

Schedule 1 - Definitions of Contract

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| Articles | means the Contractor Deliverables (goods and/or the 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 the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. (This definition only applies when DEFCONs are added to these Conditions); |
| Authority | means the Secretary of State for Defence acting on behalf of the Crown; |
| Authority's Representative(s) | shall be those person(s) defined in Schedule 3 (Contract Data Sheet) 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 8; |
| Business Day | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays; |
| Central Government Body | 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: <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; |
| Collect | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly; |
| Commercial Packaging | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1) |
| Conditions | means the terms and conditions set out in this document; |
| Consignee | means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) 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 in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected; |
| Contract | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract); |

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| Contract Price | means the amount set out in Schedule 2 (Schedule 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. |
| Contractor | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for 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 Commercially Sensitive Information | means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive; |
| Contractor Deliverables | means the goods and/or the 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 the Contract; |
| 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: 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; |
| 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 |
| 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: 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.

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| DBS Finance | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet); |
| DEFCON | means the MOD DEFCON series which can be found at https://www.aof.mod.uk ; |
| DEFFORM | means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ; |
| DEF STAN | means Defence Standards which can be accessed at https://www.dstan.mod.uk ; |
| Deliver | means hand over the Contractor Deliverables 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; |
| Delivery Date | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection; |
| Denomination of Quantity (D of Q) | 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; |
| Diversion Order | means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet); |
| Effective Date of Contract | means the date specified on the Authority's acceptance letter; |
| Evidence | means either: 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; |
| Firm Price | means a price (excluding VAT) which is not 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; |
| Government Furnished Assets (GFA) | is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority; |
| 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;

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| Independent Verification | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent"; |
| 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; |
| Issued Property | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority; |
| 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; |
| Legislation | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972; |
| Military Level Packaging (MLP) | means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; |
| Military Packager Approval Scheme (MPAS) | is a 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 Packaging Level (MPL) | shall have the meaning described in Def Stan 81-041 (Part 1); |
| MPAS Registered Organisation | is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements; |
| MPAS Certificated Designer | shall mean an experienced Packaging designer trained and certified to MPAS requirements; |
| 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; |
| Notices | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the |

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| | Contract; |
| Overseas | shall mean non UK or foreign; |
| Packaging | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract; |
| Packaging Design Authority (PDA) | shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3; |
| Parties | means the Contractor and the Authority, and Party shall be construed accordingly; |
| 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); |
| Recycled Timber | 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: 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; it excludes sawmill co-products; |
| 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 Schedule 2 (Schedule of Requirements), 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; |
| Short-Rotation Coppice | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy; |
| Specification | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements); |
| STANAG 4329 | means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ; |
| 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;

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;

Transparency Information

means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract;

Virgin Timber

means Timber and Wood-Derived Products that do not include Recycled Timber.

Schedule 2 - Schedule of Requirements for Contract No: 700261343

For the Procurement and maintenance of Helicopter Underwater Escape Training Modules (HUETM)

Table 1: Quantities

| Contract Item | Description | Quantity | Delivery Date |
|---------------|--|----------|---|
| 1 | <p>Large Module</p> <p>A Helicopter Underwater Escape Training (HUET) module that represents the Merlin Mk2 and Mk4 aircraft and meets all the requirements of the supplied Statement of Requirement (SOR) document. The module is capable of interfacing and operating within the environment described within the Annex A SOR.</p> | 1 | <p>Lead time</p> <p>Within seven (07) months of Contract Award.</p> |
| 2 | <p>Small Module</p> <p>A HUET module that represents the Wildcat HMA Mk2 aircraft and meets all the requirements of the supplied SOR document. The module is capable of interfacing and operating within the environment described within the Annex A SOR.</p> | 1 | <p>Lead time</p> <p>Within seven (07) months of Contract Award.</p> |
| 3 | <p>Maintenance</p> <p>A package of support, spares, training and any other elements required, to enable the delivered modules to be operated within the specification defined within the SOR document for a period of 4 Years.</p> | 1 | <p>As per Milestone Payment Plan (Table 4)</p> |

Table 2: Unit Price

| Contract Item | Description | Year 1 | Year 2 | Year 3 | Year 4 |
|---------------|--|--------------------|--------------------|--------------------|--------------------|
| 1 | Large Module (as per description in table 1) | ██████ per unit | £.....per unit | £.....per unit | £.....per unit |
| 2 | Small Module (as per description in table 1) | ██████ per unit | £.....per unit | £.....per unit | £.....per unit |
| 3 | Maintenance (as per description in table 1) | ██████ per service | ██████ per service | ██████ per service | ██████ per service |

Table 3: Contract Price

| Contract Item | Description | Year 1 | Year 2 | Year 3 | Year 4 |
|---------------|--|--------------------|--------------------|--------------------|--------------------|
| 1 | Large Module (as per description in table 1) | ██████ total price | £.....total price | £.....total price | £.....total price |
| 2 | Small Module (as per description in table 1) | ██████ total price | £.....total price | £.....total price | £.....total price |
| 3 | Maintenance (as per description in table 1) | ██████ total price | ██████ total price | ██████ total price | ██████ total price |

Table 4: Milestone Payment Plan

| Milestone Number | Description | Milestone Date | Milestone Percentage | Milestone Value |
|------------------|--|------------------|----------------------|-----------------|
| 1 | Completion of Design Review Note: 3 weeks post contract award | 3 July 2020 | 30% | ██████ |
| 2 | Delivery of equipment at client's site Note: on successful delivery of equipment. | 31 December 2020 | 50% | ██████ |
| 3 | Completion and acceptance of installation, commissioning and training Note: Must be no later than 7 months post Contract Award (as per Invitation to Tender). | 31 Jan 2021 | 20% | ██████ |
| 4a | Year 1 Quarterly maintenance payment / annual servicing | 31/01/2022 | 25% | ██████ |
| 4b | Year 1 Quarterly maintenance report payment | 30/04/2022 | 25% | ██████ |
| 4c | Year 1 Quarterly maintenance report payment | 31/07/2022 | 25% | ██████ |
| 4d | Year 1 Quarterly maintenance report payment | 31/10/2022 | 25% | ██████ |
| 5a | Year 2 Quarterly maintenance payment / annual servicing | 31/01/2023 | 25% | ██████ |
| 5b | Year 2 Quarterly maintenance report payment | 30/04/2023 | 25% | ██████ |
| 5c | Year 2 Quarterly maintenance report payment | 31/07/2023 | 25% | ██████ |
| 5d | Year 2 Quarterly maintenance report payment | 31/10/2023 | 25% | ██████ |
| 6a | Year 3 Quarterly maintenance payment / annual servicing | 31/01/2024 | 25% | ██████ |
| 6b | Year 3 Quarterly maintenance report payment | 30/04/2024 | 25% | ██████ |
| 6c | Year 3 Quarterly maintenance report payment | 31/07/2024 | 25% | ██████ |
| 6d | Year 3 Quarterly maintenance report payment | 31/10/2024 | 25% | ██████ |
| 8a | Year 4 Quarterly maintenance payment / annual servicing | 31/01/2025 | 25% | ██████ |
| 8b | Year 4 Quarterly maintenance report payment | 29/04/2025 | 25% | ██████ |

| | | | | |
|--------------|---|------------|-----|------------|
| 8c | Year 4 Quarterly maintenance report payment | 30/07/2025 | 25% | |
| 8d | Year 4 Quarterly maintenance report payment - Final | 30/10/2025 | 25% | |
| Total | | | | £1,300,000 |

Note: In accordance with Clause 20.b all quarterly maintenance report payments will be for support provided to the Authority in that preceding period.

Schedule 3 – Contract Data Sheet

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| General Conditions |
| <p>Condition 2 – Duration of Contract:</p> <p>Shall be June 2020 – 31 December 2025</p> |
| <p>Condition 4 – Governing Law:</p> <p>Contract to be governed and construed in accordance with:</p> <p>English Law <input checked="" type="checkbox"/></p> <p>Scots Law <input type="checkbox"/> clause 4.d shall apply <i>(one must be chosen)</i></p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:</p> |
| <p>Condition 8 – Authority’s Representatives:</p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: ██████ <i>(as per DEFFORM 111)</i></p> <p>Project Manager: ██████ <i>(as per DEFFORM 111)</i></p> |
| <p>Condition 19 – Notices:</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: DES Hels Commercial, Centenary House, Building 100, Box 146, Lysander Road, Yeovil, BA20 2YB <i>(as per DEFFORM 111)</i></p> <p>Contractor: TBC</p> <p>Notices can be sent by electronic mail? <input checked="" type="checkbox"/> <i>(tick as appropriate)</i></p> |
| <p>Condition 20.a – Progress Meetings:</p> <p>The Contractor shall be required to attend the following meetings:</p> <p>Monthly during manufacturing of the Modules.</p> |

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Monthly for equipment delivery thereon Quarterly for maintenance reports

Reports shall be Delivered to the following address:



Supply of Contractor Deliverables

Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract? (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 30 Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements:

N/A

Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk

to be Delivered no later than **one (1) month prior** to the Delivery Date for the Contract Deliverable or by the following date:

Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: 21st April 2020 (tender submission)

Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract? (*tick as appropriate*)

Applicable to Line Items: 1 and 2

If required, does the Contractor Deliverables require traceability throughout the supply chain?

(*tick as appropriate*)

Applicable to Line Items: 1 and 2

Condition 28.b – Delivery by the Contractor:

The following Line Items are to be Delivered by the Contractor:

Line Items 1 and 2

Delivery Instructions:

RN Centre of Maritime SERE + UET
RNAS Yeovilton
Ilchester
Somerset
BA22 8HT

Each consignment is to be accompanied by a DEFFORM 129J.

Condition 30 – Rejection:

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

Condition 32 – Self-to-Self Delivery:

Self-to-Self Delivery required? (*tick as appropriate*)

If required, Delivery address applicable:

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be FIRM Price.

Termination

Condition 42 – Termination for Convenience:

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

Other Addresses and Other Information (*forms and publications addresses and official use information*)

DEFFORM 111

**Annex A to Schedule 3
DEFFORM 111**

Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: 700261343

1. Authority Changes

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

2. Notice of Change

a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.

b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

3. Contractor Change Proposal

a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.

b. The Contractor Change Proposal shall include:

- (1) the effect of the Change on the Contractor's obligations under the Contract;
- (2) a detailed breakdown of any costs which result from the Change;
- (3) the programme for implementing the Change;
- (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
- (5) such other information as the Authority may reasonably require.

c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

4. Contractor Change Proposal – Process and Implementation

a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- (1) evaluate the Contractor Change Proposal;
- (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.

b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
- (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.

c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.

d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

5. Contractor Changes

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

Schedule 5 – Contractor’s Commercially Sensitive Information Form (i.a.w. Clause 13 SC2)

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| Contract No: 700261343 | | |
| Description of Contractor’s Commercially Sensitive Information: | | |
| ██████ | ██████ | ██████ |
| Cross Reference(s) to location of sensitive information: | | |
| ██████ | ██████ | ██████ |
| Explanation of Sensitivity: | | |
| ██████ | ██████ | ██████ |
| Details of potential harm resulting from disclosure: | | |
| ██████ | ██████ | ██████ |
| Period of Confidence (if applicable): | | |
| ██████ | ██████ | ██████ |
| Contact Details for Transparency / Freedom of Information matters: Name: ██████ Position: Vice President SSL Address: 24 Orion Ct, Dartmouth, NS B2Y 4W6, Canada Telephone Number: +1 ██████ Email Address: ██████ | | |

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements for Contract No: 700261343

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor**

Contract No: 700261343

Contract Title: Helicopter Underwater Escape Training Modules

Contractor: Survival Systems Limited

Date of Contract: TBD

* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title: President & CEO

Date: March 23rd, 2020

* check box () as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)
Defence Safety Authority (DSA)
Movement Transport Safety Regulator (MTSR)
Hazel Building Level 1, #H019
MOD Abbey Wood (North)
Bristol BS34 8QW

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract: Data Requirements for Contract No: 700261343

The following information is provided in respect of condition 25 (Timber and Wood-Derived Products):

| Schedule of Requirements item and timber product type | Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence | Volume of timber Delivered to the Authority with other evidence | Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy | Total volume of timber Delivered to the Authority under the Contract |
|---|---|---|---|--|
| 1 - large module | 0 | 0 | 0 | 0 |
| 2 - small module | 0 | 0 | 0 | 0 |
| | | | | |
| | | | | |
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| | | | | |

Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: 700261343

1. Acceptance Criteria

- a. The system shall be accepted on completion of the following actions:
 - i. Physical delivery of the all deliverables to RNCMSUET Facility at RNAS Yeovilton.
 - ii. Unpacking and removal of any protective wrapping or transport packaging.
 - iii. Proof of successful integration into the RNCNSMUET training system.
 - iv. Testing and validation of the Modules via operation (unmanned and manned) and review items against contracted specification.
 - v. Completion of training for RNCNSMUET Staff in operation, daily maintenance and fault identification.
 - vi. Delivery of Special to Type Equipment (STTE) for safe operation and movement of modules (for example ground handling trolleys).
 - vii. Delivery of safety cases for modules & STTE, Operations, servicing & training documentation and master parts list (inc. STTE).
 - viii. Consumables and spares pack for 12 months of operation of supplied modules.

2. Deliverable items

- a. Large Module (Representative of Merlin Mk2 & Mk4).
- b. Small Module (Representative of Wildcat HMA Mk2).
- c. Maintenance Service (4 Years).
- d. Spares pack.
- e. Training documentation.
- f. Operating documentation.
- g. Servicing and maintenance documentation.
- h. Master parts list.

3. Testing and Validation

- a. The Modules shall be inspected for fit, form and function.
- b. Documentation to be reviewed and deemed fit for service.
- c. All connections to be successfully made to the RNCNSMUET Facility and functioned.
- d. Modules to be tested unmanned.
- e. Modules to be tested manned (Once all other testing successfully completed).

Schedule 9 - DEFFORM 129J for Contract No: 700261343

Shipping Form Design

Use the following design and complete the fields in accordance with Annex A:

| DEFFORM 129J | | Edn 09/17 |
|---------------------------------|---------------------------|-----------------------------|
| From: | Unique Identifier: | |
| Via: | To: | |
| Demand / Task Reference: | | |
| Description: | | |
| RDD: | SPC: | UN Haz Code: |
| Date Shipped: | Batch Number: | Piece Number: |
| Weight: | Dimensions: | |
| NSN: | | |
| IMC/DMC: | D of Q: | Qty in Package: |
| | | Total this Delivery: |

ANNEX A TO DEFFORM 129J

Shipping Form Attributes

The following table details the shipping form fields.

| Field | Field Name | Field Description | | Field Size | Data Type | Format | Mandatory for: |
|-------|---|---|--|------------|--|---|------------------|
| A | From | Details of the supplier providing the Goods or Service. | | 256 | alphanumeric | | Goods & Services |
| B | Unique Identifier (UOI, URRR or EUPI) | Unique Order Identifier (UOI) Produced by the Contracting, Purchasing and Finance (CP&F) electronic procurement tool for non inventory Purchase Orders | The identifier that CP&F uses to uniquely identify a specific shipment within a Purchase Order Line. These fields are joined together in the UOI. This field should be provided in both Bar Code Symbology 39 and human readable text. | 30 | Alphanumeric and Bar Code Symbology 39 | The PO Number, PO Line Number and PO Shipment Number are separated by the forward slash character '/' If the PO Number is for a Blanket Purchase Agreement (BPA) then the format of the Number is: BPA Number and BPA Release Number delimited by the hyphen character '-'. Example of a UOI for a BPA: <i>123456-1234/12345/1234</i> If the PO Number is for a Standard PO and Contract Purchase Agreement (CPA) then the format of the Number is: Numeric Example of a UOI for a Standard PO or CPA: <i>23456/12345/1234</i> | Goods & Services |

| Field | Field Name | Field Description | | Field Size | Data Type | Format | Mandatory for: |
|-------|------------|---|---|------------|--|--|--------------------|
| | | Unique Receipt Reference Identifier (URRI) Produced by CP&F for Inventory Orders | An alpha/numeric sequence that links the item received to original Purchase Order/Dues-In. For each full or part item delivery the Trading Partner will add an alpha suffix to the Unique Receipt Reference Number. | 6 | This attribute is provided in both Bar Code 39 and human readable text format. | 5 or 6 alphanumeric in the following formats: For deliveries to Sea: Sxxxxxa e.g. S1234AA For deliveries to Land: Lxxxxxa e.g. L1234BA For deliveries to Air: xxxxxA e.g. 12345A | Goods and Services |
| | | Electronic Business Capability Unique Package Identifier (EUPI) | An alphanumeric sequence generated by the supplier. | 12 | alphanumeric | | Goods |
| C | Via | Intermediate Address responsible for forwarding the package to the final destination. The address to which the supplier should send the delivery if filled in. | | 256 | alphanumeric | | Goods and Services |

| Field | Field Name | Field Description | Field Size | Data Type | Format | Mandatory for: |
|-------|-------------------------|---|------------|---------------------------|---|--------------------|
| D | To | <p>The Final Address to which the package shall be delivered or, in the case of a service, the address of the receiving authority.</p> <p>Unit name Delivery Address 1 Delivery Address 2 Delivery Address 3 Delivery Address 4 Delivery Address 5 Delivery Address Post Code Country</p> | 256 | alphanumeric | | Goods and Services |
| E | Demand / Task Reference | <p>Orders from CP&F (Where the Unique Identifier is either the UOI or URRI)</p> <p>Contract Number identifying the MoD contract placed on a supplier responsible for the supply of specific goods</p> <p><i>And if an inventory order</i></p> | 12 | alphanumeric | | Goods and Services |
| | | <p>Inventory Orders from CP&F (where the Unique Identifier is the URRI)</p> <p>Order Number identifying Purchase Order / warrant Order / Requisition placed against an Enabling Contract for the delivery of goods against that Contract.</p> <p>This attribute is provided in both Bar Code 39 and human readable test format.</p> | 20 | alphanumeric & Barcode 39 | | Goods |
| | | <p>Non CP&F electronic Orders (Where the Unique Identifier is the EUPI)</p> | 8+5+6+6 | alphanumeric | DDMMYYYY + 12345678 + 12345 + 123456 + 123456 | Goods |

| Field | Field Name | Field Description | Field Size | Data Type | Format | Mandatory for: |
|-------|---------------------|---|------------|----------------------|------------|--------------------|
| F | Description | Description of the item or service as defined in the contract. | 240 | alphanumeric | | Goods and Services |
| G | RDD | Required Delivery Date (RDD) that the package is required at the demander's point of delivery. | 8 | numeric | DD/MM/YYYY | Goods |
| H | SPC | The Standard Priority Code denoting at what speed the package should be handled within MoD Supply Chain. | 2 | numeric | | Goods |
| J | UN Haz Code | UN Hazard Class. Denotes the potential hazard of the items within the package References: DEFCON 68 and DEFCON 129 | 2 | alphanumeric | | Goods |
| K | Date Shipped | Date package dispatched from the supplier or service provided. | 8 | Numeric | DD/MM/YYYY | Goods and Services |
| L | Batch Number | Batch Production Number indicated on the goods if required | | | | Goods |
| M | Piece Number | The specific number of the package as a constituent of a number of packages delivered to complete one order. i.e. 1 of 1, 2 of 2 or 4 of 10 | 6 | alphanumeric | | Goods |
| N | Weight | The gross weight of the package in metric format. | 8 | numeric | | Goods |
| P | Dimensions | The size of the package in L x B x H in metric format | 15 | alphanumeric | | Goods |
| Q | NSN | The NATO Stock number. The NATO supply Classification code (NSC), Nation Code (NC) and Item Identity Number (IIN) that denotes the unique identification of a line item | 13 | numeric & Barcode 39 | | Goods |

| Field | Field Name | Field Description | Field Size | Data Type | Format | Mandatory for: |
|-------|----------------------------|---|------------|--------------|--------|----------------|
| | | within the inventory system. This 13 character attribute (NSC 4, NC2, IIN 7) is provided in both Barcode 39 and human readable test format. | | | | |
| R | IMC/DMC | The Inventory Management Code (IMC) / Domestic management Code (DMC) code given to a range of like or linked items managed by MoD Inventory manager | 6 | alphanumeric | | Goods |
| S | DofQ | Denomination of Quantity of the items in the package | 2 | alphanumeric | | Goods |
| T | Qty in Package | The total quantity of the item contained within the package | 7 | numeric | | Goods |
| T | Total This Delivery | The total quantity of the item being delivered for a specific order shipment | 9 | numeric | | Goods |