements) to Schedule 13 (Exit Management) pursuant to which the Contractor agrees to provide specified services to the Replacement Contractor to assist with the smooth transition of the Contractor Deliverables.
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 this Contract.
UK GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
Unexpected Transferring Employee	has the meaning given in Schedule 18 (Transfer Regulations).
Validation and Verification Requirements Matrix (VVRM)	is an evaluation framework and database which supports the Acceptance Strategy defines the activities and documentation to support the Test and Evaluation process to ensure achievement of the System requirements.
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.
VOP	means Variation of Price.
VOP Condition	means the mechanism set out in Schedule 5 (Pricing and Payment) governing the variation of the prices.
VOP Non-Variable Element (NVE)	means 0.1 or 10% of the Year 1 Firm Price per Item Number which is subject to variation. The Non-Variable element is determined by the Authority and depends on numerous factors including the type of work being contracted.
VOP Variable Element	means 0.9 or 90% of the Year 1 Firm Price per Item Number which is subject to variation.
Warranty	Shall have the meaning given to it by Conditions 35 (Warranty) and 36 (Pass Through Warranties) of the Contract.

Warranty Option	Means the Contract Options for Warranty as detailed in Schedule of Requirement Item No. 8.
Year	means the relevant year as set out in the definition of Contract Year.

Abbreviations

2. In this Contract the following abbreviations shall have the following meanings:

Abbreviation	Meaning
ADE	Airborne Delivery Equipment
AEDS	Airborne Equipment Document Set
AFE	Airborne Forces Equipment
AIL	Advance Information Leaflet
AP	Air Publication
AQAP	Allied Quality Assurance Publication
CDO	Co-ordinating Design Authority
CMS	Contract Master Schedule
DAOS	Design Approved Organization Scheme
DAP	Digital Air Publication
DASOR	Defence Air Safety Occurrence Report
DDH	Delivery Duty Holder
DDP	Declaration of Design and Performance
DID	Data Item Description
DO	Design Organisation
DT	Delivery Team, previously referred to Project Team
DTL	Delivery Team Leader
DZ	Drop Zone
EA	Engineering Authority
HFIP	Human Factors Integration Plan
HFIWG	Human Factors Integration Working Group
IPC	Illustrated Parts Catalogues
ITAR	International Traffic in Arms Regulations

ITCT	International Trade Cooperation Treaty
JADTEU	Joint Air Delivery Test Evaluation Unit
LBAD	Large Boat Aerial Delivery
LoAA	Letter of Airworthiness Authority
LoAN	Letter of Air Safety Notification
LCST	Logistic Commodities & Services Transformation
MAA	Military Airworthiness Authority
MDAL	Master Data Assumption List
MOD	Ministry of Defence, the British government department responsible for implementing the defence policy set by Her Majesty's Government.
MRI	Master Record Index
MRP	MAA Regulatory Publications, which include overarching documents, Regulatory Articles (RA) and manuals.
NATO	North Atlantic Treaty Organization
NCAGE	NATO Commercial And Government Entity
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
OM	Operations Manager/Management
PDS	Post Design Services
PESS	Programmable Elements Safety Summary
PJI	Parachute Jump Instructor
PM	Project Manager/Management as detailed in the DEFFORM 111.
PO	Purchase Order
POC	Point of Contact
Qty	Quantity
RA	Regulatory Articles. Publications detailing MAA general regulations (1000 series), flying regulations (2000 series), air traffic management regulations (3000 series), continuing airworthiness engineering regulations (4000 series) and type airworthiness engineering regulations (500 series).
RAF	Royal Air Force
RTS	Release to Service
SAL	Service Amendment Leaflet
SAR	Safety Assessment Report

SCR	Safety Case Report
SCM	Supply Chain Manager/Management
SI	Servicing Instructions
SME	Subject Matter Expert
STI	Special Technical Instruction
TAA	Type Airworthiness Authority
T&S	Travel and Subsistence
TQ	Technical Query
TQR	Technical Queries Report



Ministry
of Defence



Large Boat Aerial Delivery

Contract Schedule 2

(Statement of Requirement)

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1.0	19/03/2025	Initial Contract Issue		Lee McMahon
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Foreword

This Schedule 2 describes the Authority’s requirements, which are broken down into sections and appendices as follows:

Section 1 - Equipment: This includes delivery of all LBAD System components including spares packages and test equipment up to and including Tranche 5. The Authority’s performance requirements relating to this equipment are set out in the System Requirements Document (SRD) at Schedule 3.

Section 2 - Flight Trial Support: Post Contract Award, the Authority intends to lead and conduct acceptance flight trials to verify that the delivered LBAD System fully complies with its SRD performance requirements. The Contractor is required to provide SME support to these trials and the Authority’s requirements are set out in Section 2 of this Statement of Requirements (SOR) document.

Section 3 - Supporting Documentation / Services: The Authority requires the Contractor to produce a series of documents to support its tender submission and then to maintain them through the life of the Contract. A list of this supporting documentation, and a high-level description, is set out in Section 3 of this SOR. The Authority’s more detailed requirements pertaining to this documentation are set out in the in Schedule 7 (Contract Deliverable Documents).

Section 4 - Technical Services: Post Contract Award, the Authority requires the Contractor to provide various services. The requirements for these services are set out in Section 4 of this SOR document.

Section 5 - Reports: The Authority requires periodic reports from the Contractor on the status of equipment delivery, support documentation and services throughout the duration of the Contract. A description of the minimum required reports is set out in Section 5 of this SOR document.

Section 6 – Meetings: The Authority requires Contractor input to periodic meetings throughout the duration of the Contract. A description of these meetings and the Authority requirement is set out in Section 6 of this SOR document.

Section 7 – Contract Extension Options: This section details the Contract Extension Options that may be exercised in accordance with the Contract.

The ‘Requirements Tables below set out the Authority’s requirements for each Section of this Schedule 2. Each requirement contains the following information:

Column Heading	Description
Section	This provides the Section number aligned to the structure set out within the Forward.
Item	This provides a unique ‘Item’ reference number for each requirement within the Section.
Contractor Deliverables	A description of the Contractor Deliverable required to be delivered or performed by the Contractor.
Guidance	This column is for information purposes only.
Delivery Date	This sets out the Delivery Date for the Contractor Deliverable.

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Column Heading	Description
Acceptance/Rejection	This details the Acceptance/Rejection criteria applicable to the Contractor Deliverable.

Section 1 – Equipment Requirements Table

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
1 – Equipment	1.1	<u>Initial Provision Spares Package 1</u> Delivery of sufficient Spares and consumables to support 20 aerial drops for Flight Trial 1.	The Contractor is to identify and provide a detailed list of Spares and consumables (including quantities), that is required to support Flight Trial 1, within its Contractor Delivery Plan.	T0 + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).
	1.2	<u>Support and Test Equipment 1</u> Delivery of all Support and Test Equipment needed for the maintenance and operation of the LBAD System in support of Flight Trial 1 as detailed within the Top-Level T&E Plan in support of Tranche 1 (SOR item 1.3). All Support and Test Equipment must include documentation for its maintenance, storage, operation and calibration records.	The Contractor is to identify the quantities, purpose and function, of all Support and Test Equipment needed for the maintenance and operation of the LBAD System in support of Flight Trial 1. As detailed in the Contractor Delivery Plan.	T0 + Contractor Delivery Plan Equipment to be delivered to the Authority 7 calendar days prior to the Logistics Readiness Review.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).
	1.3	<u>Tranche 1</u> Delivery of the following: Qty 2 LBAD Platform; and Qty 6 Parachute Sets; and Qty 2 Ancillary Sets.		T0 + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).
	1.4	<u>Air Drop Payload Covers 1</u> <i>Delivery of the following</i> quantity of covers required per boat type:		T0 + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).

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Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		Qty 7 Maritime Interdiction Craft (Medium).			
	1.5	<u>Spares Package 2</u> Delivery of sufficient Spares and consumables to support 60 aerial drops for Flight Trial 2.	The Contractor is to identify and provide a detailed list of Spares and consumables (including quantities), that is required to support Flight Trial 2, within its Contractor Delivery Plan. Option 1a - conditional on successful completion of Flight Trial 1.	T0 + FT1 complete + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan)..
	1.6	<u>Tranche 2</u> <i>Delivery of the following:</i> Qty 6 LBAD Platform; and Qty 7 Parachute Sets; and Qty 6 Ancillary Sets.	Option 1b - conditional on successful completion of Flight Trial 1.	T0 + FT1 complete + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).
	1.7	<u>Air Drop Payload Covers 2</u> Delivery of the following <i>quantities of covers required per boat type:</i> Qty 6 Littoral Patrol Boat; and Qty 5 Riverine Patrol Craft; and Qty 7 Maritime Interdiction Craft (Heavy).	Option 1c - conditional on successful completion of Flight Trial 1.	T0 + FT1 complete + Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).
	1.8	<u>Support and Test Equipment 2</u> Delivery of all Support and Test Equipment as detailed within the Flight Test Plan at Annex C to Schedule 4 Top Level T&E Plan, needed for the maintenance and operation of the LBAD System in support of quantity of equipment	The Contractor is to identify the quantities, purpose and function, of all Support and Test Equipment needed for the maintenance and operation of the LBAD System in support of Flight Trial 2. Option 1d- conditional on successful completion of Flight Trial 1.	T0 + Contractor Delivery Plan. Equipment to be delivered to Authority 7 calendar days prior to the Logistics Readiness Review.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		<p>supplied in Tranche 2 (SOR item 1.6).</p> <p>All Support and Test Equipment must include documentation for its maintenance, storage, operation and calibration records.</p>			
	1.9	<p><u>Contract Option 2 - Tranche 3</u></p> <p>Delivery of the following: Qty 4 LBAD Platform; and Qty 4 Parachute Sets; and Qty 4 Ancillary Sets.</p>	<p>Discretionary Option 2 – conditional on successful completion of Flight Trial 2.</p>	<p>Authority invocation of Contract Option 2 + lead time from Contractor Delivery Plan.</p>	<p>Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).</p>
	1.10	<p><u>Contract Option 3 - Tranche 4</u></p> <p>Delivery of the following: Qty 7 LBAD Platform; and Qty 6 Parachute Sets; and Qty 7 Ancillary Sets.</p>	<p>Discretionary Option 3.</p>	<p>Authority invocation of Contract Option 3 + lead time from Contractor Delivery Plan.</p>	<p>Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).</p>
	1.11	<p><u>Contract Option 4 - Tranche 5</u></p> <p>Delivery of the following: Qty 6 LBAD Platform; and Qty 6 Ancillary Sets.</p>	<p>Discretionary Option 4.</p>	<p>Authority invocation of Contract Option 4 + lead time from Contractor Delivery Plan.</p>	<p>Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).</p>
	1.12	<p><u>Contract Option 5 –</u></p> <p><i>Delivery</i> of the following: Qty 4 Parachute Sets.</p>	<p>Discretionary Option 5.</p>	<p>Authority invocation of Contract Option 5 + lead time from Contractor Delivery Plan.</p>	<p>Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).</p>
	1.13	<p><u>Contract Option 6 –</u></p> <p><i>Delivery</i> of the following: Qty 2 Parachute Sets.</p>	<p>Discretionary Option 6.</p>	<p>Authority invocation of Contract Option 6 + lead time from Contractor Delivery Plan.</p>	<p>Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).</p>
	1.14	<p><u>Contract Option 7 –</u></p>	<p>Discretionary Option 7.</p>	<p>Authority invocation of Contract Option 7 + lead time</p>	<p>Refer to Schedule 5 (Pricing & Payment) and</p>

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		<i>Delivery of the following: Qty 1 LBAD Platform.</i>		from Contractor Delivery Plan.	Schedule 12 (Acceptance Plan).
	1.15	<u>Contract Option 8 –</u> <i>Delivery of the following: Qty 1 Ancillary Set.</i>	Discretionary Option 8.	Authority invocation of Contract Option 8 + lead time from Contractor Delivery Plan.	Refer to Schedule 5 (Pricing & Payment) and Schedule 12 (Acceptance Plan).

1. The Contractor shall ensure that all Contractor Deliverables delivered under Item 1.1 to 1.5 shall be free from any defects and/or other faults.
2. In the event the Authority identifies any defects and/or other faults in such Contractor Deliverables, which arise during the Flight Trials period and prior to LBAD System Acceptance, the Contractor shall:
 - 1.1.1. remedy any such defects and/or other faults as soon as reasonably practicable at no cost to the Authority; and/or
 - 1.1.2. indemnify the Authority for all costs incurred in carrying out any remedial work necessary to remedy such defects and/or other faults; and
 - 1.1.3. inform the Authority immediately if the Contractor becomes aware of any such defects that may have an impact on the LBAD System.

to ensure the Authority’s Flight Trials proceed as planned.
3. The Authority shall notify the Contractor of such defects, faults or failures using the MOD Form 760 process.

Section 2 – Flight Trial Support Requirements Table

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
2 – Flight Trial Support	2.1.1 2.1.2	Flight Trial 1 Support. Flight Trial 2 Support. Flight Trial Support shall be provided in accordance with Item 2.2 to 2.3 of this Section 2 below.	Two Flight Trials will be conducted by the Authority in accordance with the Flight Test Plan Annex C of Schedule 4 Top Level T&E Plan. The Authority will provide any working at height equipment to support flight trials or any other aspect of the Authority’s requirement. The Authority will provide confirmation to the Contractor as soon as possible (post Contract Award) when the Flight Trials will occur. The Authority requires the Contractor to acknowledge it is prepared to be flexible regarding the exact timing of its Flight Trials support.	Flight Trial 1 will commence no later than 20 Business Days, after items 1.1, 1.2, 1.3 and 1.4 in this SOR have been delivered to the Authority. Flight Trial 2 will commence no later than 1 year after Flight Trial 1.	Written confirmation from the Authority’s Project Manager that Flight Trial Support has been provided iaw 2.2 & 2.3 of this Section 2.
	2.2	The Contractor shall provide a maximum of 75 hours ad-hoc remote advice for the duration of Flight Trials (Flight Trial 1 and Flight Trial 2). The remote advice shall be provided within time frame specified by the Authority, No later than 18 hours of notification:		As required by the Authority in accordance with this Section 2.	Suitable ad-hoc advice provided by the Contractor to the Authority. All Contractor’s responses issued within the timescales requested by the Authority.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
	2.2.1	Provision of technical advice;			<p>Suitable technical advice provided by the Contractor to the Authority.</p> <p>All Contractor's responses issued within the timescales requested by the Authority.</p>
	2.2.2	Act as POC to the Authority on technical questions raised regarding equipment within the LBAD System, not within the provided technical documentation;			All responses to Authority technical questions responded to within the timescales requested by the Authority.
	2.2.3	Virtual attendance at Flight Trial meetings to provide Contractor perspective and complete actions by agreed timescales.	Virtual meetings via MS Teams.	As notified by the Authority in accordance with this Section 2.	Attendance at the Flight Trial meetings and all actions completed within agreed timescales.
	2.3	<p>The Contractor shall provide in person support at RAF Brize Norton to provide technical advice on their platform solution during the Flight Trial 1 and Flight Trial 2.</p> <p>This in person support shall comprise the equivalent of maximum one (1) Contractor representative on-site at RAF</p>		The Authority will specify the date and time of the required attendance in a notice. The timing of such attendance shall be within 36 hours of notification by the Authority.	

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Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		Brize Norton for 4 Business Days. These Business Days may or may not be consecutive.			

Section 3 – Supporting Documentation / Services Requirements Table

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.1 – Contractor Delivery Plan (CDP)	3.1	<p>The Contractor shall execute the CDP that defines its overall contract management approach, activities and lead times for provision of all Contractor Deliverables detailed within this Table of requirements.</p> <p>The CDP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract and referenced in the Acceptance/Rejection column.</p>	<p>In accordance with DID 1, Schedule 7.</p> <p>The Contractor's progress and performance against the CDP shall be reported in accordance with the requirements detailed in Section 5 of this SOR.</p>	Submitted at tender submission.	<p>The Contractor Delivery Plan is the CDP document provided at tender submission referenced as follows:</p> <p>706048451-LBAD-IGQ-TR-2.1.1-TD12 - Contractor Delivery Plan (Annex A)</p>
3.2 – Contract Master Schedule (CMS)	3.2	<p>The Contractor shall develop, manage and maintain a CMS. This will include the Baseline schedule, a current forecast schedule with the updated performance against the Baseline schedule, and a high-level summary schedule as agreed with the Authority.</p> <p>The CMS shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>In accordance with DID 2, Schedule 7.</p> <p>Any revisions to the baseline will be submitted to the Authority for acceptance.</p>	<p>Submitted at tender submission.</p> <p>CMS shall be maintained by the Contractor and reported on until final Contractor Deliverables has been accepted by the Authority.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Delivery Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each revised version of the CMS.</p> <p>If the CMS does not cover all detailed requirements in DID 2 the Authority will reject, and the Contractor will provide an update within 30 Business Days.</p>
3.3 – Configuration Management	3.3	The Contractor shall conduct configuration management through execution and	CMP written in accordance with DID 3, Schedule 7; and with DEFSTAN 05-057.	Submitted at tender submission.	Performance monitored through the Authority's acceptance/rejection of the

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		<p>maintenance of the Configuration Management Plan (CMP)</p>		<p>Configuration Management provided for the duration of the Contract.</p> <p>CMP will be reviewed and updated annually through the life of the Contract.</p>	<p>Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each version of the CMP. If the CMP does not cover all detailed requirements in DID 3 the Authority will reject, and the Contractor will provide an update within 30 Business Days.</p>
<p>3.4 – Obsolescence Management</p>	<p>3.4</p>	<p>The Contractor shall conduct obsolescence management through execution and maintenance of the Obsolescence Management Plan (OMP) develop and maintain an OMP.</p> <p>Contractor's deliverable and responsibility expires with the expiration or termination of the contract.</p> <p>Any replacement parts shall be purchased and paid for by the Authority.</p> <p>For the avoidance of doubt any parts declared obsolete post contract can no longer be purchased.</p>	<p>In accordance with DID 4, Schedule 7.</p>	<p>Submitted at tender submission.</p> <p>Obsolescence Management provided for the duration of the Contract.</p> <p>OMP will be reviewed and updated annually through the life of the Contract.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each revised version of the OMP. If the OMP does not cover all detailed requirements in DID 4 the Authority will reject, and the Contractor will provide an update within 30 Business Days.</p>

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.5 – Engineering Management	3.5	The Contractor shall conduct engineering management through the execution and maintenance of the Engineering Management Plan (EMP), which details all engineering processes and procedures required.	In accordance with DID 5, Schedule 7.	Submitted at tender submission. Engineering Management provided for the duration of the Contract EMP will be reviewed and updated annually throughout duration of the Contract.	Performance monitored through the Authority’s acceptance/rejection of the relevant reports and meeting minutes that evidence the Contractor’s Compliance with the line item. The Authority will provide written acceptance within 30 Business Days of receipt of each revised version of the EMP. If the EMP does not cover all detailed requirements in DID 5 the Authority will reject, and the Contractor will provide an update within 30 Business Days.
3.6 – Safety Management	3.6	The Contractor shall conduct safety management through execution and maintenance of the Safety Management Plan (SMP), which details the approach and management of all safety relevant activities.	In accordance with DID 6, Schedule 7 and in compliance with guidance in Def Stan 00-056 Appendix 7 to Annex C. The Contractor shall review and update SMP after Flight Trial 2 Report is published by the Authority.	Safety Management provided for the duration of the Contract. SMP will be reviewed and updated annually throughout duration of the Contract.	Performance monitored through the Authority’s acceptance/rejection of relevant reports and meeting minutes that evidence the Contractor’s Compliance with the line item. The Authority will provide written acceptance within 30 Business Days of receipt of each revised version. If the SMP does not cover all detailed requirements in DID 6 the Authority will reject, and the Contractor will provide an update within 30 Business Days.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
<p>3.7 – Hazard Log Report (HLR)</p>	<p>3.7</p>	<p>The Contractor shall record all hazards in a Hazard Log and provide a HLR that provides a snapshot of the Hazard Log status showing the linkages between hazards, accidents and Controls.</p> <p>The HLR shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>Created in accordance with the Document Requirements in DID 7, Schedule 7 and in compliance with guidance in Def Stan 00-056 Appendix 6 to Annex C.</p>	<p>Submitted at tender submission.</p> <p>The Contractor shall deliver updated versions whenever changes to the Hazard Log occur, or if no changes, annually, throughout duration of the Contract and when requested to support Authority safety monitoring.</p> <p>In addition, the Contractor will review and update HLR one month after Flight Trial 2 report published.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each version if the HLR covers all identified hazards and shows linkages as required by the Def Stan and associated DID 7.</p> <p>If the HLR does not contain all hazards with appropriate information the Authority will reject and the Contractor will provide an update within 30 Business Days.</p>
<p>3.8 – Programmable Elements Safety Summary (PESS) report</p>	<p>3.8</p>	<p>The Contractor shall provide a PESS report that summarises the safety performance of any programmable elements highlighting safety issues and control measures.</p> <p>If there are no programmable elements as defined in Def Stan 00-056, a NIL RETURN should be noted in the PESS report.</p> <p>The PESS report shall be submitted in accordance with</p>	<p>In accordance with DID 8, Schedule 7 and in compliance with guidance in Def Stan 00-055 Annex G</p> <p>Contractor to note this report is not required if there are no programmable elements in the main system or associated test system.</p>	<p>Submitted at tender submission (if required).</p> <p>Updated versions annually throughout duration of the Contract, if applicable.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>Authority will provide written acceptance within 30 Business Days of receipt of each version if the PESS report covers all identified programmable elements as required by the Def Stan and associated DID 8.</p>

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		Schedule 7 (Contractor Deliverables) of the Contract.			If the PESS report does not contain all summarised programmable elements the Authority will reject and the Contractor will provide an update within 30 Business Days.
3.9 – Environmental Document Pack (EDP)	3.9	<p>The Contractor shall provide, an EDP that complies with relevant environmental regulatory policy and legislation.</p> <p>The EDP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	In accordance with DID 9, Schedule 7 and in compliance with DEF STAN 00-051.	<p>Submitted at tender submission.</p> <p>The Contractor shall deliver updated versions whenever changes to the EDP occur, or if no changes, annually, throughout duration of the Contract and when requested by the Authority.</p>	<p>Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each version if the EDP covers all the detailed requirements associated with DID 9. If the EDP does not cover all detailed requirements the Authority will reject and the Contractor will provide an update within 30 Business Days.</p>
3.10 – Human Factors Integration (including Human Factors Integration Plan (HFIP) and Annexes)	3.10	The Contractor shall maintain Human Factors Integration (HFI) throughout the duration of the Contract to demonstrate and maintain compliance to HFI processes through execution of the HFIP, which details process for the identification, management and documentation of all Human Factors risks. The	<p>Created and maintained in accordance with the document requirements in DID 10, Schedule 7 and in accordance with Def Stan 00-251.</p> <p>Contractor shall review and update annually throughout duration of the Contract.</p>	<p>HFI provided for the duration of the Contract.</p> <p>HFI Annexes – 2 months after Contract Award for Authority acceptance.</p>	Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting/working group minutes that evidence the Contractor’s Compliance with the line item.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		documentation shall be captured in the form of the HFIP Annexes.			The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the HFIP does not cover all detailed requirements the Authority will reject and the Contractor will provide an update within 30 Business Days.
3.11 – Availability, Reliability and Maintainability	3.11	The Contractor shall maintain availability, reliability and maintainability compliance through execution and maintenance of the Availability, Reliability and Maintainability Plan (ARMP), which details the effectiveness and availability of the LBAD System and components to provide progressive assurance of ARMP for the duration of the Contract.	In accordance with DID 11, Schedule 7.	The Contractor shall review and update ARMP annually throughout duration of the Contract.	Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item. The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the ARMP does not cover all detailed requirements in DID 11 the Authority will reject, and the Contractor will provide an update within 30 Business Days.
3.12 – Test reports and results	3.12	The Contractor shall provide all test reports and results of tests conducted on any and all equipment supplied by the Contractor under this Contract. The test reports and results shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.	In accordance with DID 12, Schedule 7.	Submitted at tender submission. The Contractor shall reissue following any developmental or procedural testing post Contract Award, conducted by the Contractor.	The Authority will provide written receipt within 30 Business Days of receipt of each version. If the Test Report does not cover all detailed requirements in DID 12 the Authority will reject, and the Contractor will provide an update within 30 Business Days.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.13 – Service and Support Management	3.13	The Contractor shall conduct service and support management through the execution and maintenance of the Service and Support Management Plan (SSMP).	In accordance with DID 13, Schedule 7.	Service and Support Management provided for the duration of the Contract SSMP will be reviewed and updated annually throughout duration of the Contract.	The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the SSMP does not cover all detailed requirements in DID 13 the Authority will reject, and the Contractor will provide an update within 30 Business Days.
3.14 – Disposal Plan (DP)	3.14	The Contractor shall develop, deliver and maintain a DP that will allow all Equipment provided under this Contract to be safely and economically disposed of by the Authority. The DP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.	Created in accordance with DID 14, Schedule 7.	Submitted at tender submission. Contractor shall review and update Disposal Plan annually throughout the duration of the Contract.	The Authority will provide written acceptance within 30 Business Days of receipt each version. If the Disposal Plan does not cover all detailed requirements in DID 14 the Authority will reject, and the Contractor will provide an update within 30 Business Days.
3.15 – Certificate of Design (CoD)	3.15	The Contractor shall provide and maintain Certificates of Design (CoD) (Form 100A), detailing equipment certification and specifications supported by any referenced sub-component CoD or DDP detailed on a System level CoD. All CoD shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.	Created in accordance with DID 15, Schedule 7 and in accordance with RA 5103. CoD update schedule provided in Contract Tasking Report – details in Section 5.	Submitted at tender submission. The Contractor shall re-issue the CoD upon any changes to System Design or referenced sub-component changes including issue updates.	The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the CoD does not cover all detailed requirements in DID 15 the Authority will reject, and the Contractor will provide an update within 30 Business Days.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.16 – Equipment Safety Assessment	3.16	<p>The Contractor shall undertake equipment safety assessments and deliver a Design Organisation (DO) Safety Assessment Report (SAR) which demonstrates the required certification of the safety of the capability and equipment.</p> <p>The SAR shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	In accordance with DID 16, Schedule 7.	<p>Submitted at tender submission.</p> <p>The Contractor shall review and update the Equipment Safety Assessment annually.</p>	The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the SAR does not cover all detailed requirements in DID 16 the Authority will reject, and the Contractor will provide an update within 30 Business Days.
3.17 – Legislation and Standards Register (LAR)	3.17	<p>The Contractor shall provide a record of all applicable legislation and standards that apply to the company and all the equipment that they are required to provide under this Contract.</p> <p>The LAR shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	In accordance with DID 17, Schedule 7.	<p>Submitted at tender submission.</p> <p>The Contractor shall review and update the LAR annually throughout the duration of the Contract.</p>	The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the LAR does not cover all detailed requirements in DID 17 the Authority will reject, and the Contractor will provide an update within 30 Business Days.

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.18 – Quality Assurance	3.18	<p>The Contractor shall provide quality assurance through the execution and maintenance of the Quality Plan (QP), in line with AQAP 2105 Edition C Version 1 (Jan 2019).</p> <p>The QP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>In accordance with DID 18, Schedule 7.</p>	<p>Submitted at tender submission.</p> <p>The Contractor shall review and update the QP annually, throughout the duration of the Contract.</p>	<p>Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the QP does not cover all detailed requirements in DID 18 the Authority will reject, and the Contractor will provide an update within 30 Business Days.</p>
3.19 – Exit Management Plan (EMP)	3.19	<p>The Contractor shall develop, deliver and maintain an Exit Management Plan.</p> <p>The EMP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>In accordance with DID 21, Schedule 7.</p>	<p>Submitted at tender submission.</p> <p>The Contractor shall review and update the EMP annually, throughout the duration of the Contract.</p>	<p>The Authority will provide written acceptance within 30 Business Days of receipt of any revised version. If the Exit Plan does not cover all detailed requirements in DID 21 the Authority will reject, and the Contractor will provide an update within 30 Business Days.</p>

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
3.20 – Social Value	3.20	<p>The Contractor shall develop, deliver Social Value through execution and maintenance of the Social Value Plan.</p> <p>The SVP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>In accordance with DID 19, Schedule 7.</p>	<p>Submitted at tender submission.</p> <p>The Contractor shall review and update the SVP annually throughout duration of the Contract.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>The Authority will provide written acceptance within 30 Business Days of receipt of each version. If the SVP does not cover all detailed requirements in DID 19 the Authority will reject and the Contractor will provide an update within 30 Business Days.</p>
3.21 – Technical Publications	3.21	<p>The Contractor shall provide all Technical Publications (Air Publications and Illustrated Parts Catalogues) pertaining to Deliverables supplied under this Contract, covering all aspects of Maintenance, Storage, Operations and Limitations to the Authority and F765 process.</p> <p>The Contractor shall develop, deliver and maintain a Technical Publications Management Plan (TPMP).</p> <p>The TPMP shall be submitted in accordance with Schedule 7 (Contractor Deliverables) of the Contract.</p>	<p>In accordance with DID 20, Schedule 7.</p> <p>Once verified by the Authority, documentation will be published by the Authority via TDOL.</p>	<p>Submitted at tender submission.</p> <p>Air Publications shall be updated by the Contractor 6 monthly for an initial 2 years after Contract Award and annually thereafter.</p> <p>The Contractor shall review and update as required, the TPMP annually throughout the duration of the Contract.</p>	<p>Performance monitored through the Authority's acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor's Compliance with the line item.</p> <p>All documentation will be reviewed in accordance with the Authority's ADS Management Plan for content and accuracy.</p> <p>Any documentation which has omissions or inconsistent data will be rejected by the Authority for the Contractor to provide an update within 30 Business Days. The Authority will provide written acceptance within 30 Business</p>

Section	Item	Contractor Deliverables	Guidance	Delivery Date	Acceptance/Rejection
		<p>The Contractor shall provide a Technical Publication Service covering all Air Publications associated with deliverables supplied under this Contract, as defined in the Contractor's Technical Publications Management Plan and F765 process.</p>			<p>Days of receipt of each version. If the TPMP does not cover all detailed requirements in DID 20 the Authority will reject and the Contractor will provide an update within 30 Business Days.</p>

Section 4 – Technical Services Requirements Table

Section	Item	Contract Delivery	Guidance	Delivery Date	Acceptance
<p>4.1– Technical Queries (TQ)</p>	<p>4.1.1</p>	<p>The Contractor shall provide a Technical Query service in accordance with this Section 4.</p> <p>TQs shall be classified as either routine or urgent by the Authority.</p>	<p>Draft STI and SI documents are to be delivered to the Authority for editing and publishing;</p>	<p>The TQ service shall begin 3 months after Contract Award.</p> <p>Routine TQs shall be acted upon by the Contractor and an initial response provided within 5 Business Days of Authority notification.</p> <p>Urgent TQs shall be acted upon, and an initial response provided by the Contractor within 48 hours of Authority notification.</p>	<p>Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item.</p> <p>All responses to Technical Queries delivered by the Contractor to the Authority within the relevant timescales specified (routine/urgent);</p> <p>Special Technical Instructions (STI) and Servicing Instructions (SI) delivered by the Contractor to the Authority in accordance with MAA Regulatory Publications (MRP) RAs as required by Item 4.1.2.1;</p> <p>Timely provision of Contractor advice to the Authority on the preparation of Design Modifications and Service Modifications in accordance with MAA RAs</p>
	<p>4.1.2</p>	<p>At either the direction of the Authority or in the judgement of the Contractor as part of the response to a TQ, the Contractor shall be responsible for:</p>			
	<p>4.1.2.1</p>	<p>Preparing and supplying draft Special Technical Instructions (STI) and Servicing Instructions (SI) in accordance with MAA Regulatory Publications (MRP) RAs;</p>			
	<p>4.1.2.2</p>	<p>Advising the Authority on the preparation of Design Modifications and Service Modifications as appropriate in accordance with MAA RAs and DEFSTAN 05-57;</p>			
	<p>4.1.2.3</p>	<p>Preparing any other Information Leaflets or Vetting Command Leaflets not subject to separate development contracts, such as Service Amendment Leaflets (SAL) and Advance Information Leaflets (AIL).</p>			
	<p>4.1.3</p>	<p>The Contractor shall maintain a Technical Queries Register</p>			

Section	Item	Contract Delivery	Guidance	Delivery Date	Acceptance
		(TQR). This shall include but is not limited to:			and DEFSTAN 05-57 as required by Item 4.1.2.2;
	4.1.3.1	Brief description of the TQ;			Timely preparation of Information Leaflets or Vetting Command Leaflets as required by Item 4.1.2.3; and Authority acceptance of the Contract Tasking Report (Item 5.2) providing an up to date Technical Queries Register as required by Item 4.1.3.
	4.1.3.2	Which Authority individual authorised the TQ;			
	4.1.3.3	Which Contractor individual responded to the TQ;			
	4.1.3.4	The date and time the TQ was raised;			
	4.1.3.5	The date and time the TQ was responded to;			
	4.1.3.6	The classification of the TQ (routine/urgent);			
	4.1.3.7	Action taken to resolve the TQ;			
	4.1.3.8	Status of the TQ (open/closed).			
	4.1.4	The Contractor shall, as part of its initial response to a TQ provide to the Authority, written confirmation of estimated labour hours required to provide the required response and estimated date for TQ completion.			
	4.1.5	From the beginning of the TQ service the Contractor shall include provision for 2 TQs per month for the first 2 years of the Contract and one per month thereafter.	Each TQ will require a maximum 10 hours to complete. (240 hours in Year 1, 240 hours in Year 2, 120 hours in Year 3 and each thereafter). Any TQ forecast to require more than 10 hours to complete, will require approval from the Authority through the Emergent Work tasking procedure.		

Section	Item	Contract Delivery	Guidance	Delivery Date	Acceptance
4.2 – Fault Investigation	4.2.1	The Contractor shall provide a Fault Investigation service in accordance with the following process:		The Fault Investigation service shall begin 3 months after Contract Award.	Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item. Authority acceptance of the Contract Tasking Report (Item 5.2) demonstrating compliance with the Fault Investigation service as defined within Item 4.2.1.
	4.2.1.1	The Contractor shall undertake the preliminary work arising from the Fault Investigation Report (MOD Form 760A);	F760 raised by the Authority.	Fault Investigation Reports shall be issued within 15 calendar days of the Contractor being notified by the Authority via Form F760.	
	4.2.1.2	The Contractor shall determine the precise reason for the fault, issue a comprehensive report of each investigation and make recommendations for rectification or elimination of the cause of the fault;			
	4.2.1.3	The Contractor shall respond to the Authority with Fault Investigation Reports (Form 761) within 15 Business Days, unless previously agreed with the Authority;			
	4.2.1.4	The Contractor shall hold the equipment identified for disposal through the Fault Investigation process, while the Authority arranges for the disposal of the equipment;			
	4.2.2	The Contractor shall maintain a Fault Investigation Register, this shall include but is not limited to:			
	4.2.2.1	Brief description of the Fault Investigation;			
	4.2.2.2	Which Authority individual initiated the Fault Investigation;			

Section	Item	Contract Delivery	Guidance	Delivery Date	Acceptance
	4.2.2.3	The date the Fault Investigation was raised by the Authority;			
	4.2.2.4	Action taken/underway to resolve the Fault Investigation;			
	4.2.2.5	Status of the Fault Investigation (Open/Closed);			
	4.2.2.6	A report on any fault trends.			
	4.2.3	From the beginning of the Fault Investigation service the Contractor shall provide 1 Fault Investigation per month.	<p>Contractor to assume up to 10 hours per Fault Investigation for the first 2 years of the service (240 hours);</p> <p>Contractor to assume 5 hours per Fault Investigation for the remainder of the Contract;</p> <p>Any Fault Investigation forecast to require more than 10 hours to complete, will require approval from the Authority through the Emergent Work tasking procedure.</p>		
4.3 Quality Occurrence Reports (QORs)		<p>The Contractor shall be responsible for Quality Occurrence Report Investigations in accordance with the latest released Manual of Airworthiness Maintenance – Processes (MAM-P), chapter 11.1.</p> <p>The Contractor shall reply to the originator within 7 working days of receipt of the QOR giving details of who will be</p>	<i>[intentionally blank]</i>	<p>Quality Occurrence Investigation Report (QOIR) to the Originator.</p> <p>In any event where it is, or becomes, unlikely that the 28-day QOR investigation / reporting timescale cannot be achieved; authority to delay the investigation must be sought from the Originator, stating the reason and duration of</p>	<p>Performance monitored through the Authority’s acceptance/rejection of the Contract Tasking Report and relevant meeting minutes that evidence the Contractor’s Compliance with the line item;</p> <p>The Contractor shall complete the required investigation within 28 working days of receiving</p>

Section	Item	Contract Delivery	Guidance	Delivery Date	Acceptance
		investigating the Quality Occurrence.		required extension to complete the investigation.	the QOR and provide a response on MOD Form F791A.
4.4 – Maintenance and Repair Service	4.4.1	The Contractor shall provide a maintenance and repair service in accordance with DEFSTAN 05-061 as requested by the Authority via the Emergent Work Procedure Form Part 1.	[intentionally blank]	The Maintenance and Repair service shall begin immediately after Contract Award.	As per the Emergent Work Procedure, all maintenance and repair work shall be completed within the timescale agreed with the Authority at the commencement of the work, and any changes to the timescales must be authorised by the Authority.
	4.4.2	As part of this service the Contractor shall:			
	4.4.2.1	Provide repair quotes;			
	4.4.2.2	Transport affected equipment to the OEM;			
	4.4.2.3	Carry out necessary equipment repair;			
	4.4.2.4	Commission repairs;			
	4.4.2.5	Deliver repaired equipment to the Authority.			

Section 5 – Reports Requirements Table

The following 'Requirements Tables' sets out the Authority's requirements for each Deliverable under this Section 5 (Reports Requirements Table).

Each requirement contains the following information:

Column Heading	Description
Item	This provides a unique 'Item' reference number for each requirement within the Section.
Contractor Deliverables	A description of the Contractor Deliverable required to be delivered or performed by the Contractor.
Sections	Specified reportable areas within each Contractor Deliverable.
Description	This describes the content of the required Contractor Deliverable.
Delivery / Frequency	This sets out the Delivery Date and frequency for the Contractor Deliverable.

Section 5 – Contractor Deliverables Acceptance Criteria

Unless otherwise specified in the Section 5 Requirements Table below, the Acceptance criteria for Section 5 Contractor Deliverables shall be on the basis of the Authority’s Project Manager’s acceptance in writing that the Contractor Deliverable meets the criteria detailed with the relevant Data Item Description.

Item	Contractor Deliverables	Sections	Description	Delivery / Frequency
5.1	Contract Delivery Report	Contract and Schedule Status Report.	<p>This report shall provide status updates on the extent to which the Contractor is maintaining delivery of the LBAD Systems, test equipment and spares compared to its original delivery plan forecast.</p> <p>The report shall include, but not be limited to, an update on:</p> <ol style="list-style-type: none"> 1. Status against all aspects of the Contractor Delivery Plan (Item 3.1 of Section 3); 2. Status against all aspects of the CMS; 3. Risk register; and 4. Finance report. 	<p>The Contractor shall deliver a report to the Authority on the last working Friday of every other month from the date of Contract Award until the delivery of Tranche 5;</p> <p>The Authority reserves the right to reject the report if it does not adequately cover all aspects in sufficient detail. In these circumstances the Contractor shall rectify and re-issue the report within 5 Business Days of being notified.</p>
5.2	Contract Tasking Report	Emergent Tasking Report;	<p>The Report shall contain but not be limited to:</p> <ol style="list-style-type: none"> 1. A list of quoted but uncommitted Emergent Tasks awaiting a Purchase Order (PO) or a cancellation confirmation from the Authority including: quote value, date of quote issue, date of quote expiry and forecast task duration; 2. A list of currently committed, ongoing Emergent Tasks that have a PO including: task value, date of task 	<p>This is an ‘in-service’ report with the first one to be issued by the Contractor to the Authority on the last Business Day of the month following delivery of all Tranche 1 related equipment. Contract Tasking Reports will be delivered by the Contractor to the Authority quarterly thereafter on the last Business Day of the particular month;</p> <p>The Authority reserves the right to reject the report if it does not adequately cover all required sections and in these circumstances</p>

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Item	Contractor Deliverables	Sections	Description	Delivery / Frequency
			<p>commencement, date of forecast completion and percentage completion;</p> <p>3. A list of Emergent Tasks that have been completed within the past quarter.</p>	<p>the Contractor shall rectify and re-issue the report within 5 Business Days of being notified.</p>
		Equipment and Spares Order Report;	An update on spares orders (if any) in the previous quarter and status of outstanding orders.	
		Social Value Report;	An update on the progress the Contractor has made on its Social Value commitments.	
		Configuration Management Report;	Provide an update if any configuration issues need to be reported.	
		Obsolescence Report;	Provide an update if any obsolescence issues need to be reported.	
		Environmental Case Report;	Provide an update if any environmental issues need to be reported.	
		Hazard Log Report;	Provide a report if any hazard issues need to be reported.	
		Programmable Elements Safety Summary Report;	Provide a report if any safety issues need to be reported.	
		Reliability & Maintainability Report;	Provide a report if any reliability issues need to be reported.	
		QOR Register;	Provide a report of any Quality issues including status of ongoing QOR or DASOR investigations.	
		HFI Case Report;	Provide a report if any HFI issues need to be reported.	

Item	Contractor Deliverables	Sections	Description	Delivery / Frequency
		KPI Report;	An update on the Contractor's performance against its KPI obligations.	
		Technical Queries Report;	An update on any new TQ raised (if any) in the previous Quarter and status of outstanding queries.	
		Fault Investigation Register (F760);	An update on any new Fault Investigations raised (if any) in the previous quarter and status of outstanding investigations.	
		Maintenance and Repair;	An update on any new maintenance and repairs raised in the previous quarter and status of outstanding repairs.	
		A Certificate of Design update ;	Details of any changes to the CoD of the LBAD system and any sub-components referenced.	
		Technical Publication service status.	Details of any Air Documentation, technical publication set updates required in the previous quarter. Status of F765 log.	
5.3	Occurrence Report	Response to a raised DASOR;	.	Ad hoc. Contractor will respond within 7 days of Authority occurrence report request. The Authority reserves the right to reject the report if it does not adequately cover all required sections and in these circumstances the Contractor shall rectify and re-issue the report within 5 Business Days of being notified.
		Response to Authority Quality Occurrence Report.	Contractor's input to QOR investigation.	Ad hoc.
5.4	Environmental Impact Report		Provide a report if any environmental issues need to be reported.	Annual. The Authority reserves the right to reject the report if it does not adequately cover all required sections and in these circumstances

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Item	Contractor Deliverables	Sections	Description	Delivery / Frequency
				the Contractor shall rectify and re-issue the report within 10 Business Days of being notified.

Section 6 – Meetings Requirements Table

The following Section 6 ‘Requirements Tables’ sets out the Authority's requirements for each Deliverable under this Section 6 (Meeting Requirements Table).

Each requirement contains the following information:

Column Heading	Description
Item	This provides a unique ‘Item’ reference number for each requirement within the Section.
Contractor Deliverables	A description of the Contractor Deliverable required to be delivered or performed by the Contractor.
Meeting Description	This describes the content of the required Contractor Deliverable.
Location	The location / venue of the meeting and whether virtual ‘Online’ attendance is available.
Frequency	This sets out the frequency of the Contractor Deliverables.
Role(s) of the Contractor	Describes the role of the Contractor for the meeting to ensure adequate representation and meeting preparation. This also indicates whether the meeting must be attended in person or whether virtual attendance is permissible.
Minimum Attendees	This sets out the minimum number of Contractor attendees and the role, function or expertise required.
Contractor Inputs (I) and Outputs (O)	This sets out: <ul style="list-style-type: none"> • Any inputs that must be provided by the Contractor prior to the meeting; and • The obligations post the meeting that the Contractor shall deliver to the Authority.

Section 6 - Contractor Deliverables Acceptance Criteria

Unless otherwise specified in the Section 6 Requirements Table below, the Acceptance criteria for Section 6 Contractor Deliverables shall be on the basis of the Authority’s Project Manager’s acceptance in writing that the Contractor Deliverable meets the criteria detailed with the relevant Data Item Description and confirmation that the Contractor has provided all the Contractor Inputs and Outputs associated with the Contractor Deliverable.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
Flight Trials Meetings and Acceptance Reviews							
6.1	Preliminary Design Acceptance Review – FT1	<p>A multi-disciplined product assessment to ensure that the proposed system will meet the stated performance requirements of the SRD.</p> <p>The PDAR should:</p> <ul style="list-style-type: none"> • Ensure the System has a reasonable expectation of satisfying the capability requirements. • Ensure the whole design coherency. • Evaluate the System requirements to determine whether they correctly implement and 	RAF Brize Norton / Online	This one-day meeting (5 hours max) will be led by the Authority at their own facility – most likely RAF Brize Norton. The meeting will take place no later than 3 months post Contract Award.	Contractor shall attend the meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System	<p>(I) The Contractor shall provide the following LBAD related inputs within 14 Business Days of Contract Award:</p> <ul style="list-style-type: none"> - design and operating documentation - test reports - certifications and approvals <p>(O) None. Unless the Contractor is actioned otherwise by Authority at the PDAR.</p>

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		allocate the requirements to the System and any related element or subsystem. <ul style="list-style-type: none"> • Assess each element or subsystem for technical compliance, feasibility and performance to the individual specification and any related interface documentation. • Ensure that the boundary, interface and interoperability issues and risks are understood and managed. • Confirm that the Authority is prepared to start test procedure development. • 					
6.2	Critical Design Acceptance Review – FT1	Assess the technical solution to assure immediate readiness to conduct FT1 and ensure it has a	RAF Brize Norton / online	This one day meeting (5 hours max) will be led by	Contractor shall attend meeting in person and provide technical	1 SME with technical understanding	(I) Information on any design changes made as a result of Ground Assessment.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		reasonable expectation of meeting the SRD. The CDAR should: <ul style="list-style-type: none"> • Assure System design and documentation prior to commencement of Flight Trials; and • Consider other technical options to reduce risk in the detailed System design once the System's technical manufacturing baseline is established. 		the Authority at their own facility - most likely RAF Brize Norton.	advice if called upon.	of the LBAD System.	(O) None. Unless Contractor is actioned otherwise by Authority.
6.3	Initial Design Acceptance Review (IDAR)	The IDAR will assess the extent to which LBAD System requirements being assessed in FT1 met the Authorities requirements.	RAF Brize Norton / Online.	This one-day meeting (5 hours max) will be led by the Authority at their own	Contractor shall attend meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System.	(I) None. Unless Contractor is actioned otherwise by the Authority.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		The IDAR will agree how any requirement non-conformances will be dealt with.		facility - most likely RAF Brize Norton.			(O) None. Unless Contractor is actioned otherwise by Authority.
6.4	Preliminary Design Acceptance Review – FT2	A multi-disciplined product assessment to ensure that the proposed system continues to meet the stated performance requirements of the SRD. Review: ▪ Any changes once in service; ▪ Requirements/configuration for sequential despatch.	RAF Brize Norton / Online	This one-day meeting (5 hours max) will be led by the Authority at their own facility - most likely RAF Brize Norton.	Contractor shall attend meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System.	(I) Confirmation of design and operating documentation, test reports, certifications and approvals. (O) None. Unless Contractor is actioned otherwise by Authority.
6.5	Critical Design Acceptance Review – FT2	Assess the technical solution to ensure it has a reasonable expectation of meeting the URD and the SRD. Review:	RAF Brize Norton / Online	This is a one-day meeting (5 hours max) will be led by the Authority at their own	Contractor shall attend meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System.	(I) Information of design changes, as a result of Requirement Documentation, In-Service operation and

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		<ul style="list-style-type: none"> LBAD Solution and documentation complete and Solution can proceed to FT2. 		facility - most likely RAF Brize Norton immediately prior to FT2.			understanding of capability requirements (O) None. Unless Contractor is actioned otherwise by Authority.
6.6	Final Design Acceptance Review (FDAR)	The FDAR will assess the extent to which LBAD System requirements being assessed in FT2 met the Authority's requirements. The FDAR will agree how any requirement non-conformances will be dealt with. A successful FDAR will trigger the release of payment retentions associated with Tranche 1 and 2.	RAF Brize Norton / Online.	This one-day meeting (5 hours max) will be led by the Authority at their own facility - most likely RAF Brize Norton.	Contractor shall attend meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System.	(I) None. Unless Contractor is actioned otherwise by the Authority. (O) None. Unless Contractor is actioned otherwise by Authority.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
6.7	Trials Risk Assessment	A 3-stage review process to satisfy the Authority DDH that all trials risks have been identified and mitigated ALARP before sign-off of Trials Instruction (TI).	RAF Brize Norton / online.	During T&E phase only.	SME	1 SME with technical understanding of the LBAD System.	(I) Response to any Trials Risks from a System solution perspective.
6.8	Trials Readiness Review	Ensure appropriate documentation and plans are available and that all agencies are suitably prepared for the activity. Ensure required clearances are in place for the execution of the trials.	RAF Brize Norton / Online.	During T&E phase only.	SME	1 SME with technical understanding of the LBAD System.	(I) Information to support Flight Trials planning and preparation.
6.9	Logistics Readiness Review	A review to check that all associated Contractor inputs are available to declare the LBAD System in service.	RAF Brize Norton / Online.	When all Input criteria is in place this one day meeting (5 hours max) will be led by the Authority at their own facility – most likely RAF Brize Norton.	Contractor shall attend meeting in person and provide technical advice if called upon.	1 SME with technical understanding of the LBAD System. 1 SME with understanding of maintenance of the LBAD System.	(I) All LBAD spares codified. (I) Spares Package 2 delivered. (I) Support and Test Equipment 2 delivered (I) SSMP (DID13) written to acceptable standard. (I) Contractor's technical publications issued.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
Engineering Meetings							
6.10	Local Technical Committee (LTC)	<p>Held in accordance with MAA RA 5301 (3)</p> <p>The LTC will manage Design Records and provide a forum for dealing with technical and associated matters, including design changes, to make decisions and where necessary make recommendations to the CCD for modification proposals and their classification.</p> <p>As required, the LTC shall also officiate as a means of resolving, or referring to the Authority, local questions that arise in the implementation of specified technical requirements. This may include whether a new CoD is required or whether a change in a design manufacture or</p>	Authority / Contract or facility or online via Teams.	6 monthly. First meeting to take place 6 months after Contract Award.	Contractor to provide secretarial function and SME input. Contractor to send out calling notice and agenda for meeting.	Contractor SQEP Engineering staff Representative (s) of the Design Organisation (DO) if not the Contractor Specialist advisers (as required).	<p>(I) Modification proposals, DASOR, SESOR and MALDROPS.</p> <p>(I) Contract Tasking Reports.</p> <p>(I) Privileges Log.</p> <p>(O) Minutes/RODs to be issued by the Contractor to the Authority within 7 Business Days of the meeting taking place.</p>

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		supply process will necessitate requalification testing.					
6.11	Configuration Control Board (CCB)	<p>Held in accordance with MAA RA 5301 (2).</p> <p>Detailed in the Configuration Management Plan (CMP) proposed by the Design Organisation (DO) and agreed with the TAA.</p> <p>(For small programmes, the CCB may be combined with the LTC meeting).</p>	Authority / Contract or facility or online via Teams.	Annually	<p>Contractor to provide secretarial function and SME input.</p> <p>Contractor to send out calling notice and agenda for meeting.</p>	<p>Contractor SQEP Engineers</p> <p>Representative (s) of the Design Organisation if not the Contractor.</p> <p>Specialist advisers (as required).</p>	<p>(I) LTC minutes, modification proposals, CSR, MRI</p> <p>(O) Minutes/RODs to be issued by the Contractor to the Authority within 7 Business Days of the meeting taking place.</p>
6.12	Safety/Hazard Review	<ul style="list-style-type: none"> ▪ Preliminary Hazard Identification and Analysis (PHIA). ▪ Hazard Working Group (HWG). ▪ Hazard Review Board (HRB). 	Online	Annually	SME	Contractor SQEP Safety staff.	(I) DO SAR, DO Hazard logs and Safety Data.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
6.13	Human Factors Integration Working Group (HFIWG)	<p>HFIWG #1 shall include:</p> <ul style="list-style-type: none"> ▪ Review of Contractor’s HFI Plan (Prime and any sub-contractors) ▪ Review of HFI RAIDO Register ▪ Combining of Authority and Contractor HFI RAIDO Registers ▪ Review of HFI management activities. ▪ Review of evidence presented in previously conducted HFI activities (details to be agreed). <p>Subsequent HFIWG meetings will include:</p> <ul style="list-style-type: none"> ▪ Review of progress against planned HFI activities (Contractor and any Subcontractors); ▪ Review of HFI RAIDO Register; ▪ Review of HFI Case Reports; 	Online or in person	<p>HFIWG #1 to take place 3 months after Contract Award.</p> <p>Meeting to take place annually thereafter.</p>	<p>Contractor to provide secretarial function and SME input.</p> <p>Contractor to send out calling notice and agenda for meeting.</p>	<p>Contractor HFI Manager</p> <p>Contractor SQEP HFI Staff</p>	<p>(I, O) Conduct of HFI activities as required.</p> <p>(O) Improved understanding of HFI processes.</p> <p>(O) Minutes/RODs to be issued to the Authority within 7 Business Days of the meeting taking place.</p>

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
		<ul style="list-style-type: none"> ▪ Recording of HFIWG meetings in the HFI Log; ▪ Production of relevant minutes to reflect discussions, agreements reached and any HFI issues/concerns and recommendations; ▪ Input to project documentation. 					
6.14	Quality Assurance Group (468)	<p>Held in accordance with JSP940.</p> <p>The Contractor shall attend QAG meetings focused on the Contract arrangements for Quality Assurance of the LBAD System and/or Government Quality Assurance (GQA) practicalities. Establish an agreeable agenda between both parties.</p>	Online	<p>First meeting to take place 6 months after Contract Award.</p> <p>Meeting to take place every 6 months thereafter.</p>	<p>Contractor to provide secretarial function and SME input.</p> <p>Contractor to send out calling notice and agenda for meeting.</p> <p>Provide responses to request for further information, or clarification. As</p>	<p>The Contractor shall ensure attendance of Engineering and Quality staff, Suitably Qualified and Experienced (SQEP), who have appropriate empowerment.</p>	<p>(I) Quality information: Quality Plans, audits, DQA-FF reports, F760, F765, QORs</p> <p>(I) Concessions and Non-Conformance Reports (NCR)</p> <p>(I) Root Cause Analysis (RCA) reports</p> <p>(I) Details of any process improvements</p> <p>(O) Minutes/records of Decisions (RODs) to be issued to the Authority</p>

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
					well as information on any other quality issues.		within 7 Business Days of the meeting taking place.
6.15	Annual Documentation Review Meeting		Online	Annually. First meeting to take place 12 months after Contract Award.	Secretarial function. Contractor to send out calling notice and agenda for meeting.	Contractor representatives with knowledge of the updated document set.	(I) A set of all the documents that are required to be updated annually as prescribed in Section 3 of this SOR. (O) Minutes/RODs to be issued to the Authority within 7 Business Days of the meeting taking place.
Contract Delivery Meetings							
6.16	Contract Delivery Status Meeting	This meeting will review status of: a. All aspects of the Delivery Plan; b. The CMS; c. Risks/Opportunities; d. Finance.	Contract or facility or online via MS Teams.	Every 2 months.	Authority will chair meeting. Contractor to provide secretarial function.	Contractor SQEP Project/ Contract Management staff. Contractor commercial staff.	(I) Contract Delivery Status Report. (I) CMS(O) Minutes/RODs will be issued by the Contractor to the Authority within 7 Business Days of the meeting.

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
					Contractor to send out calling notice and agenda for meeting. Contractor to ensure SME representation.		Meetings will continue every 2 months until delivery of all Tranches 1 to 5.
In Service – Contract Tasking Review Meeting							
6.17	Contract Tasking Review Meeting	An update on all sections of the Contract Tasking Report including status of Spares orders.	Contract or facility or online via Teams.	Quarterly.	Authority will chair meeting. Contractor to send out calling notice and agenda for meeting. Contractor to ensure SME representation.	Contractor SQEP Project and Contract Management staff. Contractor Commercial staff. Contractor engineering staff.	(I) Contract Tasking Report. (O) Minutes/RODs will be issued by the Contractor to the Authority within 7 Business Days of the meeting. Meetings will begin from the time all Tranche 1 related equipment has been delivered. The meeting will take place

Item	Contractor Deliverables	Meeting Description	Location	Frequency	Role(s) of Contractor	Minimum Attendees	Contractor Inputs (I) and Outputs (O) The Contractor shall provide Inputs to the Authority to support each meeting 5 Business Days in advance of each meeting.
							within 10 Business Days of issue date of that quarter's Contract tasking report.

Section 7 – Contract Extension Options Requirements Table

Section	Sections	Description	Frequency
7	7.1	Option to apply a contract extension (3 years)	Contract Option 9
	7.2	Option to apply a contract extension (3 years)	Contract Option 10

8	Warranty Options (To be exercised in accordance with Condition 7 (Contract Options) of the Contract)						
8.1(a)	Option 11 Parts & Labour Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of one (1) year; or				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]	
8.1(b)	Option 12 Parts & Labour Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of two (2) years.				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]	
8.2(a)	Option 13 Design Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of two (2) years; or				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]	
8.2(b)	Option 14 Design Warranty in accordance with Condition 35 (Warranty) of the Contract for a period of three (3) years.				In accordance with Condition 35 (Warranty) of the Contract	[REDACTED]	

**LARGE BOAT AERIAL DELIVERY (LBAD) SYSTEM****706048451-LBAD-IGQ-TR-2.1.1-TD12****DELIVERY PLAN****APRIL 2025**

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Registered Number 2524190 in England and Wales.

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SYSTEM REQUIREMENTS DOCUMENT

C17 CSAE DT

A400M Large Boat Aerial Delivery (LBAD)

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Defence Equipment & Support

C17 CSAE DT

Aerial Delivery Equipment



LARGE BOAT AERIAL DELIVERY (LBAD) TOP LEVEL TEST AND EVALUATION PLAN

Doc No: EMP-ADE/LBAD/TEP

Version: 1.1

Effective Date: 19/09/2023

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Record of Version of the GEAR Review Report

Version No.	Version Date	Brief Version Description	Change Control
1.0			Initial Issue
1.1	19 Sep 23	Updated from signed QQ LR	

References

Source	Reference	Issue	Date
Large Boat Aerial Delivery (LBAD) System Top Level Test Plan Document Set	QinetiQ/EMEA/AS/LR230527/1	1	19 May 23

SIGNATURES PAGE

Prepared by:



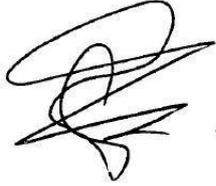
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Date: 19/09/2023

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Introduction

Document Purpose: All Test and Evaluation activities will be undertaken by an Independent Test and Evaluation (ITE) Organisation contracted by the C17CSAE DT. The Purpose of this high-level plan is for industry to understand what activities will be undertaken during the specified ground assessment and flight test phases for the proposed Large Boat Aerial Delivery System (LBAD).

Additionally, the provision of a high-level test plan will help to ensure that each supplier understands that all systems submitted for evaluation will be assessed using, where possible, comparable activities.

Test Plan Philosophy and Reasoning

The format of the test plan by the ITE, was influenced by the Requirements documents, which enabled the generation of overarching testing requirements; presented below as a three-part document-set. A 'general' philosophy has been applied to allow for the preparation of test serials based on typical attributes of a Heavy Equipment (HE) airdrop system.

The test plan document-set considers desktop analysis, practical ground-based assessments and flight testing of a notional HE airdrop system. Due to the undetermined solution for LBAD, at this planning stage, the breakdown of testing does not attempt to accurately specify the necessary testing period, or the number of test serials required. Instead, the ITE presented information based on its test involvement with other HE airdrop systems (as previously assessed by the Air Test and Evaluation Centre (ATEC)). For example, experience has established that a nine-sortie airdrop programme, which would typically include drops in single, split stick and sequential configurations - at a range of load masses and despatch speeds, could be sufficient. However, it is emphasised that the figure of nine sorties is notional and will increase for some, or all, LBAD contending systems - depending on their complexity and degree of aerial delivery novelty. Conversely, should a contending LBAD system be suitably similar to an in-Service system then the number of incremental steps within its test programme could remain at nine-sorties.

The following test plans have been presented as part of this Top-Level Plan:

- LBAD System Overarching Test and Evaluation (T&E) Plan, presented at Appendix A.
- Estimated Ground Assessment Plan, presented at Appendix B.
- Estimated Flight Test Plan, presented at Appendix C.

In order to accelerate meeting Defence requirements for the LBAD system, the project has been split into 2 distinct Flight Trial objectives.

- LBAD Phase 1

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- Single or double despatch of Maritime Interdiction Craft (Medium) (MIC(M)) ▪ With and without parachutists following
- LBAD Phase 2
 - Single or double despatch of all specified payloads
 - With and without parachutists
 - Sequential despatch of applicable payloads

Acronyms/Abbreviations

Acronym	Definition	Acronym	Definition
47 AD	47 Air Despatch Squadron	GRS	Guide and Restraint System
ACHE	Air Cargo Handling Equipment	HE	Heavy Equipment
AD&S	Airbus Defense and Space	IATA DGRs	International Air Transport Association Dangerous Goods Regulations
ADDB	Aerial Delivery Database	IMDG	International Maritime Dangerous Goods
ADEI	Aerial Delivery Equipment Inspector	ICD	Interface Control Document
ADR	International Carriage of Dangerous Goods by Road Regulations	ITE	Independent test and Evaluation
AE	Airborne Equipment	in	inches
agl	Above Ground Level	ITN	Invitation To Negotiate
AMOV	Allied Movements Publication	JSP	Joint Service Publication
AOC	Air Officer Commanding	KCAS	Knots Calibrated Air Speed
AP	Air Publication	kg	kilogram
AT	Air Transport	LBAD	Large Boat Aerial Delivery
ATEC	Air Test and Evaluation Centre	LM	Load Master
AUM	All Up Mass	LOLER	Lifting Operations and Lifting Equipment Regulations
C17CSAE DT	C17 Combat Support and Airborne Equipment Delivery Team	LPB	Littoral Patrol Boat
CAD	Computer Aided Design	LW	Landing Weight
CARP	Calculated Aerial Release Point	MAA	Military Aviation Authority
cb	centre of balance	MHE	Manual Handling Equipment
CG	Centre of Gravity	MIC	Medium Interdiction Craft
CH	Cargo Hold	MOB	Main Operating Base
CHS	Cargo Hold System	MOD	Ministry of Defence
CLP	Cargo Load Plan	MPRS	Medium Platform Rigging Scheme
COC	Certificate of Conformity	PA	Pressure Altitude
COD	Certificate of Design	RA	Regulatory Article
COSHH	Control of Substances Harmful to Health	RF	Radio Frequency
CST	Chute Selection Table	RID	International Carriage of Dangerous Goods by Rail

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daN	DekaNewton	RLC	Royal Logistics Corps
DAOS	Design Approved Organisation Scheme	RPC	Riverine Patrol Craft
DDP	Declaration of Design and Performance	RRS	Roller Restraint System
DE&S	Defence Equipment and Support	RTS	Release To Service
DefCon	Defence Condition	SOD	System Operation Document
DefStan	Defence Standard	SMP	Safety Management Plan
DGM	Dangerous Goods Manual	SR	System Requirement
DO	Design Organisation	SRD	System Requirements Document
DOB	Deployed Operating Base	STANAG	Standard NATO Agreement
DOSG	Defence Ordnance Safety Group	T&E	Test and Evaluation
DSLRL	Defence Land Safety Regulator	TOW	Take-Off Weight
DZ	Drop Zone	USL	Underslung Load
EASA CS	European Aviation Standards Agency Certification Specification	USLC	Underslung Load Clearance
EED	Electrical Explosive Device	VfM	Value for Money
EPES	Extraction Parachute Ejector System	V _{LSAD}	Limiting Speed for Aerial Delivery
EW	Electronic Warfare	VMC	Visual Meteorological Conditions
FDM	Flight Data Monitoring	VVRM	Verification and Validation Matrix
ft	Feet	WBM	Weight and Balance Manual
FW	Fixed Wing	ZFM	Zero Fuel Mass
GIP	Ground Impact Point		

Table 1: Acronyms & Abbreviations

ANNEX A – LBAD System Overarching Test & Evaluation (T&E) Plan

1. This table has been developed by the ITE using the Requirements Documents to begin formulation of the Assessment and Test Plans for the LBAD System campaign. The SRD remains the overriding Authority document and the ITE produced documentation will be translated into a resultant score in accordance with the Verification and Validation Matrix (VVRM) Scoring Criteria.
2. The scope of the T&E approach will be to evaluate the LBAD System in the following areas:
 - a. Preparation and construction
 - b. Installation phase (this T&E Plan assumes that two LBAD loads can be carried and despatched, either singly or as a sequential pair)
 - c. Deployment and airdrop phase
 - d. Drop zone procedures
 - e. Operational Drop Zone (DZ) procedures
 - f. Air land and abort options
3. Other boundaries can be considered if required but for the purposes of this matrix are considered out of scope for the initial evaluation of the aspresented LBAD system.
4. ITE envisaged rating, has been derived from experience against previous in-service systems as the priority criteria but does not outweigh the priorities set within the SRD.
5. This table refers to Design Organisation (DO)-supplied documentation, which has should be incorporated into the Supplier Tender response as detailed within the LBAD ITN Pack. Any reference to DO-supplied documentation should not be confused with the ITE derived System Operation Document (SOD) that will be produced using the DO-supplied information to produce and inform the UK specific procedures.

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g

1	The Tenderer/Design Organisation (DO) is to be Design Approved Organisation Scheme (DAOS) accredited or national equivalent if non-UK.	Confirmation of accreditation status by MOD Commercial	N/A	<ul style="list-style-type: none"> UK DAOS Approval (scope of which is relevant to the product supplied). Reference associated Military Aviation Authority (MAA) Regulatory Articles (RA) 	<p>A design approved organisations certificate required at Tender submission.</p> <p>A design approved organisations certificate specific to the scope of supply required before Flight Trials commence.</p>	Mandatory	Supplier is expected to be involved in any modification process to maintain integrity of Certificate of Design. (SRD ID #6.5, 6.29, 7.5)
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	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g

2	<p>The DO will provide documentation detailing:</p> <ul style="list-style-type: none"> Method of operation and a system suitability argument. Pre and post-drop maintenance procedures. Preparation information. Load rigging information. Load installation information. De-rigging information. Platform recovery information. Storage criteria Serviceability Checklists Lifing 	<p>Desktop evaluation by ITE</p> <ul style="list-style-type: none"> Verified during ground assessment Verified during flight trials 	<p>DO-provided documents, as a minimum the DO will stipulate:</p> <ul style="list-style-type: none"> Overall system strength. Payload restraint capability. System description. Equipment description. Limitations/ restrictions of use. 	<p>DO-provided report in MS Office format.</p> <p>DefStans</p>	<p>Draft documents to be presented prior to ground assessment.</p> <p>Draft maintenance, pre and post-drop preparation, and rigging instructions will be required ahead of ground assessment.</p> <p>Documents will be used throughout the evaluation and will be used to develop the UK specific LBAD manuals for service use.</p>	<p>Essential</p>	<p>Draft documents will be evaluated and where required clarified by the DO</p> <p>DO to provide documentation and serviceability checklists to enable storage and lifing of equipment. (SRD ID #1.8, 1.9, 1.10, 1.25, 1.29, 5.1, 6.1)</p>
3	<p>The DO is to provide a Certificate(s) of Design (COD) and Certificate(s) of Conformity (COC) - or national equivalent if non-UK - for all items provided (including sub systems provided by sub-contractors) to support ground assessment.</p>	<p>Desktop evaluation of information by ITE</p>	<p>Design Approval Certificate for Military Aircraft and Airborne Equipment. Used to support ITE authorisation documents for ground assessments</p>	<p>Declarations of Design and Performance (DDPs), F100As or contractor equivalents which encompasses the presented system required by:</p> <ul style="list-style-type: none"> DefStans. DefCons; Associated RAs. 	<p>DO issued prior to trials to support ITE trials authorisation processes.</p>	<p>Essential</p>	<p>None</p>
4	<p>The DO is to provide a COD and COC for all items provided (including sub systems provided by subcontractors) to support flight trials.</p>	<p>Desktop evaluation of information by ITE</p>	<p>Design Approval Certificate for Military Aircraft and Airborne Equipment. Used to support ITE authorisation documents for ground assessments</p>	<p>Declarations of Design and Performance (DDPs), F100As or contractor equivalents which encompasses the presented system required by:</p> <ul style="list-style-type: none"> • DefStans. 	<p>DO issued prior to trials to support ITE trials authorisation processes.</p>	<p>Essential</p>	<p>None</p>

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
				DefCons; Associated RAs.			
5	The platform or any of its ancillary items that may contain hazardous substances are to be listed and supported with appropriate paperwork.	Desktop evaluation of information by ITE	ITE, on behalf of the MoD, to assess the hazardous material contained within the item	DefStan. COSHH Regulations. Air – DGM and IATA DGRs. Road – ADR. Rail – RID. Sea – IMDG	Certification required for ground assessment.	Essential	All environmental aspects are to be iaw the C-17 CSAE DT environmental protocols. (SRD ID #1.15, 1.24, 4.13, 6.9, HF-034)
6	The DO is to provide an approval certificate to show that Explosives, Electro-Explosive Devices (EEDs). Specifications relating to explosives, EEDs, lasers and associated components, circuitry and wiring has been approved prior to issue by the safety regulator, if part of the proposed system.	Desktop evaluation of information by ITE	Acceptance by MOD	Associated RAs.	Certification required for ground assessment.	Essential	None
7	The system will meet existing environmental regulations and have minimal environmental impact.	Desktop evaluation of information by ITE	Acceptance by MOD	DefStans. DefCons; Associated Ras JSPs Environmental Protection Act	Certification at tender submission	Essential	All environmental aspects are to be iaw the C-17 CSAE environmental protocols. (SRD ID #4.13)
8	The system shall be operable within the operating environmental limitations	Desktop evaluation of information by the DO	ITE, on behalf of the MoD	Atlas C Mk 1 RTS Figure B 2.1.1	Desktop analysis for ground assessment.	Mandatory	SRD states -54C to +55C outside air temperature dependant on altitude.

9	The platform is dimensionally compatible with the Atlas C Mk 1	Desktop evaluation of information by ITE. Measurement by ground assessment	Load to meet UK-Service ready access limits and/or Airbus certification standard	APs. DefStan. A400M WBM	DO provided platform loading manuals required for ground assessment phase	Mandatory	In-Service ready access differs significantly from Airbus requirements for the clearance around a load
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	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
10	The platform system is to be compatible with and can be restrained in the X, Y and Z axes using the Guide and Restraint System (GRS) and Roller Restraint System (RRS) in conjunction with the X-Locks	Design assessment via desktop study. Ground assessment	Evidence from DO to be reviewed by ITE on behalf of the MOD	DefStan Demonstrated compatibility with CHS, GRS and ability to engage all X-Lock required (transit). iaw AD&S design limitations.	DO provided documentation	Mandatory	Roller line loading limits to be respected and the application of a platform load limit needs to be confirmed. Castellation information is provided in ICD pack to DOs to inform their design. To protect the GRS, XLocks and roller conveyor from excessive line loading during the installation, despatch or offloading of platforms. AD&S certification has been based on the Type V castellation profile. (SRD ID #2.5, 2.6, 2.8, 2.9, 3.7, 3.9, 3.10)

11	The rigged load is able to meet the restraint requirements for aerial delivery systems.	Desktop evaluation of information by ITE	In line with UK service requirements	Airdrop restraint limitations to a minimum acceptable level as currently allowed by AOC 1 Group. STANAG. DefStan. EASA CS	DO evidence required for ground assessment.	Mandatory	The payload must be secured within the platform to meet the required restraint criteria for the aircraft and ensure remains secure through all stages of the LBAD through transit, deployment and where necessary during landing (aborted drop). The System shall be restrained safely in flight up to first movement. (SRD ID# 1.30, 2.9, 3.8)
12	The airdrop system is to be capable of accepting the range of equipment	• Desktop evaluation of information by ITE.	Evidence to be gathered by the ITE on behalf of the MOD.	Computer Aided Design (CAD) drawings together with written evidence in MS Office	DO-evidence required for ground assessment. Confirmatory information to be	Mandatory	The All Up Mass (AUM) of a single platform, including its parachute

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g

	<p>requirement's for air transportation and aerial delivery. Mass between 3000 kg and 16 000 kg including parachutes and ancillary.</p> <p>Length between 8 ft and 24 ft</p>	<ul style="list-style-type: none"> • Ground assessment 	<p>Centre of Balance (cb) data and example load rigging manuals to be provided by DO</p>	<p>format, supported by a sound scientific and mathematical argument.</p>	<p>accrued during evaluation</p>		<p>systems will not exceed 16 000 kg. The System shall not exceed the A/C shear and bending moment limitations and should remain within aircraft structural limitations. LBAD will enable the efficient use of load space and maximise the capability of AT to cater for the demands of future operations and equipment. It is envisaged that the system load envelope will allow for future payloads. (SR ID #1.7, 1.13, 3.13)</p> <p>Boats required for airdrop are as follows: Littoral Patrol Boat (LPB) Riverine Patrol Craft (RPC) Maritime Interdiction Craft (Medium) (MIC(M)) Maritime Interdiction Craft (Heavy) (MIC(H))</p>
13	<p>The System shall be compatible with following tailgate parachutist equipment</p>	<p>Desktop study on despatch procedure</p>	<p>Evidence to be gathered by the ITE on behalf of the MOD.</p>	<p>ITE Reporting Process</p>	<p>DO-evidence required for ground assessment.</p>	<p>Mandatory</p>	<p>The tailgate parachutist static lines should be able to be recoverable prior to despatch of a subsequent LBAD. (SRD ID #1.6)</p>
14	<p>The System shall provide multiple omnidirectional attachment points at evenly distributed intervals, for the length and width of the platform, for</p>	<p>Desktop study of Platform DO evidence for restraint principle</p>	<p>Evidence to be gathered by the ITE on behalf of the MOD.</p>	<p>DefStan. STANAG.</p>	<p>DO-evidence required for ground assessment.</p>	<p>Mandatory</p>	<p>The platform mounted restraint points must be able to provide sufficient all-round restraint to suit the suite of equipment required for airdrop,</p>

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
	payload restraint and development of rigging schemes						whist maintaining the necessary restraint requirements iaw the MPRS. Attachment points evenly spaced across length and width of platform, with identifiable safe working load labels (SRD ID #1.31, 6.2)
15	The System shall include attachment points capable of accepting 2 restraint 'devices', applied in opposite directions	Desktop study of Platform DO evidence for restraint principle	Evidence to be gathered by the ITE on behalf of the MOD.	STANAG DefStan.	DO-evidence required for ground assessment.	Highly Desirable	Flexibility in development of rigging schemes to maximise restraint. (SRD ID #1.32)
16	The System shall permit the use of inService restraint media used for payload restraint.	Ground assessments	Evidence from DO to be reviewed by ITE on behalf of the MOD. Direct assessment by ITE.	• APs	DO to provide evidence of compatibility or demonstration of new restraint media.	Highly Desirable	Tenderers will be required to supply a sample restraint equipment if they deem in- Service equipment unsuitable for evaluation by the authority The ability to utilise inService equipment will represent VfM (SRD ID # 2.7)

17	The AD system will not introduce any single points of failure at any point in the loading, transit and airdrop phase that may lead to a catastrophic outcome. The system must meet Safety Target for Airborne Equipment and the A400M	Desktop study of Platform DO evidence. Ground assessment. Flight assessment	Evidence from DO to be reviewed by ITE on behalf of the MOD. DO Test evidence.	Atlas C Mk 1 SMP Part 2 Annex C	DO provided DDP (or equivalent) to satisfy DefStan required for ground assessment phase. DO provision of F100A and equipment certification documents.	Mandatory	
18	The un-rigged platform, its associated components and all	Desktop study of Platform DO evidence	Evidence to be gathered by the ITE on behalf of the MOD	JSPs. DefStan NATO AMOVP	DO-provided transporting instructions	Essential	The LBAD system once stripped to its component

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
	ancillary items will be surface and air transportable either as a single entity or in its DO component part state. Appropriate instructions to be supplied.			• DSLR Regulations.	required for ground assessment.		parts or as a complete system must be deployable by air, sea and road transportable or in service UK Military transport, for pre-positioning at a DOB law with Operational directives. Once stripped to its component parts the system must be able to be re-constructed. (SRD ID #1.11, 1.12, 1.21, 1.22, 1.23, 1.24)

19	The system shall incorporate a payload specific airdrop cover in order to prevent snagging during the airdrop.	Desktop study of Platform DO evidence.	Evidence from DO to be reviewed by ITE on behalf of the MOD. Direct assessment by ITE.	ITE Reporting Process	Ground Assessment	Mandatory	The cover which is provided should not increase the maximum height of the payload to outside of the extraction load height limitations. The cover shall not limit access to the payload deck area when attached to the platform. (SRD ID #1.33, 1.37, 2.11)
20	The System shall be capable of being embarked/disembarked from ship to shore/shore to ship by crane lift and incorporates the suitable lifting points.	Desktop study of Platform DO evidence	Evidence from DO to be reviewed by ITE on behalf of the MOD. Direct assessment by ITE.	• JSPs	DO-evidence required for ground assessment	Mandatory	To allow Strategic movement of Materiel Identified and marked lifting points compliant with LOLER. (SRD ID # 1.16, 1.17)
21	The System shall have a minimal footprint and be capable of being moved and stacked for storage	Desktop study of DO-evidence in order to make an informed decision	• Evidence from DO to be reviewed by ITE on behalf of the MOD.	Road Transport regulations	DO provided instructions required for review.	Desirable	Minimum of 3 platforms to be stackable and will not produce undue stress of the lower platforms

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g

	purposes						A minimum of 2 platforms stacked for road transport operations A suitable racking system could be considered, however, all systems must have security systems and the platforms must be compatible with in-Service Mechanical Handling Equipment (MHE). (SRD ID #1.18, 1.19, 1.20, 1.27, 2.10)
22	The System shall be capable of transportation by air as an underslung load by Rotary Wing aircraft.	Desktop study of DO-evidence in order to make an informed decision regarding USL capability (USL assessment not envisaged to be included in ground or flight trials programme)	Evidence from DO to be reviewed by ITE on behalf of the MOD. Direct assessment by ITE.	• iaw Under Slung Load Clearance (USLC) requirements	DO-evidence required for ground assessment	Desirable	The system shall be recoverable post airdrop from the DZ. (SRD ID #1.26)
23	The rigged load (at all masses) is able to be ground transported and cross-loaded on to an Atlas C Mk 1 using typical in-Service Aircraft Cargo Handling Equipment (ACHE)	Ground assessments	Evidence to be gathered by the ITE on behalf of the MOD	JSPs. DefStan	DO-evidence required for ground assessment	Mandatory	The User requires LBAD to be compatible with in-Service ACHE at the MOB or DOB. Current ACHE held by 47 AD Sqn RLC is the Truck Cargo Aircraft Loading (ATLAS 2000 MRL).
24	When presented with all of the associated platform equipment a single trained Aerial Delivery Equipment Inspector (ADEI) will be able to carry out a predrop or post drop inspection within	Rigging and maintenance assessment (as part of ground assessment)	Evidence to be gathered by the ITE on behalf of the MOD	ITE reporting process	DO-provided servicing instructions required for ground assessment phase. DO documents will form the basis for UK Service documents and manuals	Essential	However, the system should be, where possible, compatible with in-Service tools and equipment (VFM). (SRD ID #2.16)

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
	5 hours.						
25	Upon receipt of an airdrop-ready equipment and payload, a trained rigging team of 5 will be able to prepare the load for airdrop in 8 hours	Desktop study of Platform DO evidence. Demonstration by DO riggers. Ground assessments	Evidence to be gathered by the ITE on behalf of the MOD	ITE reporting process	DO-provided rigging instructions required for ground assessment phase. DO documents will form the basis for UK Service documents and manuals	Essential	The system should also define payload position criteria when fitting to the platform and allow for calculation of overall CG when fully rigged. LBAD loads will be constructed and checked by 47 AD Sqn RLC pers within the required timeframes using standard equipment. These set timings will be stipulated in the ITE report and the 47 AD Ops manual. (SRD ID #1.5, 1.28, 1.34, 1.35)
26	The airdrop system (single platform) can be installed by a trained team of 5 into an Atlas C Mk 1 within 2 hours	Demonstration by DO personnel, under control of ITE. Ground assessments by ITE	Evidence to be gathered by the ITE on behalf of the MOD	ITE reporting process	<ul style="list-style-type: none"> DO to highlight any aircraft integration limitation/requirements. ITE will use provided information to develop the aircraft installation procedures that best suit UK needs, and where applicable in line with normal UK practices 	Essential	Installation timings specified are from the LBAD arriving at the ac ramp until completion of final checks. Installation timings based on five Army AD pers and one RAF LM (SRD ID #10, SRD ID #53 and SRD ID #223)

27	The airdrop system (Double platform) can be installed by a trained team of 5 into an Atlas C Mk 1 within 4 hours	Ground assessments	Evidence to be gathered by the ITE on behalf of the MOD	ITE reporting process	Compliance with Atlas C Mk 1 limitations: <ul style="list-style-type: none"> • Loading Limitations • Cargo Compartment Limitations. • Max TOW/LW/ZFM Limitations. • Aircraft CG Limits 	Essential	Split stick or Sequential Installation timings specified are from the LBAD arriving at the ac ramp until completion of final checks. Installation timings based on five Army AD pers and one RAF LM (SRD ID #2.1, 2.3, 2.4)
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	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
28	The System shall be capable of being winded into the aircraft using the aircraft winch system	<ul style="list-style-type: none"> • Desktop study of Platform DO evidence. • Ground assessments 	<ul style="list-style-type: none"> • Evidence from DO to be reviewed by ITE on behalf of the MOD. • Direct assessment by ITE. 		DO provided evidence Ground assessment	Desirable	Documentation to be reviewed to confirm safe working load of attachment points. (SRD ID # 2.2)
29	The airdrop of LBAD, in either a single or double configuration in a single pass of the DZ	<ul style="list-style-type: none"> • Ground assessment(s) by ITE • Flight Trials by ITE. 	Evidence to be gathered by the ITE on behalf of the MOD	ITE reporting process	Flight Trials	Mandatory	T&E results to confirm. Aerial Delivery Database (ADDB) and Chute Selection Table (CST) will inform CARP. A UK-specific CST to be devised if LBAD side rail detents differ from certification platforms. (SRD ID #1.3, 3.1 and 3.2)
30	The System shall not interfere with aircraft emergency systems before deployment	Ground assessments	Evidence to be gathered by the ITE on behalf of the MOD	Within the Atlas C Mk 1 WBM TLL1 Limitations.	Confirmatory information to be accrued during assessment	Essential	Minimum of 5.9 in (0.150 m) during loading and 7.87 in (0.200 m) during aerial delivery operations. The A/C has specific smoke detection and rapid decompression facilities that are stated as geometric clearance requirements. (SRD ID #3.14)

31	Post-airdrop, the equipment can be derigged, stripped of all AD equipment and prepared for operation	<ul style="list-style-type: none"> Desktop study of Platform DO evidence. Ground assessment. Assessment post drop with demo from DO 	Determination via trials and/or from evidence from use	ITE reporting process	<ul style="list-style-type: none"> Ground assessment. Flight trials 	Essential	De-rigging must be achievable with no specialist tools. The necessary number of trained pers was determined to be no more than two during day and night. The system should provide a bespoke parachute tray (threshold) and universal parachute tray(objective) which is
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	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
							easily removed from the boat. (SRD ID #1.38, 4.6, 4.7, 4.8)
32	The AD system is able to be safely deployed and shall not damage the aircraft static line anchor cables or any other role equipment parachute assemblies on deployment from the Atlas C Mk 1 by day and by night.	<ul style="list-style-type: none"> Ground assessment. Flight trials to determine suitability at the following heights/altitudes: <ul style="list-style-type: none"> Minimum 750 ft AGL. Maximum 8 000 ft PA 	<ul style="list-style-type: none"> Evidence to be gathered by the ITE on behalf of the MOD 	In line with existing systems	<ul style="list-style-type: none"> DO provided F100A and or DDP for flight trials. Flight trials unlikely to achieve drops above 3000ft on standard UK DZs. 	Mandatory	To protect the aircraft's cargo hold and negate attrition to the static line anchor cables, parachute assemblies and role equipment. Compliant where possible with Airbus certified extracted load dimensions. Respect current 500 daN limit on anchor cables. Also, the tip-off limits will need to respected or mitigated (SRD ID #1.14, 3.3 3.4, 3.5, 3.7, 3.9, 3.11, 3.12, 3.13, 3.16)

33	The airdrop of platform can be conducted within an aircraft speed range of 120 -140 KCAS	<ul style="list-style-type: none"> Desktop study of Platform DO evidence. Flight trials to determine suitability across the speed range 	Evidence to be gathered by the ITE on behalf of the MOD	In line with the Release To Service (RTS) for airdrop from the Atlas C Mk 1	<ul style="list-style-type: none"> DO provided F100A for flight trials. Flight trial. 	Mandatory	Drop speed to respect existing Atlas C Mk 1 V_{LSAD} airdrop limitation. Aircraft airdrop speed in line with the AD&S speed envelope for extracted loads currently set at 130 KCAS \pm 5 knots. Note, airdrop speed certification is ongoing and an upper despatch speed of 150 KCAS is expected. (SRD ID #3.6)
34	The LBAD system is able to be employed in surface wind speeds of up to 30 knots	<ul style="list-style-type: none"> Desktop study of Platform DO evidence. Flight Trials to determine suitability in a worst-case scenario (where the 	<ul style="list-style-type: none"> ITE on behalf of the MOD, to provide advice accordingly DO evidence of use 	In line with existing systems	DO provided F100A and/or DDP for flight trials. Flight trial.	Mandatory	To ensure load can be received and derigged within operational parameters. This SR may be driven by the parachute/LBAD system limitations

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
		metrological conditions during the flight test phase exist)					(SRD ID #4.1)
35	The LBAD system is able to be employed in specific seat state conditions.	Desktop study of Platform DO evidence. Ground Trials Flight Trials to determine suitability in a worst-case scenario (where the metrological conditions during the flight test phase exist)	<ul style="list-style-type: none"> ITE on behalf of the MOD, to provide advice accordingly DO evidence of use 	In line with existing systems	<ul style="list-style-type: none"> DO provided F100A and/or DDP for flight trials. Flight trial. 	Mandatory	To maintain boat and parachutist safety in various sea states. (SRD ID #4.2)

36	To airdrop the AD system at specified range of altitudes and drop heights in Visual Metrological Conditions (VMC) worldwide day and night.	Desktop study of Platform DO evidence	ITE, on behalf of the MOD, to provide advice on potential for suitability at higher despatch altitudes	ITE reporting process	DO provided F100A and/or DDP for flight trials	Highly Desirable	Select FW a/c might be required to fly at lowlevel to defeat a RF EW Threat. Airdrop of LBAD as low as possible will minimise a/c exposure time. Wind speed will be measured at 2m from ground level over the preceding 15 mins before drop. (SRD ID #3.16, 3.3)
37	The system should include a parachute release mechanism that is not inhibited by wind speed at the drop zone	<ul style="list-style-type: none"> • Desktop study of Platform DO evidence. • Ground assessment to determine suitability of disconnect systems. • Flight trials confirmation 	Determination via trials and/or from evidence from use	DOSG compliant	DO provided F100A and/or DDP for flight trials	Essential	Parachute disconnects should be capable of releasing in the Threshold and Objective wind speeds
38	Following airdrop the payload must be intact and fully functional	<ul style="list-style-type: none"> • Desktop study of Platform DO evidence. • Ground assessment. • Static drop. • Flight trials 	Determination via trials and/or from evidence from use	DefStan	DO provided F100A and/or DDP for flight trials (or equivalent)	Essential	The system should not damage the boat due to LBAD platform structure. The system shall maintain an

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
							optimum bow down angle to increase survivability. Boat must be serviceable upon derigging. (SRD ID #1.36, 4.5)
39	The System shall allow positive identification of the boat and platform at all times whilst under canopy.	<ul style="list-style-type: none"> • Ground assessment. • Flight trials 	Determination via trials and/or from evidence from use	ITE reporting process	<ul style="list-style-type: none"> • Ground assessment. • Flight trials 	Desirable	Following Parachutists should be able to see the payload and platform. (SRD ID #3.17, 3.18)

40	The System shall permit the inclusion of Flight Data Monitoring (FDM) equipment.	<ul style="list-style-type: none"> • Ground assessment. • Flight trials 	Determination via trials and/or from evidence from use	ITE reporting process	<ul style="list-style-type: none"> • Ground assessment. • Flight trials 	Desirable	The system requires specific points to attach video cameras and acceleration data recorders. (SRD ID #3.19)
41	The airdrop characteristics of the system will be sufficiently consistent so as not to compromise drop accuracy	<ul style="list-style-type: none"> • Desktop study of Platform DO evidence. • Flight trials 	Determination via trials and/or from evidence from use	ITE reporting process	<ul style="list-style-type: none"> • DO provided F100A and/or DDP for flight trials. • Flight trial. 	Essential	To ensure that the load deployment is sufficiently consistent. To avoid confusion Impact Point on the Atlas C Mk 1 is referred to as Ground Impact Point (GIP). From this data, the minimum DZ size is to be calculated. (SRD ID #3.15, 4.3)
42	Requirement to map the ballistic load/chute failure case of LBAD to ensure safety of surrounding population by the means of Airdrop Ballistic Load Calculator methodology or similar	Desktop analysis by ITE	Determination by modelling	ITE reporting process	Ground Assessment	Highly Desirable	Operational DZs cannot assure a cleared area iaw peacetime procedures. Crews must assure that any failed or ballistic airdropped loads will not land close to civilian populated area. Mapping should include the following potential ballistic scenarios for each cleared despatch limitation for height / altitude and weight profiles:

	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g
							Boat only Platform only Boat and platform (unseparated) (SRD ID #4.7, 4.17)

43	Post Drop LBAD platform must be capable of floating and locatable post airdrop and sinking for OPs	<ul style="list-style-type: none"> Static Drop Flight Trials 	<ul style="list-style-type: none"> DO provided documentation. Determination via trials and/or from evidence from use. 	ITE reporting process	Ground Assessment	Essential	The System shall float post airdrop for the required time and be locatable using a location aid for any sub-surface floatation. (SRD ID #4.12, 4.14, 4.15)
44	The System shall be capable of being recovered from the DZ to the recovery vessel by crane lift and incorporates the suitable lifting points in order for it to be re-used. There shall be no requirement for additional supports on the recovery vessel and shall ensure the minimum necessity for recovery personnel to enter the water.	<ul style="list-style-type: none"> Desktop study of Platform DO evidence. Ground assessment. 	<ul style="list-style-type: none"> Evidence to be reviewed by the ITE on behalf of the MOD Determination via trials and/or from evidence from use 	ITE reporting process	DO evidence required for ground assessment	Mandatory	To recovery of system post airdrop during training in order for it to be re-used Identified and marked lifting points. (SRD #4.4, 4.9, 4.10, 4.16, 4.18)
45	The System shall be capable of being towed to a safe location	Desktop study of Platform DO evidence. Ground assessment.	Evidence to be reviewed by the ITE on behalf of the MOD Determination via trials and/or from evidence from use	ITE reporting process	DO evidence required for ground assessment	Desirable	To aid recovery of system post airdrop during training Provision of towing capability using platform extraction points. Platform should not sink during a towing operation. (SRD #4.11)
46	The DO will be compliant with MOD safety and acquisition policy by provision of a Safety Assessment	Review of DO information.	DO provided documents including Curriculum Vitae of nominated personnel to assist in	DefStan Associated RAs		Mandatory.	None
	Requirement	Method of Evaluation	Evidence Condition	Standard of Evidence and Reference	Demonstration of Evidence	ITE Envisaged Rating	Notes/Remarks
Serial	a	b	c	d	e	f	g

	Report to demonstrate that the certified design is tolerably safe for its intended use.		the Ground Assessment/ Flight Trial phases.				
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ANNEX B – Estimated Ground Assessment Plan

1. The Table below is a notional ground assessment plan that could form the foundation for System evaluation.

Serial	Notional Dates/Days	Activity	Resources/Remarks
a	b	c	d

1	1 - 2 days	DO presentation/system demonstration	Familiarisation with the presented system, understand component parts and concept of use
		DO led platform construction.	Understand process (Pre-drop maintenance)
		DO led load integration demonstration.	Demonstration of how payloads are physically restrained to the platform
		DO led introduction to parachute systems and their integration to platform.	Demonstration of all equipment integration
		DO led derigging demonstration	Understand any specific techniques/sequences required to remove the restrained boats.
		DO to return all equipment to pre-presentation standard	Allow Ground Assessment activities to commence from a set standard and incorporate all elements of system design and preparation.
2	1 day	Assessment of platform construction procedures	Construct platform iaw DO provided documentation
		Assessment of load to platform integration	Understand concept, understand flexibility of the system Assess restraint capability and conduct payload integration activities
		Assessment of parachute systems and their integration to platform.	Review documentation and conduct integration of equipment Understand main parachute design/capacity/capability
		Introduction to parachute jettison system	Understand any storage/acceptance into service issues (DOSG/EEDs)
		Transfer Loader compatibility	UK Atlas 2000 Transfer loader assessment.
3	4 days	Prepare LBAD system for integration into static aircraft	iaw DO provided documentation and derived T&E Operating Document
		Initial aircraft integration	Platform presented to the Guide and Restraint System (GRS) - movement of platform through GRS and over the Roller Restraint System (RRS). Ensure no integration issue. DO available for technical advice if required. Look at forward/aft most load locations and integration with GRS/X-Locks. Creation of CLP (CST required). Extraction Parachute Ejector System (EPES) integration (to include the extraction parachute). Integration of any parachute jettison system. Inclusion of any supplementary restraint. Unloading procedures (identify any specific actions required during the off load of a complete system)
		Simulated installation of a double LBAD	As above but to include the re-rigging of a fwd extractor post aft platform drop.
		Simulated installation of a sequential LBAD	As above but to include the rigging of a forward extractor and how it integrates with the aft platform
		Load emergencies	Discuss/understand load emergency situations. Discuss drills, procedures and actions required during a load emergency situation.
4	1 day	Static drop test	Deploy to suitable harbour (QQ Haslar TBC)
		Flotation test of LBAD system in controlled environment	Understand the floatation arrangement and recovery of LBAD system in a controlled environment. Ability to tow and recover the platform.
		Recovery of platform and derigging of boat in controlled environment	Understand the necessity of personnel entering the water upon platform recovery to minimise the risk of drowning

6	1 day	Post airdrop	De-rigging procedures. Understand any post drop recovery action that are required (on the LBAD). Discuss USLC. Recovery Vehicle assessment - TML/Terrex. Post drop maintenance.
7	2 days	Environmental testing (TBC)	Temperature testing at Environmental Test Facility (MOD Boscombe Down)

ANNEX C – Estimated Flight Test Plan

1. The Flight Test Plan and number of sorties required is highly dependent upon the results of any Medium Weight Aerial Delivery (MWAD) flight trials, if MWAD Flight Trials have taken place before LBAD it is expected for one boat platform to be around eight to ten sorties over a five-week period (this assumes no delays). Testing of additional boats will require a further two or three sorties each. Additional testing to account for novel design features is almost unquantifiable at this stage but for the sake of the top-level plan it is considered that up to three sorties (with multiple serials) may be needed.

NOTE: LBAD is a higher priority project for Defence and LBAD Flight Trials may occur first, in which case the number of sorties and duration may be expected to be longer.

2. Flight Test Objective can be expected to include:
 - a. Single System Despatch
 - i. Forward CH Position
 - ii. Mid CH Position
 - iii. Aft CH Position
 - b. Double System Despatch
 - c. Sequential System Despatch
 - d. Parachutist following on specific configurations
3. Specific Flight Test Plan for each Phase will be developed once the selected solution is determined.



Ministry
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Large Boat Aerial Delivery

Contract Schedule 5

(Pricing and Payment)

DOCUMENT CONFIGURATION CONTROL**Document Information**

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1.0	26/09/2023	Initial Doc.	N/A	Samuel Smyth
0.3	03/02/2025	Payment Table added & various changes	Various	Lee McMahon
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1.0	19/03/2025	Initial Contract Document		Lee McMahon

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PRICING & PAYMENT

1. This Schedule sets out the Contract Prices agreed for delivering the Contractor Deliverables and Services and the conditions governing the payment of such Charges to the Contractor.
2. Part 1 (Pricing) of this Schedule defines the Prices agreed for each of the Contractor Deliverables and Services
3. Part 2 (Payment) of this Schedule defines the conditions that govern the payment of such Prices to the Contractor.

PART 1 - PRICING**Equipment (SOR Item Nos 1.1 – 1.8)**

The Prices for the Contractor Deliverables detailed within Schedule of Requirements Items 1.1 to 1.8 are Firm Price and are not subject to variation.

The Firm Prices recorded pursuant to Condition 1.1 are assigned to individual Milestones as detailed within Appendix 2 (Payment Plan) of this Schedule 5.

Equipment Options (SOR Item Nos 1.9 – 1.15)

The Prices for the Contractor Deliverables detailed within Schedule of Requirements Items 1.9 to 1.15 shall be as follows:

- i. For Contract Year 1 to Contract Year 4 the Prices shall be Firm Price in Pounds (GBP) and are not subject to variation; and
- ii. For Contract Year 5 and each subsequent Contract Year shall be a Fixed Price in Pounds (GBP) and subject to adjustment in accordance with Appendix 1 (Variation of Price) of this Schedule 5.

The Prices pursuant to Clause 2.1 are assigned to individual Milestones as detailed within Appendix 2 (Payment Plan) of this Schedule 5.

Flight Trials Support (SOR Item No 2)

The Prices for Schedule of Requirement Item No. 2 of the Contract for the Flight Trial Support shall be Firm Prices in UK Pounds Sterling (GBP).

The individual Firm Prices for Flight Trial 1 and Flight Trial 2 shall be as recorded within Appendix 2 (Payment Plan) of this Schedule 5.

Supporting Documentation / Services Requirements (SOR Item No. 3)

The Prices for Schedule of Requirement Item No. 3 of the Contract for the Supporting Documentation / Services Requirements shall be as follows:

- iii. For Contract Year 1 to Contract Year 4 the Prices shall be Firm Price in Pounds (GBP) and are not subject to variation; and
- iv. For Contract Year 5 and each subsequent Contract Year shall be a Fixed Price in Pounds (GBP) and subject to adjustment in accordance with Appendix 1 (Variation of Price) of this Schedule 5.

Technical Services (SOR Item No. 4)

The Firm Prices for all Technical Services duly authorised by the Authority under Schedule of Requirement Item Nos. 4.1 to 4.3 of the Contract is to be calculated by reference to the following pricing mechanism:

- v. the actual hours statement submitted by the Contractor to complete the Technical Service in accordance with the Contract. Such actual hours statement shall be certified by a duly authorised representative of the Contractor;
- vi. the hourly labour rates set out within Table 3 of Appendix 2 to this Schedule 5;

shall be used to calculate the Firm Price for each duly authorised Technical Service.

The aggregate value of all Firm Prices agreed pursuant to Condition 5.1 shall not exceed the relevant Maximum Price recorded within the Schedule of Requirements.

Repair and Maintenance (SOR Item No. 4.4)

Prices for Schedule of Requirement Item No. 4.4 of the Contract for Maintenance and Repair Services shall be priced in accordance with the Emergent Work procedure detailed within Condition 7 of this Schedule 5.

Emergent Work (SOR Item No. 5)

Prices for Emergent Work Requests authorised under Schedule of Requirement Item No. 5 shall be agreed by the Parties on an ad-hoc basis in accordance with the procedure set out in Condition 27 of the Terms and Conditions and shall be recorded and evidenced by the execution of Parts 1, 2, and 3 to the Task Authorisation Form;

All Emergent Work Requests shall be Firm Price in Pounds (GBP);

For the purposes of agreeing the price of any Emerging Work Requests, the Rates as set out within Appendix 2 (Payment Plan) to this Schedule 5 shall be utilised to calculate the Contractor's proposed costs for the relevant Emergent Work Request for consideration by the Authority.

Contract Extension Options – SOR Item No. 6.1 and 6.2

The Prices for the Contract Extension Options in accordance with Schedule of Requirement Item Nos. 6.1 and/or 6.2 shall be Fixed Price. In the event the Authority exercises such Options pursuant to Condition 7 (Options) of the Contract, the Prices for Schedule of Requirement Item Nos. 6.1 and/or 6.2 shall be subject to adjustment in accordance with Appendix 1 (Variation of Price) of this Schedule 5.

Provision of Additional Spares

The Prices for additional Spares delivered in accordance with Schedule of Requirement be Firm Price (not subject to variation) for Contract Year 1 to Contract Year 4. The Firm Prices for each Spare are detailed within Schedule 11 (Spares Price List) of the Contract.

Labour and Travel & Subsistence (T&S) Rates

The Labour and Travel & Subsistence (T&S) Rates set out in Appendix 2 (Payment Plan) to this Schedule 5 shall be:

- vii. Firm for Contract Years 1 to Contract Year 4 and not subject to variation; and

Fixed Price for Contract Year 5 and each subsequent Contract Year and subject to adjustment in accordance with Appendix 1 (Variation of Price) of this Schedule 5.

Warranty Options

The Prices for the Warranty Option in accordance with Schedule of Requirements Item No 8 shall be Firm Price.

PART 2 - PAYMENT

Payment

The Contractor shall submit claims for payment in accordance with the provisions of this Part 2 (Payment) of Schedule 5, DEFCON 522

(Payment and Recovery of Sums Due), and the Payment Plan as set out in Appendix 2 of this Schedule 5.

Milestone Payments (Table 1 Payment Plan)

The Prices for Schedule of Requirement Item Nos 1.1 to 1.15 shall be paid against Milestone Payments in accordance with the provisions of this Condition 13.

Milestone Payments may be claimed by the Contractor on or after the date the Milestone has been formally Accepted by the Authority's Project Manager in accordance with the provisions of Schedule 12 (Acceptance Plan).

The Contractor shall be entitled to submit a claim for payment in respect of the relevant Milestone Payment pursuant to this Condition 13 provided that:

The Authority is satisfied that the Contractor has fully completed all work required in respect of the relevant Milestone in accordance with this Contract (including Schedule 12 (Acceptance Plan) and the Contractor has provided full evidence to the Authority that he has met the relevant Payment Acceptance Criteria as set out in Schedule 12 (Acceptance Plan); and

The Contractor shall deliver to the Authority appropriate and full evidence to demonstrate achievement of each Milestone, on the relevant dates for delivery of the relevant Milestone as set out and detailed in the Milestone Payment Plan; and

Following the Authority's formal acceptance of a completed Milestone (evidenced by written notice from the Authority to the Contractor), the Contractor shall be entitled to deliver an invoice to the Authority in respect of the Milestone Payment; and

Each Milestone is unique, and payment of a Milestone Payment by the Authority shall be without prejudice to any and all of the Authority's rights under the Contract. No payment by the Authority following acceptance by the Authority of any Payment Acceptance Criteria shall constitute, or be deemed to constitute, acceptance by the Authority that any Item or Milestone complies with the requirements of the Contract.

Any claims for the Milestone payments detailed in Table 1 below shall be adjusted to reflect the applicable Milestone payment retention withhold detailed within the Acceptance Criteria for Schedule of Requirement Item Nos 1.3, 1.4, 1.6 and 1.7 pending the Contractor's achievement of the Final Design Acceptance Review (FDAR).

Milestone Payment Number	Contractor Deliverable	Exit Criteria
MPP 5	Tranche 1	Initial Design Acceptance Review

Milestone Payment Number	Contractor Deliverable	Exit Criteria
MPP 6	Air Drop Payload Covers 1	Initial Design Acceptance Review
MPP 11	Tranche 1	Final Design Acceptance Review
MPP 12	Air Drop Payload Covers 1	Final Design Acceptance Review
MPP 13	Option 1b - Tranche 2	Final Design Acceptance Review
MPP 14	Option 1c - Air Drop Payload Covers 2	Final Design Acceptance Review

Table 1 - Milestone Payment Retention

Payment of Milestone payment retentions pursuant to Clause 13.3.5 may be claimed by the Contractor upon written confirmation by the Authority that the Contractor has achieved the relevant Initial Design Acceptance Review or Final Design Acceptance Review.

Flight Trial Support (Table 2 Payment Plan)

The Contractor shall be entitled to submit an invoice for full payment of the Firm Price detailed within Table 2 of Appendix 2 to this Schedule 5 upon completion of the Flight Trials in accordance Schedule of Requirement Item No. 2.

Services Payment (Table 3 Payment Plan)

Payment for Services provided under Schedule of Requirements Item Nos. 3, 6.1 and 6.2 shall be made quarterly in arrears in accordance with Table 3 of this Appendix 2. The first Quarterly Invoice shall be in respect of the period which commences on the first day of the Contract Period, continuing for the remaining days in that calendar month and for the next two whole calendar months.

For any claims for payment submitted pursuant to Clause 15.1, the Contractor shall submit an invoice reflecting the payment value for the relevant quarter being claimed. Such payment value shall be adjusted to reflect:

- viii. any Temporary Payment Withhold, any Permanent Payment Retention and any other deductions determined in accordance with Schedule 9 (Performance Management) of this Contract; and
- ix. any additional sums due to the Contractor in respect of any Temporary Payment Withhold properly claimed by the Contractor in accordance with the provisions of Schedule 9 (Performance Management);

- x. Within a period ending 40 Business Days commencing on the date the last Service Payment is due, the Parties shall conduct a final Service Payment reconciliation. Such reconciliation shall take account of any Temporary Payment Withhold, any Permanent Payment Retention, and any other adjustments permitted in accordance with this Contract, to determine the final Service Payment to be claimed by the Contractor;
- xi. The final Service Payment agreed by the Parties pursuant to Clause 15.2.3 shall be implemented by amending the relevant final Service Payment within Table 3 of Appendix 2 of this Schedule via an Amendment to Contract to reflect the agreed final Service Payment;
- xii. For the avoidance of doubt, the relevant final Service Payment shall not be claimable by the Contractor until such time as the Amendment to Contract has been agreed in accordance with Clause 15.2.3;
- xiii. In the event that final Service Payment is an amount less than the value of the relevant final Service Payment resulting in over payment to the Contractor, the Contractor shall reimburse the Authority an amount equal to the over payment value. Such reimbursement shall be paid by the Contractor to the Authority within 20 Business Days of receipt of a valid Authority invoice.

Technical Services (SOR Item No. 4.1 to 4.3)

Payment of all Technical Services priced pursuant to Condition 5 of Part 1 of this Schedule 5 shall be claimed by the Contractor upon completion as evidence by Authority acceptance of the Contract Tasking Report in which completion of the Technical Services is reported by the Contractor.

The aggregate value of all payments of Technical Services pursuant to Clause 16.1 shall not exceed the relevant Maximum Price recorded within the Schedule of Requirements.

Maintenance and Repair Service (SOR Item No. 4.4)

Payment of all Maintenance and Repair tasks authorised pursuant to Condition 6 of Part 1 of this Schedule 5 shall be claimed by the Contractor upon completion as evidence by Authority acceptance of

the Emergent Work Request form, unless alternative payment arrangements are recorded in the Emergent Work Request, in which case those alternative payments arrangements shall apply.

Emergent Work (SOR Item No. 5)

Payment for all Emergent Work Requests duly authorised in accordance with Schedule of Requirements Item No. 5 shall be claimable by the Contractor upon completion as evidence by issuance by the Contractor to the Authority of a duly completed and signed Part D to the Task Authorisation Form for the relevant Emergent Work Request.

Additional Spares

Payment of additional Spares procurement orders duly authorised in accordance with Schedule of Requirement shall be paid upon Delivery.

Warranty Options

Payment for the Warranty Options duly authorised by the Authority under Schedule of Requirements Item No. 8 shall be paid quarterly in arrears in line with Service Payments detailed within Condition 15 of this Part 2 and Table 3 of this Appendix 2. The annual value of the Warranty Option shall be allocated equally to each payment quarter.

Appendix 1 – Variation of Price (VOP)

1. The Prices identified within the Schedule of Requirements as being "Fixed" Price shall be subject to adjustment by way of indexation in accordance with this Appendix 1 to Schedule 5. Such Prices are fixed at 2023 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased. Any such variation shall be calculated in accordance with the following formula:

$$V = P (a+b (O_i/O_0)) - P$$

Where:

V represents the variation of price;

P represents the Fixed price as stated in the Schedule of Requirements;

O represents the index. Table 1 (Indices Tables) below details the indices to be used in the variation of price calculation for the relevant Item of the Schedule of Requirements or item of cost:

SOR Item No.	Index	Description
1.9, 1.10, 1.11, 1.14 and 1.15.	G6T3	Fabricated Metal Products, Except Machinery and Equipment for Domestic Market
3, 6.1 and 6.2.	HQTI	Top Level SPPI, Sections H to U excl. Section K
1.12 and 1.13.	G6SN	Textiles for Domestic Market
Labour and T&S Rates	HQTI	Top Level SPPI, Sections H to U excl. Section K.

Table 1 – Indices Table

O₀ represents the average OUTPUT Price Index figure for the base period (the base period being the 12-month average of the Output Price Index prior to the Effective Date);

O_i represents the 12-month average OUTPUT Price Index figure for the 12-month period prior to the payment date;

a represents the VOP Non-Variable Element (NVE);

b represents the VOP Variable Element;

a+b=1.

2. The Index referred to in Clause 1 above shall be taken from the following OUTPUT Price Index Tables:

PPI INDEX OUTPUT DOMESTIC - C25 Fabricated metal products, except machinery and equipment; or

Top Level SPPI, Sections H to U excl. Section K; or

PPI INDEX OUTPUT DOMESTIC – C13 Textiles.

3. Indices published with a 'B' or 'F' marker, or a suppressed value, in the last 3 years are not valid for Variation of Price clauses and shall not be used. Where the price index has an 'F' marker or suppression applied to it during the term of the Contract, the Authority and the Contractor shall agree an appropriate replacement index or indices. The replacement index or indices shall cover, to the maximum extent possible, the same economic activities as the original index or indices.
4. In the event that any material changes are made to the indices (e.g. a revised statistical base date) during the period of the Contract and before final adjustment of the final contract price, then the re-basing methodology outlined by the Office for National Statistics (ONS, the series providers) to match the original index to the new series shall be applied.
5. In the event the agreed index or indices cease to be published (e.g. because of a change in the Standard Industrial Classification) the Authority and the Contractor shall agree an appropriate replacement index or indices, which shall cover to the maximum extent possible the same economic activities as the original index or indices. The methodology outlined by the Office for National Statistics used for rebasing indices (as in Clause 4 above) shall then be applied.
6. Notwithstanding the above, any extant index / indices agreed in the Contract shall continue to be used as long as it is / they are available and subject to ONS revisions policy. Payments calculated using the extant index / indices during its / their currency shall not be amended retrospectively as a result of any change to the index or indices.
7. The Contractor shall notify the Authority of any significant changes in the purchasing / manufacturing plan on the basis of which these provisions were drawn up and agreed, or of any other factor having a material bearing on the operation of these provisions such as to cause a significant divergence from their intended purpose, in order that both parties may consider whether any change in this provision would be appropriate.
8. Prices shall be adjusted taking into account the effect of the above formula as soon as possible after publication of the relevant indices or at a later date if so agreed between the Authority and the Contractor. Where an index value is subsequently amended, the Authority and the Contractor shall agree a fair and reasonable adjustment to the price, as necessary.
9. Any claims for payment under this Condition 1 shall be submitted to the Bill Paying Branch, certified to the effect that the "requirements of this Condition 1 of this Appendix 1 to Schedule 5 (Pricing) have been met.

Appendix 2 – Payment Plan

1. Where indicated within Part 2 of this Schedule 5, the Contract Prices shall be paid to the Contractor in accordance with the Payment Plans as set out within the following Tables structured as follows:

Table Number	Payment Plan
Table 1	Milestones.
Table 2	Flight Trial Support.
Table 3	Services.
Table 4	Labour Rates.
Table 5	T&S Rates.

Table 1– MILESTONES

Milestone Payment Plan - v2 ROCO											
Project Milestone	Payment No.	Contract Deliverables	Contract Deliverables No.	SOR Item No.	Status	Acceptance	Delivery date	Approval date	Price Type	Percentage	Payment £
Flight Trial 1 execution	MPP 1	Spares Package 1	1	1.1	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	100%	[REDACTED]
	MPP 2	Support and Test Equipment 1	2	1.2	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	100%	[REDACTED]
	MPP 3	Tranche 1	3 (a)	1.3	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	70% of total price of SOR Item 1.3 (part 1 of 3)	[REDACTED]

	MPP 4	Air Drop Payload Covers 1	4 (a)	1.4	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	70% of total price of SOR Item 1.4 (part 1 of 3)	[REDACTED]
Successful completion of Initial Design Acceptance Review (IDAR)	MPP 5	Tranche 1	3 (b)	1.3	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	15% of total price of SOR Item 1.3 (Part 2 of 3)	[REDACTED]
	MPP 6	Air Drop Payload Covers 1	4 (b)	1.4	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	15% of total price of SOR Item 1.4 (Part 2 of 3)	[REDACTED]
Interim Capability (Maritime Interdiction Craft)	MPP 7	Option 1a - Spares Package 2	5	1.5	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	100%	[REDACTED]
	MPP 8	Option 1b - Tranche 2	6 (a)	1.6	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	70% of total price of SOR Item 1.6 (part 1 of 2)	[REDACTED]

							Delivery Plan)				
	MPP 9	Option 1c - Air Drop Payload Covers 2	7 (a)	1.7	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	70% of total price of SOR Item 1.7 (part 1 of 2)	[REDACTED]
	MPP 10	Option 1d - Support and Test Equipment 2	8	1.8	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	100%	[REDACTED]
Successful completion of Final Design Acceptance Review (FDAR)	MPP 11	Tranche 1	3 (C)	1.3	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	15% of total price of SOR Item 1.3 (part 3 of 3)	[REDACTED]
	MPP 12	Air Drop Payload Covers 1	4 (C)	1.4	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	15% of total price of SOR Item 1.4 (part 3 of 3)	[REDACTED]

	MPP 13	Option 1b - Tranche 2	6 (b)	1.6	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	30% of total price of SOR Item 1.6 (part 2 of 2)	[REDACTED]
	MPP 14	Option 1c - Air Drop Payload Covers 2	7 (b)	1.7	Major rectifications (if any) closed out	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(FIRM)	30% of total price of SOR Item 1.7 (part 2 of 2)	[REDACTED]
Equipment Delivery Options	MPP 15	Option 2 - Tranche 3	9	1.9	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]
	MPP 16	Option 3 - Tranche 4	10	1.10	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]
	MPP 17	Option 4 - Tranche 5	11	1.11	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]

							Delivery Plan)				
MPP 18	Option 5 - Parachute Sets	12	1.12	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]	
MPP 19	Option 6 - Parachute Sets	13	1.13	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]	
MPP 20	Option 7 - Platform Delivery	14	1.14	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]	
MPP 21	Option 8 - Ancillary Set Delivery	15	1.15	Delivered	Refer to Schedule 12 (Acceptance Plan)	Refer to Schedule 3 (Contract or Delivery Plan)	Delivery Date + 30 working days	(Option Firm Price)	100%	[REDACTED]	

Table 2 – FLIGHT TRIAL SUPPORT

Flight Trial Support - v2 ROCO				
Work Package	Payment No.	SOR Item Number	Price Type	Payment
Flight Trial Support 1	FTS 1	2.1	FIRM	[REDACTED]
Flight Trial Support 2	FTS 2	2.2	FIRM	[REDACTED]

Table 3 – SERVICES

Services Payment Plan - v2 ROCO				
[Note to Tenderer: A finalised payment plan shall be arranged at contract award.]				
1. The Maximum Price set out within the Services Payment Plan table below is the total quarterly value before any KPI adjustments are made in accordance with Condition 16 of the Contract.				
Payment No.	Price Type	Payment Description	Payment Period	Payment Value (Maximum Price)
SSP 1	Firm	Contract Year 1 - Quarter 1	TBD	[REDACTED]
SSP 2	Firm	Contract Year 1 - Quarter 2	TBD	[REDACTED]
SSP 3	Firm	Contract Year 1 - Quarter 3	TBD	[REDACTED]
SSP 4	Firm	Contract Year 1 - Quarter 4	TBD	[REDACTED]
SSP 5	Firm	Contract Year 2 - Quarter 1	TBD	[REDACTED]
SSP 6	Firm	Contract Year 2 - Quarter 2	TBD	[REDACTED]
SSP 7	Firm	Contract Year 2 - Quarter 3	TBD	[REDACTED]
SSP 8	Firm	Contract Year 2 - Quarter 4	TBD	[REDACTED]
SSP 9	Firm	Contract Year 3 - Quarter 1	TBD	[REDACTED]
SSP 10	Firm	Contract Year 3 - Quarter 2	TBD	[REDACTED]

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SSP 11	Firm	Contract Year 3 - Quarter 3	TBD	[REDACTED]
SSP 12	Firm	Contract Year 3 - Quarter 4	TBD	[REDACTED]
SSP 13	Firm	Contract Year 4 - Quarter 1	TBD	[REDACTED]
SSP 14	Firm	Contract Year 4 - Quarter 2	TBD	[REDACTED]
SSP 15	Firm	Contract Year 4 - Quarter 3	TBD	[REDACTED]
SSP 16	Firm	Contract Year 4 - Quarter 4	TBD	[REDACTED]
		Contract Extension Option 9		[REDACTED]
SSP 17	Fixed	Contract Extension Option 1 - Year 1 - Q1	TBD	[REDACTED]
SSP 18	Fixed	Contract Extension Option 1 - Year 1 - Q2	TBD	[REDACTED]
SSP 19	Fixed	Contract Extension Option 1 - Year 1 - Q3	TBD	[REDACTED]
SSP 20	Fixed	Contract Extension Option 1 - Year 1 - Q4	TBD	[REDACTED]
SSP 21	Fixed	Contract Extension Option 1 - Year 2 - Q1	TBD	[REDACTED]
SSP 22	Fixed	Contract Extension Option 1 - Year 2 - Q2	TBD	[REDACTED]
SSP 23	Fixed	Contract Extension Option 1 - Year 2 - Q3	TBD	[REDACTED]
SSP 24	Fixed	Contract Extension Option 1 - Year 2 - Q4	TBD	[REDACTED]
SSP 25	Fixed	Contract Extension Option 1 - Year 3 - Q1	TBD	[REDACTED]
SSP 26	Fixed	Contract Extension Option 1 - Year 3 - Q2	TBD	[REDACTED]
SSP 27	Fixed	Contract Extension Option 1 - Year 3 - Q3	TBD	[REDACTED]
SSP 28	Fixed	Contract Extension Option 1 - Year 3 - Q4	TBD	[REDACTED]
		Contract Extension Option 10		[REDACTED]
SSP 29	Fixed	Contract Extension Option 2 - Year 1 - Q1	TBD	[REDACTED]
SSP 30	Fixed	Contract Extension Option 2 - Year 1 - Q2	TBD	[REDACTED]
SSP 31	Fixed	Contract Extension Option 2 - Year 1 - Q3	TBD	[REDACTED]

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SSP 32	Fixed	Contract Extension Option 2 - Year 1 - Q4	TBD	[REDACTED]
SSP 33	Fixed	Contract Extension Option 2 - Year 2 - Q1	TBD	[REDACTED]
SSP 34	Fixed	Contract Extension Option 2 - Year 2 - Q2	TBD	[REDACTED]
SSP 35	Fixed	Contract Extension Option 2 - Year 2 - Q3	TBD	[REDACTED]
SSP 36	Fixed	Contract Extension Option 2 - Year 2 - Q4	TBD	[REDACTED]
SSP 37	Fixed	Contract Extension Option 2 - Year 3 - Q1	TBD	[REDACTED]
SSP 38	Fixed	Contract Extension Option 2 - Year 3 - Q2	TBD	[REDACTED]
SSP 39	Fixed	Contract Extension Option 2 - Year 3 - Q3	TBD	[REDACTED]
SSP 40	Fixed	Contract Extension Option 2 - Year 3 - Q4	TBD	[REDACTED]

Table 4 – LABOUR RATES

Rates - v2 ROCO	Contract				Contract Extension Option			Contract Extension Option		
	Year 1 Cost Per Hour (FIRM PRICE)	Year 2 Cost Per Hour (FIRM Price)	Year 3 Cost Per Hour (FIRM Price)	Year 4 Cost Per Hour (FIRM Price)	Year 5 Cost Per Hour (FIXED Price)	Year 6 Cost Per Hour (FIXED Price)	Year 7 Cost Per Hour (FIXED Price)	Year 8 Cost Per Hour (FIXED Price)	Year 9 Cost Per Hour (FIXED Price)	Year 10 Cost Per Hour (FIXED Price)
Engineering	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Project Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Technical Publications / Design Office	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Production	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Table 5 – T&S RATES

Travel & Subsistence Rates - v2 ROCO	Contract				Option		Option		Option	
	Year 1 Rates	Year 2 Rates	Year 3 Rates	Year 4 Rates	Year 5 Rates	Year 6 Rates	Year 7 Rates	Year 8 Rates	Year 9 Rates	Year 10 Rates
Excluding 20% profit	Firm	Firm	Firm	Firm	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
Type of Rate	Firm	Firm	Firm	Firm	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
Day Rate	[REDACTED]									
Overnight Rate	[REDACTED]									
Motor Mileage (Cost per mile)	[REDACTED]									
Profit Rate %	[REDACTED]									



Ministry
of Defence

Large Boat Aerial Delivery

Contract Schedule 6

(Task Authorisation Form)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Task Authorisation Form
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1.	To:		From:	Defence Equipment Support DES C17CSAE Walnut 2b #1027 MOD Abbey Wood Bristol BS34 8JH		
2.	Contract No:		Task No:	[insert]	Project:	LBAD
3.	Title of Task :					
4.	Task Description:					
5.	The Classification of this requirement is: [insert]					
6.	Name: (Authority Demander)		Signed.....			
7.	Date:					

PART 1 - REQUEST FOR QUOTATION (to be completed by the Authority)

PART 2 – QUOTATION (to be completed by the Contractor)

1.	To:	Defence Equipment Support DES C17CSAE Walnut 2b #1027 MOD Abbey Wood Bristol BS34 8JH	From:	
2.	<p>Firm Price Quotation</p> <p>A Firm quotation is provided in respect of Task Number..... and has been attached separately.</p> <p>The Firm price offered is Ex VAT</p> <p>[Insert Task Breakdown:</p> <p>Direct labour hours by cost centre and Authority financial year;</p> <p>Price of any required materials and sub-contractor costs, including any spares. The Contractor should provide an itemised list of all material and Subcontracts;</p> <p>The applicable hourly cost recovery labour rate detailed with Schedule 5 of the Contract;</p> <p>Travel and Subsistence costs (which shall be broken down by airfare, hotel and subsistence costs and vehicle rental & fuel costs, and any other relevant type transportation costs, using where applicable, the Travel and Subsistence rates as identified in Schedule 5 of the Contract.)</p> <p>The Start date for this Task is.....</p> <p>The completion date for this Task shall be no later than (based on start date) </p> <p>The firm price offer is valid until</p>			

3.	Name: (Authorised on behalf of the Contractor)	Signed..... ...
4.	Date:	

PART 3 - AUTHORISATION TO PROCEED (to be completed by the Authority)

1.	To:		From:	Defence Equipment Support DES C17CSAE Walnut 2b #1027 MOD Abbey Wood Bristol BS34 8JH
2.	<p>a) The Quotation has been rejected for the following reasons</p> <ul style="list-style-type: none"> - A revised quotation is required. YES/NO - There is no longer a requirement for this task. No further action is to be taken. YES/NO <p>b) Authorisation to proceed</p> <p>You are hereby requested to proceed with the requirement outlined within Taskat the firm price of.....</p> <p>A Contract Amendment is required: YES/NO</p>			

3.	Authority Demander:	Signed.....
	Name:	Date:
	Name:	
	Name:	

PART 4 - COMPLETION OF THE TASK

Part 4 A (to be completed by the Contractor)

1.	To:	Defence Equipment Support DES C17CSAE Walnut 2b #1027 MOD Abbey Wood Bristol BS34 8JH	From:	
2.	Task has been completed on			
3.	Signed on behalf of the Contractor to confirm the Task has been completed.		Signed..... ...	
	Name:			

Part 4 B (to be completed by the Authority)

I certify that Taskhas been completed and has been authorised for payment.

4.	Authority Demander: Signed on behalf of the Authority to confirm the Task has been completed.	Signed..... ...
	Name:	



Ministry
of Defence

Large Boat Aerial Delivery

Contract Schedule 7

(Contract Deliverable(s) Documents)

DOCUMENT CONFIGURATION CONTROL**Document Information**

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1.0	26/09/2023	Initial Document	N/A	Andrew Morris
0.3	03/02/2025	Official Descriptor Changed	NA	Lee McMahon
1.0	19/03/2025	Initial Contact Document		Lee McMahon

1. CONTRACTOR DELIVERABLE DOCUMENTATION

- 1.1. The Contractor shall deliver against all its Contractor Deliverables as specified in the Statement of Requirements Schedule 2 (Statement of Requirement).
- 1.2. The Contractor Deliverable Documentation is as detailed below in Table 1 and such documentation shall be compliant with the detailed criteria set out in the applicable Data Item Description (DID) as detailed within Annex 1 to this Schedule 7.
- 1.3. In accordance with Schedule 2 (Statement of Requirement), the Authority may reject Contractor Deliverable Documentation that does not comply with the individual document requirements as identified in each DID below and/or the acceptance criteria detailed in Schedule 12 (Acceptance) of this Contract. In these instances, the Contractor shall rectify and resubmit the relevant document until Authority acceptance is achieved.
- 1.4. Required delivery dates and acceptance / rejection criteria for all Contract Deliverable Documents are set out within this Schedule 7 & iaw Schedule 12 Acceptance.
- 1.5. In the event of any conflict, inconsistency or discrepancy between the below table and this Contract, the terms of the Contract shall take precedence.

Table 1 – Contractor Deliverable Documentation

CDD Number	Contractor Deliverable Document Title	DID No.	Delivery Date	Acceptance / Rejection
CDD 1	Contractor Delivery Plan (CDP)	DID 1	In accordance with Statement of Requirement Section 3.1	In accordance with Statement of Requirement Section 3.1
CDD 2	Contract Master Schedule (CMS)	DID 2	In accordance with Statement of Requirement Section 3.2	In accordance with Statement of Requirement Section 3.2
CDD 3	Configuration Management Plan (CMP)	DID 3	In accordance with Statement of Requirement Section 3.3	In accordance with Statement of Requirement Section 3.3
CDD 4	Obsolescence Management Plan (OMP)	DID 4	In accordance with Statement of Requirement Section 3.4	In accordance with Statement of Requirement Section 3.4
CDD 5	Engineering Management Plan (EMP)	DID 5	In accordance with Statement of Requirement Section 3.5	In accordance with Statement of Requirement Section 3.5
CDD 6	Safety Management Plan (SMP)	DID 6	In accordance with Statement of Requirement Section 3.6	In accordance with Statement of Requirement Section 3.6
CDD 7	Hazard Log Report (HLR)	DID 7	In accordance with Statement of Requirement Section 3.7	In accordance with Statement of Requirement Section 3.7
CDD 8	Programmable Elements Safety Summary (PESS) Report	DID 8	In accordance with Statement of Requirement Section 3.8	In accordance with Statement of Requirement Section 3.8
CDD 9	Environmental Document Pack (EDP)	DID 9	In accordance with Statement of Requirement Section 3.9	In accordance with Statement of Requirement Section 3.9

CDD Number	Contractor Deliverable Document Title	DID No.	Delivery Date	Acceptance / Rejection
CDD 10	Human Factors Integration Plan (HFIP) (Including HFI Plan Annexes)	DID 10	In accordance with Statement of Requirement Section 3.10	In accordance with Statement of Requirement Section 3.10
CDD 11	Availability, Reliability and Maintainability Plan (ARMP)	DID 11	In accordance with Statement of Requirement Section 3.11	In accordance with Statement of Requirement Section 3.11
CDD 12	Test Reports and Results	DID 12	In accordance with Statement of Requirement Section 3.12	In accordance with Statement of Requirement Section 3.12
CDD 13	Service and Support Management Plan (SSMP)	DID 13	In accordance with Statement of Requirement Section 3.13	In accordance with Statement of Requirement Section 3.13
CDD 14	Disposal Plan (DP)	DID 14	In accordance with Statement of Requirement Section 3.14	In accordance with Statement of Requirement Section 3.14
CDD 15	Certificates Of Design (CoD)	DID 15	In accordance with Statement of Requirement Section 3.15	In accordance with Statement of Requirement Section 3.15
CDD 16	Equipment Safety Assessment	DID 16	In accordance with Statement of Requirement Section 3.16	In accordance with Statement of Requirement Section 3.16
CDD 17	Legislation & Standards Register	DID 17	In accordance with Statement of Requirement Section 3.17	In accordance with Statement of Requirement Section 3.17
CDD 18	Quality Plan (QP)	DID 18	In accordance with Statement of Requirement Section 3.18	In accordance with Statement of Requirement Section 3.18
CDD 19	Social Value Plan (SVP)	DID 19	In accordance with Statement of Requirement Section 3.20	In accordance with Statement of Requirement Section 3.20

LBAD

Schedule 7

706048451

CDD Number	Contractor Deliverable Document Title	DID No.	Delivery Date	Acceptance / Rejection
CDD 20	Technical Publications Management Plan (TPMP)	DID 20	In accordance with Statement of Requirement Section 3.21	In accordance with Statement of Requirement Section 3.21
CDD 21	Exit Management Plan (EMP)	DID 21	In accordance with Statement of Requirement 3.19	In accordance with Statement of Requirement Section 3.19

Annex 1 – Data Item Descriptions (DID)

1. Table 2 below provides a list of the Data Item Descriptions (DID) applicable to the Contractor Deliverables and which are detailed within the DID tables provided below:

DID No.	DID Title
1	Contractor Delivery Plan (CDP)
2	Contract Master Schedule (CMS)
3	Configuration Management Plan (CMP)
4	Obsolescence Management Plan (OMP)
5	Engineering Management Plan (EMP)
6	Safety Management Plan (SMP)
7	Hazard Log Report (HLR)
8	Programmable Elements Safety Summary (PESS) Report
9	Environmental Document Pack (EDP)
10	Human Factors Integration Plan (HFIP) (Including HFI Plan Annexes)
11	Availability, Reliability and Maintainability Plan (ARMP)
12	Test Reports and Results
13	Service and Support Management Plan (SSMP)
14	Disposal Plan (DP)
15	Certificates Of Design (CoD)
16	Equipment Safety Assessment
17	Legislation & Standards Register
18	Quality Plan (QP)
19	Social Value Plan (SVP)
20	Technical Publications Management Plan (TPMP)
21	Exit Management Plan (EMP)

Table 2 - Data Item Descriptions (DID) List

DATA ITEM DESCRIPTION 1	
Title	Contractor Delivery Plan

BACKGROUND INFORMATION

The Contractor shall provide a Contractor Delivery Plan (CDP) at Tender response submission that defines the management approach and activities they will undertake to ensure the provision of all Contractor Deliverables in accordance with Schedule 2, Statement of Requirements (SOR) to meet the performance requirements in the LBAD System Requirements Document (SRD).

The Authority requires delivery of Contractor Deliverables: Spares Package 1, Tranche 1 (including tech publications), Support and Test Equipment 1 and Airdrop Payload Covers 1, as soon as possible post Contract award to enable Flight Trial 1 and the CDP must describe how the Contractor will achieve this, including risks and opportunities identified.

The Authority would like to understand how the Contractor will fulfil the requirement for the manufacture and delivery of Tranche 2, Spares Package 2, Support and Test Equipment 2 and Airdrop Payload Covers 2.

The Authority requires details of the further optional Tranches (3, 4 and 5), Schedule 2 SOR (Item Numbers 1.9, 1.10 and 1.11) and the CDP must describe how the Contractor will achieve this, including manufacture and delivery lead times.

The Authority requires manufacture and delivery lead times for any other options in the SOR.

DELIVERABLE DOCUMENT

A CDP is to be in MS Office format, tailored for the LBAD requirements, describing all LBAD Contractor Deliverables.

DOCUMENT REQUIREMENTS

The Contractor shall provide a CDP containing the following information:

- Contract Management Plan;
- Tranche 1 and related Equipment (including a description of the manufacture and delivery lead times)
 - A detailed breakdown (Illustrated Parts Catalogue) of Tranche 1;
 - A detailed breakdown (including quantities) of its proposed Spares Package 1;
 - A duly completed DEFFORM 82a in accordance with DEFCON 82;
 - A detailed breakdown of Air Drop Payload Cover 1
 - A detailed breakdown of required Support and Test Equipment 1 (including quantities)
 - The Contractor is to identify the quantities, purpose and function, of all Support and Test Equipment needed for the maintenance and operation of the LBAD System

- A description of how the Contractor will deliver Tranche 1 and associated Contractor Deliverables to RAF Brize Norton. If the Contractor intends to phase the delivery it shall detail the phases, their delivery dates and the equipment included in each phase;
- Tranche 2 and related Equipment (including a description of the manufacture and delivery lead times)
 - A detailed breakdown (Illustrated Parts Catalogue) of Tranche 2;
 - A detailed breakdown (including quantities) of its proposed Spares Package 2;
 - A duly completed DEFFORM 82a in accordance with DEFCON 82;
 - A detailed breakdown of Air Drop Payload Covers 2
 - A detailed breakdown of required Support and Test Equipment 2
 - The Contractor is to identify the quantities, purpose and function, of all Support and Test Equipment needed for the maintenance and operation of the LBAD System in support of Tranche 2 (SOR item 1.6) Deliverables.
 - A description of how the Contractor will deliver Tranche 2 and associated Contractor Deliverables to RAF Brize Norton/Depot (as applicable). If the Contractor intends to phase the delivery it shall detail the phases, their delivery dates and the equipment included in each phase;
- Optional Tranches 3, 4 and 5
 - A detailed breakdown (Illustrated Parts Catalogue) of Tranches 3, 4 and 5
 - A description of how the Contractor will deliver Tranches 3, 4 and 5 Contractor Deliverables to the Authority's nominated Depot
 - A description of the lead times for manufacture and delivery of the Tranches 3, 4 and 5
- A duly completed Spares Price List in accordance with Schedule 11 of the Contract, to include Firm Prices for the Contractor's recommended full range of Spares as detailed within the DEFFORM 82a submission.
- The CDP shall outline the Contractor's proposed approach to achieving effective communications with the Authority to ensure positive engagement and buy-in throughout the delivery of the contract.
- The CDP shall list the Contractor's associated Assumptions and Dependencies.
- The CDP shall define the Contractor's confidence level of their ability and resource provision to deliver to their quoted timescales
- The CDP shall include **a Risk Register, including Opportunities, associated with the Contractor's provision of all Contractor Deliverables.**
 - **Each risk/opportunity shall have a title, description, owner, probability, impact and associated mitigations.**

PROGRESS REPORTS

- A Delivery Plan report shall be provided every 2 months as part of the Contract Delivery Report. Details of which are contained in the SOR.
- Updated Risk Register shall be provided every 2 months as part of the Contract Delivery Report. Details of which are contained in the SOR.

DATA ITEM DESCRIPTION 2	
Title	Contract Master Schedule

BACKGROUND INFORMATION

The Contract Master Schedule (CMS) shall be provided as part of the Tender response and subsequently maintained by the Contractor up to delivery of Tranche 5 as listed in the SOR at Section 1 line item 1.11.

The CMS shall describe contracted activities, milestones and decision points to enable all deliverables of the contract to be achieved. The CMS shall enable up to date schedule status through a comparison of the current schedule status and approved baseline schedule.

The activities and milestones in the CMS shall reflect the narrative descriptions which the Contractor has provided in its Contractor Delivery Plan.

The CMS will be used by the Authority and Contractor to monitor and control the delivery of all equipment contract.

DELIVERABLE DOCUMENT

- A CMS for the LBAD project, in Microsoft Project (or Primavera 6) format, that accurately reflects the Contractor Delivery Plan and covers provision of all Contractor Deliverables.
- A Schedule Risk Analysis conducted against the CMS.

DOCUMENT REQUIREMENTS

- The CMS shall be capable of comparing planned and current forecast data displayed as a Gantt chart:
 - A listing of all tasks, together with planned (baseline and current progress including forecast) and actual start and finish dates;
 - A listing of project milestones (to include all contract milestones) together with original, rescheduled, forecast and actual completion dates;

All activity durations within the schedule shall be in days unless otherwise agreed by the Authority;

- All resource units within the schedule shall be in hours and costs shall be in Great British Pounds Sterling unless otherwise agreed by the Authority.
- The CMS shall identify the following aspects of the Contractor Delivery Plan:
 - Activities and associated durations;
 - Forecast for all LBAD Contractor Deliverables, including Contract Options;
 - Milestones, including Contract Milestones, Milestone Payments and significant project events;
 - The relationships and dependencies of activities and associated milestones that are to be completed within the scope of this contract;
 - Earliest and latest start and finish dates for all activities and associated milestones;
 - Critical Path, list of activities on the critical path and those that are near the critical path from start through to completion of the contract;

- Subcontracting schedules to include all sub-contract activities and outputs at the appropriate level of detail, reflecting complexity and risk;
- Any Authority dependencies (e.g. all Design Acceptance Reviews);
- All non-working time such as holidays and known disruptions;
- An accompanying narrative to explain details in the CMS.

PROGRESS REPORTS

- A CMS schedule update shall be provided every two (2) months as part of the Contract Delivery Report. Details of which are contained in the SOR.

DATA ITEM DESCRIPTION 3	
Title	Configuration Management Plan

BACKGROUND INFORMATION

The Configuration Management Plan (CMP) shall be supplied at Tender response submission, that identifies the Contractor's approach and description of how Configuration Management of the LBAD System will be conducted through the duration of the Contract. An updated version of the CMP shall be issued every twelve (12) months from the date of Contract award.

The Authority requires the Contractor to manage, monitor and report on the LBAD System configuration throughout the duration of the contract. These requirements are set out in the Schedule 2, of the Statement of Requirement (SOR).

DELIVERABLE DOCUMENT

- The CMP for the LBAD Contract is to be delivered in Microsoft Word/Excel format.

DOCUMENT REQUIREMENTS

- The Contractor shall deliver a CMP that will clearly define the Configuration Management activities for the contract in accordance with MOD DEFSTAN 05-57 Issue 6.
- The CMP shall include a description of the how the Contractor will manage the following information for the duration of the Contract:
 - Configuration Management Requirements & Responsibility
 - Configuration Identification & Documentation
 - Configuration Change Management, to include initiation, identification and documentation
 - Configuration Accounting
 - Configuration Audit
 - Configuration Reporting
 - Technical documentation validation plan

DATA ITEM DESCRIPTION 4	
Title	Obsolescence Management Plan

BACKGROUND INFORMATION

The Authority requires the Contractor to produce an Obsolescence Management Plan (OMP) at Tender response submission, that identifies how it will be managed through the duration of the LBAD Contract. It is to be updated annually by the Contractor throughout the life of the Contract.

The Authority requires the Contractor to monitor, manage and report on obsolescence risk throughout the duration of the contract. These requirements are set out within Schedule 2 (Statement of Requirement).

DELIVERABLE DOCUMENT

- The OMP for the LBAD Contract is to be delivered in Microsoft Word/Excel format.

DOCUMENT REQUIREMENTS

- The OMP shall describe how the Contractor will approach and manage the risk of LBAD obsolescence for the duration of the Contract against the following headings:
 - Introduction (Including overall perceived obsolescence risk of the Contract);
 - Purpose and scope;
 - Obsolescence Management;
 - Historic obsolescence rates for the proposed LBAD solution;
 - Obsolescence strategy;
 - Known Obsolescence risks;
 - Forecast of obsolescence risk across the Bill of Material at component level;

DATA ITEM DESCRIPTION 5	
Title	Engineering Management Plan (EMP)

BACKGROUND INFORMATION

A robust and realistic Engineering Management Plan (EMP) shall be provided at Tender response submission and subsequently maintained and up-issued annually by the Contractor for the duration of the Contract.

The EMP shall detail the Contractor's systems engineering processes and procedures it shall use to deliver its obligations under contract, for all phases of the Contract.

The agreed EMP will be used by the Authority and the Contractor to monitor and understand all engineering information required to deliver the Contract.

DELIVERABLE DOCUMENT

- An EMP for the LBAD requirement, as defined below. To be delivered using MS Office and/or pdf formats.

DOCUMENT REQUIREMENTS

The EMP shall include but is not limited to the following:

- An introductory section which describes:
 - The scope of the document.
 - Relationship with other plans.
 - Document Status.
- A list of referenced documents and specifications.
- A system architecture description for the LBAD System, including:
 - An architectural description which identifies the main systems, sub-systems and components and how they are connected and interact. This shall include:
 - Descriptions of their function.
 - System Architectural design drivers.
- Organisational Structure, including:
 - Engineering Team Construct.
 - Working Groups for Engineering and design.
- Systems Engineering and Design Principles, including:
 - Processes for elicited sub-system requirements.
- Integration of Transverse Engineering disciplines, including:
 - Human Factors.
 - Safety.
 - Security.
 - ARM&T.
 - Environmental.

- Design for Supportability.
- The approach to maximise the use of Open Standards;
- Engineering tools used and the function these tools will perform. To include development, manufacture, integration and support activities;
- Management of Systems of Systems Integration including a description of the approach to be employed to manage and agree system integration whilst working with other suppliers and shall address both the technical solution and relationships.
- Technology Management to include:
 - The approach for capturing, agreeing and monitoring project and technical assumptions.
 - The proposed approach for the assessment and management of Technology, Design, Integration and System maturity.
 - Reuse of existing products and technologies and the impact on in service support.

DATA ITEM DESCRIPTION 6	
Title	Safety Management Plan

BACKGROUND INFORMATION

The Contractor is required to deliver Safety documents in accordance with Defence Standard (DEF STAN) 00-056 – Safety Management Requirements for Defence Systems.

This information will be used by the Authority and the Contractor to maintain compliance with the DEF STAN requirements for the duration of the Contract.

DELIVERABLE DOCUMENT

- A Safety Management Plan for the LBAD System, in accordance with the guidance laid down in the DID at Appendix 7 to Annex C in Part 2 of DEF STAN 00-056.
- Where Programmable Elements (PE)¹ are present in the main deliverable LBAD System or associated test systems; the Safety Management Plan shall also meet the requirements of a PE Safety Management Plan, in accordance with the guidance laid down in the DID at Annex H in Part 1 of DEF STAN 00-055.

DOCUMENT REQUIREMENTS

- The Contractor shall define and implement a coherent approach to management of all safety-relevant activities, throughout the life of the Contract and document their approach in a Safety Management Plan.
- The Safety Management Plan shall be reviewed, as a minimum, once per annum and on major project events or changes to the System (e.g., any Design Acceptance Review, or equipment modification) and be provided to the Authority as a Contract document.

¹ DEF STAN 00-056 defines PE as, “PSS that is implemented in software or programmable hardware, which includes any device that can be customised, e.g. ASICs [Application Specific Integrated Circuits], PLDs [Programmable Logic Devices] and FPGAs [Field Programmable Gate Arrays]”.

DATA ITEM DESCRIPTION 7	
Title	Hazard Log Report

BACKGROUND INFORMATION

The Contractor is required at Tender response submission to deliver Safety documents including Hazard Log Reports in accordance with Defence Standard (DEF STAN) 00-056 – Safety Management Requirements for Defence Systems.

This information will be used by the Authority and the Contractor to maintain compliance with the DEF STAN requirements for the duration of the Contract.

DELIVERABLE DOCUMENT AND FORMAT

- A Hazard Log Report for the LBAD System, in accordance with the guidance laid down in the DID at Appendix 6 to Annex C in Part 2 of DEF STAN 00-056.

DOCUMENT REQUIREMENTS

- A Hazard Log Report is a snapshot of the Hazard Log status on a given date. The System's Hazard Log is a continuously evolving record (database or document) which should be maintained with the LBAD System throughout its lifecycle.
- Hazard Log Reports must be capable of showing the linkages between Hazards, Accidents and Controls, i.e. which hazards could lead to which potential Accidents, possibly with many-to-many relationships, and which controls relate to which hazards and accidents. They must also differentiate between controls which are already in place and those which are being considered or planned.
- Hazard Log Reports will be produced for the purpose of review (e.g. by the Safety Committee, the ISA or Stakeholders) to communicate current or changed status of the Hazard Log, as detailed in the Safety Management Plan.

DATA ITEM DESCRIPTION 8	
Title	Programmable Elements Safety Summary Report

BACKGROUND INFORMATION

The Contractor is required to deliver at Tender response submission, an Programmable Elements Safety documents in accordance with Defence Standard (DEF STAN) 00-055 – Requirements for Safety of Programmable Elements (PE) in Defence Systems.

This information will be used by the Authority and the successful Contractor to maintain compliance with the DEF STAN requirements for the duration of the Contract.

DELIVERABLE DOCUMENT AND FORMAT

Where PE² are present in the main deliverable system or associated test systems; a PE Safety Summary (PESS) Report for the LBAD System, in accordance with the guidance laid down in the DID at Annex G in Part 1 of DEF STAN 00-055.

DOCUMENT REQUIREMENTS

- The PESS should summarise safety performance of PE. It should not be as extensive as the safety justification and analysis of the system Safety Assessment Report (SAR) but include elements that may not be in the SAR. This should include all the inherent / intrinsic risks that are part of the PE design but mitigated. These mitigations may be current limitation of use, valid assumptions in the environment and dependencies always available in the current PE in-service use.
- The PESS safety justification is a summary and should be succinct and not extensive but must highlight / summarise all the safety properties identified in the information set, particularly those not in the system SAR. The PESS should highlight any potential safety issues and how they are controlled.

² DEF STAN 00-056 defines PE as, “PSS that is implemented in software or programmable hardware, which includes any device that can be customised, e.g. ASICs [Application Specific Integrated Circuits], PLDs [Programmable Logic Devices] and FPGAs [Field Programmable Gate Arrays]”.

DATA ITEM DESCRIPTION 9	
Title	Environmental Document Pack

BACKGROUND INFORMATION

The Contractor is required at Tender response submission to deliver Environmental documents as referenced within the appropriate Defence Standard (DEF STAN 00-051).

The Environmental Document Pack shall contain the Contractor's documents as stipulated in the appropriate Annex of DEF STAN 00-051.

This information will be used by the Authority and the Contractor to maintain compliance with the DEF STAN 00-051 requirements for the duration of the contract.

DELIVERABLE DOCUMENT

- An Environmental Document Pack for the LBAD requirement, as defined below.

DOCUMENT REQUIREMENTS

- The Contractor shall deliver all documents as defined by Data Item Descriptions (DIDs) that are referenced in Annex B of Chapter 2 of DEF STAN 00-051. This includes delivery of:
 - Environmental Management Plan, including Hazardous Material management.
 - Register of Environmental Standards.
 - Environmental Impact Screening and Scoping Report.
 - Environmental Impact Management Report.
 - Environmental Case Report.
 - Carbon Reduction Plan (PPN 06/21) Relevant to this procurement.

DATA ITEM DESCRIPTION 10	
Title	Human Factors Integration Plan

BACKGROUND INFORMATION

The Authority considers the human element within any system as crucial and mandates that all risks and management of Human Factors is documented and managed throughout the lifecycle of a project. The Contractor is required to deliver a Human Factors Integration (HFI) Plan as referenced within the appropriate Defence Standard (DEF STAN).

This information will be used by the Authority and the Contractor to maintain HFI compliance with the DEF STAN requirements for the duration of the Contract.

The aim of the LBAD HFIP is to provide both the Contractor and the Authority with assurance that the design of the solution will address all appropriate aspects of Human Factors, to enable the users to use the system safely and effectively, under all operating conditions.

The LBAD HFIP shall define the Contractor's approach to integrating all aspects of Human Factors into the LBAD System lifecycle. The Contractor's HFIP shall describe their approach to managing HFI, across the following HFI Process Stages: HFI 4.0 'Detailed System Design', HFI 5.0 'Test and Acceptance' and HFI 6.0 'In-Service Feedback'.

Upon Contract Award, the HFIP and its contents may form a subsection of a larger document such as the Engineering Management Plan or Integrated Support Plan, if agreed with the Authority's LBAD HFI Focus (HFIF).

DELIVERABLE DOCUMENTS

- A Human Factors Integration Plan for the LBAD requirement, which should also include the annex HFI related artefacts, as defined below.

DOCUMENT REQUIREMENTS

- The Contractor shall produce the LBAD HFIP in accordance with the HFI process outlined in Def Standard 00-251, and the guidance provided in the HFI Management System (HuFIMS) on the Knowledge in Defence (KiD) website. Process Leaflets, Process Product Descriptions, Terms of Reference and Technical Guides available on HuFIMS shall be utilised.
- The LBAD HFIP shall, as a minimum include:
 - A summary of the Contract.
 - The objectives, scope, purpose and structure of the HFIP.
 - Full details of the milestones, outputs and deliverables.
 - An outline of how HFI will support other project activities and disciplines, for example Safety, ILS, Reliability and Maintainability (R&M), and Training.

- Details of any critical HFI Risks/Issues and planned mitigations.
- A description of how the Contractor HFI RAIDO Register will be managed through the programme lifecycle and input to the Authority HFI RAIDO Register.
- Details regarding compliance with the Human Factors System Requirements (HFSRs).
- Details regarding compliance with the Human Factors Process Requirement (HFPRs).
- An organisation chart identifying the individuals who will be responsible for HFI and their roles and responsibilities (including sub-contractors).
- Full details (*curriculum vitae*) of the HFI Suitably Qualified and Experienced Persons (SQEP) who will work on the project, including identifying who will be responsible for project management and for liaising with the Authority (i.e., the 'HFI Manager'(HFIM)).
- Details of how any sub-contractor HFI activities will be defined and managed, including details of how, if necessary, Human Factors System Requirements (HFSRs) will be flowed down to sub-contractors.
- Contain the following annexes:
 - Contractor's HFI RAIDO Register. - To provide a means for recording, tracking and addressing the HFI RAIDOs (also collectively known as HFI Considerations), through the course of the project. This should contain a clear delineation of both HFI design related risks and HFI programme related risks. There should be a focus on mission-critical and safety-critical risks.
 - HFI Case Report - To provide an evidence-based argument summarising all HFI activity and evidence produced by the Contractor during the development of the LBAD Capability and that HFI has been effectively implemented in the design of the LBAD capability.
 - HFI Log – To provide summary details of HF-led or HF-supported events including, but not limited to, meetings, workshops, trials, walkthroughs, mock-up assessments and Subject Matter Expert (SME) engagements.
 - HFI Detailed Test Report – To detail the purpose, methods, results, conclusions and any recommendations from any HFI test and evaluation activities/analyses that have been conducted.
- Following Contract Award, the LBAD HFIP shall further include:
 - A summary of the contracted SOR.
 - A schedule of the HFI management activities, provided as an annex. Utilisation of a schedule as an annex can be expected to facilitate updates to the HFIP. This shall align with the programme master schedule and other associated plans.
 - Details of any critical HFI Risks/Issues and planned mitigations.
 - Details of plans for managing Off The Shelf (OTS) Solution related issues acceptance.
 - An outline of how Human Factors has been and will continue to be integrated into the wider project via relevant stakeholders across disciplines to ensure the integration of HFI.
 - A description of the inter-relationships with other contract documents.

- An HFI Register of all planned Human Factors-led and Human Factors-supported meetings.
- A description of how HFI management decisions will be made through the course of the contract.
- Detail the Contractor’s methods for monitoring and controlling progress against the plan.
- Detail how progress shall be reported to the Authority.

Applicable Standards, Governance & Relevant Documentation:

- Joint Service Publication 912 ‘Human Factors Integration for Defence Systems’
- Defence Standard 00-251 ‘Human Factors Integration for Defence Systems’.
- HFI Plan: Solution Provider Process Product Description (Available in HuFIMS)³.
- HFI Case Report Process Product Description (Available in HuFIMS)¹.
- HFI RAIDO Register Product Description (Available in HuFIMS)¹.
- HFI Detailed Test Report Process Product Description (Available in HuFIMS)¹.

DATA ITEM DESCRIPTION 11	
Title	Availability, Reliability and Maintainability (ARM) Plan

BACKGROUND INFORMATION

Availability, reliability and maintainability (AR&M) are vital performance characteristics that impact upon the operational availability and the effectiveness and the whole life costs of defence material. It is fundamental that from the start of the contract, the AR&M information is continuously analysed, and progressively reviewed by the Authority and the Contractor. Unrealistic, unnecessary or unclear AR&M information will lead to non-essential and wasteful expenditure in resources, time and effort; and may result in failure to meet the needs of the Authority.

This information will be used by the Authority and the successful Contractor to maintain AR&M compliance with the DEF STAN requirements for the duration of the Contract.

DELIVERABLE DOCUMENT

- An Availability, Reliability and Maintainability Plan, tailored for the LBAD requirement, as defined below.
- R&M Case Reports.

DOCUMENT REQUIREMENTS

- The Contractor shall deliver an Availability, Reliability and Maintainability Plan that shall include, but is not limited to, the following information:

³ <http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/hfi/index.htm>

- Introduction:
 - Purpose and Scope
 - AR&M Requirement Summary
 - AR&M Organisation & Interfaces
- R&M Case Reports, in accordance with DEF STAN 00-040, to include:
 - Data selection, data storage & data flow.
 - Methodologies, Tools & Techniques.
 - The procedure for implementing the requirements of a Failure Modes, Effects and Criticality Analysis (FMECA).
 - A description of the procedure for implementing the requirements of Reliability-Centred Maintenance (RCM).
 - A description of the procedure for implementing the requirements of a Level of Repair Analysis (LORA).

DATA ITEM DESCRIPTION 12	
Title	Test Reports and Results

BACKGROUND INFORMATION

Provision of Test Reports and Results at Tender response submission, to provide the Authority with confidence within the performance and capabilities of a system, the processes and procedures to develop the equipment and the ability to meet requirements.

DELIVERABLE DOCUMENT

- All Test Reports and Results meeting the minimum level of information defined below.

DOCUMENT REQUIREMENTS

- The Contractor shall provide any Test Reports which detail the outcome of a conducted test.
- As a minimum, test reports shall include:
 - Summary of test purpose and requirements under test
 - References to applicable test plans, schedules, procedures and scenarios
 - Summary of Test Equipment and Test Environment including serial numbers and any software versions
 - Summary of Results
 - Detailed Results
 - Analysis
 - List of Conclusions
 - List of issues identified
 - List of recommendations to investigate outstanding issues, including:
 - Issue owner
 - Agreed action
 - Timescales for completion
 - List of Waivers
- It is accepted that some reports may be issued by other Agencies and may have 'restrictions' until on Contract. In this case these Test Reports must be referenced in this document, to allow the Authority to negotiate with source.

DATA ITEM DESCRIPTION 13	
Title	Service and Support Management Plan

BACKGROUND INFORMATION

The Service and Support Management Plan (SSMP) submitted at Tender response submission, shall identify the Contractor's approach to the delivery of the Authority's Support Management requirements. It is to be updated annually by the Contractor throughout the life of the Contract.

DELIVERABLE DOCUMENT

- An SSMP in MS Office format covering all the Document Requirements set out below.

DOCUMENT REQUIREMENTS

- The SSMP shall include a description of how the Contractor will provide and manage the following:
 - Spares modelling – a description of how the Contractor has modelled Spares Package 1 (20 descents) and Spares Package 2 (60 descents) Contract Deliverables (DEFCON 82).
 - A description of the Contractors Supply Chain.
 - A list of which LBAD equipment has (and has not been) codified with a NATO Stock Number (NSN). If equipment hasn't been codified a description of the Contractor's plan to achieve codification should be included (DEFCON 117)
 - NSN codification – a description of how the Contractor will ensure that all equipment procured under the contract, including Spares, is NATO codified. How the Contractor will rectify any situation where duplicate NSNs for identical items are found. How the Contractor will inform the Authority of any changes to items that may affect their codification.
 - Packaging – how the Contractor will ensure that all equipment is packed, labelled, barcoded prior to delivery (DEFCON 129, DEFSTAN 81-41)
 - Transportation – how the Contractor will safely transport LBAD spares and equipment to and from the Authority (STANAG 2828 and 42-80)
 - Spares Re-provision – how the contractor will ensure sufficient spares remain available to support the Authority requirement of 40 LBAD descents per annum.
 - **A description of how the Contractor intends to set up, implement and operate the following services:**
 - Fault Investigation;
 - Technical Query;
 - Maintenance and Repair;
 - Quality Occurrence Report investigations;
 - How the Contractor would manage repair and overhaul of LBAD equipment
 - A description of any risks associated with the delivery of support to the LBAD spares and equipment including the services.

DATA ITEM DESCRIPTION 14	
Title	Disposal Plan

BACKGROUND INFORMATION

The Disposal Plan (DP) Submitted at Tender response submission, shall identify the Contractor's approach and description of how Disposal will be conducted to meet the programme requirements. It is to be updated by the contractor throughout the life of the contract, subject to Authority acceptance.

Disposal Planning will address the requirements for ensuring that all parts of the LBAD capability can be safely and economically disposed of at the end of system life. Where a particular design feature requires a special disposal method the Contractor must justify this. The Contractor must ensure that details of all hazardous material used in the production of the LBAD system should be documented and that this document is maintained through the equipment's service life.

DELIVERABLE DOCUMENT

- The DP for the LBAD Contract is to be delivered in Microsoft Word/Excel format, tailored to the requirement, covering all phases.

DOCUMENT REQUIREMENTS

- The Contractor shall produce a DP in accordance with Defence Logistics Framework (DLF). The Defence Equipment Sales Authority (DESA) is the lead for the disposal of all Authority assets. DLF Inventory Management provides Authority guidance and policy for Disposal Planning. Disposal Planning will address the requirements for ensuring that all Contractor Deliverables can be economically disposed of at the end of system life.
- Where a particular design feature requires a special disposal method the Contractor must justify this. The Contractor must ensure that details of all hazardous material used in the production of the system are documented and that this document is maintained throughout the project lifecycle.
- The Contractor is to identify how they could support the disposal process including, but not limited to:
 - Provision of advice on sale / destruction.
 - Support for disposal to other markets.
 - Providing general information for supporting transfer of equipment.
- The Contractor's response as part of the DP will help to determine the best method for disposal at the end of the equipment's life.
- The DP shall include, but is not limited to, the following information:
 - Introduction
 - Disposal requirements
 - Hazardous equipment/substances
 - Security caveated or Sensitive equipment

DATA ITEM DESCRIPTION 15	
Title	Certificate of Design

BACKGROUND INFORMATION

Certificates of Design are required at tender submission to support any Authority recommendations toward safety, compliance and configuration of any equipment.

The Certificate of Design will be used by the Authority and the Contractor to monitor and understand Configuration Management of all LBAD equipment.

DELIVERABLE DOCUMENT

- A Certificate of Design for all LBAD equipment in accordance with MAA RA 5103.

DOCUMENT REQUIREMENTS

- Signed Certificate of Design complete with all supporting reference documents, written in accordance with MAA RA 5103.
- Certificate of Design will include issue number.

DATA ITEM DESCRIPTION 16	
Title	Equipment Safety Assessment

BACKGROUND INFORMATION

Military Air Systems, in this case Airborne Equipment (AE), are complex and often have unique and emerging capabilities that present complicated developmental challenges; moreover, the operation of AE could present a foreseeable and credible Risk to Life (RtL). A simple risk assessment will not be sufficient to assess the potential impact of these RtL, whereas the use of a Design Organisation (DO) Safety Assessment Report (SAR) case provides the ability to develop the Airborne Equipment Safety Assessment Report (AE SAR) to understand the cumulative and/or interrelated risks from the use of the LBAD System.

DELIVERABLE DOCUMENT

A DO Equipment Safety Assessment for the LBAD system

DOCUMENT REQUIREMENTS

- The Contractor shall undertake and deliver a DO Safety Assessment Report (SAR) at Tender response submission, for the complete LBAD System. The assessment shall follow the Acceptable Means of Compliance (1) as stated within MAA RA 1205 and regard the complete system as an 'Air System' for applicability of the RA.
- A complete LBAD Equipment Safety Assessment demonstrating required certification of the safety of the capability and equipment.

DATA ITEM DESCRIPTION 17	
Title	Legislation / Standards Register

BACKGROUND INFORMATION

The Authority is required to maintain a record of all applicable legislation and standards applied to its equipment provided by a Contractor.

DELIVERABLE DOCUMENT

- A legislation/standards register which must contain, but is not limited to, the following essential information below:

DOCUMENT REQUIREMENTS

- Document to be submitted at Tender response submission.
- Executive Summary:
 - The executive summary should enable the Duty Holder⁴ to provide assurance to the stakeholders that they are content that all applicable and relevant legislation and standards have been captured and are up to date.
 - Any applicable legislation currently being assessed is to be identified in the executive summary with an indication of the expected impact.
- Introduction:
 - A brief description of the system, providing the means to associate the legislation with the system.
 - A summary of how legislation and standards are recorded in the legislation/standards register, identifying roles and responsibilities for managing the register.
 - A summary of the process for capturing, reviewing and managing of legislation and standards.
- Register - The register is to contain all applicable and relevant legislation/standards which:
 - Extends to the UK. (including Defence Standards).
 - Is made in the UK and extends outside its boundaries. (including STANAGS).
 - Has been used by the Project to support a non-compliance against relevant legislation or mandatory defence standard.
 - Has been used by the Project because there are no alternative directly relevant legislation or defence standard.
- Against each item recorded in the legislation register, the following information must be recorded:
 - Title.

⁴ Military Aviation Authority (MAA), Regulatory Articles (RA 1020) defines the Roles & Responsibilities of the "Duty Holder"

- Reference, including version and date.
- Brief summary.
- Category:
 - Mandatory - Legislation or standards that are mandated for the system/programme;
 - Optional - Legislation or standards that may not be directly applicable to the system but are being used as an alternative to justify an exemption to a non-compliance.
 - Guidance – Legislation or standards that are being used as guidance as there is no alternative or relevant legislation or standard.
 - Status (Future, Current, Obsolete).
- Against each item recorded in the legislation register, where possible the following information should be recorded:
 - Reference to source of legislation or standard, i.e. from where the documentation was acquired.
 - Anticipated review / update date.
 - Owner (organisation) of legislation or standard.
 - Reference of previous version (if applicable), and brief summary of changes since previous issue.
- New / Revised Legislation and Standards
 - Where new or revised legislation or standards are identified, the contractor is responsible for undertaking an assessment of the documentation prior to inclusion in the register, taking into consideration and recording:
 - Date of implementation.
 - Scope of the legislation or standard, against the system and operational role.
 - Context of changes, noting that some changes are mandatory to resolve urgent safety/operational issues.
 - Impact Assessment:
 - Review of legislation / standard to determine the differences;
 - Impact assessment of identified changes against the current system/programme;

DATA ITEM DESCRIPTION 18	
Title	Quality Plan

BACKGROUND INFORMATION

JSP 940 directs the MOD Policy for Government Quality Assurance and directs that the Authority only places contracts with Suppliers who can demonstrate that they have a Quality Management System appropriate for the products or services being acquired. In order to assure this requirement is met, the contract will be subject to the requirements of AQAP 2310 Edition B Version 2 Dated January 2022. Part of the AQAP 2310 requirement is the provision of a Quality Plan generated to meet the requirements of AQAP 2105.

DELIVERABLE DOCUMENT

- A Quality Plan that meets the requirements of the latest version of AQAP 2105.
- The draft Quality Plan (QP) shall be delivered for Authority review with the tender, a full QP shall be provided for Authority review and acceptance within three (3) months of Contract award.

DOCUMENT REQUIREMENTS

- The Contractor shall submit at Tender response submission, an acceptable QP that addresses the contractual requirements.
- The QP shall:
 - Describe and document the quality management system requirements, making reference, where applicable, to the "company-wide" quality management system;
 - Describe and document the planning of the product realisation in terms of quality requirements for the product, needed resources, required control activities (verification, validation, monitoring, inspection, testing), and acceptance criteria. This shall include specific arrangements and communication requirements where work is to be conducted at locations external to the Contractor's premises.
 - Document and maintain traceability of requirements from the planning process by including a requirement and solution compliance matrix, justifying Contractor's belief of fulfilment of all contractual requirements (making reference where applicable).
- The QP shall be reviewed periodically by the supplier, or when any significant changes are made to the Contract, as a minimum at each development and production phase. The QP is to be amended/reissued when contractual or supplier related changes occur. Revisions to the QP shall be submitted to the Authority in accordance with the Contractors defined change control procedure and shall be submitted without any unnecessary delay. The Contractor's procedure for the amendment and review of the QP shall be included in the QP.
- The Contractor shall ensure that any changes related to the QP are controlled, with the identity, approval status, version and date of issue and details of these changes are clearly identified in the QP.

NOTE:

- **Contractual requirement for the content of the Quality Plan is established in AQAP 2105 “NATO requirements for Deliverable Quality Plans.”**
- Review of a draft plan during tender assessment will provide the Authority with an indication of how the tenderer's quality system will deal with perceived risks. The draft quality plan will be viewed as ‘information only’ for the provision of assurance for the management of quality by a supplier.
- Requirement and solution compliance matrix can be a part of the QP or a separate document as an annex to it.

DATA ITEM DESCRIPTION 19	
Title	Social Value Plan

BACKGROUND INFORMATION

The Contractor is required to conduct social value as part of the Government Commercial Function's Social Value Model (SVM).

Overview:

Social Value (SV) has a lasting impact on individuals, communities, and the environment. Government has a huge opportunity and responsibility to maximise benefits effectively and comprehensively through its commercial activity. It cannot afford not to. A missed opportunity to deliver social value may lead to costs that the taxpayer has to absorb elsewhere through public procurement.

A competitive and diverse supply landscape can help to deliver innovation in public services, manage risk and provide greater value for taxpayers' money.

As a result, the SVM has been created, which details 5 Themes, 8 Policy Outcomes and 24 Model Award Criteria (MACs). The use of the SVM is mandatory in all central government procurements using Public Contracting Regulations (PCR) 2015 and Defence and Security Public Contracting Regulations (DSPCR) 2011 above financial threshold and exempt procurements.

For this LBAD Contract the following defence theme has been selected as most relevant:

Theme		Policy Outcome	MAC Reference	MAC Title
3	Fighting climate change	Deliver additional environmental benefits in the performance of this contract including working towards net zero greenhouse gas emissions.	4.1	Additional environmental benefits

Alongside the Standard Reporting Metrics (SRM), SV Value Key Performance Indicators (KPIs) will be used within this Contract. It is therefore important that measurable commitments, which can be delivered in the context of the LBAD Contract, are included in the Tenderer's response.

Further Social Value Guidance can be found:

- [Social Value Model \(SVM\), Government Commercial Function, Edition 1.1 – 3 Dec 20](#)
- [Guide to Using the Social Value Model, Government Commercial Function, Edition 1.1 – 3 Dec 20](#)
- [Social Value Model Quick Reference Table, Government Commercial Function, Edition 1.1 – 3 Dec 20](#)

Aim

The aim of the following SVM MACs is to understand the Tenderer's Social Value Commitment that this procurement programme will provide within the geographical location(s) that it will be delivered from.

In your written response (at Tender response submission, you should provide convincing arguments, including suitable evidence, of **What** your understanding of SV is, in relation to this procurement, and **How** you will instil confidence in the Authority in your ability to deliver against the SV requirements for this LBAD procurement.

A list of some of the key response documents that the Authority would expect you to provide are provided below. Within the overall word limit you should supplement your written submission with other documents you consider will build confidence in your ability to maximise SV Commitments.

You should provide:

- Your 'Method Statement,' stating how your commitment meets the SV Model Award Criteria (MAC) and how you will achieve this;
- a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to:
 - timed action plan
 - use of metrics
 - tools/processes used to gather data
 - reporting
 - feedback and improvement
 - transparency
- how you will influence your: staff, supply chains, third party suppliers, customers, and communities through the delivery of the contract to support the Policy Outcome, e.g., engagement, co-design/creation, training, and education, partnering/collaborating, volunteering.

Alongside commitments against the SRMs, the Tenderer's method statement will form the basis of KPI's and jointly managed throughout the life of the Contract.

The Tenderer's response will set out the additional SV benefits that they will deliver against the Policy Outcomes for this procurement. It is not sufficient to only reference/use to their Corporate Social Responsibility (CSR) and or Environmental, Social and Governance (ESG) documents.

DELIVERABLE DOCUMENT

- A SV plan tailored to deliver the SV theme in accordance to the guidance above and in the table below.
- A maximum of 5,000 words.

DOCUMENT REQUIREMENTS

- SV Plan
 - Method Statement explain how the Contract will deliver the social value theme
 - A timed project plan and process
 - Methods of influencing stakeholders
- Contractor's proposed reporting metrics

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- These will form the basis of the SV KPI metrics
- Contractor's current performance against the SV theme
- Result/Outcome from implementing SV through delivery of this Contract

Theme		Policy Outcome		MAC	4.1	Title: Deliver additional environmental benefits in the performance of the Contract including working towards net zero greenhouse gas emissions.	
3	Fighting Climate Change	Effective stewardship of the environment					
		Model Evaluation Question (MEQ)		Using a maximum of 5,000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria (MAC). Please include: <ul style="list-style-type: none"> • your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and • a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be limited to: <ul style="list-style-type: none"> ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency 			
		Sub-Criteria for MAC:		Additional environmental benefits			
		Model Response Guidance:		Activities that demonstrate and describe the tenderer's existing or planned: <ul style="list-style-type: none"> • Understanding of additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. 			
		Illustrative examples:		<ul style="list-style-type: none"> • Conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract. • Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net zero greenhouse gas emissions. • Delivery of additional environmental benefits through the performance of the contract, including working towards net zero greenhouse gas emissions. Illustrative examples: <ul style="list-style-type: none"> ○ Enhancing the natural environment such as habitat creation, increasing biodiversity such as increased numbers of pollinators. ○ Green space creation in and around buildings in towns and cities, e.g. green walls, utilising roof tops for plants and pollinators. ○ Improving air quality. 			
Standard Reporting Metrics		<ul style="list-style-type: none"> • Number of people-hours spent protecting and improving the environment under the Contract, by UK region. • Number of green spaces created under the Contract, by UK region. • Annual: <ul style="list-style-type: none"> ○ Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes carbon dioxide equivalents (MTCDE). ○ Reduction in water use arising from the performance of the contract, measured in litres. ○ Reduction in waste to landfill arising from the performance of the Contract, measured in metric tonnes. 					

DATA ITEM DESCRIPTION 20	
Title	Technical Publications Management Plan

BACKGROUND INFORMATION

The Technical Publications Management Plan (TPMP) identifies the Contractor's approach and description of how the Technical Publications will be managed through the duration of the LBAD Contract. It is to be reviewed annually, and updated if required, by the Contractor throughout the duration of the Contractor.

DELIVERABLE DOCUMENT

The TPMP for the LBAD Contract is to be delivered in Microsoft Word/Excel format.

DOCUMENT REQUIREMENTS

The TPMP submitted at Tender response submission, shall describe how the Contractor will approach and manage the issue and subsequent updates of the Technical Publications against the following Requirements:

- The Contractor shall be responsible for the preparation, supply and routine update of all Air Publications (APs) and Illustrated Parts Catalogues (IPC), as a minimum listed in Table 1 below. Where requested by the Authority, the Contractor shall also prepare and supply both new AP editions and amendments to support the complete LBAD System. Information provided within these APs will be used to develop Authority publications (i.e. Aircrew Pubs and ATOM) in conjunction with Flight Trial results.
- The initial issue of all Technical Publications is to be completed within three (3) months of Contract Award. APs shall be subject to Authority review prior to submission of final version, for acceptance by the Authority.
- The Air Publications Delivery Schedule shall be reported to the Authority as part of the Contract Tasking Report.
- Unless otherwise directed by the Authority, the Contractor shall comply with the Air Engineering Toolkit – Process 11 and DEFSTAN 00-601 part 4.
- All APs shall be published electronically, by the Authority, on Technical Documents Online (TDOL) rather than controlled in hard copy.
- Where directed by the Authority, the Contractor may also be required to submit draft publications to third parties.
- The Contractor shall review and reissue each AP listed in Table 1 every six (6) months for the first 2 years of the Contract and then annually thereafter.
- The Contractor shall use the Unsatisfactory Feature Report (UFR) process, using a MOD F765, to accompany the amendment of any AP. UFRs must be progressed in line with mandatory timescales assigned to the UFR, defined by the Authority on a case by case basis. As per the following timescales:

Routine – where the suggested change has no direct airworthiness or safety implications and can be issued at future Contractor periodic updates and will be completed within one year.

Rapid – where the suggested change is considered to have airworthiness implications and must be completed within three (3) months with using Contractor periodic updates or other means.

Immediate – where the suggested change is considered to have serious airworthiness implications, it must be promulgated to all users within 24 hours and completed within twenty-eight (28) calendar days.

- The Contractor shall maintain an Air Publications Delivery Schedule for each AP. This shall include but is not limited to:
 - The Serial Number
 - Publication Title
 - Last Update Date
 - Last Review Date
 - Next Scheduled Review Date
- As far as practicable, the Contractor shall stagger the delivery of AP updates across the six-monthly update period to ensure there is a 'steady state' and not a surge in AP review activity.
- As part of the Air Publications Delivery Schedule, the Contractor shall report a log of each F765 raised against each AP for the duration of the Contract. (Contract Tasking Report – details in Section 5 of Schedule 2 (SOR)). The log shall include:
 - Date received from the Authority
 - AP against which the F765 was raised against
 - Forecasted completion date
 - Actual completion date
 - Status (Open/Closed)
- The Contractor shall ensure that the Authority has the right to copy, amend, extend and circulate any AP or part thereof for any United Kingdom Government purpose. The Authority shall not carry out any AP amendments or changes as described above without notifying the Contractor, who shall share responsibility for configuration management of the APs.

Table 1: List of Air Publications (Applicable at a System level and equally for sub-component level (e.g Platform, Parachutes, Ancillaries))

Serial No. (all Topics)	Publication Title
101P-00xx	General and Technical Information (Topic 1 – Maintenance Manuals)
101P-00xx	General Orders and Modifications (Topic 2)
101P-00xx	Illustrated Parts Catalogue (Topic 3)
101P-00xx	Basic Maintenance Schedule (Topic 5)
101P-00xx	System component life data (Topic 5A1) – to be added to existing documentation
101P-00xx	Repair and Reconditioning Procedures (Topic 6)
101P-00xx	Preservation, Packaging, Transportation and Storage Procedures (Topic 7)
101P-00xx	General Orders and Special Instructions (Topic 2R1) – to be added to existing documentation
108C-xxxx	Component Maintenance Manual (required for all ancillary equipment)

DATA ITEM DESCRIPTION 21	
Title	Exit Management Plan

BACKGROUND INFORMATION

The *Contractor* shall comply with its obligations relating to Exit (including, without limitation, for the provision of an Exit Management Plan. A first draft of the Exit Management Plan shall be submitted by the Contractor at Tender submission and version one three (3) months post Contract award and updated annually thereafter. In addition, the *Contractor* shall prepare and deliver to the *Authority* an Exit Management Plan which:

- Sets out the *Contractor's* proposed methodology for achieving an orderly transition of the *services* from the *Contractor* to the *Authority* and/or a Replacement Contractor on the expiry or termination of this Contract; and
- Is otherwise reasonably satisfactory to the *Authority*.

DELIVERABLE DOCUMENT

A Exit Management Plan for the LBAD contract is to be delivered in Microsoft Word

DOCUMENT REQUIREMENTS

- The Exit Management Plan, shall include, as a minimum, the following:
 - how the Exit Information is obtained and provided to the *Authority*;
 - The assets which will be required to continue the provision of the *services* for the life of the LBAD System;
 - How continuity of supply of spares will be maintained through the life of the LBAD System;
 - Management structure to be employed during the Transfer Period;
 - A detailed description of both the transfer and cessation processes, including a timetable;
 - How the *services* will transfer to the Replacement Contractor and/or the *Authority*, including details of the processes, documentation, data transfer (including data format), systems migration, security and details of all hardware and software required to provide the *services*;
 - Provisions for the transfer to the *Authority* and/or any Replacement Contractor of all knowledge reasonably required for the provision of the *services* which may, as appropriate, include information, records and documents;
 - A timetable and critical issues for transferring the *services*;
 - Procedures to deal with requests made by the *Authority* and/or a Replacement Contractor for information relevant to the *services*;

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- The scope of the Core Transfer Services that may be required for the benefit of the *Authority* and/or a Replacement Contractor;
- How the Transfer Services would be provided (if required) during the Transfer Period; and
- How each of the issues set out in this DID will be addressed to facilitate the transition of the *services* from the *Contractor* to the Replacement Contractor and/or the *Authority* with the aim of ensuring that there is no disruption to or degradation of the *services* during the Transfer Period.



A400M Large Boat Aerial Delivery (LBAD)

REGULATORY COMPLIANCE MATRIX March-25

08_20250319-706048451_LBAD Schedule 8_Regulatory Article C

[REDACTED]

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Compliance Matrix-v01.0_OSC



Ministry
of Defence



Large Boat Aerial Delivery

Contract Schedule 9 (Performance Management)

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0.3	03/02/2025	Official Descriptor updated	NA	Lee McMahon
0.4	19/03/2025	Initial Contract Document		Lee McMahon

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1. INTRODUCTION

This Schedule sets out the Key Performance Indicators (KPIs) which shall be used to measure the Contractor's performance against Schedule of Requirements Items 3 to 4.4

The Contractor shall publish its assessment of their performance as part of the Contract Tasking Report as detailed within Schedule 2 (Statement of Requirement) of the Contract.

The rights and remedies of the Authority contained and referred to in this Schedule 9 (Performance Management) are in addition to and shall not limit or otherwise adversely effect any of the Authority's other rights and remedies under the Contract.

The assessment of performance against each KPI is considered in isolation and the impacts of failing to meet the relevant KPI criteria are detailed below.

2. Key Performance Indicator Criteria

2.1. The Key Performance Indicators for the Contract are as defined at Table 1 (Key Performance Indicators Overview) below and in the KPI Forms provided within this Schedule 9:

KPI Number	KPI Title	KPI Reporting Frequency	KPI Retention Regime
KPI 1	Delivery of services referred to in KPI Form 1 (forming part of the Contractor Deliverables)	Quarterly (three monthly periods)	5% Temporary Payment Withhold or 5% Permanent Payment Retention in any quarterly reporting period in accordance with the provisions of this Schedule 9 (Performance Management) .
KPI 2	Social Value	Quarterly (three monthly periods)	N/A

Table 1: Key Performance Indicators Overview

2.2. The assessment of the Contractor's performance shall be categorised using the three (3) Performance Levels detailed in clause Para 3.1 of this Schedule 9.

2.3. The reporting period for each KPI shall be as per the Reporting Frequency set out in column 3 of Table 1. (Key Performance Indicators Overview) above, for the relevant KPI.

- 2.4. The Performance Levels shall be specific to each KPI and are as defined within KPI Form 1 and KPI Form 2 as set out within this Schedule 9.
- 2.5. The Performance Levels for KPI 1 and KPI 2 are set as:
 - 2.5.1 A (Green);
 - 2.5.2 B (Amber); and
 - 2.5.3 C (Red)
- 2.6. The calculation of the relevant Performance Levels as a follows:
 - 2.6.1. For KPI 1, the Performance Level calculation is set out within KPI Form 1 below; and
 - 2.6.2. For KPI 2, the Performance Level calculation is set out within KPI Form 2 below.

3. KPI 1 - DELIVERY OF SERVICES UNDER SCHEDULE OF REQUIREMENTS ITEMS 3, 4 and 5

KEY PERFORMANCE INDICATOR (KPI) FORM 1	
KPI Title	Delivery of Services which are monitored for the purposes of this Schedule 9 (Performance Management) and which are subject to Temporary Payment Withholds and Permanent Payment Retentions
Measured Services for KPI 1	<p>KPI 1 measures the extent to which the Contractor has delivered against the following service requirements forming part of the Contractor Deliverables:</p> <ul style="list-style-type: none"> a) Fault Investigations <ul style="list-style-type: none"> a. <i>The Authority requires the Contractor to respond and complete all Fault Investigations raised by the Authority, fulfilling the relevant Acceptance Criteria, set out or referred to, in Section 4 of Schedule 2 (Statement of Requirement and, in each case ,within the relevant time periods set out in Section 4 of Schedule 2 (Statement of Requirement).</i> b) Technical Queries <ul style="list-style-type: none"> a. <i>The Authority requires the Contractor to respond and complete all Technical Queries raised by the Authority, fulfilling the relevant Acceptance Criteria, set out or referred to, in Section 4 of Schedule 2 (Statement of Requirement) and, in each case, within the relevant time periods set out in Section 4 of Schedule 2 (Statement of Requirement).</i> c) Delivery of Contract Tasking Report <ul style="list-style-type: none"> a. <i>The Authority requires the Contractor to deliver all Contract Tasking Reports, fulfilling the relevant Acceptance Criteria set out, or referred to, in Sections 4 and 5 of Schedule 2 (Statement of Requirement) and, in each case, within the relevant time periods set out in Sections 4 and 5 of of Schedule 2 (Statement of Requirement).</i> d) Delivery of Supporting Documentation <ul style="list-style-type: none"> a. <i>The Authority requires the Contractor to deliver all Supporting Documentation in each case, fulfilling the relevant Acceptance Criteria (including, any relevant DIDs) set out or referred to in Section 3 of</i>

	<i>Schedule 2 (Statement of Requirement) and, in each case, within the relevant time periods set out in Section 4.1 of Schedule 2 (Statement of Requirement).</i>
Reporting Frequency	Quarterly
Calculating the Performance Level	<p>The Contractor shall provide the Services detailed in this KPI Form 1. The frequency, demands, delivery times and other requirements for these Services are more particularly set out or referred to in Schedule 2 (Statement of Requirement). This KPI 1 will be measured by identifying the aggregate number of:</p> <ul style="list-style-type: none"> • responses to the Fault Investigations and Technical Queries that were due to be received from the Contractor in the relevant quarterly reporting period; and • Contract Tasking Reports and Supporting Documentation that were due to be received from the Contractor in the relevant quarterly reporting period; and then <p>The relevant Achieved Performance Level, shall be calculated using the following formula:</p> <p>Achieved Performance Level (AP) = A/B x 100% where:</p> <p>B= is the aggregate number of responses to the Fault Investigations and Technical Queries that were due to be delivered by the Contractor in the relevant quarterly reporting period; plus the aggregate of those Contract Tasking Reports and Supporting Documentation that were due to be delivered by the Contractor in the relevant quarterly reporting period;</p> <p>A = is the aggregate number of responses to the Fault Investigations and Technical Queries that were delivered by the Contractor in the relevant quarterly reporting period; plus the aggregate of those Contract Tasking Reports and Supporting Documentation that were delivered by the Contractor in the relevant quarterly reporting period, and in all cases, which were delivered on or before the required timescale for delivery and, in all cases, which were Accepted by the Authority within that relevant quarterly reporting period</p> <p>For the avoidance of doubt, the Contractor’s performance in response times and in full to the Authority in relation to all of the Services referred to in the second row of this KPI Form 1, will be calculated as a combined total for assessing the relevant Achieved Performance Level in each quarterly reporting period.</p>
Start of Quarterly Reporting Period (and first quarterly reporting period)	First calendar day of each quarterly reporting period (other than the first quarterly reporting period following commencement of the Contract, which shall commence on the first calendar day of the Contract Period and which shall continue for the remainder of that month and for the following two whole months).
End of Quarterly Reporting Period (and last quarterly reporting period)	Last calendar day of each quarterly reporting period (other than the last quarterly reporting period, which shall commence on the first calendar day following the end of the previous quarterly reporting period and shall continue until the last day of the Contract Period).
Measuring frequency	Quarterly (subject to the provisions of the previous two rows of this KPI Form 1).
Payment Withholds/Retentions	<p>In the event the Achieved Performance Level in any quarterly reporting period results in:</p> <p>an Amber (Requires Improvement):</p> <p>a Temporary Payment Withhold (TPW) of 5% of the Quarterly Payment for Services will be made to the relevant or any subsequent Quarterly Payment.</p>

	a Red (Inadequate): Permanent Payment Retention (PPR) of 5% of the Quarterly Payment for Services will be made to the relevant or any subsequent Quarterly Payment (See this KPI Form 1 below and Table 2 (Performance Level Outcomes KPI 1) below).
Performance Level	Performance Bandings – Identifying the Achieved Performance Level
A (Green) – Good	The Achieved Performance Level for the relevant quarterly reporting period will be A Green (Good) where the percentage, calculated in accordance with row 4 above, is greater than or equal to 90% (see Table 2 (Performance Level Outcomes KPI 1) below) .
B (Amber) – Requires improvement	The Achieved Performance Level for the relevant quarterly reporting period will be B Amber (Requires Improvement), where the percentage, calculated in accordance with row 4 above, is greater than or equal to 70% but is less than 90%.(see Table 2 (Performance Level Outcomes KPI 1) below)
C (Red) - Inadequate	The Achieved Performance Level for the relevant quarterly reporting period will be C Red (Inadequate), where the percentage, calculated in accordance with row 4 above, is less than 70% (see Table 2 (Performance Level Outcomes KPI 1) below).

3.1. Table 2 below sets out the range of possible performance level outcomes for each quarterly reporting period [Reporting Period] or task defined within the KPI 1.

KPI Performance Level	Performance Level Outcome
A - Green	No payment withholds
B - Amber	Temporary Payment Withhold (which may become a Permanent Payment Retention in the event subsequent performance is B (Amber) or C (Red) in subsequent months – See Table 3 (Payment Retention Example KPI 1))
C - Red	Permanent Payment Retention

Table 2: Performance Level Outcomes KPI 1

- 3.2. If the Contractor achieves Performance Level A (Green) for KPI 1, then the Authority shall classify the Contractor as achieving ‘Good’ performance and the Contractor may claim full payment for relevant quarterly reporting period.
- 3.3. If the Contractor achieves Performance Level B (Amber) for KPI 1, then the Authority shall classify the Contractor as performance ‘Requires Improvement’. In the event the Contractor receives a performance classification of Level B (Amber) then the Authority enforce a Temporary Payment Withhold for the relevant quarterly reporting period. The Temporary Payment Withhold will be reviewed during the subsequent quarterly reporting period, and such Temporary Payment Withhold will become a Permanent Payment Retention (if, in the next quarterly reporting period, the Contractor achieves a Performance Level of B Amber (Requires Improvement) or a Performance Level C (Inadequate)), or, the Contractor may claim full payment for such Temporary Payment Withhold (in the event that the Contractor achieves a Performance Level of A Green (Good) in the next quarterly reporting period)..

- 3.4. In the event the Contractor receives a Performance Level of C Red (Inadequate) then the Authority make a Permanent Payment Retention for that quarterly reporting period.
- 3.5. Table 3 (Payment Retention Example KPI 1) below, provides examples of how the KPI 1 regime will operate where different Performance Levels are achieved in any consecutive quarters.

KPI Performance Level For KPI 1 during Quarter 2	KPI Performance Level KPI 1 during Quarter 3	Continuous Performance Assessment Outcomes
Green	Green	The Contractor may claim payment in full for the Quarterly Payments due for Quarter 2 and Quarter 3.
Amber	Green	The Contractor may claim the previously Temporary Payment Withhold for Quarter 2, together with the full Quarterly Payment due for Quarter 3.
Amber	Amber	The Authority shall permanently retain the Temporary Payment Withhold for Quarter 2 and the Authority shall make a Temporary Payment Withhold for Quarter 3.
Amber	Red	The Authority shall permanently retain the Temporary Payment Withhold for Quarter 2 and make a Permanent Payment Retentions for Quarter 3.
Red	Red	The Authority shall make Permanent Payment Retentions for Quarter 2 and Quarter 3.
Red	Amber	The Authority shall make Permanent Payment Retentions for Quarter 2 and the Authority shall make a Temporary Payment Withhold for Quarter 3.
Red	Green	The Authority shall make a Permanent Payment Retention for Quarter 2 and the Contractor may claim payment in full for the Quarterly Payment due for Quarter 3.

Table 3: Payment Retention Example KPI 1

4. KPI 2 SOCIAL VALUE

Key Performance Indicator (KPI) Form 2	
KPI Title	Social Value
Measures	KPI 2 measures the extent to which the Contractor is delivering on the environmental commitments it made in its response to DID 19 in accordance with Statement of Requirements Section 3.2.
Reporting Frequency	Quarterly
Achieved Performance formula	[To be populated within 3 months post Contract Award]
Start	Environmental update provided by the Contractor to the Authority as part of its Contract Tasking Report on the last working Friday of that quarter.
Stop	Authority acceptance of the environmental update in the quarterly Contract Tasking Report Meeting.
Measuring Period	Quarterly
Payment Retention	Not applicable
Performance Level	Performance Target
A (Green) – Good	[To be populated within 3 months post Contract Award]
B (Amber) – Requires Improvement	[To be populated within 3 months post Contract Award]
C (Red) – Inadequate	[To be populated within 3 months post Contract Award]



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Contract Schedule 10 (Assumptions)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Assumptions
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1.0	26/09/2023	Initial Document	N/A	James McDonald
0.3	06/02/2025	Tables added & Official Descriptor amended	Various	Lee McMahon
0.4	26/02/2025	Updated iaw ROCO Added CA74 and CA75		
1.0	10/03/2025	Initial Contract Document		Lee McMahon

Authority Assumptions

1. Table 1 below details the assumptions that apply to the Contract.

Table 1a – Authority Assumptions

Assumption Number	Assumption
1	Flight Trial Programme
1.1	It is assumed Flight Trial 1 (FT1) will aim to commence no later than four (4) weeks after all Tranche 1 equipment is delivered by the Contractor (as per the dates set out in its Delivery Plan).
1.2	The Contractor can assume that Flight Trial 1 (FT1) will comprise fifteen (15) aerial drops and have a duration of seven (7) weeks.
1.3	The Contractor can assume that Flight Trial 2 (FT2) will comprise thirty (30) aerial drops and have a duration of 11 weeks.
2	Transportation and Delivery
2.1	For costing purposes, the Authority depot is in Bicester, Oxfordshire. To aid the contractor in calculating their delivery costs, Contractors are to assume the Authority depot address for delivery of equipment is in Bicester, Oxfordshire.
3.0	Schedule 3 – System Requirements Document (SRD)
3.1	The LBAD system will be air droppable from A400M with no modifications to the A/C
3.2	The LBAD system will be trialled during the Assessment Phase
3.3	ATEC will be responsible for leading all T&E activity
3.4	Authority will not fund any Industry prototype development
3.5	Industry will loan complete systems for trials free of charge to the Authority
3.6	Contractor will be responsible as a single DO/CDO for the 'whole' design, provision of CofD/F100A with limits that consistently meet the URD safely.

Authority Exclusions

2. Table 2 - **Not used**

Authorly Dependencies

3. Table 3 - **Not Used**

Contractor Assumptions

4. Table 4A below details the technical assumptions that apply to the Contract.

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
*TA1	[REDACTED]	[REDACTED]	[REDACTED]
TA2	[REDACTED]	[REDACTED]	[REDACTED]
TA3	[REDACTED]	[REDACTED]	[REDACTED]
TA4	[REDACTED]	[REDACTED]	[REDACTED]
TA5	[REDACTED]	[REDACTED]	[REDACTED]
TA6	[REDACTED]	[REDACTED]	[REDACTED]
TA7	[REDACTED]	[REDACTED]	[REDACTED]
TA8	[REDACTED]	[REDACTED]	[REDACTED]
TA9	[REDACTED]	[REDACTED]	[REDACTED]
TA10	[REDACTED]	[REDACTED]	[REDACTED]
TA11	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
TA12	[REDACTED]	[REDACTED]	[REDACTED]
TA13	[REDACTED]	[REDACTED]	[REDACTED]
TA14	[REDACTED]	[REDACTED]	[REDACTED]
TA15	[REDACTED]	[REDACTED]	[REDACTED]
TA16	[REDACTED]	[REDACTED]	[REDACTED]
TA17	[REDACTED]	[REDACTED]	[REDACTED]
TA18	[REDACTED]	[REDACTED]	[REDACTED]
TA19	[REDACTED]	[REDACTED]	[REDACTED]
TA20	[REDACTED]	[REDACTED]	[REDACTED]
TA21	[REDACTED]	[REDACTED]	[REDACTED]
TA22	[REDACTED]	[REDACTED]	[REDACTED]
TA23	[REDACTED]	[REDACTED]	[REDACTED]
TA24	[REDACTED]	[REDACTED]	[REDACTED]
TA25	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
TA26	[REDACTED]	[REDACTED]	[REDACTED]
TA27	[REDACTED]	[REDACTED]	[REDACTED]
TA28	[REDACTED]	[REDACTED]	[REDACTED]

Table 4B below details the commercial assumptions that apply to the Contract.

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
*CA1	[REDACTED]	[REDACTED]	[REDACTED]
CA2	[REDACTED]	[REDACTED]	[REDACTED]
CA3	[REDACTED]	[REDACTED]	[REDACTED]
CA4	[REDACTED]	[REDACTED]	[REDACTED]
CA5	[REDACTED]	[REDACTED]	[REDACTED]
CA6	[REDACTED]	[REDACTED]	[REDACTED]
CA7	[REDACTED]	[REDACTED]	[REDACTED]
CA8	[REDACTED]	[REDACTED]	[REDACTED]
CA9			Not Used
CA10	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA11	[REDACTED]	[REDACTED]	[REDACTED]
CA12	[REDACTED]	[REDACTED]	[REDACTED]
CA13	[REDACTED]	[REDACTED]	[REDACTED]
CA14	[REDACTED]	[REDACTED]	[REDACTED]
CA15	[REDACTED]	[REDACTED]	[REDACTED]
CA16	[REDACTED]	[REDACTED]	[REDACTED]
CA17	[REDACTED]	[REDACTED]	[REDACTED]
CA18	[REDACTED]	[REDACTED]	[REDACTED]
CA19	[REDACTED]	[REDACTED]	[REDACTED]
CA20	[REDACTED]	[REDACTED]	[REDACTED]
CA21	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA22	[REDACTED]	[REDACTED]	[REDACTED]
CA23	[REDACTED]	[REDACTED]	[REDACTED]
CA24	[REDACTED]	[REDACTED]	[REDACTED]
CA25	[REDACTED]	[REDACTED]	[REDACTED]
CA26	[REDACTED]	[REDACTED]	[REDACTED]
CA27	[REDACTED]	[REDACTED]	[REDACTED]
CA28	[REDACTED]	[REDACTED]	[REDACTED]
CA29	[REDACTED]	[REDACTED]	[REDACTED]
CA30	[REDACTED]	[REDACTED]	[REDACTED]
CA31	[REDACTED]	[REDACTED]	[REDACTED]
CA32	[REDACTED]	[REDACTED]	[REDACTED]

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Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA33	[REDACTED]	[REDACTED]	[REDACTED]
CA34	[REDACTED]	[REDACTED]	[REDACTED]
CA35	[REDACTED]	[REDACTED]	[REDACTED]
CA36	[REDACTED]	[REDACTED]	[REDACTED]
CA37	[REDACTED]	[REDACTED]	[REDACTED]
CA38	[REDACTED]	[REDACTED]	[REDACTED]
CA39	[REDACTED]	[REDACTED]	[REDACTED]
CA40	[REDACTED]	[REDACTED]	[REDACTED]
CA41	[REDACTED]	[REDACTED]	[REDACTED]
CA42	[REDACTED]	[REDACTED]	[REDACTED]
CA43	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA44	[REDACTED]	[REDACTED]	[REDACTED]
CA45	[REDACTED]	[REDACTED]	[REDACTED]
CA46	[REDACTED]	[REDACTED]	[REDACTED]
CA47	[REDACTED]	[REDACTED]	[REDACTED]
CA48	[REDACTED]	[REDACTED]	[REDACTED]
CA49	[REDACTED]	[REDACTED]	[REDACTED]
CA50	[REDACTED]	[REDACTED]	[REDACTED]
CA51	[REDACTED]	[REDACTED]	[REDACTED]
CA52	[REDACTED]	[REDACTED]	[REDACTED]
CA53	[REDACTED]	[REDACTED]	[REDACTED]
CA54	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA55	[REDACTED]	[REDACTED]	[REDACTED]
CA56	[REDACTED]	[REDACTED]	[REDACTED]
CA57	[REDACTED]	[REDACTED]	[REDACTED]
CA58	[REDACTED]	[REDACTED]	[REDACTED]
CA59	[REDACTED]	[REDACTED]	[REDACTED]
CA60	[REDACTED]	[REDACTED]	[REDACTED]
CA61	[REDACTED]	[REDACTED]	[REDACTED]
CA62	[REDACTED]	[REDACTED]	[REDACTED]
CA63	[REDACTED]	[REDACTED]	[REDACTED]
CA64	[REDACTED]	[REDACTED]	[REDACTED]
CA65	[REDACTED]	[REDACTED]	[REDACTED]

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Assumption Detail
CA66	[REDACTED]	[REDACTED]	[REDACTED]
CA67	[REDACTED]	[REDACTED]	[REDACTED]
CA68	[REDACTED]	[REDACTED]	[REDACTED]
CA69	[REDACTED]	[REDACTED]	[REDACTED]
CA70	[REDACTED]	[REDACTED]	[REDACTED]
CA71	[REDACTED]	[REDACTED]	[REDACTED]
CA72	[REDACTED]	[REDACTED]	[REDACTED]
CA73	[REDACTED]	[REDACTED]	[REDACTED]
CA74	[REDACTED]	[REDACTED]	[REDACTED]
CA75	[REDACTED]	[REDACTED]	[REDACTED]

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Part Number	NSN	Equipment Name	Quantity
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Table 1 – GFE as per CA70

LBAD

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Contractor Exclusions

5. Table 5 - **Not Used**

Contractor Dependencies

6. Table 6 below details the dependencies that apply to the Contract.

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Dependency Detail
*TD1	[REDACTED]	[REDACTED]	[REDACTED]
TD2	[REDACTED]	[REDACTED]	[REDACTED]
TD3	[REDACTED]	[REDACTED]	[REDACTED]
TD4	[REDACTED]	[REDACTED]	[REDACTED]
TD5	[REDACTED]	[REDACTED]	[REDACTED]
TD6	[REDACTED]	[REDACTED]	[REDACTED]
TD7	[REDACTED]	[REDACTED]	[REDACTED]
TD8	[REDACTED]	[REDACTED]	[REDACTED]
TD9	[REDACTED]	[REDACTED]	[REDACTED]
TD10	[REDACTED]	[REDACTED]	[REDACTED]

Contractor Limitations

7. Table 6 below details the limitations that apply to the Contract.

Id.	Applicable Section(s) within Tender Response	Applicable Section(s) within Draft Contract (if applicable)	Limitation Detail
*TL1	[REDACTED]	[REDACTED]	[REDACTED]

* Since two Assumptions, Exclusions and Limitations documents are provided, as requested, as part of the technical and commercial responses; included is a differentiator (“T” and “C” respectively) in the Id. for clarity and to enable clear referencing of assumptions throughout our response. For example:

- TL3 refers to technical limitation #3
- CA2 refers to commercial assumption #2



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Large Boat Aerial Delivery

Draft Contract Schedule 11 (Spares Price List)

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1.0	26/09/2023	Initial Document	N/A	Jason Atkinson
2.0	01/08/2024	Updated comments		Samuel Smyth
0.3	17/01/205	Official Descriptor changed, Irvin GQ Pricing Table V2 added & formatting		Lee McMahon
0.4	26/02/2025	Revised wording re abnormal shipping Removed note relating to tender		
1.0	19/03/2025	Initial Contract Document		Lee McMahon

LBAD Spares Price List

1. The Spares Price List is as defined within the table below:

[REDACTED]

Table Notes

* When the Contractor's Recommended Quantity for any item is less than the Minimum Economical Production or Order Quantity for that item, the latter Quantity must be shown additionally in Column (vii) prefixed MEOQ (e.g., "25 MEOQ 50")

** The Contractor shall quote the NATO Stock No. of the item (if known) in this Column.

As a separate Annex:

Contractor shall also provide graded freight charges based on different size/quantity scenarios. These can be agreed and may be negotiated post contract award.

Contractor to cost abnormal shipping where possible.



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Contract Schedule 12 (Acceptance Plan)

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0.3	03/02/2025	Official descriptor updated, updated in line with ITN submission & formatting	All	Lee McMahon
0.4	27/02/2025	IGQ comments added		IGQ
0.5	17/07/2025	Diagrams amended		Lee McMahon
1.0	19/3/2025	Initial Contract Document		Lee McMahon

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1. Acceptance Procedure

1.1. The provisions of this Schedule 12 shall apply whenever any Contractor Deliverable as identified in Condition 4 (Acceptance Criteria – Contractor Deliverables) of this Schedule 12 is due for Acceptance.

1.2. In relation to each Contractor Deliverable, the following procedure shall apply:

1.2.1. The Contractor shall ensure that each Contractor Deliverable is provided to the Authority on or prior to the relevant Delivery Date within the approved Contractor Delivery Plan; and

1.2.2. Within the Contractor Deliverable Acceptance Review (or such other period as the Parties may agree (acting reasonably)), the Authority shall notify the Contractor (in writing) whether it has any comments or objections in relation to the Contractor Deliverable in question.

1.3. If the Authority intends to raise comments, and/or raise objections, and/or raises comments on or objects to any Contractor Deliverable, they shall state the reasons for (and shall provide such evidence or other information as may be reasonably necessary to substantiate) such comments or objections.

1.4. The Contractor acknowledges and agrees that:

1.4.1. The Contractor Deliverable Acceptance Process shall not (unless otherwise agreed in writing by the Authority) take place if, in the opinion of the Authority, the Entry Criteria in respect of that Review has not been satisfied in full.

2. Entry Criteria and Exit Criteria

2.1. The Contractor Deliverables subject to Acceptance are contained within this Schedule 12 at Condition 4 (Acceptance Criteria – Contractor Deliverable).

Entry Criteria

2.2. In respect of the Entry Criteria for each Contractor Deliverable, the Contractor shall:

- 2.2.1. be required to meet the individual Entry Criteria in full as prescribed in paragraph 4 (Acceptance Criteria);
- 2.2.2. provide written confirmation that the Entry Criteria has been met in full;
- 2.2.3. notify the Authority if the Contractor becomes aware that there is, or there is reasonably likely to be, a delay in meeting the Entry Criteria. In such cases, the Contractor shall be required to comply with the System Rectification Plan Process as defined in Condition 9 of the Terms and Conditions of the Contract.

2.3. Where the Entry Criteria has been met in full, the Authority shall commence its review of the relevant Contractor Deliverable.

Exit Criteria

2.4. Where the Exit Criteria for a Contractor Deliverable has been achieved, the Authority shall confirm this in writing to the Contractor.

2.5. Where the Exit Criteria has not been achieved, the Contractor shall be required to comply with the System Rectification Plan Process in Condition 9 of the Terms and Conditions of the Contract.

3. LBAD System Acceptance

3.1. In addition to the Acceptance of Contractor Deliverables, the Authority will conduct a series of LBAD Design Acceptance Reviews:

- 3.1.1. A Preliminary Design Acceptance Review (PDAR) will take place no later than three (3) months after Contract Award, prior to Flight Trial 1. The Authority will conduct a PDAR for Flight Trial 2 after delivery of Tranche 2 equipment (such Tranche 2 equipment is specified within Schedule 2 (Statement of Requirement));
- 3.1.2. Critical Design Acceptance Reviews (CDAR) will take place immediately before commencement of Flight Trial 1 and Flight Trial 2 respectively;
- 3.1.3. Initial Design Acceptance Review (IDAR) based on the outcome of Flight Trial 1; and
- 3.1.4. Final Design Acceptance Review (FDAR) based on the outcome of Flight Trial 2.

3.2. These Authority-led reviews are intended to validate whether the Contractor's solution has:

- 3.2.1. successfully achieved the Authority's threshold requirements as evidenced in the VVRM; and
- 3.2.2. permitted ATEC to provide RTS and AERC recommendations to the Authority.

3.3. The Contractor must acknowledge and agree that LBAD System performance shortfalls identified by the Authority in these Reviews will be subject to rectification by the Contractor under Condition 9 of the Terms and Conditions of the Contract.

3.4. The Final Design Acceptance Review will confirm that all system performance issues, that were noted in Flight Trial 1 and Flight Trial 2:

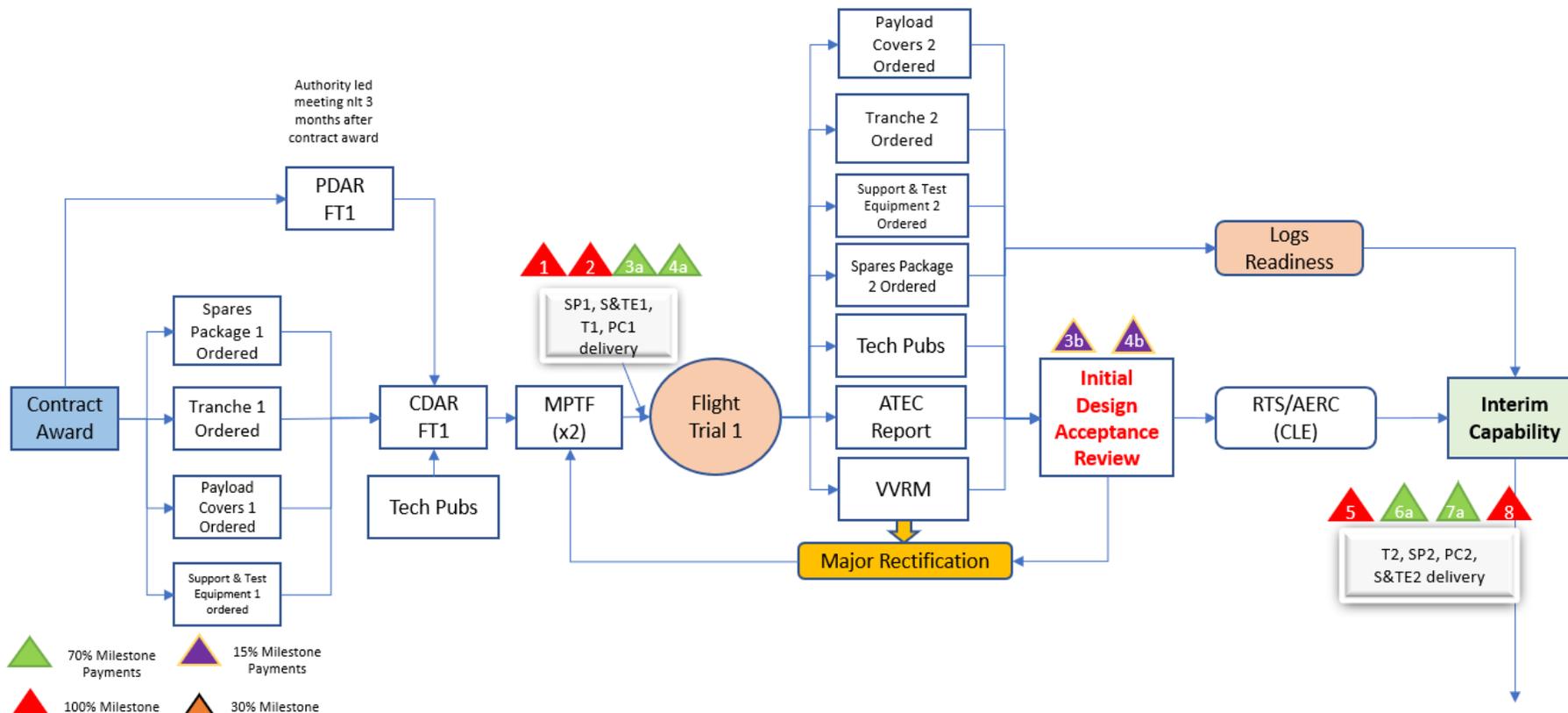
3.4.1. have been acceptably rectified prior to the Review; and

3.4.2. are subject to an agreed rectification plan post the Review pursuant to Condition 9 of the Terms and Conditions of the Contract.

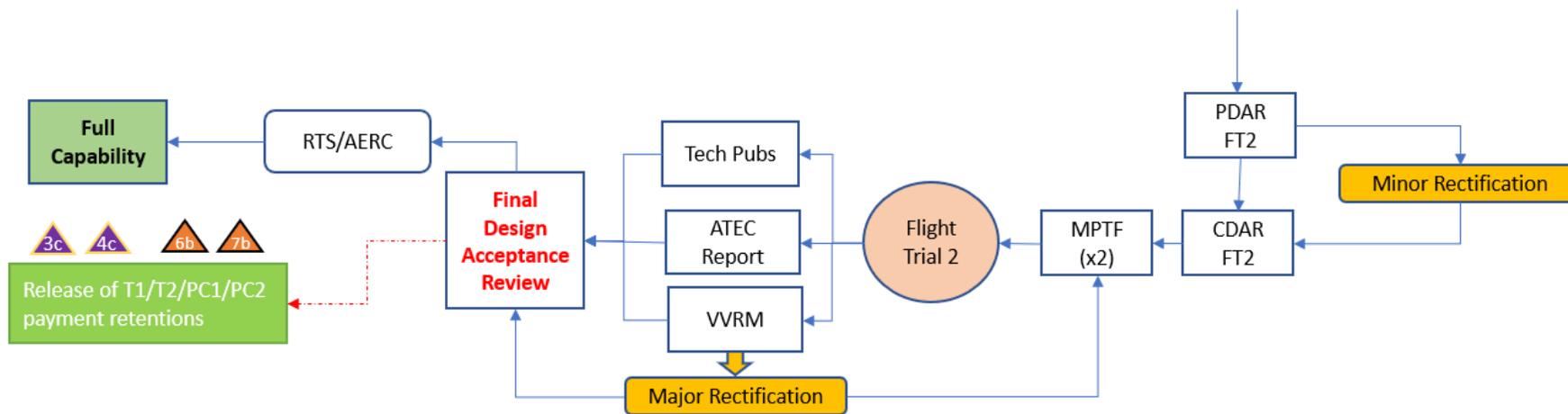
3.5. The Contractor shall acknowledge that the 'Tranche 1', 'Tranche 2', 'Boat Covers 1' and 'Boat Covers 2' (each as defined within Schedule 2 (Statement of Requirement)) will be subject to a 30% payment retention pending successful completion of Final Design Acceptance Review.

3.6. To aid the Contractor's understanding of the LBAD System Acceptance Process, a flowchart is set out in the diagram below:

Route to LBAD System Acceptance (Part 1)



Route to LBAD System Acceptance (Part 2)



Milestone	Description	Payment Milestone	Milestone	Description	Payment Milestone	Milestone	Description	Payment Milestone
1	Spares Package 1 (SP1)	100%	5	Spares Package 2 (SP2)	100%	9	Tranche 3 (T3)	100%
2	Support & Test Equipment 1 (S&TE1)	100%	6	Tranche 2 (T2)	(a) 70% (b) 30%	10	Tranche 4 (T4)	100%
3	Tranche 1 (T1)	(a) 70% (b) 15% (c) 15%	7	Airdrop Payload Covers (PC2)	(a) 70% (b) 30%	11	Tranche 5 (T5)	100%
4	Airdrop Payload Covers 1 (PC1)	(a) 70% (b) 15% (c) 15%	8	Support & Test Equipment 2 (S&TE2)				

4. Acceptance Criteria – Contractor Deliverables

The Acceptance Criteria for each of the specified Contractor Deliverable are as set out within the following Acceptance Criteria tables:

4.1. Spares Package 1

Spares Package 1		
1	Description	Initial Spares Package 1 to enable Flight Trial 1.
2	SOR Item number	1.1
3	Contractor Deliverables	Sufficient spares and consumables to support Twenty (20) aerial drops.
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Date	As per Contractor Delivery Plan in accordance with DID 1
6	Entry Criteria	Written confirmation by the Contractor that 100% of the initial spares provision 'Spares Package 1' has been successfully delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following Perfect Delivery (as defined in the Leidos Manual), that the initial spares provision 'Spares Package 1' delivered by the Contractor corresponds to that which is stated in the Contract. In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.

4.2. Support and Test Equipment 1

Support and Test Equipment 1		
1	Description	Equipment required for construction, maintenance, or test operation of any part of the LBAD System to support Authority use.
2	SOR Item Number	1.2
3	Contractor Deliverables	<ul style="list-style-type: none"> • Provision of Support and Test Equipment as per CDP; and • Documentation to support the operation, maintenance, storage, and where applicable calibration of identified Support and Test Equipment.
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Date	As per Contractor Delivery Plan iaw DID 1 (must be delivered ahead of Logistic Readiness Review).
6	Entry Criteria	Written confirmation by the Contractor that 100% of the 'Support and Test Equipment 1' package has been successfully delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following Perfect Delivery, that the 'Support and Test Equipment 1' delivered by the Contractor corresponds to that which is stated in the Contract.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.3. Tranche 1

Tranche 1		
1	Description	Tranche 1
2	SOR Item Number	1.3

3	Contractor Deliverable	<ul style="list-style-type: none"> • 2 LBAD Platforms • 6 Parachute Sets • 2 Ancillary Sets
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of Tranche 1 equipment has been successfully delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following visual inspection that the 'Tranche 1' equipment delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>Authority shall be entitled to retain 15% of the 'Tranche 1' Milestone payment number MPP 9 pending a successful Initial Design Acceptance Review – see Payment Plan.</p> <p>Authority shall be entitled to retain 15% of the 'Tranche 1' Milestone payment number MPP 9 pending a successful Final Design Acceptance Review – see Payment Plan.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.4. Air Drop Payload Covers 1

Air Drop Payload Covers 1		
1	Description	Air Drop Payload Covers 1.
2	SOR Item Number	1.4
3	Contractor Deliverables	<ul style="list-style-type: none"> Qty 7 Maritime Interdiction Craft (Medium)
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Air Drop Payload Covers 1' equipment has been delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following visual inspection that the 'Air Drop Payload Covers 1' delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>Authority shall be entitled to retain 15% of the 'Air Drop Payload Covers 1' Milestone payment number MPP 10 pending a successful Initial Design Acceptance Review – see Payment Plan.</p> <p>Authority shall be entitled to retain 15% of the 'Air Drop Payload Covers 1' Milestone payment number MPP 10 pending a successful Final Design Acceptance Review – see Payment Plan.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.5. Spares Package 2

Spares Package 2		
1	Description	Second package of spares to support Flight Trial 2 and initial in-service use of the LBAD System.
2	SOR Item Number	1.5
3	Contractor Deliverables	<ul style="list-style-type: none"> Sufficient Spares and Consumables to support 60 aerial drops
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of the 'Spares Package 2' has been successfully delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following Perfect Delivery, that the 'Spares Package 2' delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.6. Tranche 2

Tranche 2		
1	Description	Tranche 2
2	SOR Item Number	1.6
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 6 LBAD Platform • Qty 7 Parachute Sets • Qty 6 Ancillary Sets
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Tranche 2' equipment has been delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority confirmation, (within thirty (30) working days of Entry Criteria being met), following visual inspection, that the 'Tranche 2' equipment delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>Authority in addition shall be entitled to retain 30% of the 'Tranche 2' Milestone payment number MPP 11 pending a successful Final Design Acceptance Review – see Payment Plan.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.7. Air Drop Payload Covers 2

Air Drop Payload Covers 2		
1	Description	Air Drop Payload Covers 2

2	SOR Item Number	1.7
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 6 Littoral Patrol Boat • Qty 5 Riverine Patrol Craft • Qty 7 Maritime Interdiction Craft (Heavy)
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Air Drop Payload Covers 2' equipment has been delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following visual inspection that the 'Air Drop Payload Covers 2' delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>The Authority in addition shall be entitled to retain 30% of the 'Air Drop Payload Covers 2' Milestone payment number MPP 12 pending a successful Final Design Acceptance Review – see Payment Plan.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.8. Support and Test Equipment 2

Support and Test Equipment 2		
1	Description	Equipment required for construction, maintenance, or test operation of any part of the LBAD System to support Authority use.
2	SOR Item Number	1.8
3	Contractor Deliverables	<ul style="list-style-type: none"> • Provision of Support and Test Equipment in quantities as negotiated by Authority; and • Documentation to support the operation, maintenance, storage, and where applicable calibration of identified Support and Test Equipment.

4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Date	As per Contractor Delivery Plan iaw DID 1 (must be delivered ahead of Logistic Readiness Review).
6	Entry Criteria	Written confirmation by the Contractor that 100% of the 'Support and Test Equipment 2' package has been successfully delivered to RAF Brize Norton together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following Perfect Delivery, that the 'Support and Test Equipment 2' delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.9. Tranche 3

Tranche 3 – Option		
1	Description	Tranche 3
2	SOR Item Number	1.9
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 4 LBAD Platform • Qty 4 Parachute Sets • Qty 4 Ancillary Sets
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Tranche 3' equipment has been delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.

7	Exit Criteria	<p>Authority written confirmation, (within thirty (30) working days of Entry Criteria being met), following visual inspection, that the 'Tranche 3' equipment delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>
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4.10. Tranche 4

Tranche 4 – Option		
1	Description	Tranche 4
2	SOR Item Number	1.10
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 7 LBAD Platform • Qty 6 Parachute Sets • Qty 7 Ancillary Sets
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Tranche 4' equipment has been delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation, (within thirty (30) working days of Entry Criteria being met), following visual inspection, that the 'Tranche 4' equipment delivered by the Contractor corresponds to that which is stated in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.11. Tranche 5

Tranche 5 – Option		
1	Description	Tranche 5
2	SOR Item Number	1.11
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 6 LBAD Platform • Qty 6 Ancillary Sets
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'Tranche 5' equipment has been delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), that the 'Tranche 5' equipment delivered by the Contractor corresponds to that which it proposed in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.12 Contract Options

Contract Options		
1	Description	Additional Options (Equipment)

2	SOR Item Number	1.12 to 1.15
3	Contractor Deliverables	<ul style="list-style-type: none"> • Qty 4 Parachute Sets (SOR Item 1.12) • Qty 2 Parachute Sets (SOR Item 1.13) • Qty 1 LBAD Platform (SOR Item 1.14) • Qty 1 Ancillary Set (SOR Item 1.15)
4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'The Chosen Option' equipment has been delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	<p>Authority written confirmation (within thirty (30) working days of Entry Criteria being met), that the 'Option' equipment delivered by the Contractor corresponds to that which it proposed in the final Contract agreement.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>

4.13 Additional Spares

Additional Spares		
1	Description	Additional Spares
2	SOR Item Number	7
3	Contractor Deliverables	<ul style="list-style-type: none"> • Additional Spares – Item TBC

4	Review Period	Thirty (30) working days.
5	Contractor Deliverable Submission Date	As per Contractor Delivery Plan iaw DID 1.
6	Entry Criteria	Written confirmation by the Contractor that 100% of 'The Spare Item has been delivered to the Authority Depot together with duly completed Certificate of Conformity in accordance with DEFCON 627.
7	Exit Criteria	Authority written confirmation (within thirty (30) working days of Entry Criteria being met), following Perfect Delivery that the 'Ad Hoc Spare has been delivered by the Contractor. In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.

4.14 Contractor Deliverable Documentation

Contractor Deliverable Document		
1	Description	Data Information Documentation
2	SOR Item Number	3.1 to 3.21
3	Contractor Deliverables	<ul style="list-style-type: none"> Data Information Documentation (DID 1 to DID 21)
4	Review Period	As stated in the Schedule 2 Statement of Requirements.
5	Contractor Deliverable Submission Date	As stated in the Schedule 2 Statement of Requirements.
6	Entry Criteria	Written confirmation by the Contractor that the Data Information Document conforms & complies to the requirements as stated in the DID itself.

7	Exit Criteria	<p>Authority written confirmation that the Entry Criteria being met, that the relevant Data Information Document has been delivered by the Contractor.</p> <p>In the event that written confirmation is not provided by the Authority in relation to the Contractor Deliverables identified at Section 4 of Schedule 12 within the designated Review Period, the Exit Criteria will be deemed met and the Contractor Deliverables will be deemed accepted.</p>
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Large Boat Aerial Delivery

Draft Contract Schedule 13 (Exit Management Plan)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Exit Management Plan
Document No:	Schedule 13
Filename:	13_20250319_706048451_LBAD_Schedule_13_Exit Management v1.0-OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	Samuel Smyth
0.2	03/03/2025	Wording removed – to be replaced 3 months after contract award	All	Lee McMahon
1.0	19/3/2025	Initial Contract Award		Lee McMahon

LBAD

Schedule 14

706048451

Schedule 13
Exit Management

1. **To be updated 3 months after contract award**
2. **Referenced Document**

2.1. **Exit LBAD-IGQ-TR-2.1.21-TD32 - Exit Management Plan**



Ministry
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Large Boat Aerial Delivery

Contract Schedule 14
(Authority Obligations GFA)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Authority Obligations
Document No:	Schedule 14
Filename:	20230926-706048451-LBAD Schedule 14_Authority Obligations- v0.4-OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	Samuel Smyth
0.3	04/02/2025	Official Descriptor Updated & Formatting		
0.4	26/02/2025	Split GFA to GFI and GFE for clarity		
1.0	19/03/2025	Initial Contract Document		Lee McMahon

Part 1 Purpose and Principles of GFA provided by the Authority

Part 2 GFA Provision linked to the Contractor Deliverables

Authority Obligations

Part 1 - Purpose and Principles of GFA provided by the Authority

1 Purpose

The purpose of this Schedule 14 (*Authority Obligations*) is to set out all of the Authority's obligations in providing GFA for the purposes of this Contract.

2 Contractor Deliverable/GFA Linkage

2.1 The Authority shall only be responsible for GFA provision as is specifically incorporated as a GFA obligation in columns A to C of the tables which detail Authority GFA obligations in relation to GFI and GFE for the relevant Contractor Deliverable (such tables being contained in Part 2 of this Schedule 14 (*Authority Obligations*)) (the "**Tables**") as further described in paragraph 2.2 below.

2.2 Failure by the Authority to supply or perform a GFA obligation will only be considered for the purposes of granting relief to the Contractor of any of its obligations under this Contract in respect of the performance of any relevant Contractor Deliverables where:

2.2.1 the relevant Contractor Deliverable which may be impacted in the event of a failure by the Authority to meet the relevant GFA obligation is identified in column "A" of the Tables by reference to the relevant Serial number or numbers of Schedule 2 (Statement of Requirement) and where the provision of the relevant GFA obligation is specifically set out in columns A to H of the Tables; and

2.2.2 where the Contractor has also fully complied with all of the Contractor's obligations which relate to the relevant GFA obligation:

(i) as specified in columns "E" of the Tables; and

(ii) where the Contractor has also fully complied with its obligations in Conditions 18.6 to 18.11 (Authority Performance Failures) and paragraph **Error! Reference source not found.** (Contractor notification of GFA Failure),

subject always to any limitations relating to the provision by the Authority of the relevant GFA obligation as specified in column "A" of the Tables.

Contractor Notification of GFA Failure

2.3 Without prejudice to the provisions of Conditions 18.6 to 18.11 (Authority Performance Failures), the Contractor shall also notify any alleged GFA Failures to the Authority's Commercial Representative forthwith immediately following such GFA Failure.

3 Provision by the Authority of GFA **Provision of GFA**

3.1 The Authority shall satisfy the relevant GFA obligation in accordance with the provisions of and subject to any limitations or special circumstances set out in the columns of the Table in the relevant row relating to the GFA obligation.

3.2 All GFA shall be subject to the provisions of DEFCON 611 (Issued Property).

The Contractor shall return all GFA to the Authority in accordance with DEFCON 611 (Issued Property).

Part 2 – GFA Provision linked to the Contractor Deliverables

This Part 2 of 2 (Authority Obligations) is the document entitled
“14_20250319_706048451_LBAD_Schedule_14_Part 2_GFA_v1.0-OSC”



Ministry
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Large Boat Aerial Delivery

Contract Schedule 15 (List of Authorised Demanders)

DOCUMENT CONFIGURATION CONTROL

Document Information

Title & Sub-title:	List of Authorised Demanders
Document No:	Schedule 15
Filename:	15_20250319_706048451_LBAD Schedule_15_List_of_Authorised_Demanders_1.0-OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	Jason Atkinson
0.3	03/02/2025	Email Addresses updated & Official Descriptor added	Various	Lee McMahon
0.4	26/2/2025	Added 3x contacts		
1.0	19/03/2025	Initial Contract Document		Lee McMahon

LIST OF AUTHORISED DEMANDERS

1. In addition to the individuals listed in the DEFFORM 111, the below points of contact are Authorised Demanders for the contract.

[Note names and contact details redacted]

Post Description:	Team Leader (TL)
Post Title:	DES C17CSAE-TL
Address:	
Email:	

Post Description:	Engineering Lead &Type Airworthiness Authority (TAA)
Post Title:	DES C17CSAE-Engineering-Lead-TAA
Address:	
Email:	

Post Description:	Airborne Equipment LBAD Lead Commercial Officer
Post Title:	DES C17CSAE-SCO
Address:	
Email:	

Post Description:	Airborne Equipment LBAD Commercial Officer
Post Title:	DES C17CSAE-Commercial12
Address:	
Email:	

Post Description:	Airborne Equipment Manager
Post Title:	DES C17CSAE-AE-Mgr
Address:	
Email:	

Post Description:	Airborne Equipment Senior Inventory Manager
Post Title:	DES C17CSAE-IM-SCM1
Address:	
Email:	

Post Description:	Airborne Equipment Supply Chain Manager
Post Title:	DES C17CSAE-IM-SCM3
Address:	
Email:	

Post Description:	Airborne Equipment Engineering Authority
Post Title:	DES C17CSAE-AE-EngAuth
Address:	
Email:	

Post Description:	Airborne Delivery Equipment Engineering Manager
Post Title:	DES C17CSAE-AFE-EngMgr2
Address:	
Email:	
Post Description:	Airborne Delivery Equipment Operations Manager
Post Title:	DES C17CSAE-ODF-AFE-OM1
Address:	
Email:	

Large Boat Aerial Delivery

Contract Schedule 16 (DEFFORM 177)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Assumptions
Document No:	Schedule 16
Filename:	16_20250319_706048451_LBAD_Schedule 16_DEFFORM177)v1.0-OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	James McDonald
0.2	06/02/2025	Configuration Table added & Official Descriptor amended	Various	Lee McMahon
1.0	19/03/2025	Initial Contract Document		Lee McMahon

DEFFORM 177**(Edn 06/21)****Ministry of Defence****Design Rights and Patents (Sub-Contractor's Agreement)****Notes for Guidance**

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.* the date of the Agreement;
- b.* the sub-contractor's full name;
- c.* the sub-contractor's registered address;
- d. paragraph 1 - the full name of the main Contractor;
- e. paragraph 1 - the Contract number of the main contract;
- f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;

- g.* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these themselves if necessary);
- h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to “design and development” should the subject Contract be a Feasibility Study, Project Definition etc.
5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
- a. the deletion of the legend “DEFFORM 177 (Edn /)”;
- b. that any references required in the Contract should refer to “the Agreement in the form set out in Annex to the Contract”.
6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

*N.B. This information will not necessarily be available at the drafting stage.

DEFFORM 177**(Edn 06/21)****Ministry of Defence****Design Rights and Patents
(Sub-Contractor's Agreement)**

THIS AGREEMENT is made the _____ day of _____ 19____

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 (hereinafter called "the main contractor") a contract bearing the reference number (hereinafter called "the main contract") for the design and development of 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 they wish 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 its willingness to approve the sub-contract on condition that in consideration of it 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 their 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:-

[To be Completed by Tenderer before contract award

--

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be
inserted as
appropriate

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.



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Draft Contract Schedule 17 (Intellectual Property Rights DEFFORM 711)

Document Information

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0.2	27/01/2025	Updated with suppliers' tender response, Schedule number updated & formatting		Lee McMahon
1.0	19/03/2025	Initial Contract Document		Lee McMahon

**SCHEDULE 16 – DEFFORM 711 NOTIFICATION OF
INTELLECTUAL PROPERTY RIGHTS (IPR) RESTRICTIONS**

DEFFORM 711 - PART A – Notification of IPR Restrictions

[REDACTED]

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

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

[REDACTED]

Completion Notes

Part A

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) any action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). <u>Any entry without a unique identifier shall be treated as a nil entry.</u>

	NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

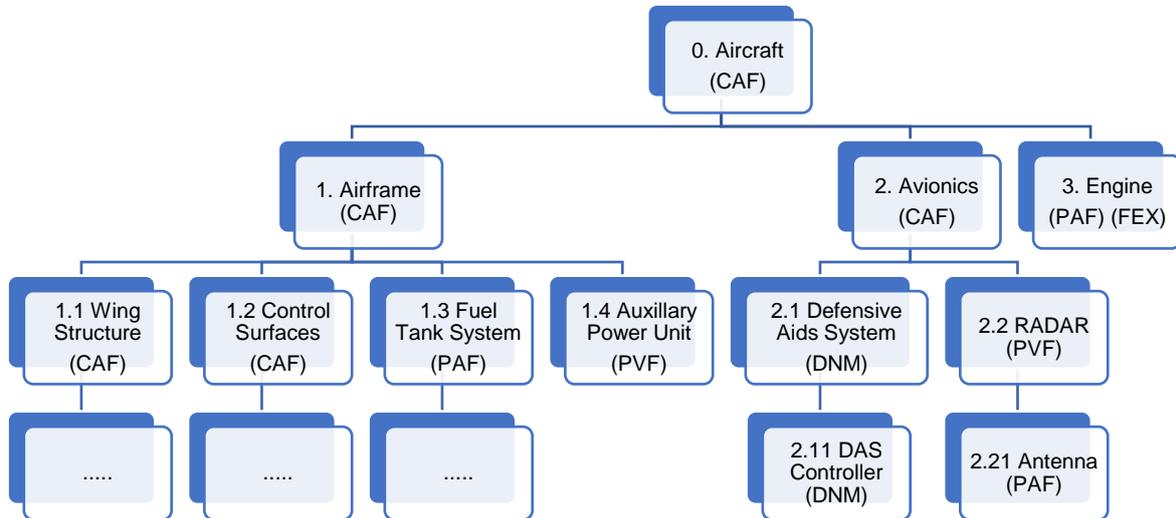
Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.

3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

A theoretical pictorial example is given below but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.



The diagram above indicates a highly simplified and hypothetical Contract scenario dealing with the procurement of a new air asset.

- i. The proposed new aircraft would be considered Contract Authority Funded (CAF) at its top level.
- ii. Items denoted as Private Venture Funded (PVF) would generally indicate that it and all of its sub-components have been funded by sources other than HMG. In this instance there is no need to proceed down the product breakdown structure any further (see 1.4), except unusually where a generally PVF regarded item has incorporated a Previous Authority Funded (PAF) item (see 2.21).
- iii. The proposed design is making use of a PAF engine.
- iv. This engine has Foreign Export Control (FEX) applying to items within it.
- v. The Defensive Aids System at 2.1 is covered as part of the Contract but the exact configuration and design has not yet been fixed "Design Not Mature" (DNM).
- vi. It is not feasible for a parent PVF system to make use of a CAF item; the parent system configuration would not have existed prior to the Contract.



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Contract Schedule 18

Transfer of Undertakings (Protection of Employment)

(TUPE)

DOCUMENT CONFIGURATION CONTROL**Document Information**

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1.0	05/09/2023	Initial Document	N/A	Sam Smyth
0.3	05/02/2025	Offical Descriptor Amended	N/A	Lee McMahon
1.0	19/03/2025	Initial Contract Documet		Lee McMahon

TRANSFER REGULATIONS
EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

DEFINITIONS

In this Schedule 18, save where otherwise provided, words and terms defined in Schedule 1 (*Definitions*) of the Contract shall have the meaning ascribed to them in Schedule 1 (*Definitions*) of the Contract.

Without prejudice to Schedule 1 (*Definitions*) of the Contract unless the context otherwise requires:

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK, including but not limited to:

(i) the General Data Protection Regulation ((EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (the "UK General Data Protection Regulation" or "UK GDPR");

(ii) the Data Protection Act 2018;

(iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and

(iv) all applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the processing of personal data and privacy and the guidance and codes of practice issued by the Information Commissioner's Office which apply to a party;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any Subcontractor of the Contractor providing all or any part of the Contractor Deliverables who employs or engages any person in providing the Contractor Deliverables;

"New Provider" means any replacement service provider or providers engaged to provide the Contractor Deliverables (or part thereof) or substantially similar services or the Authority itself where the Contractor Deliverables or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Subcontractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Contractor Deliverables (or in respect of partial termination, the relevant part

of the Contractor Deliverables) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

EMPLOYMENT

Information on Re-tender, Partial Termination, Termination or Expiry

No earlier than two years preceding the termination, partial termination or the expiry of this Contract or a potential Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Contractor Deliverables (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;

supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 18 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Contractor Deliverables or part of the Contractor Deliverables under this Contract who may be subject to a Relevant Transfer;

provide the information promptly and in any event not later than three (3) months from the date when a request for such information is made and at no cost to the Authority;

acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Contractor Deliverables or part of the Contractor Deliverables provided pursuant to this Contract;

inform the Authority of any changes to the information provided under paragraph 0 or 0 up to the Transfer Date as soon as reasonably practicable.

Three (3) months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 18 relating to the Transferring Employees is provided to the Authority and/or any New Provider;

inform the Authority and/or any New Provider of any changes to the information provided under this paragraph 0 up to any Transfer Date as soon as reasonably practicable;

enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

No later than twenty eight (28) days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees

together with the information listed in Part B of Appendix 2 of this Schedule 18 relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

Within fourteen (14) days following the relevant Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 18 in respect of Transferring Employees.

Paragraphs 0 and 0 of this Schedule are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall procure that its Subcontractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 0 and 0. Notwithstanding this paragraph 0, the Contractor acknowledges (and shall procure that its Subcontractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Contractor Deliverables, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor pursuant to its obligations under paragraph 0 or 0 above, the Contractor shall provide full data to the Authority no later than twenty eight (28) days prior to the Transfer Date.

On notification to the Contractor by the Authority of a New Provider or within the period of six (6) months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:

materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Contractor Deliverables under this Contract; or

replace or re-deploy from the Contractor Deliverables any person wholly or mainly employed or engaged in providing the Contractor Deliverables, or materially increase or decrease the number of persons performing the Contractor Deliverables under this Contract or the working time spent on the Contractor Deliverables (or any part thereof); or

reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) any duties unconnected with the Contractor Deliverables (or any part thereof) under this Contract; or

terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Contractor Deliverables (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance;

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 0, 0, 0, 0 or 0 of this Schedule 18.

The Authority may at any time prior to the period set out in paragraph 0 of this Schedule 18 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Subcontractor will provide the information requested within twenty eight (28) days of receipt of that request.

Obligations in Respect of Transferring Employees

To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and

comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

Unexpected Transferring Employees

If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Transferring Employees provided under paragraph 0 (an "**Unexpected Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten (10) Business Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

if the Unexpected Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 0), serve notice to terminate the Unexpected Transferring Employee's employment in accordance with his contract of employment; and

the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Transferring Employee's claim or allegation:

any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 0;

any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

(A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

(B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

(C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

legal and other professional costs reasonably incurred;

the Authority shall be deemed to have waived its right to an indemnity under paragraph 0 if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 0.

Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

If on the expiry, termination or partial termination of the Contract there is a Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Subcontractor affected by the Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

If there is a Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

any claim or claims by a Transferring Employee at any time on or after the Transfer Date which arise as a result of an act or omission of the Authority or a New

Provider or a sub-contractor of a New Provider during the period from and including the Transfer Date;

subject to paragraph 0 any claim by any employee or trade union representative or employee representative arising whether before or after the Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee engaged wholly or mainly in connection with the Contractor Deliverables by the New Provider or any other employee of the Authority or any New Provider affected by the Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

In the event of a Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority or a New Provider or any sub-contractor of a New Provider on or after the Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 0, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

Contracts (Rights of Third Parties) Act 1999

A New Provider may enforce the terms of paragraph 0 and 0 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

Nothing in this paragraph 0 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

The Contractor shall not recover any Costs and/or other losses under this Schedule 18 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

Appendix 1**CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES**

1. Pursuant to paragraph 0 of this Schedule 18, the following information will be provided:
 - a) The total number of individual employees (including any employees of Subcontractors) that are currently engaged, assigned or employed in providing the Contractor Deliverables and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Subcontractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding twelve (12) months total pay costs – (Pay, benefits employee/employer national insurance contributions and overtime); and
 - d) Total redundancy liability including any enhanced contractual payments.

2. In respect of those employees included in the total at paragraph 1(a) of this Appendix 1, the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances; and

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- l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants).
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided twenty eight (28) days prior to the Transfer Date.
4. The Contractor will provide (and will procure that the Subcontractors provide) the Authority/tenderers with access to the Contractor's and Subcontractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**Part A**

Pursuant to paragraph 0 of this Schedule 18, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

Superannuation and Pay

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- a) Maternity leave or other long-term leave of absence (meaning more than four (4) weeks) planned or taken during the last two years;
- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month (12) period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Pension Scheme Membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

Medical

- a) Details of any period of sickness absence of three (3) months or more in the preceding period of twelve (12) months; and
- b) Details of any active restoring efficiency case for health purposes.

Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

Further information

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave for public duties such as a School Governor; and;
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

Information to be provided twenty eight (28) days prior to the Transfer Date:

- a) Employee's full name;
- b) Date of Birth;
- c) Home address;
- d) Bank/building society account details for payroll purposes; and
- e) Tax Code.

Part C

Information to be provided within fourteen (14) days following a Transfer Date:

Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

Superannuation and Pay

Cumulative pay for tax and pension purposes;

Cumulative tax paid;

National Insurance Number;

National Insurance contribution rate;

Other payments or deductions being made for statutory reasons; and

Any other voluntary deductions from pay.



Ministry
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Large Boat Aerial Delivery

Contract Schedule 19 (Sensitive Information)

LBAD

Schedule 19

706048451

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Sensitive Information (DEFFORM 539A Edn 01/22)
Document No:	Schedule 19
Filename:	19_20250319_706048451_LBAD_Schedule_19 _Commercially_Sensitive_Information_v1.0- OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	First Draft	N/A	Samuel Smyth
0.2	27/01/2025	Official Descriptor updated & Supplier information added from ITN submission	3 to 6	Lee McMahon
0.3	26/2/2025	Updated to include ROCO and contract references	N/A	
1.0	19/03/2025	Initial Contract Document		Lee McMahon

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 the publication of any information

ITN Ref No: C17CSAE/ 706048451

Description of Tenderer's Commercially Sensitive Information:

IrvinGQ Limited's Technical Response, Technical Offer and awarded contract including but not limited to its systems, solutions, mechanisms, intellectual property, compliancy, assumptions, notes and dependencies, schedules/delivery information and supporting information/evidence thereto.

IrvinGQ Limited's proprietary information, know-how and intellectual property in relation to systems and documentation (including but not limited to reports, policies, plans, processes, procedures, specifications, checklists, instructions, registers, schedules, layouts and forms that may be contained and documented within the proposal) and associated formats.

IrvinGQ Limited's Qualification and Commercial Response including the C17CSAE/701556406 Commercial Compliance Matrix, assumptions, dependencies and notes, intellectual property rights and ownership, financial information including pricing, rates, Schedule of Requirements, work breakdown and supply chain information.

Information pertaining to IrvinGQ Limited's organisation, employees, resourcing and capacity/scheduling plans.

Cross Reference(s) to location of sensitive information in Tender:

706048451-LBAD-IGQ-QR-1.2.1 – Commercial Compliancy Matrix

706048451-LBAD-IGQ-QR-1.2.2 – Technical Compliancy Matrix

706048451-LBAD-IGQ-QR-2.10.3- Technical Offer (including but not limited to SRD Matrix at Annex F)

706048451-LBAD-IGQ-TR-2.1.1-TD12 – Contractor Delivery Plan (including but not limited to DEFFORM 82 and Risk Register)

706048451-LBAD-IGQ-TR-2.1.3-TD14 - Configuration Management Plan

706048451-LBAD-IGQ-TR-2.1.4-TD15 - Obsolescence Management Plan

706048451-LBAD-IGQ-TR-2.1.5-TD16 - Engineering Management Plan (EMP)

706048451-LBAD-IGQ-TR-2.1.6-TD17 - Safety Management Plan

706048451-LBAD-IGQ-TR-2.1.7-TD18 - Hazard Log Report

706048451-LBAD-IGQ-TR-2.1.8-TD19 - Programmable Elements Safety Summary (PESS) Report

706048451-LBAD-IGQ-TR-2.1.9-TD20 - Environmental Document Pack

706048451-LBAD-IGQ-TR-2.1.10-TD21 - Human Factors Integration Plan (HFIP)

706048451-LBAD-IGQ-TR-2.1.11-TD22 - Availability, Reliability and Maintainability Plan (ARMP)

706048451-LBAD-IGQ-TR-2.1.12-TD23 - Test Reports and Results

706048451-LBAD-IGQ-TR-2.1.13-TD24 - Service and Support Management Plan (SSMP)

706048451-LBAD-IGQ-TR-2.1.14-TD25 - Disposal Plan

706048451-LBAD-IGQ-TR-2.1.15-TD26 - Certificates of Design

706048451-LBAD-IGQ-TR-2.1.16-TD27 - Equipment Safety Assessment

706048451-LBAD-IGQ-TR-2.1.17-TD28 - Legislation & Standards Register

706048451-LBAD-IGQ-TR-2.1.18-TD29 - Quality Plan

706048451-LBAD-IGQ-TR-2.1.19-TD30 - Social Value Plan

706048451-LBAD-IGQ-TR-2.1.20-TD31 - Technical Publications Management Plan (TPMP)

706048451-LBAD-IGQ-TR-2.1.21-TD32 - Exit Management Plan

706048451-LBAD-IGQ-TR-2.1.23-Assumptions, Exclusions, Dependencies, and Limitations (AEDL)

706048451-LBAD-IGQ-TR-2.10.1-Executive Summary

706048451-LBAD-IGQ-TR-2.10.4-Quality Assurance

706048451-LBAD-IGQ-TR-2.10.5-LBAD Regulatory Article Compliance Matrix

706048451-LBAD-IGQ-TR-2.10.6-Technical Publications:

(all IrvinGQ proprietary publications excluding 706048451-LBAD-IGQ-TR-2.10.6.11-ATLAS User Manual – UK MOD owned DAP and 706048451-LBAD-IGQ-TR-2.10.6.15-28ft Extractor Parachute User Manual - US)

706048451-LBAD-IGQ-CR-3.3.1-DEFFORM 47 (PRICED)

706048451-LBAD-IGQ-CR-3.3.1A-D47 Annex A

706048451-LBAD-IGQ-CR-3.3.1D-D47 Annex D - Import and Export Controls (DEFFORM 528).

706048451-LBAD-IGQ-CR-3.3.1F-D47 Annex F - DEFFORM 68

706048451-LBAD-IGQ-CR-3.3.1G-D47 Annex G - Contractors Commercially Sensitive Information

706048451-LBAD-IGQ-CR-3.3.1H-D47 Annex H - Timber Data Requirements

706048451-LBAD-IGQ-CR-3.3.1I-D47 Annex I - Assumptions, Exclusions and Limitations (Commercial)

706048451-LBAD-IGQ-CR-3.3.1J-D47 Annex J - Russian and Belarusian Content Statement

706048451-LBAD-IGQ-CR-3.3.1K-D47 Annex K Notification of Intellectual Property Rights (IPR) Restrictions (DEFFORM 711)

706048451-LBAD-IGQ-CR-3.3.1L-D47 Annex L - Draft Contract

706048451-LBAD-IGQ-CR-3.3.2-TD9 - Tender Cost Matrix

706048451-LBAD-IGQ-CR-3.3.3-TD10 - Schedule of Requirements

706048451-LBAD-IGQ-CR-3.3.4-TD11 - Payment Plan

706048451-LBAD-IGQ-CR-3.3.5-TD33 - Spares Price List

706048451-LBAD-IGQ-CR-3.4.1-Schedule 22 - Insurance

706048451-LBAD-IGQ-CR-3.3.2-TD9 - Tender Cost Matrix v2 ROCO

706048451-LBAD-IGQ-CR-3.3.3-TD10 - Schedule of Requirements v2 ROCO

706048451-LBAD-IGQ-CR-3.3.4-TD11 - Payment Plan v2 ROCO

706048451-LBAD-IGQ-CR-3.3.5-TD33 - Spares Price List v2 ROCO

706048451-LBAD-IGQ-CR-3.3.6- Commercial Offer (ROCO)

706048451_LBAD_Awarded Contract, including all schedules thereto (1-22)

Explanation of sensitivity:

The information and documents referenced above contain IrvinGQ Limited proprietary and commercially sensitive information disclosed in confidence which relates to (but is not limited to):

- IrvinGQ Limited's technical capabilities and solutions, plans, processes, procedures, policies and documentation which are proprietary in nature and to which IrvinGQ Limited hold exclusive rights.

- IrvinGQ Limited's commercial position in relation to terms and conditions and our commercial offer including but not limited to details about our commercial arrangements with the proposed supply-base and intellectual property ownership.

- IrvinGQ Limited's financial position in relation to pricing and rates.

Details of potential harm resulting from disclosure:

Disclosure of the abovementioned and referenced sensitive information is not in the best commercial interests of IrvinGQ Limited due to the following:

It would significantly undermine IrvinGQ Limited's ability to compete in the marketplace in respect of its competition and potentially cause irreparable harm to IrvinGQ Limited's commercial interests and business.

It would impact established supplier/subcontractor relationships developed by IrvinGQ Limited and prejudice future discussions. Furthermore, it would provide commercial information in relation to our supply-base which we would not wish to be disclosed.

It would release proprietary information, intellectual property, trade secrets and know-how of IrvinGQ Limited which is of significant commercial and corporate value. Any such

disclosure would potentially cause irreparable harm to IrvinGQ's commercial interests and business.

The above information has been provided in confidence and should not be shared with third parties without the agreement of IrvinGQ Limited. Section 41 and 43 FOIA exemptions are hereby expressly referred to in relation to such information provided in confidence and affecting our commercial interests.

Period of Confidence (if applicable):

Indefinite

Contact Details for Transparency / Freedom of Information matters: Name: Graeme Buckley

Position: Head of Commercial

Address: IrvinGQ Limited, Bettws Road, Llangeinor, Bridgend CF32 8PL

Telephone Number: 01656 727013

Email Address: gbuckley@irving.com

OFFICIAL-SENSITIVE COMMERCIAL (when complete)

DEFFORM 565
(Edn. 12/24)Ministry
of Defence

Supply Chain Resilience and Risk Awareness Mapping Template

1. This DEFFORM is to facilitate supply chain information capture to inform the Authority's Supply Chain Resilience Intelligence Performance (SCRIPT) Tool.
2. This is the starting point for our investment into and understanding of the Defence Supply Chain and those Suppliers who contribute to the widest possible Defence Outputs. To achieve success, we need to assess the Supply Chain down including, where possible, the upstream domain of raw materials. Using a number of vulnerability and fragility metrics, we will conduct continuous analysis and maintain an oversight of all Suppliers in the enterprise to seek out and identify where potentially unforeseen risks may impact us all, the 'Whole Force' of Defence and Supplier.

3. MANDATED SUBMISSIONS

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- b. Tier_1_Subcon(s)
- c. Tier_2_Subcon(s)
- d. Amdt_-_Additional_Subcon(s) - upon changes to the supply chain
- e. Amdt_-_Subcontractor_Removal - upon changes to the supply chain

4. OPTIONAL PROVISION

Submission of further data within these tiers is positively encouraged. The greater the provision of supply chain information, the more effective the tool shall be. It enables the Authority to look cross contract and understand the interwoven complexities that exist across the holistic defence supply chain.

a. Tier_3_Subcon(s)-Optional

b. Tier_4_Subcon(s)-Optional

5. Completed DEFFORM 565's should be returned to the SM&RT Team, FAO: SCM Lead at DES Comrcl-SMaRT (MULTIUSER) - DESComrcl-SMaRT@mod.uk
6. **It is critical that the commercial sensitivity of the supply chain information is not underestimated. Industry have agreed to provide this information solely for the use of supply chain mapping and it is to be used by MOD only. Contractors shall not be granted access to the tool, nor should they be given access to any of the outputs. This includes any manpower subs, delivery partners, agency staff or similar.**
7. You should contact your nominated commercial office in the first instance with any queries.

OFFICIAL-SENSITIVE COMMERCIAL (when complete)



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Large Boat Aerial Delivery

Schedule 21 (Parent Bank Guarantee)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Parent Bank Guarantee
Document No:	Schedule 21
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Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	James McDonald
0.3	03/02/2025	NOT USED & Document Configuration Control table added	Various	Lee McMahon

Parent Bank Guarantee

NOT USED



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Large Boat Aerial Delivery

Contract Schedule 22 (Required Insurance)

DOCUMENT CONFIGURATION CONTROL**Document Information**

Title & Sub-title:	Required Insurance
Document No:	Schedule 22
Filename:	22_20250319_706048451_LBAD_Schedule_22_Required Insurance-v1.0-OSC
Version:	1.0
Date:	19/03/2025

Version Control

Version	Issue Date	Description of Change	Page(s) Amended	Issued By
1.0	26/09/2023	Initial Document	N/A	
0.2	11/02/2025	Official Descriptor amended	NA	Lee McMahon
0.3	26/2/2025	IGQ updates iaw tender submission	NA	
0.4	17/03/2025	Table 1 amended in line with ITN submission.		Lee McMahon
1.0	19/03/2025	Initial Contract Document		Lee McMahon

Required Insurance

8. The Contractor shall, in accordance with Condition 23A, take out and maintain the insurances as set out in Table 1 (Required Insurance) below and in accordance with the insurance policy terms detailed in Annex A of this Schedule 21.

Table 1 - Required Insurance

Class of Insurance	Minimum limit "in the aggregate"	Maximum Deductible
Third Party Public and Products Liability	£ 10,000,000.00	[REDACTED]

