



Ministry
of Defence



Defence Equipment & Support

Provision of Post Design Services to the Viking Glider

Contract No: 700009024

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Standardised Contracting Terms

SC2

GENERAL CONDITIONS

1. General

- a. The defined terms in the Contract shall be as set out in Schedule 1.
- b. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- c. The Contractor warrants and represents, that:
 - (1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;
 - (2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;
 - (3) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
 - (4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.
- d. Unless the context otherwise requires:
 - (1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
 - (2) The words "include", "includes", "including" and "included" are to be construed as if they were immediately followed by the words "without limitation", except where explicitly stated otherwise.
 - (3) The expression "person" means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
 - (4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.
 - (5) The heading to any Contract provision shall not affect the interpretation of that provision.
 - (6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
 - (7) Unless excluded within the Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.

2. Duration of Contract

This Contract comes into effect on the Effective Date of Contract and will expire automatically on the date identified in Schedule 3 (Contract Data Sheet) unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

3. Entire Agreement

This Contract 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.

4. Governing Law

- a. Subject to clause 4.d, the Contract shall be considered as a contract made in England and subject to English Law.
- b. Subject to clause 4.d and 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
- c. Subject to clause 4.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under English jurisdiction.
- d. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:
 - (1) Clause 4.a, 4.b and 4.c shall be amended to read:
 - "a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.
 - b. Subject to Condition 40 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.
 - c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this Condition 4 and for the enforcement of any judgment, order or award given under Scottish jurisdiction."
 - Clause 40.b shall be amended to read:
 - "In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010."
- e. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
- f. Each Party agrees with each other Party that the provisions of this Condition 4 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
- g. Where the Contractor's place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply)

arising out of or relating to the Contract or any issue connected therewith.

5. Precedence

- a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:
- (1) Conditions 1 - 51 (and applicable DEFCONs, if included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);
 - (2) Schedule 2 (Schedule of Requirements) and Schedule 8 (Acceptance Procedure);
 - (3) the remaining Schedules; and
 - (4) any other documents expressly referred to in the Contract.
- b. If either Party becomes aware of any inconsistency within or between the documents referred to in clause 5.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause 5.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with Condition 40 (Dispute Resolution).

6. Amendments to Contract

- a. Except as provided in Condition 31 all amendments to this Contract shall be serially numbered, in writing, issued only by the Authority's Representative (Commercial), and agreed by both Parties.
- b. Where the Authority or the Contractor wishes to introduce a change which is not minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Contract Change Control Procedure) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause 6.a above has been issued.

7. Variations to Specification

- a. The Authority's Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in Condition 6 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority's Notice, unless otherwise specified.
- b. Any variations that cause a change to:
- (1) fit, form, function or characteristics of the Contractor Deliverables;
 - (2) the cost;
 - (3) Delivery Dates;
 - (4) the period required for the production or completion; or
 - (5) other work caused by the alteration,
- shall be the subject to Condition 6 (Amendments to Contract). Each amendment under Condition 6 shall be classed as a formal change.

8. Authority Representatives

- a. Any reference to the Authority in respect of:
- (1) the giving of consent;
 - (2) the delivering of any Notices; or
 - (3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority, shall be deemed to be references to the Authority's Representatives in accordance with this Condition 8.
- b. The Authority's Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of the Authority's Representatives which is authorised by the Contract as being expressly authorised by the Authority and the

Contractor shall not be required to determine whether authority has in fact been given.

c. In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with Condition 6 (Amendments to Contract).

9. Severability

a. If any provision of the Contract is held to be invalid, illegal or unenforceable to any extent then:

(1) such provision shall (to the extent that it is invalid, illegal or unenforceable) be given no effect and shall be deemed not to be included in the Contract but without invalidating any of the remaining provisions of the Contract; and

(2) the Parties shall use all reasonable endeavours to replace the invalid, illegal or unenforceable provision by a valid, legal and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

10. Waiver

a. No act or omission of either Party shall by itself amount to a waiver of any right or remedy unless expressly stated by that Party in writing. In particular, no reasonable delay in exercising any right or remedy shall by itself constitute a waiver of that right or remedy.

b. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

11. Assignment of Contract

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

12. Third Party Rights

Notwithstanding anything to the contrary elsewhere in the Contract, no right is granted to any person who is not a Party to the Contract to enforce any term of the Contract in its own right and the Parties to the Contract declare that they have no intention to grant any such right.

13. Transparency

a. Subject to clause 13.b but notwithstanding Condition 14 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause 13.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 5 – Contractor's Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 13.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Condition 13 shall affect the Contractor's rights at law.

14. Disclosure of Information

a. Subject to clauses 14.d, 14.e, 14.h and Condition 13 each Party:

(1) shall treat in confidence all Information it receives from the other;

(2) shall not disclose any of that Information to any third party without the prior written consent of the other Party, which consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract;

(3) shall not use any of that Information otherwise than for the purpose of the Contract; and

- (4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
- (1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and
 - (2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.
- c. The Contractor shall ensure that its employees are aware of the Contractor's arrangements for discharging the obligations at clauses 14.a and 14.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.
- d. Clauses 14.a and 14.b shall not apply to any Information to the extent that either Party:
- (1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or
 - (3) can show:
 - (a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;
 - (c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or
 - (d) from its records that the same Information was derived independently of that received under or in connection with the Contract;provided that the relationship to any other Information is not revealed.
- e. Neither Party shall be in breach of this Condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- f. The Authority may disclose the Information:
- (1) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include: disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
 - (2) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - (3) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - (4) on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
 - (5) on a confidential basis for the purpose of the exercise of its rights under the Contract; or
 - (6) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;
- and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no

less stringent than those placed on the Authority under this Condition.

g. Before sharing any Information in accordance with clause 14.f, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

h. The Authority shall not be in breach of the Contract where disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 (the "Act") or the Environmental Information Regulations 2004 (the "Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

i. Nothing in this Condition shall affect the Parties' obligations of confidentiality where Information is disclosed orally in confidence.

15. Publicity and Communications with the Media

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

16. Change of Control of Contractor

a. The Contractor shall notify the Representative of the Authority at the address given in clause 16.b, as soon as practicable, in writing of any intended, planned or actual change in control of the Contractor. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Contractor in the UK or other jurisdictions where the Contractor may be subject to legal sanction arising from issuing such a notice.

b. Each notice of change of control shall be taken to apply to all contracts with the Authority. Notices shall be submitted to:

Mergers & Acquisitions Section
Strategic Supplier Management Team
Spruce 3b # 1301
MOD Abbey Wood,
Bristol, BS34 8JH

The Representative of the Authority shall consider the notice of change of control and advise the Contractor in writing of any concerns the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

c. The Authority may terminate the Contract by giving written notice to the Contractor within six months of the Authority being notified in accordance with clause 16.a. The Authority shall act reasonably in exercising its right of termination under this Condition.

d. If the Authority exercises its right to terminate in accordance with clause 16.c the Contractor shall be entitled to request the Authority to consider making a payment representing any commitments, liabilities or expenditure incurred by the Contractor in connection with the Contract up to the point of termination. Such commitments, liabilities or expenditure shall be reasonably and properly chargeable by the Contractor, and shall otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any payment under this clause 16.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority's sole discretion.

e. Notification by the Contractor of any intended, planned or actual change of control shall not prejudice the existing rights of the Authority or the Contractor under the Contract nor create or imply any rights of either the Contractor or the Authority additional to the

Authority's rights set out in this Condition.

17. Environmental Requirements

The Contractor shall in all its operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The Contractor shall provide evidence of so doing to the Authority on demand.

18. Contractor's Records

- a. The Contractor and its sub-contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.
- b. The Contractor and its sub-contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:
 - (1) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
 - (2) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- c. With regard to the records made available to the Authority under clause 18.a. of this Condition, and subject to the provisions of SC2 conditions of contract clause 14, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Representative of the Authority, as the Authority may require.
- d. Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:
 - (1) the end of the Contract term;
 - (2) termination of the Contract; or
 - (3) the final payment

whichever occurs latest.

19. Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's Representative, and to the address set out in Schedule 3 (Contract Data Sheet);
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

20. Progress Monitoring, Meetings and Reports

- a. The Contractor shall attend progress meetings at the frequency or times (if any)

specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor's Representatives are suitably qualified to attend such meetings.

b. The Contractor shall submit progress reports to the Authority's Representatives at the times and in the format (if any) specified in Schedule 3 (Contract Data Sheet). The reports shall detail as a minimum:

- (1) performance/Delivery of the Contractor Deliverables;
- (2) risks and opportunities;
- (3) any other information specified in Schedule 3 (Contract Data Sheet); and
- (4) any other information reasonably requested by the Authority.

SUPPLY OF CONTRACTOR DELIVERABLES

21. Supply of Contractor Deliverables and Quality Assurance

a. The Contractor shall provide the Contractor Deliverables to the Authority, in accordance with the Schedule of Requirements and the Specification, and shall allocate sufficient resource to the provision of the Contractor Deliverables to enable it to comply with this obligation.

b. The Contractor shall:

- (1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables; and
- (2) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause 21.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

- (1) observe, and ensure that the Contractor's Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises;
- (2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and
- (3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

22. Marking of Contractor Deliverables

a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in Schedule 3 (Contract Data Sheet), if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number specified in Schedule 2 (Schedule of Requirements).

b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

c. The marking shall include any serial numbers allocated to the Contractor Deliverable.

d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Condition 23 (Packaging and Labelling (excluding Contractor Deliverables containing Munitions)).

23. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)

a. Packaging responsibilities are as follows:

- (1) The Contractor shall be responsible for providing Packaging which fully complies with the requirements of the Contract.
- (2) The Authority shall indicate in the Contract the standard or level of Packaging required for each Contractor Deliverable, including the Primary Packaging Quantity (PPQ). If a standard or level of Packaging (including the PPQ) is not indicated in the Contract, the Contractor shall request such instructions from the Authority before proceeding further.

- (3) The Contractor shall ensure all relevant information necessary for the effective performance of the Contract is made available to all subcontractors.
- (4) Where the Contractor or any of their subcontractors have concerns relating to the appropriateness of the Packaging design and or MPL prior to manufacture or supply of the Contractor Deliverables they shall use DEFFORM 129B to feedback these concerns to the Contractor or Authority, as appropriate.
- b. The Contractor shall supply Commercial Packaging meeting the standards and requirements of Def Stan 81-041 (Part 1). In addition the following requirements apply:
 - (1) The Contractor shall provide Packaging which:
 - (a) will ensure that each Contractor Deliverable may be transported and delivered to the consignee named in the Contract in an undamaged and serviceable condition; and
 - (b) is labelled to enable the contents to be identified without need to breach the package; and
 - (c) is compliant with statutory requirements and this Condition.
 - (2) The Packaging used by the Contractor to supply identical or similar Contractor Deliverables to commercial customers or to the general public (i.e. point of sale packaging) will be acceptable, provided that it complies with the following criteria:
 - (a) reference in the Contract to a PPQ means the quantity of a Contractor Deliverable to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;
 - (b) Robust Contractor Deliverables, which by their nature require minimal or no packaging for commercial deliveries, shall be regarded as "PPQ packages" and shall be marked in accordance with Clauses 23.i to 23.l. References to "PPQ packages" in subsequent text shall be taken to include Robust Contractor Deliverables; and
 - (c) for ease of handling, transportation and delivery, packages which contain identical Contractor Deliverables may be bulked and overpacked, in accordance with clauses 23.i to 23.k.
- c. The Contractor shall ascertain whether the Contractor Deliverables being supplied are, or contain, Dangerous Goods, and shall supply the Dangerous Goods in accordance with:
 - (1) The Health and Safety At Work Act 1974 (as amended);
 - (2) The Classification Hazard Information and Packaging for Supply Regulations (CHIP4) 2009 (as amended);
 - (3) The REACH Regulations 2007 (as amended); and
 - (4) The Classification, Labelling and Packaging Regulations (CLP) 2009 (as amended).
- d. The Contractor shall package the Dangerous Goods as limited quantities, excepted quantities or similar derogations, for UK or worldwide shipment by all modes of transport in accordance with the regulations relating to the Dangerous Goods and:
 - (1) The Safety Of Lives At Sea Regulations (SOLAS) 1974 (as amended); and
 - (2) The Air Navigation Order.
- e. As soon as possible, and in any event no later than one month before delivery is due, the Contractor shall provide a Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 (as amended) and the Health and Safety At Work Act 1974 (as amended) and in accordance with Condition 24 (Supply of Hazardous Materials or Substances in Contractor Deliverables).
- f. The Contractor shall comply with the requirements for the design of MLP which include clauses 23.f and 23.g as follows:
 - (1) Where there is a requirement to design UK or NATO MLP, the work shall be undertaken by an MPAS registered organisation, or one that although non-registered is able to demonstrate to the Authority that its quality systems and military package design expertise are of an equivalent standard.
 - (a) The MPAS certification (for individual designers) and registration (for organisations) scheme details are available from:
DES SEOC SCP-SptEng-Pkg

MOD Abbey Wood
Bristol, BS34 8JH
Tel. +44(0)30679-35353
DESSEOCSCP-SptEng-PKg@mod.uk

- (b) The MPAS Documentation is also available on the DStan website.
- (2) MLP shall be designed to comply with the relevant requirements of Def Stan 81-041, and be capable of meeting the appropriate test requirements of Def Stan 81-041 (Part 3). Packaging designs shall be prepared on a SPIS, in accordance with Def Stan 81-041 (Part 4).
- (3) The Contractor shall ensure a search of the SPIS index (the 'SPIN') is carried out to establish the SPIS status of each requirement (using DEFFORM 129a 'Application for Packaging Designs or their Status').
- (4) New designs shall not be made where there is an existing usable SPIS, or one that may be easily modified.
- (5) Where there is a usable SFS, it shall be used in place of a SPIS design unless otherwise stated by the Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information on to SPIN in Adobe PDF.
- (6) All SPIS, new or modified (and associated documentation), shall, on completion, be uploaded by the Contractor on to SPIN. The format shall be Adobe PDF.
- (7) Where it is necessary to use an existing SPIS design, the Contractor shall ensure the Packaging manufacturer is a registered organisation in accordance with clause 23.f(1) above, or if un-registered, is compliant with MPAS ANNEX A Supplement (Code) M. The Contractor shall ensure, as far as possible, that the SPIS is up to date.
- (8) The documents supplied under clause 23.f(6) shall be considered as a contract data requirement and be subject to the terms of DEFCON 15 and DEFCON 21.
- g. Unless otherwise stated in the Contract, one of the following procedures for the production of new or modified SPIS designs shall be applied:
- (1) If the Contractor or their subcontractor is the PDA they shall:
- (a) On receipt of instructions received from the Authority's representative nominated in Box 2 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet), prepare the required package design in accordance with clause 23.f.
- (b) Where the Contractor or their subcontractor is registered they shall, on completion of any design work, provide the Authority with the following documents electronically:
- i. a list of all SPIS which have been prepared or revised against the Contract; and
- ii. a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.
- (c) Where the PDA is not a registered organisation, then they shall obtain approval for their design from a registered organisation before proceeding, then follow clause 23.g(1)(b).
- (2) Where the Contractor or their subcontractor is not the PDA and is un-registered, they shall not produce, modify, or update SPIS designs. They shall obtain current SPIS design(s) from the Authority or a registered organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they should apply for SPIS designs as soon as practicable.
- (3) Where the Contractor or their subcontractor is un-registered and has been given authority to produce, modify, and update SPIS designs by the Contract, he shall obtain approval for their design from a registered organisation using DEFFORM 129a before proceeding, then follow clause 23.g(1)(b).
- (4) Where the Contractor or their subcontractor is not a PDA but is registered, he

shall follow clauses 23.g(1)(a) and 23.g(1)(b).

h. If special jigs, tooling etc., are required for the production of MLP, the Contractor shall obtain written approval from the Commercial Officer before providing them. Any approval given will be subject to the terms of DEFCON 23 (SC2) or equivalent condition, as appropriate.

i. In addition to any marking required by international or national legislation or regulations, the following package labelling and marking requirements apply:

(1) If the Contract specifies UK or NATO MPL, labelling and marking of the packages shall be in accordance with Def Stan 81-041 (Part 6) and this Condition as follows:

(a) Labels giving the mass of the package, in kilograms, shall be placed such that they may be clearly seen when the items are stacked during storage.

(b) Each consignment package shall be marked with details as follows:

i. name and address of consignor;

ii. name and address of consignee (as stated in the Contract or order);

iii. destination where it differs from the consignee's address, normally either:

(i). delivery destination / address; or

(ii). transit destination, where delivery address is a point for aggregation / disaggregation and / or onward shipment elsewhere, e.g. railway station, where that mode of transport is used;

iv. the unique order identifiers and the CP&F Delivery Label / Form which shall be prepared in accordance with DEFFORM 129J.

(i). If aggregated packages are used, their consignment marking and identification requirements are stated at clause 23.l.

(2) If the Contract specifies Commercial Packaging, an external surface of each PPQ package and each consignment package, if it contains identical PPQ packages, shall be marked, using details of the Contractor Deliverables as shown in the Contract schedule, to state the following:

(a) description of the Contractor Deliverable;

(b) the full thirteen digit NATO Stock Number (NSN);

(c) the PPQ;

(d) maker's part / catalogue, serial and / or batch number, as appropriate;

(e) the Contract and order number when applicable;

(f) the words "Trade Package" in bold lettering, marked in BLUE in respect of trade packages, and BLACK in respect of export trade packages;

(g) shelf life of item where applicable;

(h) for rubber items or items containing rubber, the quarter and year of vulcanisation or manufacture of the rubber product or component (marked in accordance with Def Stan 81-041);

(i) any statutory hazard markings and any handling markings, including the mass of any package which exceeds 3kg gross; and

(j) any additional markings specified in the Contract.

j. Bar code marking shall be applied to the external surface of each consignment package and to each PPQ package contained therein. The default symbology shall be as specified in Def Stan 81-041 (Part 6). As a minimum the following information shall be marked on packages:

(1) the full 13-digit NSN;

(2) denomination of quantity (D of Q);

(3) actual quantity (quantity in package);

(4) manufacturer's serial number and / or batch number, if one has been allocated; and

(5) the CP&F-generated unique order identifier.

- k. Requirements for positioning bar codes in relation to related text, as well as positioning on package etc., are defined in Def Stan 81-041 (Part 6). If size of the bar code does not allow a label to be directly attached, then a tag may be used. Any difficulties over size or positioning of barcode markings shall initially be referred to the organisation nominated in Box 3 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet).
- l. The requirements for the consignment of aggregated packages are as follows:
- (1) With the exception of packages containing Dangerous Goods, over-packing for delivery to the consignee shown in the Contract may be used by the consignor to aggregate a number of packages to different Packaging levels, provided that the package contains Contractor Deliverables of only one NSN or class group. Over-packing shall be in the cheapest commercial form consistent with ease of handling and protection of over-packed items.
 - (2) Two adjacent sides of the outer container shall be clearly marked to show the following:
 - (a) class group number;
 - (b) name and address of consignor;
 - (c) name and address of consignee (as stated on the Contract or Order);
 - (d) destination if it differs from the consignee's address, normally either:
 - i. delivery destination / address; or
 - ii. transit destination, if the delivery address is a point of aggregation / disaggregation and / or onward shipment e.g. railway station, where that mode of transport is used;
 - (e) where applicable, the reference number of the delivery note produced by CP&F relating to the contents. The consignee's copy of each delivery note shall be placed in the case / container. If the Contractor Deliverables listed in the delivery note are packed in several cases, the consignee's copy shall be placed in the first case and a separate list detailing the contents shall be prepared for each case after the first and placed in the case to which it relates. Each case is to be numbered to indicate both the number of the case and the total number of cases concerned e.g. 1/3, 2/3, 3/3;
 - (f) the CP&F-generated shipping label; and
 - (g) any statutory hazard markings and any handling markings.
- m. Authorisation of the Contractor to undertake Packaging design, or to use a packaging design, that was not part of the original requirement under the Contract, shall be considered as an alteration to the specification in accordance with Condition 7 (Variations to Specification).
- n. The Contractor shall ensure that timber and wood-containing products supplied under the Contract comply with the provisions of Condition 25 (Timber and Wood-Derived Products) and Annex I and Annex II of the International Standards for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 (ISPM 15).
- o. All Packaging shall meet the requirements of the Packaging (Essential Requirements) Regulations 2003 (as amended) where applicable.
- p. In any design work the Contractor shall comply with the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (as amended) or equivalent legislation. Evidence of compliance shall be a contractor record in accordance with Condition 18 (Contractor's Records).
- q. This Condition is concerned with the supply of Packaging suitable to protect and ease handling, transport and storage of specified items. Where there is a failure of suitable Packaging (a design failure), or Packaging fails and this is attributed to the Packaging supplier, then the supplier shall be liable for the cost of replacing the Packaging.
- r. Liability for other losses resulting from Packaging failure or resulting from damage to Packaging, (such as damage to the packaged item etc.), shall be specified elsewhere in the Contract.
- s. General requirements for service Packaging, including details of UK and NATO MLP and Commercial Packaging descriptions, are contained in Def Stan 81-041 (Part 1) "Packaging of Defence Materiel". Def Stans, NATO Standardisation Agreements

(STANAGs), and further information are available from the DStan internet site at:

<https://www.dstan.mod.uk/>

t. Unless specifically stated otherwise in the invitation to tender or the Contract, reference to any standard including Def Stans or STANAGs in any invitation to tender or Contract document means the edition and all amendments extant at the date of such tender or Contract.

u. In the event of conflict between the Contract and Def Stan 81-041, the Contract shall take precedence.

24. Supply of Hazardous Materials or Substances in Contractor Deliverables

a. The Contractor shall provide to the Authority:

(1) for each hazardous material or substance supplied, a Safety Data Sheet (SDS) in accordance with the extant Chemicals (Hazard Information and Packaging for Supply) Regulations (CHIP) and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable), and

(2) for each Contractor Deliverable containing hazardous materials or substances, safety information as required by the Health and Safety at Work, etc Act 1974, at the time of supply.

Nothing in this Condition shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.

b. If the Contractor Deliverable contains hazardous materials or substances, or is a substance falling within the scope of the REACH Regulation (EC) No 1907/2006:

(1) the Contractor shall provide to the Authority an SDS for the substance in accordance with the Regulation. If the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS and forward it to the Authority and to the address listed in clause 24.h below, and

(2) the Authority, if it becomes aware of new information regarding the hazardous properties of the substance, or any other information that might call into question the appropriateness of the risk management measures identified in the SDS supplied, shall report this information in writing to the Contractor.

c. If the Contractor is required, under, or in connection with the contract, to supply Contractor Deliverables or components of Contractor Deliverables that, in the course of their use, maintenance, disposal, or in the event of an accident, may release hazardous materials or substances, they shall provide to the Authority a list of those hazardous materials or substances, and for each hazardous material or substance listed, provide an SDS.

d. The Contractor shall provide to the Authority a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements) in accordance with Schedule 3 (Contract Data Sheet).

e. If the Contractor Deliverables, materials or substances are ordnance, munitions or explosives, in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 (whichever is applicable) and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.

f. If the Contractor Deliverables, materials or substances are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, the Contractor shall additionally provide details of:

(1) activity;

(2) the substance and form (including any isotope);

g. If the Contractor Deliverables, materials or substances have magnetic properties, the Contractor shall additionally provide details of the magnetic flux density at a defined distance, for the condition in which it is packed.

h. Any SDS to be provided in accordance with this Condition, including any related information to be supplied in compliance with the Contractor's statutory duties under Clause 24.a, any information arising from the provisions of Clauses 24.e, 24.f and 24.g and the completed Schedule 6, shall be sent directly to the Authority's Representative (Commercial) as soon as practicable, and no later than one (1) month prior to the Contract delivery date,

unless otherwise stated in Schedule 3 (Contract Data Sheet). In addition, so that the safety information can reach users without delay, a copy shall be sent preferably as an email with attachment(s) in Adobe PDF or MS WORD format, or, if only hardcopy is available, to the addresses below:

(1) Hard copies to be sent 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

(2) Emails to be sent to:
DSA-DLSR-MovTpt-DGHSIS@mod.uk

i. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Contractor Deliverables. Any withholding of information concerning hazardous Contractor Deliverables, materials or substances shall be regarded as a material breach of Contract under Condition 43 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Condition 43 (Material Breach).

25. Timber and Wood-Derived Products

a. All Timber and Wood-Derived Products supplied by the Contractor under the Contract:

- (1) shall comply with the Contract Specification; and
- (2) must originate either:
 - (a) from a Legal and Sustainable source; or
 - (b) from a FLEGT-licensed or equivalent source.

b. In addition to the requirements of clause 25.a, all Timber and Wood-Derived Products supplied by the Contractor under the Contract shall originate from a forest source where management of the forest has full regard for:

- (1) identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- (2) mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- (3) safeguarding the basic labour rights and health and safety of forest workers.

c. If requested by the Authority, the Contractor shall provide to the Authority Evidence that the Timber and Wood-Derived Products supplied to the Authority under the Contract comply with the requirements of clause 25.a or 25.b or both.

d. The Authority reserves the right at any time during the execution of the Contract and for a period of five (5) years from final Delivery under the Contract to require the Contractor to produce the Evidence required for the Authority's inspection within fourteen (14) days of the Authority's request.

e. If the Contractor has already provided the Authority with the Evidence required under clause 25.c, the Contractor may satisfy these requirements by giving details of the previous notification and confirming the Evidence remains valid and satisfies the provisions of clauses 25.a or 25.b or both.

f. The Contractor shall maintain records of all Timber and Wood-Derived Products delivered to and accepted by the Authority, in accordance with Condition 18 (Contractor's Records).

g. Notwithstanding clause 25.c, if exceptional circumstances render it strictly impractical for the Contractor to record Evidence of proof of timber origin for previously used Recycled Timber, the Contractor shall support the use of this Recycled Timber with:

- (1) a record tracing the Recycled Timber to its previous end use as a standalone object or as part of a structure; and
- (2) an explanation of the circumstances that rendered it impractical to record

- Evidence of proof of timber origin.
- h. The Authority may disclose the Information:
- (1) The Authority reserves the right to decide, except where in the Authority's opinion the timber supplied is incidental to the requirement and from a low risk source, whether the Evidence submitted to it demonstrates compliance with clause 25.a or 25.b, or both. In the event that the Authority is not satisfied, the Contractor shall commission and meet the costs of an Independent Verification and resulting report that will:
 - (2) verify the forest source of the timber or wood; and
 - (3) assess whether the source meets the relevant criteria of clause 25.b.
- i. The statistical reporting requirement at clause 25.j applies to all Timber and Wood-Derived Products delivered under the Contract. The Authority reserves the right to amend the requirement for statistical reporting, in the event that the UK Government changes the requirement for reporting compliance with the Government Timber Procurement Policy. Amendments to the statistical reporting requirement will be made in accordance with Condition 6 (Amendments to Contract).
- j. The Contractor shall provide to the Authority, a completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), the data or Information the Authority requires in respect of Timber and Wood-Derived Products delivered to the Authority under the Contract, or in respect of each Order in the case of a Framework Agreement, or at such other frequency as stated in the Contract. The Contractor shall send all completed Schedule 7s (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), including Nil Returns where appropriate, to the Authority's Representative (Commercial).
- k. The Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) may be amended by the Authority from time to time, in accordance with Condition 6 (Amendments to Contract).
- l. The Contractor shall obtain any wood, other than processed wood, used in Packaging from:
- (1) companies that have a full registered status under the Forestry Commission and Timber Packaging and Pallet Confederation's UK Wood Packaging Material Marking Programme (more detailed information can be accessed at www.forestry.gov.uk) and all such wood shall be treated for the elimination of raw wood pests and marked in accordance with that Programme; or
 - (2) sources supplying wood treated and marked so as to conform to Annex I and Annex II of the International Standard for Phytosanitary Measures, "Guidelines for Regulating Wood Packaging Material in International Trade", Publication No 15 published by the Food and Agricultural Organisation of the United Nations (ISPM15) (more detailed information can be accessed at www.fao.org).

26. Certificate of Conformity

- a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) in accordance with Schedule 2 (Schedule of Requirements) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority's Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.
- b. The Contractor shall consider the CofC to be a record in accordance with Condition 18 (Contractor's Records).
- c. The Information provided on the CofC shall include:
- (1) Contractor's name and address;
 - (2) Contractor unique CofC number;
 - (3) Contract number and where applicable Contract amendment number;
 - (4) details of any approved concessions;
 - (5) acquirer name and organisation;
 - (6) Delivery address;
 - (7) Contract Item Number from Schedule 2 (Schedule of Requirements);
 - (8) description of Contractor Deliverable, including part number, specification and configuration status;

- (9) identification marks, batch and serial numbers in accordance with the Specification;
- (10) quantities;
- (11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

Exceptions or additions to the above are to be documented.

d. Where Schedule 2 (Schedule of Requirements) and any applicable Quality Plan require demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause 26.c. The Contractor shall ensure that this Information is available to the Authority through the supply chain upon request in accordance with Condition 18 (Contractor Records).

27. Access to Contractor's Premises

a. The Contractor shall provide to the Authority's Representatives following reasonable Notice, relevant accommodation/facilities, at no direct cost to the Authority, and all reasonable access to its premises for the purpose of monitoring the Contractor's progress and quality standards in performing the Contract.

b. As far as reasonably practical, the Contractor shall ensure that the provisions of clause 27.a. are included in their subcontracts with those suppliers identified in the Contract. The Authority, through the Contractor, shall arrange access to such subcontractors.

28. Delivery / Collection

a. Schedule 3 (Contract Data Sheet) shall specify whether the Contractor Deliverables are to be Delivered to the Consignee by the Contractor or Collected from the Consignor by the Authority.

b. Where the Contractor Deliverables are to be Delivered by the Contractor (or a third party acting on behalf of the Contractor), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;
- (2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) be responsible for all costs of Delivery; and
- (5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2 (Schedule of Requirements) by the Delivery Date between the hours agreed by the Parties.

c. Where the Contractor Deliverables are to be Collected by the Authority (or a third party acting on behalf of the Authority), the Contractor shall, unless otherwise stated in writing:

- (1) contact the Authority's Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;
- (2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);
- (3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions;
- (4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet)) by the Delivery Date between the hours agreed by the Parties; and

- (5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority's Representative (Transport).
- d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:
- (1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause 28.b; or
- (2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause 28.c.

29. Acceptance

- a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 8 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:
- (1) the Authority does any act in relation to the Contractor Deliverable which is inconsistent with the Contractor's ownership; or
- (2) the time limit in which to reject the Contractor Deliverables defined in clause 30.b has elapsed.

30. Rejection

- a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor's risk and cost.
- b. Rejection of any of the Contractor Deliverables under clause 30.a shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within thirty (30) Business Days.

31. Diversion Orders

- a. The Authority shall notify the Contractor at the earliest practicable opportunity if it becomes aware that a Contractor Deliverable is likely to be subject to a Diversion Order.
- b. The Authority may issue a Diversion Order for the urgent delivery of the Contractor Deliverables identified in it. These Contractor Deliverables are to be delivered by the Contractor using the quickest means available as agreed by the Authority.
- c. The Authority reserves the right to cancel the Diversion Order.
- d. If the terms of the Diversion Order are unclear, the Contractor shall immediately contact the Representative of the Authority who issued it for clarification and/or further instruction.
- e. If the Diversion Order increases the quantity of Contractor Deliverables beyond the scope of the Contract, it is to be returned immediately to the Authority's Commercial Officer with an appropriate explanation.
- f. The Contractor shall be entitled to reasonable additional delivery and packaging costs incurred in complying with the Diversion Order or cancellation. Claims are to be submitted by the Contractor to the Authority's Commercial Officer together with applicable receipts and agreed as an amendment to the Contract in accordance with Condition 6 (Amendments to Contract). The Contractor shall comply with the requirements of the Diversion Order upon receipt of the Diversion Order.

32. Self-to-Self Delivery

Where it is stated in Schedule 3 (Contract Data Sheet) that any Contractor Deliverable is to be Delivered by the Contractor to its own premises, or to those of a Subcontractor ('self-to-self delivery'), the risk in such a Contractor Deliverable shall remain vested in the Contractor until such time as it is handed over to the Authority.

LICENCES AND INTELLECTUAL PROPERTY

33. Import and Export Licences

- a. 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. The Authority shall provide the Contractor with sufficient

information, certification, documentation and other reasonable assistance in obtaining any necessary UK import or export licence.

b. When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements. Where the Contractor is the applicant for the licence or authorisation the Contractor shall:

(1) ensure that when end use or end user restrictions, or both, apply to all or part of any Contractor Deliverable (which for the purposes of this Condition shall also include information, technical data and software), the Contractor, unless otherwise agreed with the Authority, shall identify in the application:

(a) the end user as: Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "HM Government"); and

(b) the end use as: For the Purposes of HM Government; and

(2) include in the submission for the licence or authorisation a statement that "information on the status of processing this application may be shared with the Ministry of Defence of the United Kingdom".

c. If the Contractor or any subcontractor in the performance of the Contract needs to export materiel not previously supplied by or on behalf of the Authority for which an export licence or import licence or authorisation from a foreign government is required, the responsibility for instituting expeditious action to apply for and obtain the licence shall rest with the Contractor or that subcontractor. For the purposes of this Condition materiel shall mean information, technical data and items, including Contractor Deliverables, components of Contractor Deliverables and software.

d. Where the Contract performance requires the export of materiel for which a foreign export licence or import licence or authorisation is required, the Contractor shall include the dependencies for the export licence or import licence or authorisation application, grant and maintenance in the Contract risk register and in the risk management plan for the Contract, with appropriate review points. Where there is no requirement under the Contract for a risk management plan the Contractor shall submit this information to the Authority's representative.

e. During the term of the Contract and for a period of up to 2 years from completion of the Contract, the Authority may make a written request to the Contractor to seek a variation to the conditions to a foreign export licence or import licence or authorisation to enable the Authority to re-export or re-transfer a licensed or authorised item or licensed or authorised information from the UK to a non-licensed or unauthorised third party. If the Authority makes such a request it will consult with the Contractor before making a determination of whether the Authority or the Contractor is best placed in all the circumstance to make the request. Where, subsequent to such consultation the Authority notifies the Contractor that the Contractor is best placed to make such request:

(1) the Contractor shall, or procure that the Contractor's subcontractor shall, expeditiously consider whether or not there is any reason why it should object to making the request and, where it has no objection, file an application to seek a variation of the applicable export licence or import licence or authorisation in accordance with the procedures of the licensing authority. Where the contractor has an objection, the Parties shall meet within five (5) working days to resolve the issue and should they fail the matter shall be escalated to an appropriate level within both Parties' organisations, to include their respective export licensing subject matter experts; and

(2) the Authority shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the application for the requested variation.

f. Where the Authority determines that it is best placed to make such request the Contractor shall provide sufficient information, certification, documentation and other reasonable assistance as may be necessary to support the Authority to make the application for the requested variation.

- g. Where the Authority invokes clause 33.e or 33.f the Authority will pay the Contractor a fair and reasonable charge for this service based on the cost of providing it.
- h. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, import control or both the Contractor shall use reasonable endeavours to incorporate in each subcontract equivalent obligations to those set out in this Condition. Where it is not possible to include equivalent terms to those set out in this Condition, the Contractor shall report that fact and the circumstances to the Authority.
- i. Without prejudice to HM Government's position on the validity of any claim by a foreign government to extra-territoriality, the Authority shall provide the Contractor with sufficient information, certification, documentation and other reasonable assistance to facilitate the granting of export licences or import licences or authorisations by a foreign Government in respect of the performance of the Contract.
- j. The Authority shall provide such assistance as the Contractor may reasonably require in obtaining any UK export licences necessary for the performance of the Contract.
- k. The Contractor shall use reasonable endeavours to identify whether any Contractor Deliverable is subject to:
- (1) a non-UK export licence, authorisation or exemption; or
 - (2) any other related transfer or export control,
- that imposes or will impose end use, end user or re-transfer or re-export restrictions, or restrictions on disclosure to individuals based upon their nationality. This does not include the Intellectual Property-specific restrictions of the type referred to in Condition 34 (Third Party Intellectual Property – Rights and Restrictions).
- l. If at any time during the term of the Contract the Contractor becomes aware that all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable by providing details in the DEFFORM 528 or other mutually agreed alternative format. Such notification shall be no later than thirty (30) days of knowledge of any affected Contractor Deliverable and in any event such notification shall be not less than thirty (30) days prior to delivery of the Contractor Deliverables.
- m. If the information to be provided under Clause 33.l has been provided previously to the Authority by the Contractor under the Contract, the Contractor may satisfy these requirements by giving details of the previous notification and confirming they remain valid and satisfy the provisions of Clause 33.l.
- n. During the term of the Contract, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under clauses 33.l or 33.m of which it becomes or is aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- o. For a period of up to 2 years from completion of the Contract and in response to a specific request by the Authority, the Contractor shall notify the Authority as soon as reasonably practicable of any changes in the information notified previously under Clause 33.l or 33.m of which it becomes aware that would affect the Authority's ability to use, disclose, re-transfer or re-export an item or part of it as is referred to in those Clauses by issuing an updated DEFFORM 528 to the Authority.
- p. Where following receipt of materiel from a subcontractor or any of its other suppliers restrictions are notified to the Contractor by that subcontractor, supplier or other third party or are identified by the Contractor, the Contractor shall immediately inform the Authority by issuing an updated DEFFORM 528. Within 30 days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. Such proposals may include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. The Authority shall notify the contractor within 30 days of receipt of a proposal whether it is acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
- q. If the restrictions prevent the Contractor from performing its obligations under the Contract and have not been removed, modified or otherwise satisfactorily managed within a reasonable time, the Authority may at its absolute discretion elect to amend the contract in

accordance with Condition 6 or 7 or as otherwise may be provided by the Contract, or to terminate the Contract. Except as set out in clause 33.r, in the event of termination in these circumstances termination shall be on fair and reasonable terms having regard to all the circumstances including payments already made and that would otherwise be due under the Contract, costs incurred by the Contractor and benefits received by the Authority. The Parties, acting in good faith, will use all reasonable endeavours to agree such fair and reasonable terms failing which either Party may refer the matter to dispute resolution in accordance with the provisions in the Contract.

r. In the event that the restrictions notified to the Authority pursuant to Clause 33.l were known or ought reasonably have been known by the Contractor (but were not disclosed) at contract award or if restrictions notified to the Authority pursuant to clauses 33.n or 33.p were known or ought reasonably to have been known by the Contractor at the date of submission of the most recent DEFFORM 528 submitted to the Authority in accordance with Clause 33.l, termination under Clause 33.q will be in accordance with Condition 43 (Material Breach) and the provisions of clause 33.v will not apply.

s. The Authority shall use reasonable endeavours to identify any export control restrictions applying to materiel to be provided to the Contractor as Government Furnished Assets (GFA). Where the Authority is to provide materiel necessary to enable the Contractor to perform the Contract or in respect of which the Services are to be provided, and that materiel is subject to a non-UK export licence, authorisation, exemption or other related transfer or export control as described in the provisions of Clause 33.k, the Authority shall provide a completed DEFFORM 528 or will provide a new or updated DEFFORM 528 to the Contractor within thirty (30) days of the date of knowledge and in any case not later than thirty (30) days prior to the delivery of such materiel to the Contractor.

t. In the event that the Authority becomes aware that the DEFFORM 528 disclosure was incomplete or inaccurate or in the event additional such materiel is identified then the Authority shall provide, as soon as reasonably practicable a new or revised DEFFORM 528. In the event that the Authority becomes aware that a prior disclosure included in DEFFORM 528 submitted to the Contractor was incomplete or inaccurate less than thirty (30) days prior to the delivery to the Contractor of any material to which the updated or new disclosure relates, the Parties will meet as soon as reasonably practicable to discuss how to mitigate the impact of the incomplete or inaccurate disclosure.

u. Where:

- (1) restrictions are advised by the Authority to the Contractor in a DEFFORM 528 provided pursuant to Clauses 33.s or 33.t or both; or
- (2) any of the information provided by the Authority in any DEFFORM 528 proves to be incorrect or inaccurate;

the Authority and the Contractor shall act promptly to mitigate the impact of such restrictions or incorrect or inaccurate information. Such mitigation shall include, where appropriate, mutually supported attempts to obtain removal or modification to the restrictions or to obtain appropriate authorisations from the relevant foreign government. If the restrictions or incorrect or inaccurate information adversely affect the ability of the Contractor to perform its obligations under the Contract, the matter shall be handled under the terms of Condition 6 (Amendments to Contract) or Condition 7 (Variations to Specification) or as may otherwise be provided by the Contract as appropriate and if no alternative solution satisfies the essential terms of the Contract and the restrictions have not been removed, modified or otherwise satisfactorily managed within a reasonable time the Authority may terminate the Contract. Termination under these circumstances will be under the terms of Condition 42 (Termination for Convenience) and as referenced in the Contract.

v. Pending agreement of any amendment of the Contract as set out in clause 33.q or 33.u, provided the Contractor takes such steps as are reasonable to mitigate the impact, the Contractor shall be relieved from its obligations to perform those elements of the Contract directly affected by the restrictions or provision of incorrect or incomplete information.

34. Third Party Intellectual Property – Rights and Restrictions

a. The Contractor and, where applicable any Subcontractor, shall promptly notify the Authority as soon as they become aware of:

- (1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;
- (2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;
- (3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause 34.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a Commercial Off The Shelf (COTS) item or service.

- b. If the Information required under clause 34.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
- c. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This Condition shall not apply if:
 - (1) the Authority has made or makes an admission of any sort relevant to such question;
 - (2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;
 - (3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;
 - (4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.
- d. The indemnity in clause 34.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.
- e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.
- f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.
- g. If, under clause 34.a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:
 - (1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a

written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

(2) in any event, unless the Contractor and the Authority can agree an alternative course of action, the Authority shall not unreasonably delay the issue of a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949.

h. The Authority shall assume all liability and shall indemnify the Contractor, its officers, agents and employees against liability, including the Contractor's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the United Kingdom in the performance of the Contract when such infringement arises from or is incurred by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

i. The Contractor shall assume all liability and shall indemnify the Authority, its officers, agents and employees against liability, including the Authority's costs, as a result of infringement by the Contractor or their suppliers of any patent, utility model, registered design or like protection outside the UK in the performance of the Contract when such infringement arises from or is incurred otherwise than by reason of the Contractor following any specification, statement of work or instruction in the Contract or using, keeping or disposing of any item given by the Authority for the purpose of the Contract in accordance with the Contract.

j. The Contractor shall not be entitled to any reimbursement of any royalty, licence fee or similar expense incurred in respect of anything to be done under the Contract, where:

(1) a relevant discharge has been given under Section 2 of the Defence Contracts Act 1958, or relevant authorisation in accordance with Sections 55 or 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988 in respect of any intellectual property; or

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause 34.a.

k. Where authorisation is given by the Authority under clause 34.e, 34.f or 34.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

(1) released from payment whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of the relevant invention or design, or the use of any relevant model, document or information for the purpose of performing the Contract; and

(2) authorised to use any model, document or information relating to any such invention or design which may be required for that purpose.

l. The Contractor shall assume all liability and indemnify the Authority and its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item to be supplied under the Contract or otherwise in the performance of the Contract;

(2) misuse of any confidential information, trade secret or the like by the Contractor in performing the Contract;

(3) provision to the Authority of any Information or material which the Contractor does not have the right to provide for the purpose of the Contract.

m. The Authority shall assume all liability and indemnify the Contractor, its officers, agents and employees against liability, including costs as a result of:

(1) infringement or alleged infringement by the Contractor or their suppliers of any copyright, database right, Design Right or the like protection in any part of the world in respect of any item provided by the Authority for the purpose of the Contract but only to the extent that the item is used for the purpose of the Contract;

- (2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of Information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor's use of that Information is for the purposes intended when it was disclosed by the Authority.
- n. The general authorisation and indemnity is:
- (1) clauses 34.a – 34.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;
- (2) neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;
- (3) a Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;
- (4) the party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;
- (5) following a notification under clause 34.n(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;
- (6) the Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.
- o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.
- p. Nothing in Condition 34 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

PRICING AND PAYMENT

35. Contract Price

- a. The Contractor shall provide the Contractor Deliverables to the Authority at the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).
- b. Subject to Condition 35.a the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

36. Payment and Recovery of Sums Due

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 36b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 36a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 36a and there is undue delay in

considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 36c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority 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 this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

37. Value Added Tax

a. The Contract Price excludes any UK output Value Added Tax (VAT) and any similar EU (or non-EU) taxes chargeable on the supply of Contractor Deliverables by the Contractor to the Authority.

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of his business activities at the time of any supply, and the circumstances of any supply are such that the Contractor is liable to pay the tax due to HM Revenue and Customs (HMRC), the Authority shall pay to the Contractor in addition to the Contract Price (or any other sum due to the Contractor) a sum equal to the output VAT chargeable on the tax value of the supply of Contractor Deliverables, and all other payments under the Contract according to the law at the relevant tax point.

c. The Contractor is responsible for the determination of VAT liability. The Contractor shall consult its Client Relationship Manager or the HMRC Enquiries Desk (and not the Authority's Representative (Commercial)) in cases of doubt. The Contractor shall notify the Authority's Representative (Commercial) of the Authority's VAT liability under the Contract, and any changes to it, within twenty (20) Business Days of becoming aware the liability is other than at the standard rate of VAT. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain, and pass to the Authority, a formal ruling from HMRC. The Contractor shall comply promptly with any such requirement. Where the Contractor obtains a ruling from HMRC, it shall supply a copy to the Authority within three (3) Business Days of receiving that ruling unless it proposes to challenge the ruling. Where the Contractor challenges the ruling it shall supply to the Authority a copy of any final decisions issued by HMRC on completion of the challenge within three (3) Business Days of receiving the decision.

d. Where supply of Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables. The Contractor shall be responsible for ensuring it takes into account any changes in VAT law regarding registration.

e. Where Contractor Deliverables are deemed to be supplied to the Authority outside the UK, the Contractor may be required by the laws of the country where the supply takes place to register there for EU (or non-EU) turnover or similar tax. In that event, the Authority shall pay to the Contractor in addition to the Contract Price (and any other sum due to the Contractor under the Contract) a sum equal to the tax the Contractor is liable to pay to the tax authorities of the country in question in relation to the Contractor Deliverables within thirty (30) calendar days of a written request for payment of any such sum by the Contractor.

f. In relation to the Contractor Deliverables supplied under the Contract the Authority shall not be required to pay any sum in respect of the Contractor's input VAT (or similar EU or non-EU or both input taxes). However, these input taxes will be allowed where it is established that, despite the Contractor having taken all reasonable steps to recover them, it has not been possible to do so. Where there is any doubt that the Contractor has complied with this requirement the matter shall be resolved in accordance with Condition 40 (Dispute Resolution).

g. Should HMRC decide that the Contractor has incorrectly determined the VAT liability, in accordance with clause 37.b above, the Authority will pay the VAT assessed by HMRC. In the event that HMRC so determines, the Contractor shall pay any interest charged on

any assessment or penalties or both directly to HMRC. Such interest or penalties or both shall not be recoverable from the Authority under this Contract or any other contract. The Contractor shall supply the Authority with a copy of all correspondence between HMRC and the Contractor's advisors regarding the VAT assessment within three (3) Business Days of a written request from the Authority for such correspondence.

38. Debt Factoring

a. Subject to the Contractor obtaining the prior written consent of the Authority in accordance with Condition 11 (Assignment of Contract), the Contractor may assign to a third Party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act")). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this Condition 38 shall be subject to:

- (1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause 36.f
- (2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
- (3) the Authority receiving notification under both clauses 38.b and 38.c(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause 38.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c. The Contractor shall ensure that the Assignee:

- (1) is made aware of the Authority's continuing rights under clauses 38.a(1) and 38.a(2); and
- (2) notifies the Authority of the Assignee's contact Information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with clauses 38.a(1) and 38.a(2).

d. The provisions of Condition 36 (Payment and Recovery of Sums Due) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

39. Subcontracting and Prompt Payment

a. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.

b. Where the Contractor enters into a Subcontract he shall cause a term to be included in such Subcontract:

- (1) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
- (2) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Contractor has determined that the invoice is valid and undisputed;
- (3) providing that where the Contractor fails to comply with clause 39.b(1) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be regarded as valid and undisputed for the purposes of clause 39.b(2) after a reasonable time has passed; and
- (4) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses 39.b(1) to 39.b(4).

TERMINATION

40. Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to clause 40.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 40.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards

pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt, anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

41. Termination for Insolvency or Corrupt Gifts

Insolvency:

a. The Authority may terminate the Contract, without paying compensation to the Contractor, by giving written Notice of such termination to the Contractor at any time after any of the following events:

Where the Contractor is an individual or a firm:

- (1) the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or
- (2) the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or
- (3) the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with his or its creditors; or
- (4) the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (5) the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or
- (6) where the Contractor is either unable to pay his debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay his debts if:
 - (a) he has failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty-one (21) days of service of the Statutory Demand on him; or
 - (b) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part.
- (7) the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (8) the court making an award of sequestration in relation to the Contractor's estates.

Where the Contractor is a company registered in England:

- (9) the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (10) the court making an administration order in relation to the company; or
- (11) the presentation of a petition for the winding-up of the company unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of the presentation; or
- (12) the company passing a resolution that the company shall be wound-up; or
- (13) the court making an order that the company shall be wound-up; or
- (14) the appointment of a Receiver or manager or administrative Receiver.

Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified in clauses 41.a(9) to 41.a(14) inclusive above.

b. Such termination shall be without prejudice to and shall not affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Authority and the Contractor.

Corrupt Gifts:

- c. The Contractor shall not do, and warrants that in entering the Contract it has not done any of the following (hereafter referred to as 'prohibited acts'):
- (1) offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this or any other contract with the Crown; or
 - (b) for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown.
 - (2) enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- d. If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown, the Authority shall be entitled:
- (1) to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;
 - (2) to recover from the Contractor the amount or value of any such gift, consideration or commission; and
 - (3) to recover from the Contractor any other loss sustained in consequence of any breach of this Condition, where the Contract has not been terminated.
- e. In exercising its rights or remedies under this Condition, the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act;
 - (2) give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- f. Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

42. Termination for Convenience

- a. The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least twenty (20) business days written notice (or such other period as may be stated in Schedule 3 (Contract Data Sheet)). Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.
- b. Following the above notification the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:
- (1) not start work on any element of the Contractor Deliverables not yet started;
 - (2) complete in accordance with the Contract the provision of any element of the Contractor Deliverables;
 - (3) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;
 - (4) terminate on the best possible terms any subcontracts in support of the

- Contractor Deliverables that have not been completed, taking into account any direction given under clauses 42.b(2) and 42.b(3) of this Condition.
- c. Where this Condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 42.b):
- (1) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any Contractor Deliverables in the course of manufacture that are:
 - (a) in the possession of the Contractor at the date of termination; and
 - (b) provided by or supplied to the Contractor for the performance of the Contract, except such materiel and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;
 - (2) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:
 - (c) all such unused and undamaged materiel; and
 - (d) Contractor Deliverables in the course of manufacture, that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority;
 - (3) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.
- d. The Authority shall (subject to clause 42.e below and to the Contractor's compliance with any direction given by the Authority in clause 42.b above) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:
- (1) the Contractor taking all reasonable steps to mitigate such loss; and
 - (2) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.
- e. The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Contractor Deliverables payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.
- f. The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 42.a to 42.e except that:
- (1) the name of the Contractor shall be substituted for the Authority except in clause 42.c(1);
 - (2) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
 - (3) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this Condition 42.
- g. Claims for payment under this Condition shall be submitted in accordance with the Authority's direction.

43. Material Breach

- a. In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.
- b. Where the Authority has terminated the Contract under clause 43.a the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:
- (1) carrying out any work that may be required to make the Contractor

- Deliverables comply with the Contract; or
(2) obtaining the Contractor Deliverable in substitution from another supplier.

44. Consequences of Termination

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

45. Core Hours

- a. Item number 1 of Schedule 2 (Schedule of Requirement) indicates the total number of hours that the Contractor is to utilise to conduct tasks as issued by the Authority under item 1 (Core Hours) of Schedule 9 (Statement of Requirement).
- b. The Contractor will utilise these hours to best deliver the issued tasks. The Authority will provide sufficient tasks to the Contractor to utilise at least 75 hours per week. If the Authority fails to issue sufficient tasks to the Contractor to utilise 75 hours per week it will be at the Authority's liability, and, the Contractor may still account for 75 hours used per week but only if it was unable to reduce its capacity or utilise its staff on other activities.
- c. The Authority will pay for no more than the total hours under Item number 1 of Schedule 2 in any corresponding Contract Year without a contract amendment conducted in line with Condition 6 (Amendments to Contract) and Schedule 4 (Contract Change Control Procedure) or a Task Approval Form (TAF) under requirement 3.4.1 of Schedule 9 (Statement of Requirement) to be approved prior to the commencement of work in line with Schedule 11 (Additional Work).
- d. Subject to clause 45c, The Contractor is to deliver a minimum of 75 hours per week against Item number 1 of Schedule 2 (Schedule of Requirement) where tasks have been issued or tasks are awaiting completion, unless agreed otherwise between the Parties.
- e. The Contractor is to provide the Contract and Schedule Status Report as detailed in Annex A of Schedule 14 (Contract Data Requirements List) which will detail how many hours have been used each month, against what tasks. The Parties are to cooperate to prioritise tasks and to plan the use of the hours to ensure that all of the hours under item 1 of schedule 2 (Schedule of Requirement) are utilised. Subject to clause 45.b.

46. Exercise of Options

- a. The option prices detailed below are firm prices not subject to variation.
- b. In addition to Contract Year 1, and Contract Year 2, detailed in Schedule 2 (Schedule of Requirements), the Contractor hereby grants to the Authority the following irrevocable options to extend the period of service in accordance with the Conditions set out in this Contract, it being agreed that the Authority has no obligation to exercise such options but may do so at its sole discretion.
 - (1) **Option 1:** A extension of 6 months, in addition to the 2 years already contracted for, at a firm price as contained in Schedule 2 (Schedule of Requirements) provided that the Authority exercises this option no later than 3 months prior to the Contract expiry date as defined in Condition 2 (Duration of Contract) of Schedule 3 (Contract Data Sheet).
 - (2) **Option 2:** A further extension of 6 months in addition to the 2 years and 6 months already contracted for by virtue of Option 1 Condition 46b.(1) above, at a firm price as contained in Schedule 2 (Schedule of Requirement) provided that the Authority exercises such an option by no later than 3 months prior to the expiry of option 1.
- c. The Authority shall have the right to exercise the options by the specified dates or within such further period as corresponds to the aggregate of any period(s):
 - (1) of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event within Condition 47 (Force Majeure), or
 - (2) for the duration of which the Authority is prevented from exercising any such option due to any other breach of the Contract by the Contractor.

- d. The Authority shall not be obliged to exercise the options.

47. Force Majeure

a. 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 result from a "Force Majeure Event". For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- (1) acts of nature;
- (2) war;
- (3) hostilities;
- (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.

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

c. Subject to Clause 47.d. 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.

d. The maximum extension of time granted under this clause shall be limited to 3 (three) months 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.

48. Key Performance Indicators

a. The Contractor's performance will be measured against 2 Key Performance Indicators (KPIs):

- (1) Percentage of key deliverables delivered on time; and,
- (2) Resolution of Safety Non-Compliance.

b. KPI 1 will be measured by recording the percentage of key deliverables that are delivered on or before their delivery due date in line with Table 1 of Schedule 14 (Contract Data Requirements List). The minimum level of performance required is 80% of key deliverables due to be delivered in a calendar month are delivered on or before the delivery due date, anything below 80% will be deemed a fail.

c. KPI 2 will be measured as the number of significant non-compliances with applicable safety legislation or Military Airworthiness Authority (MAA) Regulatory publications (MRPs) recoded by an independent auditor where a resolution plan has not been produced and agree with the TAA within 2 weeks of written notice of the audit finding. Any occurrence where a resolution plan has not been agreed with the TAA within 2 weeks will be deemed a fail against this KPI.

d. The Contractor must provide a Performance Improvement Plan in line with Annex B to Schedule 14 (Contract Data Requirements List) and be prepared to present this plan at a Performance Improvement Meeting in line with Schedule 12 (Meetings), if;

- (1) KPI 1 is failed in line with Condition 48.b. for 3 consecutive months, or,
- (2) the average performance against KPI 1 for any 3 month period is below 80%, or,
- (3) KPI 2 is failed in line with Condition 48.c.

e. Immediately following any of the circumstances described in Condition 48.d., the Authority will apply a temporary withhold of 10% of the Total Management Fee as per item 4 of Schedule 2 (Statement of Requirements). The withhold will be retained and applied to each subsequent month the criteria in Condition 48.f. has not been met.

f. The withhold will continue to be applied and retained until all the overdue key deliverables have been delivered, the Performance Improvement Plan has been

implemented, and the contract performance has returned to the minimum expected levels as required under Condition 48.b. and Condition 48.c. for a complete calendar month.

g. Once the Authority is satisfied the Contractor has met the criteria in Condition 48.f. the withhold will stop being applied from the following calendar month. The accumulated temporary withhold will be paid by the Authority in accordance with Condition 36 (Payment and Recovery of Sums Due).

h. Notwithstanding Condition 48.g., any temporary withhold which has been held by the Authority for 6 months or more in which the criteria in Condition 48.f. has not been met, will be permanently retained and will not be returned to the Contractor.

i. The Contractor must by the 10th working day following the end of each month submit to the Authority fully completed and accurate progress reports in the formats set out at Annex A and Annex B of Schedule 10 (KPIs). The Contractor will keep accurate and detailed records sufficient to make the following progress reports submission. The reports must include all MI data and all deliverables due for delivery in the month regardless of whether they have been delivered or not, and regardless of any form of concession that has been granted against any deliverable or overall performance. The Authority reserves the right to withhold the Total Management Fee, in line with Schedule 2, for each month until the performance reports are delivered and/or until any errors or inaccuracies are corrected.

49. Contract Novation:

a. The Contractor will support the Authority during the development of the invitation to tender stage of the Glider Availability Contract to ensure that adequate and suitable information is made available to prospective bidders to enable them to create bids where it is reasonably practicable to do so.

b. Should this Contract require novation the Contractor will take all reasonable steps to work with the Authority and the incoming contractor to facilitate the novation of this Contract and minimise disruption to the services being provided.

50. Intellectual Property Rights (IPR)

a. The contractor will comply in full with Schedule 18 (Intellectual Property Rights).

b. Where any of the conditions listed below, (1) to (8) form part of the Conditions of the Contract or where other similar narrative based obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables of which the Contractor is or should be reasonably be aware as at the date of the Contract are disclosed in 'Notification of Intellectual Property Rights (IPR) restrictions form' at Annex A to Schedule 18 to the Contract.

(1) Notification of any self-standing background Intellectual Property under DEFCON 15.

(2) Copyright material supplied under clause 5 DEFCON 90.

(3) Limitations of Deliverable Software under Clause 3b DEFCON 91.

(4) Notifications under clause 1 of DEFCON 632.

(5) Notifications under clause 19 of DEFCON 705.

(6) Notifications under clause 4.1 of DEFCON 707.

(7) Schedule 18 of this Contract 700009024.

(8) Notifications under standardised contract SC2 clause 34.

c. The Contractor shall promptly notify the Authority in writing if it becomes aware during the performance of the Contract of any required additions, inaccuracies or omissions in 'Notification of Intellectual Property Rights (IPR) restrictions form'.

d. Any amendment to 'Notification of Intellectual Property Rights (IPR) restrictions form' shall be made in accordance with Condition 6 (Amendments to Contract).

51. Authorisation by the Crown for use of third-party intellectual property rights.

a. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not

constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

DEFCONs and DEFCON SC variants that apply to this contract

DEFCON 014 (Edn. 11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs

DEFCON 023 (SC2) (Edn. 11/17) - Special Jigs, Tooling and Test Equipment

DEFCON 090 (Edn. 11/06) – Copyright

Note: For the purposes of clause 4c the prescribed Nations are any nation with whom the UK Government holds a reciprocal defence agreement or arrangement.

DEFCON 532A (Edn. 04/20) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 611 (SC2) (Edn. 02/16) - Issued Property

DEFCON 658 (SC2) (Edn. 11/17) – Cyber

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138

DEFCON 660 (Edn. 12/15) - Official-Sensitive Security Requirements

DEFCON 694 (SC2) (Edn. 08/18) - Accounting For Property of the Authority

DEFCON 647 (SC2) (Edn. 11/17) - Financial Management Information

DEFCON 637 (Edn. 05/17) - Defect Investigation and Liability

DEFCON 035 (Edn. 10/04) - Progress Payments

DEFCON 602A (Edn. 12/17) - Quality Assurance (With Deliverable Quality Plan)

DEFCON 684 (Edn. 01/04) - Limitation Upon Claims In Respect Of Aviation Products

DEFFORMs

DEFFORM 129A (Edn 02/16) - Application For Packaging Designs And Authorisation For Package Design Work

DEFFORM 129B (Edn 04/19) - Military Packaging Feedback Report

DEFFORM 129J (Edn 09/17) – The Use Of The Electronic Business Delivery Form

DEFFORM 528 (Edn 12/17) - Import and Export Controls

Schedule 1 - Definitions of Contract

Contract No: 700009024

Air Publication (AP)

means documentation provided to support an Air System. Various numbered Topics within an AP contain descriptive or procedural information.

Air System

See Viking

Air System Document Set (ADS)

is the set of publications that describe safe operating limitations, safe operating procedures and safe maintenance procedures, which allows the Air System to be operated and maintained safely. The ADS needs to be amended through life so that it continues to reflect the as-flown and as-maintained configuration of the Air System and is amended in a coherent and expedient manner by the Publishing Organization (PO). The Viking ADS includes AP References:

- AP 101G - 1001 - 1 Aircraft Maintenance Manual
- AP 101G - 1001 - 2 General Orders and Modifications
- AP 101G - 1001 - 6A Repair and Reconditioning

Instructions

- AP 101G - 1001 - 3A Illustrated Parts Catalogue
- AP 101G - 1001 - 15s Statement of Operating Intent

and Usage

- AP 101G - 1001 - 2(R)1 Engineering Authority General Orders and Special Instructions

- AP 101G - 1001 - 2(R)2 Service Engineered

Modifications

- AP 101G - 1001 - 2(R)4 Special Trial Fits
- AP 101G - 1001 - 5A1 Master Maintenance Schedule
- AP 101G - 1001 - 5A2 Hazard and Maintenance

Information

- AP 101G - 1001 - 5B1 Flight Servicing Schedule
- AP 101G - 1001 - 5C Minor Maintenance Schedule
- AP 101G - 1001 - 5D Major Maintenance Schedule
- AP 101G - 1001 - 5G Non Destructive Test Schedule
- AP 101G - 1001 - 5L/N/P/Q Storage
- AP 101G - 1001 - 5M
- AP 101G - 1001 - 14
- AP 101G - 1001 - 15

Airworthiness Directive (AD)

is a document issued or adopted by a civil or Military Aviation Authority which mandates actions to be performed on products, parts or appliances to restore an acceptable level of safety, when evidence shows that the safety level of an Air System may otherwise be compromised.

ALARP

means the principle 'As Low As Reasonably Practical' which arises from the fact that infinite time, effort and money could be spent in the attempt of reducing a risk to zero. The principle is more about the application of the practice of judgement of the balance of risk and societal

benefit.

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:

- a. Government Department;
- b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c. Non-Ministerial Department; or 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);
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	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <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; <p>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;</p>
Cover Modification	means work by the Design Organization (DO) to

incorporate a Type Airworthiness Authority (TAA)-authorised change to the aircraft's design into the aircraft's DO-held design records and drawings. Examples of work requiring a Cover Modification is a Service Modifications (SM).

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.

DBS Finance

means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);

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;
Delivery Team (DT)	is the DE&S-appointed team responsible for providing technical and logistic support services, such as maintenance and repair information, to the Approved Maintenance Organization. Points of contact can be found in Schedule 3 (Contract Data Sheet)
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Approved Organization Scheme (DAOS)	is an MAA approved accreditation, for the purposes of this contract this refers to MAA DAOS accreditation as the Publishing Organization and the Design Organization for the Viking.
Design Modification	means a modification approved by the Design Organisation that provides a permanent change to the build standard of materiel. Changes are incorporated into the Air System Document Set and the modification is fully supported with spares and special tools, etc.
Design Organization (DO)	is the approved organization responsible for the overall design or through-life configuration management of the design of each product, part or appliance installed in an Air System.
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: <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;

Fatigue Type Record (FTR) and Static Type Record (STR)	is a summary of the service life of the Air System, which forms the minimum evidence required for certification and qualification of the Air System.
Firm Price	means a price (excluding VAT) which is not subject to variation;
Fit For Flight	Aircraft that are available, airworthy, and capable (correctly configured) of carrying out their planned flying task. For recording purposes this will include Vikings requiring either a limited or a full flight test.
Fit Form Function	The properties of an item which, if changed, would require the allocation of a different part number and DT approval for that item to be used on Viking.
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;
Glider Availability Contract	means the contract the Authority intend to compete and Award in the future to create a prime contractor who will be responsible for the availability of the Viking Fleet.
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;
Ground Support Equipment (GSE)	means equipment used to maintain and manage while on the ground. E.g. Rollover stands, trestles, jacks, winches (but not aircraft launch winches).
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 (IPC)	The Air Publication (Topic 3A) that details manufacturers parts. Reference AP101G-1001-3A.
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”;
In-Use	means all materiel that cannot be classed as Not-In-Use.
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 Aviation Authority (MAA)	is part of the Defence Safety Authority (DSA) and is an independent Organization responsible for the regulation, surveillance, inspection and assurance of the defence air operating and technical domains. It ensures the safe design and use of military air systems.
Military Aviation Authority Regulatory Publications (MRP)	is the regulatory publications issued by the MAA, which include overarching documents, Regulatory Articles (RA) and manuals.
Military Continuing Airworthiness Management (MilCAM)	is the organization with responsibility for all continuing airworthiness tasks as defined in RA1016.
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);

MOD Form 760**(Narrative Fault Report)**

is submitted iaw RA 4814 (Occurrence Reporting) and the Manual of Airworthiness Maintenance - Processes (MAM-P) Chapter 9.2 (Narrative Fault Reporting Using MOD Form 760 Series). MOD Form 760C details the compilation instructions for MOD Form 760 Narrative Fault Report. This can be located at www.gov.uk/government/publications.

MOD Form 765

See Unsatisfactory Feature Report

Modification

is an approved design change to a build standard after the production drawings have been sealed.

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;

Not-In-Use

is materiel that has not yet been satisfactorily put to its intended use. The term embraces new, reconditioned, recalibrated or repaired materiel (except materiel repaired by the user or by an exchange services unit or under any loan repair service) up to the stage of satisfying any required initial visual, dimensional, functional or installation check following its issue from store.

Notices

shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Obsolescence Management

Monitoring for equipment, items and components becoming obsolete and developing mitigation measures and solutions. Obsolescence is normally managed in line with the Defence Logistic Framework. The TAA retains overall responsibility.

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 (DEFFORM 111), 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);
Project Safety Management Plan (SMP)	<p>is a document that defines the strategy for addressing safety and documents the safety management system. Details contained at 2.7.1. of Schedule 9 (Statement of Requirement).</p> <p>DT Project Safety Management Plan can be requested by the Contractor by contacting the Authority's Project Manager as detailed in Schedule 3 (Contract Data Sheet).</p>
Publication Organization (PO)	means an organization approved, and responsible to, manage and amend Viking publications. The PO must ensure publications are updated regularly to reflect the 'as-flown' and 'as-maintained' configuration, based upon validated information delivered by the DO. The DO can be the PO.
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>
Regulatory Articles (RA)	means the articles that provide the framework of policy, rules, directives, standards, processes and the associated direction, advice and guidance, which governs military aviation activity and against which air safety is assessed. The regulator develops regulations in response to applicable UK law, MOD needs, legal changes and recommendations resulting from both assurance or investigation functions.

Repair Schemes	Documentation which provides the means of eliminating damage and/or the restoration to an airworthy condition following initial release into service by the manufacturer of any product, part or appliance.
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;
Service Bulletin (SB)	is a document issued by the manufacturer or Type Certificate Holder to communicate instructions for improvements, corrective actions or to increase safety levels. A Service Bulletin does not contain mandatory action.
Service Modification	is a modification to an Air System or equipment designed, developed, produced and embodied by, or for, the Authority. The Delivery Team retains responsibility for the modification until such time as it is superseded by a Cover Modification or is removed.
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;
Special Instruction (Technical) (SI(T))	<p>is a temporary instruction issued to authorize remedial action when a fault or potential fault impairs the safety, serviceability or operational capability of an Air System (and related products, parts and appliances)</p> <p>A SI(T) may also be required in accordance with RA5405 as a result of an Airworthiness Directive (AD) or Service Bulletin (SB).</p>
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG4329	means the publication NATO Standard Bar Code Symbolologies which can be sourced at https://www.dstan.mod.uk/faqs.html ;
Static Type Record (STR)	see Fatigue Type Record (FTR)

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;
Task Authorisation Form (TAF)	is the form used to authorise additional work. The TAF will allow the Contractor to quote to complete the work, the Authority to understand the cost and timescale for completion of the activity and give authorisation for the Contractor to proceed with the task. The process is contained within Schedule 11 (Additional Work).
Technical Query (TQ)	is a question relating to a technical element of the Air System or its specific to type equipment, with the aim of ensuring the continued airworthiness and operability of the Air System. TQs often require Design Organisation or Type Certificate Holder analysis and advice.
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;
Total Management Fee	is a Firm Price fee as per Item 4 of Schedule 2 (Schedule of Requirements) which is calculated by combining the total of the price to deliver the core hours requirement and the core management activity fee.
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;
Type Airworthiness Authority (TAA)	The individual appointed and held personally accountable for the Air System Type Design to assure airworthiness of an air system. This responsibility is held within the DT.
Type Certificate Holder (TCH)	means the Organization or individual who owns the approved design records and type certificate of the aircraft. The TCH for the Viking is Fiberglas-Technik Rudolf Lindner GmbH & Co. KG. Address: Fiberglas-Technik Rudolf Lindner GmbH & Co. KG, Steige 3, D-88487 Walpertshofen, Germany; email: info@LTB-Lindner.com;
Unsatisfactory Feature Report (MOD Form 765)	is the form used to document and task a publishing organization to amend publications for which the Delivery Team is responsible. The MOD Form 765 can

be located at www.gov.uk/government/publications.

Viking

means the Grob Viking TMk1 glider aircraft.

Viking Fleet

means the collection of 81 Vikings owned by the RAF. However, only 52 Vikings will be maintained as Fit For Flight. The fleet is spread across a variety of locations in the UK.

Virgin Timber

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

Schedule 2 - Schedule of Requirements**Contract No: 700009024**

Item No.		Contract Year 1 Firm Price	Contract Year 2 Firm Price	Option 1: 6-month extension – Firm Price	Option 2: 6-month extension – Firm Price
1	Core Hours Requirements: Total hours to be available in the contract period to be used, as tasked by the Authority, to conduct tasks under item 1 of Schedule 9 (Statement of requirement).	5,000 hours,	5,000 hours	2,500 hours	2,500 hours
2	Firm Price to deliver hours in item 1 above.	[Redacted]	[Redacted]	[Redacted]	[Redacted]
3	Core Management Activity Fee: Activity to be undertaken by the Contractor to meet the requirements under item 2 of Schedule 9 (Statement of requirement)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
4	Total Management Fee (Item 2 plus item 3 of this Schedule 2)	[Redacted]	[Redacted]	[Redacted]	[Redacted]
5	Additional Work: Tasks conducted under 3.0 of Schedule 9 (Statement of requirement).	Price in accordance with Schedule 15 (Payment Schedule)	Price in accordance with Schedule 15 (Payment Schedule)	Price in accordance with Schedule 15 (Payment Schedule)	Price in accordance with Schedule 15 (Payment Schedule)

Schedule 3 - Contract Data Sheet**Contract No: 700009024**

General Conditions
Condition 2 – Duration of Contract: The Contract expiry date shall be: 31 July 2022
Condition 4 – Governing Law: Contract to be governed and construed in accordance with: English Law 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: N/A
Condition 8 – Authority’s Representatives: The Authority’s Representatives for the Contract are as follows: Commercial: Jon Price (as per DEFFORM 111) Project Manager: Mike Colcomb (as per DEFFORM 111)
Condition 19 – Notices: Notices served under the Contract shall be sent to the following address: Authority: UKMFTS, MOD Abbey Wood, #7001, Bld 1300, Bristol, BS34 8JH (as per DEFFORM 111) Contractor: TBC Notices can be sent by electronic mail? Yes
Condition 20.a – Progress Meetings: The Contractor shall be required to attend the following meetings: See Schedule 12 (Meetings)
Condition 20.b – Progress Reports: The Contractor is required to submit the following Reports: See Schedule 14 (Contract Deliverables) Reports shall be Delivered to the following address: See Schedule 14 (Contract Deliverables)

Supply of Contractor Deliverables
<p>Condition 21 – Quality Assurance:</p> <p>Is a Deliverable Quality Plan required for this Contract? Yes</p> <p>If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within 3 (three) months 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.</p> <p>Other Quality Assurance Requirements:</p> <p>AQAP 2105 - NATO Requirements for Deliverable Quality Plans - Edition 2</p> <p>AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production. - Edition D Version 1</p> <p>DEFSTAN 05-061 Pt 1 - Quality Assurance Procedural Requirements - Concessions - Issue 6</p> <p>DEFSTAN 05-135 - Avoidance of Counterfeit materiel</p> <p>ISO 9001:2015 – Quality Management Systems</p>
<p>Condition 22 – Marking of Contractor Deliverables:</p> <p>Special Marking requirements:</p> <p>N/A</p>
<p>Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:</p> <p>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:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Defence Safety Authority – DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date: 2020/08/31 00:00:00</p>
<p>Condition 25 – Timber and Wood-Derived Products:</p> <p>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)</p> <p>to be Delivered by the following date: 2020/08/31 00:00:00</p>
<p>Condition 26 – Certificate of Conformity:</p> <p>No</p> <p>Applicable to Line Items: N/A</p> <p>If required, does the Contractor Deliverables require traceability throughout the supply chain? No</p> <p>Applicable to Line Items: N/A</p>
<p>Condition 28.b – Delivery by the Contractor:</p> <p>The following Line Items are to be Delivered by the Contractor: N/A</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p>
Condition 28.c - Collection by the Authority:

<p>The following Line Items are to be Collected by the Authority: N/A</p> <p>Special Delivery Instructions: N/A</p> <p>Each consignment is to be accompanied by a DEFFORM 129J.</p> <p>Consignor details (in accordance with 28.c.(4)):</p> <p>Line Items: N/A Address: N/A</p> <p>Line Items: N/A Address: N/A</p> <p>Consignee details (in accordance with Condition 23):</p> <p>Line Items: N/A Address: UKMFTS, RAF Syerston, Newark, Nottingham, NG23 5NN</p> <p>Line Items: N/A Address: UKMFTS, RAF Syerston, Newark, Nottingham, NG23 5NN</p>
<p>Condition 30 – Rejection:</p> <p>The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:</p> <p>The time limit for rejection shall be 30 Business Days.</p>
<p>Condition 32 – Self-to-Self Delivery:</p> <p>Self-to-Self Delivery required? No</p> <p>If required, Delivery address applicable: N/A</p>

Pricing and Payment
<p>Condition 35 – Contract Price:</p> <p>All Schedule 2 line items shall be FIRM Price other than those stated below:</p> <p>Line Items N/A</p>

Termination
<p>Condition 42 – Termination for Convenience:</p> <p>The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:</p> <p>The Notice period for termination shall be Business Days</p>

Other Addresses and Other Information <i>(forms and publications addresses and official use information)</i>
See Annex A to Schedule 3 (DEFFORM 111)

Schedule 4 - Contract Change Control Procedure (i.a.w. Clause 6b)
Contract No: 700009024

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) of this Schedule 4.

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 of this Schedule 4, and the process at Clause 4 of this Schedule 4 shall apply.

Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. Condition 13)

Contract No: 700009024

Contract No: 700009024
Description of Contractor's Commercially Sensitive Information: [Redacted]
Cross Reference(s) to location of sensitive information: [Redacted]
Explanation of Sensitivity: [Redacted]
Details of potential harm resulting from disclosure: [Redacted]
Period of Confidence (if applicable): [Redacted]
Contact Details for Transparency / Freedom of Information matters: [Redacted]

Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Contract No: 700009024

Data Requirements for Contract No: _____

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

Contract No: **700009024**

Contract Title:

Contractor:

Date of Contract:

* 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:

Date:

* 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)
Department of Safety & Environment, Quality and Technology (D S & EQT)
Spruce 2C, #1260
MOD Abbey Wood (South)
Bristol BS34 8JH

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract

Data Requirements for Contract No: Contract No: 700009024

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

Schedule 8 - Acceptance Procedure (i.a.w. Condition 29)
Contract No: 700009024

Not used.

Schedule 9 - Statement of Requirement
Contract No: 700009024

General scope of work

The Contractor is responsible for the for the provision of post design services, supply of modification sets and the preparation and supply of amendments to technical publications and other documents relating to the Viking. The Contractor will provide Design Organization (DO) and Publishing Organization (PO) services in accordance with the detailed requirements within this contract and RA5850. To provide assurance that the Contractor is compliant with RAs, the Contractor will be required to achieve appropriate approval under the MOD's Design Approved Organization Scheme (DAOS) as per the process detailed in the RA5850.

Document References

Air Engineers Toolkit	Design Configuration Management	Provided as GFI
DATIN-45	DATIN-45 (PRIVILEGING OF APPROVED DESIGN ORGANIZATIONS)	Provided as GFI
DATIN-46	Safety Modification Reporting	Provided as GFI
Def Stan 00-40	Def Stan 00-40 Reliability and maintainability - Management Responsibilities and Requirements for Programmes and Plans	Online via the UK Defence Standardization website www.dstan.mod.uk/StanMIS/
Def Stan 00-45	Def Stan 00-45 Using reliability centred maintenance to manage engineering failures.	Online via the UK Defence Standardization website www.dstan.mod.uk/StanMIS/
Def Stan 00-970	Def Stan 00-970 Pt 1 Sect 3 Lft 38 (SOIU Review)	Online via the UK Defence Standardization website www.dstan.mod.uk/StanMIS/
Def Stan 05-57	Configuration Management of Defence Materiel	Online via the UK Defence Standardization website www.dstan.mod.uk/StanMIS/
Illustrated Parts Catalogue (IPC)	Reference AP101G-1001-3A.	Provided as GFI
JAP(D) 100C-20	JAP(D) 100C-20 Preparation and amendment of maintenance schedules.	Available online via www.gov.uk
JAP(D) 100C-22	JAP(D) 100C-22 Guide to developing and sustaining preventive maintenance programmes.	Available online via www.gov.uk
MAM-P	Manual of Airworthiness Maintenance - Processes	Available online via www.gov.uk
RA 1014	Design Organizations and Coordinating Design Organizations – Airworthiness Responsibilities.	Available online via www.gov.uk
RA 1016	Military Continuing Airworthiness	Available online via www.gov.uk
RA 1140	Air System Technical Data Exploitation	Available online via www.gov.uk
RA 1220	Delivery Team Airworthiness and Safety	Available online via www.gov.uk
RA 1310	Air System Document Set	Available online via www.gov.uk
RA 4810	Technical Information (MRP145.A.45)	Available online via www.gov.uk

RA 4815	Maintenance procedures and Safety & Quality Policy.	Available online via www.gov.uk
RA 5000 Series	Type Airworthiness Engineering	Available online via www.gov.uk
SOIU	Statement of Operating Intent and Usage (SOIU)	Provided as GFI

Item	Requirement	Estimated Quantity
1	Core Hours	
1.1	Technical Queries (TQs)	
1.1.1	<p>The Contractor must provide solutions to Technical Queries (TQs) raised by the Authority relating to airworthiness, design standard and maintenance of the Viking and its associated equipment. A priority level will be allocated to each TQ by the Authority and indicated to the Contractor. The response must be made in accordance with Topic 2(R) 1 Lft 027 provided as GFI as part of 101G-1001-2. Except where specifically stated otherwise by the Authority, the Contractor must provide answers within:</p> <p>Immediate: 5 (five) Business Days. Rapid: 20 (twenty) Business Days. Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.1.2	<p>The Contractor must maintain a searchable record of TQs and solutions provided to TQs, which can be used internally but also to be shared with the Authority when required. This should also link to Repair Scheme records if relevant to the TQ response. All solutions must provide sufficient detail to allow the Authority, or other contractors appointed by the Authority, to carry out the work detailed in the solution. If there is reference to any Contractor internal process (e.g. structural repair process) then that process should be shared with the Authority to enable the Authority or the Authority's Customer to carry out that activity.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.2	Undertaking Fault Investigations:	
1.2.1	<p>The Contractor must undertake all In-Use fault investigations as required by the Authority in accordance with MAA RAs 5404 - Fault Reporting and Investigation and 5805 - Failures, Malfunctions and Defects and MAM-P Chap 9.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.2.2	<p>In conducting any given In-Use fault investigations the Contractor must additionally undertake the following activities as a minimum:</p> <ul style="list-style-type: none"> • Conduct an initial assessment and/or survey to assess the timescales and activities required to complete the investigation. • Produce a Statement of Work (SOW) and Programme for the proposed investigation activities. • Carry out investigation activities in accordance with the agreed SOW • Review and update the investigation programme as necessary • Prepare and submit a final draft report to the Authority for comment (prior to the issue of the MOD Form 760). <p>Review any comments made by the Authority and make appropriate amendment(s) to the MOD Form 760 prior to issue.</p> <p>Unless otherwise stated in individual task documentation, complete MOD Form 760 fault investigation in line with MAM-P Chapter 9.2. and RA 4810.</p> <p>A response will be provided in line with the priority assigned as follows:</p> <p>Immediate: 5 (five) Business Days. Rapid: 20 (twenty) Business Days. Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)

Item	Requirement	Estimated Quantity
	response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.	
1.3	Air System Document Set	
1.3.1	<p>Where directed by the Authority the Contractor must amend, extend or update the Air System Document Set in accordance with MAM-P Chap 10.1 and RA 4810 (3), RA 5401 to incorporate all changes.</p> <p>Resulting from, but not necessarily limited to, the following:</p> <ul style="list-style-type: none"> • Unsatisfactory Feature Reports (UFR) (MOD Form 765s). • Advance Information Leaflets (AIL). • Updates based on approved modifications unless it is a Design Modification funded under Schedule 11 (Additional Work), see 3.1. • Solutions provided to Technical Queries/Repair Schemes. • Updates to equipment provided by Obsolescence Management. <p>The Contractor must submit a draft amendment for approval within:</p> <p>Immediate: 5 (five) Business Days.</p> <p>Rapid: 20 (twenty) Business Days.</p> <p>Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.4	Cover Modifications	
1.4.1	<p>The Contractor must review and assess Cover Modifications proposed by the Authority to ensure the safety and airworthiness of the Viking (and associated equipment) is not adversely affected by the embodiment of Cover Modifications. When agreed the Contractor must undertake Cover Modifications in accordance with Def Stan 05-57 and MAA RAs 5305, 5306, 5308, 5311, 5312, 5405, 5313 and The Air Engineers Toolkit Modifications will be categorised in accordance with Annex E to Def Stan 05-57 as required under MAA RA 5305 and DATIN 46. The format of the Modification is to comply with MAM-P Chap 10.1.</p> <p>The Contractor must provide an initial response within:</p> <p>Immediate: 5 (five) Business Days.</p> <p>Rapid: 20 (twenty) Business Days.</p> <p>Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.5	New Ground Support Equipment (GSE)	
1.5.1	Ensure that the design of the any new GSE is cleared for use on the Viking, and there is an assured procedure to maintain and operate the GSE safely keeping risks ALARP and tolerable.	As tasked by the Authority using hours in line 1 of Schedule 2 (SOR)
1.6	Preparation and Supply of Repair Schemes	
1.6.1	The Contractor must provide airworthiness validation for any Repair	As tasked by the Authority against hours

Item	Requirement	Estimated Quantity
	<p>Schemes prepared by or for the Authority in their role as DO.</p> <p>The Contractor must provide a response within:</p> <p>Immediate: 5 (five) Business Days.</p> <p>Rapid: 20 (twenty) Business Days.</p> <p>Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.</p>	in line 1 of Schedule 2 (SOR)
1.6.2	<p>The Contractor must produce Repair Schemes as requested by the Authority in line with the priority allocated to each request as decided by the Authority. If the same repair requirement is identified on 3 or more aircraft, the Contractor is to produce a generic repair allowing for the maximum allowable damage to be incorporated in that Repair Scheme to cover repairs in that area. Once a generic repair has been produced the Contractor is to incorporate the generic repair into the ADS.</p> <p>All Repair Schemes must have the appropriate level of detail (drawings, instructions, pictures photographs etc) to be able to allow the Authority or the Customer (22Gp) to carry out the work detailed in the solution. If there is reference to any Contractor internal process (e.g. structural repair process) then that process will be shared with the Authority to enable the Authority to carry out that activity.</p> <p>The Contractor must provide a response within:</p> <p>Immediate: 5 (five) Business Days.</p> <p>Rapid: 20 (twenty) Business Days.</p> <p>Routine: 60 (sixty) Business Days.</p> <p>If a full response cannot be issued within the associated timeframe above, the Contractor must provide, in the above timeframe, a response that includes as a minimum; the expected number of hours the task will consume, the expected date the full response will be delivered, and any additional risks to delivery.</p>	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
1.7	Preparation of SI(T)	
1.7.1	The Contractor must prepare Special Instructions (Technical) (SI(T)) in accordance with MAA RA's 4962 and 5405 and the Manual of Maintenance and Airworthiness Processes MAM-P Chap 4.4 .	As tasked by the Authority against hours in line 1 of Schedule 2 (SOR)
2.	Core Management Activity	
2.1	Design Custodian Services:	
2.1.1	DAOS accreditation to be achieved on or by the 28 February 2021. The Contractor is to comply with RA 5850 for all work conducted in relation to this Contract whilst working towards DAOS accreditation.	
2.1.2	Once accredited, in line with 2.1.1, the Contractor must maintain DAOS accredited to carry out tasks as detailed in RA 5850	
2.1.3	The Contractor must provide Suitably Qualified and Experienced Personnel (SQEP) to carry out all tasks contained in this Schedule 9 (Specification)	As deemed appropriate by the Contractor to meet the requirement.
2.1.4	<p>The Contractor must retain, maintain and keep up-to-date a set of reproducible design documentation and certification documentation to the standard of the current design build for the Viking, in accordance with RA 5302, RA 1014, RA 5401 and RA 5301 - 5320: Control of Design and Design Records.</p> <p>These documents include but are not limited to:</p> <p><input type="checkbox"/> Manufacturing Drawings.</p>	As required.

Item	Requirement	Estimated Quantity
	<input type="checkbox"/> Drawing Lists of equivalent part numbers. <input type="checkbox"/> Static Type Record <input type="checkbox"/> Fatigue Type Record <input type="checkbox"/> Responsibility Lists, Master Design Indexes and Modification Record Indexes. <input type="checkbox"/> Aircraft Equipment Installation Information and/or Radio Installation Memoranda. <input type="checkbox"/> Configuration Status Records <input type="checkbox"/> Certificate of Design <input type="checkbox"/> Statement of Design <input type="checkbox"/> Test Reports <input type="checkbox"/> Records for: <ul style="list-style-type: none"> o all repairs (structural) carried out, regardless of where and by whom the repair was carried out (See Repair Schemes) o Processing of Technical Queries (See Technical Queries) o Processing of Coupon Samples (See Coupon Samples) o Processing of MOD Form 765s. 	
2.1.5	Copies of any documentation must be supplied to the Authority upon request. Documents can be sent via email or hardcopy as agreed between the DT and the Contractor. Documents will be supplied within 10 (ten) Business Days.	As requested by the Authority
2.1.6	The Contractor is responsible for maintaining records of drawings relating to the Viking and to the equipment fitted within it.	As required
2.1.7	The Contractor must progress all approved amendments to existing documentation and must maintain records of all changes and modifications to documentation in accordance with MAA RA Series 5300.	
2.1.8	<p>The Contractor must ensure a master document set of the Viking design records at the most recent update standard are protected and secured so that records can be rebuilt if required. This will be in the form of an insurance copy of master documentation at a site removed from that at which the working masters are kept.</p> <p>The Contractor is to inform the Authority of the method of assuring the back-up copies are protected for the acceptance of the Authority.</p>	Back-up of master documentation must be conducted once a day.
2.1.9	The Contractor must supply the Authority with copies of all the design records and certification within 20 (twenty) Business Days from request where the MOD has rights to such documentation.	No more than once every contract year. If a demand for all the design records and certifications is placed more than once in a given contract year the request shall be submitted via the Additional Work process (Schedule 11).
2.1.10	Any repair schemes, modifications, SI(T)s or MOD Form 765s that have an impact to any part of the design records will require the Contractor to send the updated design records, in draft, to the Authority for approval before incorporation into the design records.	
2.2	Management of Equipment:	
2.2.1	As part of Obsolescence Management, the Contractor must monitor original equipment manufacturer's sites/publications and other information sources for Viking components and parts and highlight consequences of obsolescence in relation to Viking support requirements, in accordance with RA1014 and RA1140.	The Contractor is to continuously monitor equipment.
2.2.2	The Contractor must review the Obsolescence Management Plan (OMP) provided by the Authority and communicate any relevant information identified through their monitoring activity in an OMP review as per	Conduct OMP reviews in line with Schedule 12 (Meetings)

Item	Requirement	Estimated Quantity
	Schedule 12 (Meetings Information). The Authority retains responsibility for updating the OMP.	
2.2.3	The Contractor must ensure that the design of the existing GSE is cleared for use on the Viking, and there is an assured procedure to maintain and operate the GSE safely keeping risks ALARP and tolerable.	As required.
2.2.4	The Contractor must maintain a register of those items of GSE that are cleared to support the Viking.	
2.3	Publication Organization:	
2.3.1	The Contractor must deliver the services of being the Publication Organization (PO) for the documents stated in RA1310.	
2.3.2	The Contractor must deliver draft amendments, as produced under requirement 1.3.1 to the Authority electronically via email or other system that will allow the transfer of the document at the level of its security classification. There are no documents for the Viking fleet which have a classification above 'Official'. Acting as the Publication Organization for the Air Publications listed in the related requirement they may be electronic only, hard copy only or both formats, as directed by the Authority. Unless otherwise stated in individual task documentation, the Contractor must incorporate amendments and deliver production standard amendments within the following periods from receiving approval of the draft amendment from the Authority: Immediate: 5 (five) Business Days. Rapid: 20 (twenty) Business Days. Routine: 60 (sixty) Business Days.	
2.3.3	The Contractor must act as the single point of contact with the TCH for configuration management of the Illustrated Parts Catalogue (IPC) and inform the TAA of any proposed changes in Fit, Form, Function or part number changes. The Contractor must assess the impact on airworthiness and safety of the changes to items in the IPC and proposed actions to the TAA that are required to maintain Viking configuration control.	As required
2.3.4	Operating in accordance with DATIN-45, the Contractor must generate and publish, without reference to the Authority, all changes to the ADS that have been caused by an approved modification or repair that the DO has designed. This includes minor modifications and repairs approved either by the TAA or by the Contractor.	To be completed when required by the generation of TQs to Design Modifications and repairs in line with additional tasking.
2.3.5	The Contractor must operate a searchable records which must contain as a minimum: • MOD Form 765 reference/ Repair Scheme reference/Modification reference • The area of the design documentation that the MOD Form 765 impacts (may be more than one document). • Details of the MOD Form 765 (priority, date received, date draft sent to DT, date approve/rejected, date update made to documents) • Hours consumed by the MOD Form 765 reference/ Repair Scheme reference/ Modification reference	
2.4	Repair Scheme Records	
2.4.1	The Contractor must maintain a record of the Repair Schemes, which can be used internally by the Contractor, but also to be shared with the Authority. Repair Scheme records should detail as a minimum: • Aircraft Tail Number • Repair Scheme details/processes • Link to the TQ reference. • Dates when repair completed (this information will be supplied by the	As requested.

Item	Requirement	Estimated Quantity
	contracted maintenance organisation who conducted the repair) <ul style="list-style-type: none"> • Location of Repair – this should be graphical or a photo that shows the location. • Links to similar repairs on other aircraft. The records must be able to be shared with the Authority within 20 (twenty) Business Days upon request. These details are to be searchable by the Contractor.	
2.5	Structural and Systems Integrity	
2.5.1	The Contractor must assist the Authority in the management of Structural and Systems Integrity and must carry out such activity in compliance with RA 5726 – Integrity Management	As required.
2.5.2	The Contractor must maintain and review, as well as update and revise where necessary, the Viking Static Type Record (STR) and Fatigue Type Record (FTR) and associated documents in accordance with MAA RA 5309 to ensure that both records continue to reflect the Viking configuration and usage. The Contractor must provide copies of STR- and FTR-related documentation within a period of 20 (twenty) Business Days from receipt of request, or as may otherwise be agreed with the Authority. Such copies will be provided in a format (electronic or hard copy) to be stipulated by the Authority at request.	
2.6	Coupon Sampling:	
2.6.1	The Contractor must analyse repair coupon samples to confirm they conform to the standards required for glass-reinforced plastic (GRP) repairs. The Contractor must test the sample, endorse the sample approval and forward the completed coupon sample report to the Authority, to be completed in accordance with Topic 2(R) 1 Lft 017 provided as GFI as part of 101G-1001-2. The report should be submitted within 20 (twenty) days of the delivery of the sample to the Contractor.	15 (fifteen) samples per month. Any more than this will be conducted under the TAF process as detailed at Schedule 11 (Additional Work).
2.6.2	The Contractor must keep a record of the number of coupon samples processed each month for monthly reporting of consumption. The coupon sample database should indicate: <ul style="list-style-type: none"> • Reference number of the coupon sample. • Date received • Date tested • Success/Failure of test • Link to final report • Date send to DT. 	
2.7	Project Safety Management Plan	
2.7.1	In accordance with RA1220, the DO is to establish a DO Project Safety Management Plan (SMP) that aligns with and complements the DT Project Safety Management Plan. The DO's SMP should cover DO activities to integrate and coordinate with the DT Project Safety Management Plan and consider the hazards identified by the DOs safety analysis and the tolerability of the safety risks.	Platform SMPs will be reviewed at the 6-monthly Platform Safety and Equipment Panel (PSEP). Contractor and the Authority are responsible for maintaining their own SMPs.
2.7.2	The Contractor must electronically share the DO Project Safety Management Plan with the Authority, to allow the Authority to review its alignment with the DT Project Safety Management Plan. The plan is to be provided 20 Business Days in advance of the scheduled PSEP meetings as detailed in Schedule 12 (Meetings), or within 5 months of	Document to be shared twice annually.

Item	Requirement	Estimated Quantity
	the previous PSEP meeting, whichever occurs first.	
2.8	Support and Attendance of Meetings	
2.8.1	Attend and support meetings in accordance with Schedule 12 (Meetings Information)	As per Schedule 12 (Meetings Information).
2.9	Management of Airworthiness Directives, Service Bulletins, TCH technical instructions	
2.9.1	The Contractor must periodically review TCH issued Airworthiness Directives (AD), Service Bulletin (SB) or any other technical instruction the TCH produces affecting the Viking or its sub-systems.	
2.10	Contract and Schedule Status Report (CSSR)	
2.10.1	<p>The Contractor must provide the Authority with a monthly Viking Contract and Schedule Status Report (CSSR) as detailed in the CSSR Data Item Description (DID) contained at Annex A to Schedule 14 (Contract Data Requirements List). The purpose of the CSSR report is to provide the Contractor's progress against task with regard to;</p> <ul style="list-style-type: none"> - Planned (estimated time to complete task and contract hours required) - Actual (date complete and contract hours used, cost if additional work) - Forecast (Time, Cost, Scope) - Risk and Opportunity <p>The report is to include Authority issued tasks over the contract period, Tasks will consist of TQ's, MOD Form 760s, MOD Form 765s, Coupon Samples and any additional tasks, Cover modifications and Modifications.</p>	Monthly
2.10.2	The monthly report for the TQ's, MOD Form 760s, MOD Form 765s and Coupon Samples shall include a breakdown the planned, actual and forecast hours. Additionally, if there are delays, a new estimated date of completion beyond the original estimate must be supplied along with the reason for the delay.	Monthly
2.11	Quality	
2.11.1	The Contractor must appoint a Glider QMS manager. The Glider QMS manager must complete QMS enquiries, Quality Occurrence Reports (QORs), Quality Occurrence Investigations (QOIs) as per MAM-P Chap 11.1	
2.12	Management of Government Furnished Assets (GFA)	
2.12.1	The Contractor must establish and maintain an inventory of any Government Furnished Equipment (GFE) and Government Furnished Information (GFI) issued to them.	
2.13	Key personnel	
2.13.1	Provide a technical support manager who is to be the direct link with the Authority and will hold the authority and responsibility to ensure the technical aspects of the contract is delivered within agreed timescales. The technical support manager will be available by telephone and e-mail and will be available at the post design support meetings with the Authority. As agreed with the Authority, attendance at PDS review meetings maybe by telephone although the technical support manager shall represent the DO during mandatory meetings such as CIWG as described in Schedule 12 (meetings).	To be contactable during normal business hours.
2.13.2	Provide a project manager who is to be the direct link with the Authority and will hold the authority, responsibility and accountability to ensure the Contractor delivers its liabilities. The Project Manager will work with the Contractor's finance, commercial and technical staff to enable and support the output to the authority in the required timelines and to the required quality. The Project Manager will be available by telephone and	To be contactable during normal business hours.

Item	Requirement	Estimated Quantity
	e-mail and will be the Contractor's lead for the agreed post design support meetings with the authority. As agreed with the Authority, attendance at PDS review meetings maybe by telephone.	
3	Additional work	
3.1	Management of Modifications	
3.1.1	The Contractor must undertake Design Modifications in accordance with Def Stan 05-57 and MAA RAs 5305, 5306, 5308, 5311, 5312, 5405, 5313 and DAT GN03 Modifications will be categorised in accordance with Annex E to Def Stan 05-57 as required under MAA RA 5305 and DATIN 46.	Authorised through use of the TAF process as per Schedule 11 (Additional Work).
3.2	Not-In-Use fault investigations	
3.2.1	If there is a requirement for investigation for Not-In-Use equipment, when requested the Contractor must complete fault investigation activity described within MAM-P Chap 9.2 .	Authorised through use of the TAF process as per Schedule 11 (Additional Work).
3.3	Additional Core Hours	
3.3.1	In the event core hours have been or are likely to be exhausted, additional hours may be requested by the Authority to conduct activity covering requirement 1.1 to 1.7	Authorised through use of the TAF process as per Schedule 11 (Additional Work).
3.4	Statement of Operating Intent and Usage:	
3.4.1	The Contractor must review the Statement of Operating Intent and Usage (SOIU) when tasked to understand the implications on the life and maintenance of the Viking. The SOIU will be managed through annual and triennial reviews in accordance with RA5726 and Def Stan 00-970 Pt 1 Sect 3 Lft 38 (SOIU Review).	May be requested to support annual and triennial reviews through use of the TAF process as per Schedule 11 (Additional Work).
3.5	Reliability Centred Maintenance:	
3.5.1	<p>The Contractor must undertake reliability centred maintenance (RCM) analysis, as directed by the Authority, whereby levels of airworthiness can be maintained by the implementation of recognised protocols in an aircraft maintenance programme, RA5320</p> <p>The analysis must be carried out in accordance with the following publications:</p> <ul style="list-style-type: none"> <input type="checkbox"/> JAP(D) 100C-20 Preparation and amendment of maintenance schedules. <input type="checkbox"/> JAP(D) 100C-22 Guide to developing and sustaining preventive maintenance programmes. <input type="checkbox"/> RAs 4810. <input type="checkbox"/> Def Stan 00-40 Reliability and maintainability. <p>Def Stan 00-45 Using reliability centred maintenance to manage engineering failures.</p>	Authorised through use of the TAF process as per Schedule 11 (Additional Work).

Schedule 10 - Key Performance Indicators (KPIs)
Contract No: 700009024

KPI No.	KPI Description and Target	Calculation
1	<p>Key deliverables:</p> <p>80% of all key deliverables as listed in table 1 of Schedule 14 (Contract Data Requirements List) that are due for delivery in the performance month are to be delivered to the appropriate Authority Representative by the required due date.</p>	<p>Total number of key deliverables due for delivery in month and delivered on time divided by the total number of deliverables due in month</p> <p>Pass = 80% or greater</p> <p>Fail = Any figure below 80%</p>
2	<p>Airworthiness and Safety: Unresolved Safety Non-Compliance (resolution plan not produced and agreed within 2 weeks of audit report)</p> <p>Green if 0 (zero)</p> <p>Red if 1 (one) or more</p>	<p>Measured as the number of significant non-compliances with applicable safety legislation or Military Airworthiness Authority (MAA) Regulatory publications (MRPs) recoded by an independent auditor where a resolution plan has not been produced and agree with the TAA within two weeks of written notice of the audit finding, by the end of each month.</p>

Annex A to Schedule 10 - Progress Report
Contract No: 700009024

The Contractor is to return a progress report containing the below information for each calendar month the contract is active for.

	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20
Key deliverables due for delivery in month					
Total deliverables received					
Total deliverables outstanding					
Total deliverables delivered on time					
KPI 1.1 performance rate	%	%	%	%	%
Pass/Fail					
KPI 2.1 performance rate					
No. of non-compliances recoded by an independent auditor and a resolution plan is due for submission to the TAA in Performance period					
Number of resolution plans submitted in response to above non-compliances.					
Outstanding reports	0	0	0	0	0
Pass/Fail					

Annex B to Schedule 10 - Progress Report Management Information
Contract No: 700009024

In support of Annex A, the Contractor is to provide the following management information, as a minimum.

Type of Deliverable	Deliverable reference	Date task submitted	Working Days	Date response required	Date received	Days late	Pass KPI 1

Schedule 11 - Additional Work
Contract No: 700009024

1. In addition to the core activities to be undertaken by the Contractor under Items 1 to 4 of the Schedule 2 (Schedule of Requirements) and section 1 and 2 of Schedule 9 (Statement of Work), the Contractor may be authorised by the Authority to undertake additional work in line with this Schedule 11 (Additional Work) and where specifically stated under section 3 of Schedule 9 (Statement of Requirement).
3. All prices in respect of additional work shall be subject to pricing and payment conditions, including Condition 35 (Contract Price), Condition 36 (Payment and Recovery of Sums Due), Condition 37 (Value Added Tax), Condition 38 (Debt Factoring) and Condition 39 (Subcontracting and Prompt Payment)
4. All additional work under this Condition shall be authorised in accordance with the Task Approval provisions set out below:
 - a. The Contractor shall seek, and where appropriate the Authority shall give, approval to undertake additional work using the Task Approval Form (TAF) set out at Appendix A to this Schedule. Each TAF shall be identified by a discrete serial number in a sequential series together with the Contract Number. The first such serial number shall be 700009024/TAF/0001. These numbers shall be quoted in all associated correspondence and documentation including claims for payment.
 - b. Upon receipt of a completed Part 1 of the TAF, the Contractor shall prepare, complete and submit to the Authority's Project Manager and Commercial Officer detailed in Schedule 3 (Contract Data Sheet), a Part 2 of the TAF, using the rates set out at Schedule 15 (Payment Schedule). The Contractor shall also provide the Authority with the supporting data the Authority may reasonably require to verify any aspect of the Part 2 submission. Subject to the agreement of a fair and reasonable price in accordance with NAPNOC principles, the Authority will endeavour to authorise the additional work within a reasonable time after receipt of a fully completed Part 2 of the TAF. Such authorisation shall be given by the Authority using Part 3 of the TAF. Upon completion of the task, including payment therefor, the Contractor shall complete and submit to the Authority a completed Part 4 of the TAF. All work undertaken by the Contractor in preparing and submitting TAFs shall be included within the prices agreed for Item 3 of the Schedule 2 (Schedule of Requirements).
 - c. The Contractor shall not undertake any additional work under this Schedule 11 (Additional Work) until such time as the Authority has agreed a price and authorised the work by returning a signed Part 3 of the TAF. The Authority will not normally authorise additional work until such time as the Parties have agreed, as a minimum, (1) a specification in respect of the task concerned, (2) a date for completion of the task, and (3) a price for the task. The Authority may, however, at its sole discretion authorise the Contractor to proceed on the basis of a maximum price.
5. The Contractor shall create and maintain a register of all tasks authorised by the Authority under this Schedule 11 (Additional Work), including as a minimum the following details in respect of each task:
 - a. Task ID
 - b. Task Description

- c. Date of task authorisation
- d. Agreed task completion date
- e. Forecast task completion date (or actual task completion date if completed)
- f. Price

6. Where a task covers modification activity, the Contractor shall also include in the register maintained under this Schedule 11 (Additional Work) the following details as a minimum in respect of each modification:

- a. Modification number
- b. Title of modification
- c. Date of authorisation of modification
- d. Agreed date for completion of modification programme
- e. Forecast date for completion of modification programme (or actual completion date if completed)
- f. Total price for modification programme (excluding costs included under Item 1a of the Schedule of Requirements)
- g. Price for development of modification (where agreed separately)
- h. Price for manufacture of modification kits (where agreed separately)
- i. Price for embodiment programme of modification (where agreed separately)

TASK APPROVAL FORM (TAF)

Additional work under item 5 under Schedule 2 (Schedule of Requirements) and Section 3 of Schedule 9 (Statement of Requirements)

TAF serial number:

Priority:

Title:

Part 1 - Task detail and request for quotation

Task description:

--

The Contractor is hereby requested to provide a formal
for the task described above.

firm / maximum

price

Date by which the proposal shall be submitted:

--

Task Initiated by:

Signature:	Name:	Appointment:	Date:

Received by Contractor

Representative:

Signature:	Name:	Appointment:	Date:

TAF serial number:

Priority:

Title:

Part 2 - Task detail and request for quotation

The Contractor hereby acknowledges receipt of the request for quotation detailed at Part 1 above.

The below proposal is:

firm / maximum

 price

Explanation if this differs from part 1:

--

Total Cost of
Task excluding
VAT

Engineering - A full cost breakdown is attached at Appendix 1:

Procurement - A full cost breakdown and/or any relevant supporting documentation is attached at Appendix 2:

Other – A full cost breakdown is attached at Appendix 3:

TOTAL:

Remarks:

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Contractor:

Signature:	Name:	Appointment:	Date:
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TAF serial number:
Priority:
Title:

Part 3 - Authorisation to Proceed

The Contractor is hereby authorised to proceed with Task described below subject to the Contract terms and conditions as well as any additional terms and conditions set out herein.

Item	Description	Price
	Additional terms and conditions:	

Project Approval:

Signature:	Name:	Appointment:	Date:
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Commercial Approval:

Signature:	Name:	Appointment:	Date:
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TAF serial number:

Priority:

Title:

Part 4 - Task Closure

AG Form 173/210 Number	Date	Price	Remarks

Confirmation of final task closure, including the return of any GFA issued for the purpose of this task:

Signature:	Name:	Appointment:	Date:
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TAF serial number:

Priority:

Title:

Appendix 1: Engineering Cost Breakdown

[illegible]

Total	£0.00
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TAF serial number: 0
Priority: 0
Title: 0

Appendix 2: Procurement Costs Breakdown

[illegible]

Total	£0.00
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TAF serial number: 0
Priority: 0
Title: 0

Appendix 3: Other Costs Breakdown

[illegible]

Total	£0.00
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Schedule 12 – Meetings
Contract No: 700009024

A hierarchy of the main meetings are shown below:

Performance meetings:

Name	Frequency	See para:
PDS Implementation meetings	Four weeks after contract Award and then every two weeks as required.	1
Annual PDS Performance Review	Annually	2
Quarterly Performance Review	Quarterly	3
Monthly PM meeting	Monthly	4
Performance Improvement Meeting	As required	5

Regular technical meetings:

Name	Frequency	See para:
Combined Integrity Working Group (CIWG)	Once every six months	6
Local Technical Committee	Once every six months	7
Platform Safety and Environmental Panels (PSEP)	Once every six months	8
Liaison Visit	Monthly	9
Obsolescence Plan Review	Quarterly	10

1. PDS Implementation Meetings

a. Purpose: How the new PDS Contractor will commence the support to the contract and developing the Authority/Contractor relationship.

b. Outcome: Understanding of roles and responsibilities.

The Authority is made aware of risks and issues which may impact the ability for the Contractor to become an effective DO by the time of contract start.

Understanding of the plans for the Contractor to establish the numerous databases, methods of communication, escalation processes and progress to complete.

c. Frequency: Initially four weeks after contract award and then every two weeks until deemed no longer required by both the Authority and Contractor.

d. Duration: Nominally half a Business Day, however duration will be determined by the needs of the project at the time of the meeting.

e. Venue: Unless otherwise agreed the meetings shall be held at RAF Syerston, however, from the second meeting onwards it may be a teleconference.

f. Attendees: Contractors Project Manager, and Subject Matter Experts (SME) as appropriate. Authority Project Manager and/or Authority Project Staff, Authority Commercial Staff, and/or Authority customer representatives, SMEs as appropriate.

g. Chair: Authority Representative.

h. Secretary: To be provided by the Authority,

i. Agenda: To be provided by the Authority ten Business Days before the meeting.

j. Note: The Contractor will not be on contract until Contract Start; these meetings will only be needed until both Contractor and Authority are assured that the mechanisms and relationships have been established to deliver the contracted requirements.

Minutes/Records of Decision will be shared by the Authority within ten Business Days of the meeting. The Contractor will provide facilities and support services required for all approved meetings held at their establishment, the same will be valid for meetings held at the Authority's location.

2. Annual PDS Review Meeting

a. Purpose: To review the performance of the Contractor and the Authority in delivering the PDS support for the previous year.

b. Outcome: The Authority is informed of the current progress to date and understands what is to be completed in the following year. The Authority is made aware of risks and issues which may impact delivery.

Any changes proposed to the contract through the formal contract amendment process.

To update on the recent review of the obsolescence plan

How the contractor has delivered against the KPIs in the contract.

c. Frequency: Every year after Start Date until Expiry Date of Contract.

d. Duration: Nominally half a Business Day, however duration will be determined by the needs of the project at the time of the meeting.

e. Venue: Unless otherwise agreed the meetings shall be held at RAF Syerston or at the Contractor's UK Facility; to be decided by the Authority.

f. Attendees: Contractor's Project Manager, Contractor's commercial representative and Subject Matter Experts (SME) as appropriate.

Authority Project Manager and/or Authority Project Staff, Authority Commercial Staff, and/or Authority customer representatives, SMEs as appropriate.

g. Chair: Authority Representative.

h. Secretary: To be provided by the Authority.

i. Agenda: To be provided ten Business Days in advance.

j. Note: The Authority will take minutes at the meeting and distribute within ten Business Days of the meeting.

The Contractor will provide facilities and support services required for all approved meetings held at their establishment, the same will be valid for meetings held at the Authority's location.

3. Quarterly PDS Review Meeting

a. Purpose: To review the performance of the Contractor and the Authority in delivering the PDS support.

b. Outcome: The Authority is informed of the current progress to date and understands what is to be completed in the following quarter. The Authority is made aware of risks and issues which may impact delivery.

To update on the recent review of the obsolescence plan

How the contractor has delivered against the KPIs in the contract.

c. Frequency: Every three calendar months after Start Date until Expiry Date of Contract. Each 4th Quarterly review will be held as an Annual review

d. Duration: Nominally one Business Day, however, duration will be determined by the needs of the project at the time of the meeting.

e. Venue: Unless otherwise agreed the meetings shall be held at RAF Syerston or at the Contractor's UK Facility; to be decided by the respective PMs.

f. Attendees: Contractor's Project Manager, and Subject Matter Experts (SME) as appropriate. Authority Project Manager and/or Authority Project Staff, Authority Commercial Staff, and/or Authority customer representatives, SMEs as appropriate

g. Chair: Authority Representative.

h. Secretary: To be provided by the Contractor.

i. Agenda: To be provided by the Contractor 15 Business Days in advance of the meeting. Agenda to be agreed by the Authority, with agenda points to be added by the Authority up to ten Business Days prior to the meeting.

i. Note: The Contractor will take minutes at the meeting and distribute within ten Business Days of the meeting; any delays to the distribution of the minutes will be indicated to the Authority's PM as soon as possible. The Contractor will provide facilities and support services required for all approved meetings held at their establishment, the same will be valid for meetings held at the Authority's location.

4. Monthly PM meeting

a. Purpose: To review the performance of the Contractor and the Authority in delivering the PDS support; specifically focussed on the progress of TAFs and against Key Performance Indicators in line with Schedule 10.

b. Outcome: The Authority is informed of the current progress to date and understands what is to be completed in the following month. The Authority is made aware of risks and issues which may impact delivery.

Expected dates for delivery of TAF Part 2.

Progress made against TAF Part 3s.

Payments to be made against TAF Part 4s.

Notification of any proposed TAFs to be submitted.

c. Frequency: Every month after Start Date until Expiry Date of Contract.

d. Duration: Predominantly telecon for 1hr. Occasional visit to Contractor or Authority location if required.

e. Venue: Unless otherwise agreed the meetings shall be telecon. There may be the opportunity for them to be held at RAF Syerston or at the Contractor's UK Facility; to be decided by the respective PMs.

f. Attendees: Contractor's Project Manager, Authority Project Manager.

g. Chair: None

h. Secretary: None

i. Agenda:None

j. Note: If the Contractor PM is required to come to the Authority's location for this meeting, then it should be held at the same time as an already established technical or PDS review meeting. Otherwise it will be managed through the Additional Work process. The Contractor will provide facilities and support services required for all approved meetings held at their establishment, the same will be valid for meetings held at the Authority's location.

5. Performance Improvement Meeting.

- a. Purpose: For the parties to have a face to face meeting regarding unsatisfactory performance and to review the Performance Improvement Plan.
- b. Outcome: The Parties should understand: The underlying causes of the performance failure; the wider impact the failing has had; the expected continued implication as rectification measures are taken; the Parties should review and agree to the actions recommended in the Performance Improvement Plan or agree alterations.
- c. Frequency: Only required as and when called for by the Authority as a remedy to KPI failures in line with Condition 48 and Schedule 10 (KPIs).
- d. Duration: The Duration will be dictated by the nature and extent of contract failure.
- e. Venue: RAF Syerston.
- f. Attendees: Contractor's Project Manager, Commercial Manager, and Subject Matter Experts (SME) as appropriate. Authority Project Manager and/or Authority Project Staff, Authority Commercial Staff, and/or Authority customer representatives, SMEs as appropriate.
- g. Chair: Authority Representative
- h. Secretary: To be provided by the Contractor.
- i. Agenda: To be provided by the Contractor.
- j. Note: The Contractor will take minutes at the meeting and distribute within ten Business Days of the meeting along with any updates to the Performance Improvement Plan.

6. Combined Integrity Working Groups (CIWG)

- a. Purpose: The CIWG forms a fundamental part of the governance of the through-life safety management of the Air System. At the top level, the CIWG should keep in mind two questions that define its aim: 1) Is there sufficient evidence to prove that, at current and forecast usage rates, the platform will safely achieve its out of service date? If not, what do we need to do to address this? 2) How do we ensure that risks to air safety arising from the four threats to structural integrity are managed, ALARP and tolerable?
- b. Outcome: Fleet planning; Establishing structural integrity; Sustaining structural integrity; Validating structural integrity; Recovering structural integrity; Exploiting structural integrity; Disposal; Assessment of Integrity Management Airworthiness Regulation Compliance Scorecard (IMARCS)
- c. Frequency: Occurs every six calendar months, usually in or around September and March.
- d. Duration: Nominally one Business Day, however, duration will be determined by the needs of the project at the time of the meeting.
- e. Venue: RAF Syerston
- f. Attendees: Contractors Project Manager, and Subject Matter Experts (SME) as appropriate. Authority Project Manager and/or Authority Project Staff, and/or Authority customer representatives, subject matter experts as appropriate including 3rd party independent experts at the direction of the Authority. 22Gp
- g. Chair: Authority Representative.
- h. Secretary: To be provided by the Authority.
- i. Agenda: To be provided by the Authority ten Business Days prior to the meeting.
- j. Note: Minutes/Records of Decision will be shared by the Authority within 10 Business Days of the meeting.

7. Local Technical Committee (LTC)

- a. Purpose: In line with RA 5303 - Local Technical Committee. A technical forum necessary to make decisions on technical and associated matters, including modifications, regarding the Type or Equipment Design. Failure to manage and record these pertinent decisions may result in a compromised level of Airworthiness and safety. This technical forum must be given appropriate authority and have the ability to refer decisions to a higher authority
- b. Outcome: The LTC provides a forum for dealing with technical and associated matters, including modifications, to make decisions and, where necessary, make recommendations.
- c. Frequency: Occurs every six calendar months, usually in or around September and March.
- d. Duration: Nominally half a Business Day, however duration will be determined by the needs of the project at the time of the meeting.
- e. Venue: RAF Syerston.
- f. Attendees: Contractors Project Manager, and Subject Matter Experts (SME) as appropriate. Authority Project Manager and/or Authority Project Staff, and/or Authority customer representatives, subject matter experts as appropriate including 3rd party independent experts at the direction of the Authority. 22Gp.
- g. Chair: Authority Representative (typically TAA).
- h. Secretary: To be provided by the Authority.
- i. Agenda: To be provided by the Authority ten days before meeting.
- j. Note: Minutes/Records of Decision will be shared by the Authority within ten Business Days of the meeting.

8. Platform Safety and Environmental Panels (PSEP)

- a. Purpose: To review the Safety Management Plan (SMP) for the Design Organization and the Authority to ensure both are up to date and relevant. To consider those risks to the Air System and ensure they are ALARP.
- b. Outcome: A rating of the Air System on its safety and if the risks are being managed ALARP. Any actions required to make updated to the relevant SMPs.
- c. Frequency: Held every six calendar months following a drumbeat, usually held around September and March of each year.
- d. Duration: Nominally one Business Day, however duration will be determined by the needs of the project at the time of the meeting.
- e. Venue: RAF Syerston
- f. Attendees: DT (technical, contracts and finance officers as required). Other relevant TAAs or Commodity DTLs. The customer. Release To Service Authority (RTSA). Aviation Duty Holders (ADH) and Commanders. Design Organization. The appropriate T&E organization. Defence Aircrew Publications Squadron. Independent Safety Advisor. DE&S Operating Centre Safety Team. Specialist advisers where appropriate.
- g. Chair: Authority Representative (typically TAA).
- h. Secretary: To be provided by the Authority.
- i. Agenda: To be provided by the Authority
- j. Note: Minutes/Records of Decision will be shared by the Authority within ten Business Days of the meeting.

9. Liaison Visits

- a. Purpose: For the Contractor to visit RAF Syerston to carry out any analysis or inspections of flying aircraft in support of the PDS
- b. Outcome: Informal visit to see the aircraft in their operating environment and have technical-based conversations with the AMO or DT.
- c. Frequency: 12 (Twelve) per year.
- d. Duration: Nominally one Business Day, however, duration will be determined by the needs of the project at the time of the meeting.
- e. Venue: RAF Syerston
- f. Attendees: As required
- g. Chair: No chair – informal visit.
- h. Secretary: No secretary – informal visit.
- i. Agenda: No agenda – informal visit
- j. Note: The Authority will provide facilities as required

10 Obsolescence Management Plan Review

- a. Purpose: For the Contractor to set up an Obsolescence Management Plan Review so that they can feed information about equipment obsolescence back to the Authority to enable them to update the Obsolescence Management Plan.
- b. Outcome: All relevant information obtained by the contractor whilst in conducting the requirement as per 1.3.1 of Schedule 9 (Specification) is to be communicated to the Authority enable the Obsolescence Plan to be updated.
- c. Frequency: Every three months from Contract Award.
- d. Duration: Nominally half a Business Day, however duration will be determined by the needs of the project at the time of the meeting.
- e. Venue: RAF Syerston
- f. Attendees: As required
- g. Chair: Authority's Representative
- h. Secretary: To be provided by the Contractor.
- i. Agenda: To be Provided by the Contractor at least ten Business Days before the meeting
- j. Note: The Contractor will take minutes at the meeting and distribute within ten Business Days of the meeting; any delays to the distribution of the minutes will be indicated to the Authority's PM as soon as possible.

Schedule 13 – Transfer Regulations

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

- 1.1 In this Schedule 13 Part 1, 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.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 13 Part 1 unless the context otherwise requires:

"Data Protection Legislation" means: (i) Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing any part of the Services who is or is to be the employer of an Authority Employee, a Previous Contractor Employee or an Unexpected Employee;

"New Provider" means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Previous Contractor" means Marshall Aerospace and Defence Group

"Previous Contractor Employee" means an employee of a Previous Contractor who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer;

"Relevant Transfer" means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Transfer Regulations;

"Relevant Transfer Date" means the date on which a Relevant Transfer is effected for Previous Contractor Employees;

"Relevant Statutory Scheme" has the same meaning as in Regulation 8 of the Transfer Regulations;

"Services" shall have the meaning specified in Schedule 2 (Schedule of Requirements);

"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.

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 1 of this Schedule 13 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme or otherwise do not transfer pursuant to regulation 4A of the Transfer Regulations) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.
- 2.2.3 The Contractor agrees that it will comply with its obligations under sections 257 and 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005.
- 2.2.4 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the

Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:

- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
- (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
- (c) any collective agreement or any arrangement with any trade union or staff association after the Relevant Transfer Date.
- (d) Any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B).

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

3.1.1 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 the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

3.2.1 The Contractor shall upon request by the Authority provide (or shall procure that an Employing Sub-Contractor shall provide) the Authority with the following information in respect of the employees who are wholly or mainly employed, assigned or engaged in providing the Services:

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;

- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

Part A

1. Pursuant to paragraph 2.1.1 of this Schedule 13 Part 1, 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) will be provided to the extent it is not included within the written statement of employment particulars:
 - 1.1 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 any 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.
 - 1.2 **Performance Appraisal**
 - a) The current year's Performance Appraisal;
 - b) Current year's training plan (if it exists); and
 - c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;
 - 1.3 **Superannuation and Pay**
 - a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within 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 period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 **Medical**

- a) Sickness and absence records for the immediately preceding four-year period; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 **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.

1.6 **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 may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Relevant Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule 13, Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 13, Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 13 Part 1 of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 13, Part 1, in this Schedule 13, Part 2 unless the context otherwise requires:

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) 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 .

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

2.1.1 No earlier than eighteen month preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (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):

(a) 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;

(b) 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 13 Part 2 relating

to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;

- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall:

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
- (c) 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.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 13 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

2.1.4 Within 14 days following the relevant Subsequent 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 13 in respect of Subsequent Transferring Employees.

2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix 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 Sub-Contractors 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 2.1.1 and

2.1.2. Notwithstanding this paragraph 2.1.4, the Contractor acknowledges (and shall procure that its Sub-Contractors 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 Services, 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 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.

2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six 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:

- (a) 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 Services under this Contract; or
- (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
- (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
- (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (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 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 13 Part 2.

2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 13 Part 2 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 Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 Obligations in Respect of Subsequent Transferring Employees

2.2.1 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:

- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
- (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 Unexpected Subsequent Transferring Employees

2.3.1 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 Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent 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 Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:

- (a) 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 Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
- (b) if the Unexpected Subsequent 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 Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and
- (c) 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 Subsequent Transferring Employee's claim or allegation:
 - (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

- (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
- (iii) any liabilities relating to the termination of the Unexpected Subsequent 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;
- (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) 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 2.3.

2.4 **Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract**

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent 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 Subsequent 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 Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent 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.

2.4.2 If there is a Subsequent 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:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent 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 Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent 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 Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent 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.

2.4.3 In the event of a Subsequent 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 Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, 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.

2.5 Contracts (Rights of Third Parties) Act 1999

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 13 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.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 13, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors 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 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), 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;
 - 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 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor'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

1. Pursuant to paragraph 2.1.2 of this Schedule 13, part 2, 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:

1.1 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.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 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 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
- ki Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

- a) Details of any period of sickness absence of 3 months or more in the preceding period of 12 months; and
- b) Details of any active restoring efficiency case for health purposes.

1.4 **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.

1.5 **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 as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

1.6 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

Part C

1.7 **Information to be provided within 14 days following a Subsequent Transfer Date:**

1.7.1 Performance Appraisal

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements;

1.7.2 Superannuation and Pay

- a) Cumulative pay for tax and pension purposes;
- b) Cumulative tax paid;
- c) National Insurance Number;
- d) National Insurance contribution rate;
- e) Other payments or deductions being made for statutory reasons;
- f) Any other voluntary deductions from pay;

Schedule 14 - Contract Data Requirements List
Contract No: 700009024

Table 1: Key deliverables that will be measured as part of the Key Performance Indicator.

Ser.	Deliverable	Reference	Due Date
1	Progress report and supporting management information	Schedule 10, Annex A and Annex B	One report and supporting MI data due for each month the contract is active. Due within 10 (ten) Business Days following the end of the month.
2	Contract and Schedule Status Report (CSSR)	2.10.1 of Schedule 9 (Statement of Requirement)	Due within 10 (ten) Business Days following the end of the month.
3	Topic 2R1 Coupon Sampling Reports	2.6.1 of Schedule 9 (Statement of Requirement)	One for each coupon sample submitted, report due within 20 (twenty) Business Days
4	TQ response	1.1.1 and 1.1.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
5	In-Use fault investigations, F760.	1.2.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
6	Amend, extend or update the Air System Document Set.	1.3.1 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
7	Delivery of draft Amendments	2.3.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.

Table 2: Other contract deliverables

Ser.	Deliverable	Reference	Due Date
1	Quality management plan, Schedule 17	Schedule 17	Within three months of contract Award
2	DO Project Safety Management Plan	2.7 of Schedule 9 (Statement of Requirement)	
3	Meeting minutes for: - Quarterly PDSA review meetings - Obsolescence plan review	Schedule 12 (Meetings)	Within ten Business Days following completion of the meeting.
7	Repair Scheme and Generic Repair Schemes	1.6.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
8	Delivery of documentation	2.1.5 of Schedule 9 (Statement of Requirement)	Within 10 (ten) Business Days of request.
9	Supply of Design records	2.1.9 of Schedule 9 (Statement of Requirement)	Within 20 (twenty) Business Days of request.
10	Cover Modifications	1.4.1 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
11	In-Use fault investigations, statement of work and programme for proposed investigation	1.2.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
12	In-Use fault investigations, Draft Report.	1.2.2 of Schedule 9 (Statement of Requirement)	A response will be provided in line with the priority assigned as follows: - Immediate: 5 (five) Business Days. - Rapid: 20 (twenty) Business Days. - Routine: 60 (sixty) Business Days.
13	Performance Improvement Plan	DID-PDS-002 at Annex B to this Schedule 14	To be provided as detailed at Annex B of this Schedule 14

Annex A – Contract and Schedule Status Report (CSSR) – DID-PC-004A

1. Title: CONTRACT AND SCHEDULE STATUS REPORT (CSSR)
2. Number: DID-PC-004A
3. Version: 1.0
4. Delivery Schedule: Monthly PM Meeting
5. Description: The CSSRs are prepared by the Contractor to provide the Authority with progress data designed to report multiple aspects of contract performance and future planning activity. Example of CSSR Format has been provided by the Authority.
6. Use/Relationship:
 - a. The Authority will use the CSSRs to:
 - (1) Assess and evaluate progress [against tasks] for contract performance meetings and reviews;
 - (2) Assess the impact of existing and potential problems encountered resulting in significant variance from previous report and as the basis for discussing potential mitigation actions.
 - (3) Provide accurate, timely status [Monthly] information to aid Authority view of Contractor performance.
 - (4) Report on core hours utilised and remaining core hours with month forecast (Total core hours utilised vs remaining hours in year).
7. Applicable Standards, Governance & Related Documentation:
 - a. Planning, Scheduling, Monitoring and Control (APM 2015) Guidelines unless otherwise stated in the Contract terms.
8. Requirements:
 - a. Data provided within the CSSRs shall relate to the authorised contract work undertaken in support of this contract;
 - (1). General Overview (to include summary of task progress vs hours burned), high-level detail on high priority tasks.
 - (2). Core Hour Report;
 - (a) Unique task number
 - (b) Task title
 - (c) Deliverables
 - (d) Task date Issued by the Authority.
 - (e) Task planned completion date, as agreed with the Authority.
 - (f) Estimated completion timescales & date.
 - (g) Actual completion date, as agreed with the Authority.
 - (h) Variance
 - (3) Budget
 - (a) Actual number of hours burned
 - (b) Forecast number of hours burned
 - (c) Variance
 - (d) Total cost of period (£)
 - (e) Variance (%)
 - (f) Total cost (£)
 - (4) Additional Tasks
 - (a) Unique task number
 - (b) Task title
 - (c) Deliverables
 - (d) Task date received by contractor from Authority.
 - (e) Task planned completion date, as agreed with the Authority.
 - (f) Actual completion date, as agreed with the Authority.
 - (5) Risks and Opportunities
 - (a) Risk ID
 - (b) Risk rating (risk scoring methodology to be defined by the

- Authority)
 - (c) Risk Title
 - (d) Risk Owner
 - (e) Change in Period
 - (f) Risk rating pre-mitigation
 - (g) Risk rating post-mitigation
 - (6) Issues
 - (a) Issue ID
 - (b) Issue rating (risk scoring methodology to be defined by the Authority)
 - (c) Issue Title
 - (d) Issue Owner
 - (e) Change in Period
 - (f) Issue rating pre-mitigation
 - (g) Issue rating post-mitigation
- b. The level of detail required for this report is to be agreed with the Authority.
- c. NOTE: Lower level detail may be required on an ad hoc basis in areas where a problem has occurred until such time that the Authority is content to return to the higher level.
- d. Report progress against key tasks (as agreed with the authority) to be reported monthly via the CSSR report template (info required as above).
- 9. Preparation Instructions: The content requirements of this data item should be considered as a minimum standard that is required.
- 10. Data Format & Delivery Instructions:
 - a. The data item shall comply with the general format, content and preparation instructions contained in this DID.
 - b. CSSRs are to be delivered in electronic format to the Authority on a monthly basis.

Annex B – Performance improvement plan – DID-PDS-002

1. Title: Performance improvement plan
2. Number: DID-PDS-002
3. Version: 1.0
4. Delivery Schedule: when triggered as a remedy under Condition 48. (Key Performance Indicators)
5. Description: The performance improvement plan is to be prepared by the Contractor to provide the Authority with an analysis of why performance has been below the required standard, what actions are being taken to rectify the performance issues, the timeframe in which the Authority can expect performance to return to the required standard, and what measures have been taken to prevent it from happening again.
6. Use/Relationship:
 - a. The Authority will use the performance improvement plan to:
 - (1) Ascertain the root cause of the failings;
 - (2) To review the proposed improvement actions;
 - (3) To consider the time it will take for performance to improve so that risk mitigation can be taken.
 - (4) Make a decision on whether a performance improvement meeting is required.
7. Applicable Standards, Governance & Related Documentation: N/A.
8. Requirements:
 - a. Data provided as part of the plan must include;
 - (1) Root cause analysis of the reasons for performance failure;
 - (2) Recommended actions to improve performance to the levels required in Schedule 10 (KPIs);
 - (3). Any dependencies required to be able to implement the plan;
 - (4) Risks and opportunities in carrying out the activity;
 - (5) Timeframe to carry out actions including performance targets during period of rectification.
 - (6) The impact on current and expected tasks and activities.
9. Preparation Instructions: N/A
10. Data Format & Delivery Instructions:
 - a. The plan will be compatible with Microsoft word or issued in PDF format.
 - b. The plan is to be delivered in electronic format to the Commercial Officer and the Project Manager as detailed in Schedule 3 (Contract Data Sheet).

Schedule 15 - Payment Schedule
Contract No: 700009024

1. The Total Management fee as detailed in line 4 of Schedule 2 (Schedule of Requirements) for each contract year will be paid in monthly instalments. Each monthly amount will be due for payment in line with Condition 36. (Payment and Recovery of Sums Due) following an invoice from the contractor that is accompanied with the monthly progress report detailed in Schedule 10.

Total Management Fee for:	Contract Year 1 Firm Price (£)	Contract Year 2 Firm Price (£)	Contract Year 3 (Option 1 and Option 2) Firm price (£)
August	[Redacted]	[Redacted]	[Redacted]
September	[Redacted]	[Redacted]	[Redacted]
October	[Redacted]	[Redacted]	[Redacted]
November	[Redacted]	[Redacted]	[Redacted]
December	[Redacted]	[Redacted]	[Redacted]
January	[Redacted]	[Redacted]	[Redacted]
February	[Redacted]	[Redacted]	[Redacted]
March	[Redacted]	[Redacted]	[Redacted]
April	[Redacted]	[Redacted]	[Redacted]
May	[Redacted]	[Redacted]	[Redacted]
June	[Redacted]	[Redacted]	[Redacted]
July	[Redacted]	[Redacted]	[Redacted]

2. Any tasks required under Section 3 of Schedule 9 (Statement of Work), which has been approved under the process detailed in Schedule 11 (Additional Work), will use the following hourly rate for the Contractor's time and profit applied to any materials required to complete the task. For the avoidance of doubt, the profit rate cannot be added to the hourly rate to conduct the work as identified under Section 3 of Schedule 9 (Statement of Work)

	Contract Year 1 Firm Price	Contract Year 2 Firm Price	Contract Year 3 (For use with Option 1 and Option 2)
Additional Work price per hour Firm Price (£)	[Redacted]	[Redacted]	[Redacted]

Schedule 16 - Government Furnished Assets (GFA)

Contract No: 700009024

1. This Schedule details the Government Furnished Assets (GFA) to be made available to the Contractor by the Authority for the duration of the Contract.
2. The assets listed in this Annex shall represent the Authority's sole obligation with regard to the provision of GFA under the Contract and the Contractor shall have no right to any additional items, facilities, resources and information from the Authority except as may be subsequently agreed between the Parties and implemented through formal Contract amendment.
3. All GFA issued under the Contract shall be subject to the Conditions of the Contract, including DEFCON 611, DEFCON 694 and Def Stan 05-99 part 1 and part 2.
4. All items of GFA are classified into four different categories. These categories, together with a description of each category are set out in the table below:

Category	Description
Contract Work Item (CWI)	The item or equipment being worked on (excluding items being manufactured from new)
Contract Support Item (CSI)	Item provided to support work on the Contract Work Item
Contract Embodiment Item (CEI)	Item/sub-assembly embodied in the Contract Work Item
Contract Work Arising (CWA)	Item/sub-assembly removed from the Contract Work Item

Government Furnished Facilities (GFF)

None – Not applicable at this time.

Government Furnished Equipment (GFE)

None – Not applicable at this time.

Government Furnished Information (GFI)

Document/Information name	AL/Rev No	Edition	Date	Category
DAP 101G - 1001 - 1 Aircraft Maintenance Manual	12	1st	Sep-19	CWI
DAP 101G - 1001 - 2 General Orders and Modifications	3	1st		CWI
DAP 101G - 1001 - 6A Repair and Reconditioning Instructions	13	1st	Sep-19	CWI
DAP 101G - 1001 - 3A Illustrated Parts Catalogue	13	1st	Sep-19	CWI
AP 101G - 1001 - 15 Aircrew Manual	0	2nd	Jul-19	CWI
AP 101G - 1001 - 15s Statement of Operating Intent and Usage	0	6th	Aug-15	CWI
AP101G-1001-14 Flight Reference Cards	0	6th	Mar-18	CWI
DAP 101G - 1001 - 2(R)1 Engineering Authority General Orders and Special Instructions	2	1st	Oct-19	CWI
AP 101G - 1001 - 2(R)2 Service Engineered	13	Initial	Jan-88	CSI

Modifications				
AP 101G - 1001 - 2(R)4 Special Trial Fits	1	Initial	Feb-99	CSI
DAP 101G - 1001 - 5A1 Master Maintenance Schedule	3	3rd	Jul-19	CWI
AP 101G - 1001 - 5A2 Hazard and Maintenance Information	0	3rd	Mar-16	CWI
AP + DAP 101G - 1001 - 5B1 Flight Servicing Schedule	2	4th	May-19	CWI
DAP 101G - 1001 - 5C Minor Maintenance Schedule	1	3rd	Jul-19	CWI
DAP 101G - 1001 - 5D Major Maintenance Schedule	1	3rd	Jul-19	CWI
AP 101G - 1001 - 5G Non Destructive Test Schedule	0	Initial	Jan-05	CWI
DAP 101G - 1001 - 5L/N/P/Q Storage	0	1st	Jul-05	CWI
AP 101G - 1001 - 5M Flight Test Schedule	0	4th	Feb-13	CWI
Viking T1 – Release to Service (RTS)	4	8th	Jul-19	CSI
Static Type Record (STR)				CWI
Fatigue Type Record (FTR)				CWI
Historic Repair Drawings – As required				CSI
Historic TQ Register – As required				CSI
MOD F765 Register – As required				CSI
MOD F760 Register – As required				CSI
Historic DT granted Concessions – As required				CSI
OEM Drawings				CSI
Master Record Index				CWI
Master Modification Record				CWI
All T69A parts data (materials, specs, drawing, methods of construction, tooling, certification etc)				CSI
Editable copies of all ADS currently under MADG Publications Office control				CWI
Obsolescence Management Plan				CWI

Schedule 17 - Quality Management Plan
Contract No: 700009024

Please see separate document "5197621_0.1_Viking_PDS_DRAFT_QMP" dated 12 May 2020.

The Contractor has three months from contract commencement to finalise the plan and submit to the Authority for inclusion into the contract in accordance with DEFCON 602A.

The plan must be compliant with:

1. AQAP 2105, Edition 2 - NATO Requirements for Deliverable Quality Plans
2. AQAP 2110, Edition D, Version 1 - NATO Quality Assurance Requirements for Design, Development and Production.
3. Def Stan 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions
4. Def Stan 05-135 - Avoidance of Counterfeit materiel
5. ISO 9001:2015 – Quality management systems

Schedule 18 - IPR
Contract No: 700009024

1. Definitions

1.1 “Technical Data” means information of a scientific, or technical or programme/project management nature which is recorded or documented in any medium and whether or not in human readable format, but excluding unrecorded information communicated solely by oral communications and excluding computer software that is subject to other licensing arrangements as agreed with the Authority.

1.2 “Article” includes part or the whole of any item, component or process which the Contractor is required under the Contract to supply or in connection with which it is required under the Contract to carry out any service and any other article or part thereof to the same design as that article.

1.3 “Commercially-available Off-The-Shelf Item”, or “COTS Item” means an item that is freely available on the open market to any entity and is supplied with sufficient Technical Data to enable it to be installed, operated and replaced without reference to the Contractor or any sub-contractor.

1.4 “Interface Data” means Technical Data that describes the overall physical, functional and performance characteristics (for example, “form, fit and function” information) of an Article that is a Contractor Deliverable and is sufficient to enable physical and functional interchangeability, or replacement with interchangeable items, or to enable the Article to interoperate with other items, components or processes.

1.5 “Intellectual Property Rights” or “IPR” means all patents, utility models, or rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database rights; semiconductor chip topography rights; rights in confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world.

1.6 “HMG” means Her Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland.

1.7 “Unlimited Rights” means rights to copy, use, modify, reproduce, or disclose Technical Data in whole or in part, and to authorise third parties to do so, in any manner, and for any UK Governmental Purpose; but, for the avoidance of doubt, such purposes shall not extend to commercial sales of Articles except for the disposal of outworn or surplus items, nor to licensing of Contractor-owned IPR for revenue generation.

1.8 “Unlimited Rights Technical Data” means Technical Data in which the Authority has Unlimited Rights.

1.9 “Limited Rights” means rights to copy, use, modify or disclose Technical Data, in whole or in part, only within HMG for any UK Governmental Purpose or as otherwise agreed with the Contractor.

1.10 “Limited Rights Technical Data” means Technical Data in which the Authority has Limited Rights.

1.12 “UK Governmental Purposes” means anything done by or for HMG under the authority of a Minister of the Crown.

1.13 “Background Patents and Designs” means patents or registered designs granted in respect of any patent or registered design applications made before the date of issue of the Authority’s first written invitation to tender (“ITT”) for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing by the inventor(s) or designer(s) before that date.

2. Ownership of IPR

2.1 Subject to any existing rights of the Authority or any third party, the ownership of IPR in Technical Data and any other IPR generated by the Contractor in the course of work under the Contract shall, as between the Authority and the Contractor, belong to the Contractor.

3. Rights in Technical Data

3.1 Unlimited Rights

3.1.1 The Authority shall have a royalty-free, worldwide, non-exclusive, perpetual and irrevocable Unlimited Rights licence for all Technical Data, which is a Contractor Deliverable, or has otherwise been delivered to the Authority as part of the work carried out under the Contract, and has been generated under the Contract.

3.1.2 Notwithstanding the provisions of clause 3.1.1 or any other provisions of this Condition, the Authority shall have Unlimited Rights in the following Technical Data delivered or deliverable under the Contract:

3.1.2.(a) Interface Data;

3.1.2 (b) corrections or minor amendments to Technical Data supplied to the Contractor as Government Furnished Assets;

3.1.2(c) Technical Data in which the Authority has obtained Unlimited Rights under another contract;

3.1.2(d) Technical Data that has been made publicly available otherwise than in breach of obligations of confidence, or Technical Data that the Contractor has disclosed without restrictions on further use or disclosure; and

3.1.2(e) any Technical Data specifically identified in the Schedule of Requirements as deliverable to the Authority with Unlimited Rights.

3.1.3 The Authority shall have Unlimited Rights of use in the following Technical Data, including any Limited Rights Technical Data included in or associated with it, notwithstanding the provisions of clause 3.2:

3.1.3.(a) studies, analyses, test data or similar data generated for the Contract, or for a response by the Contractor to an invitation to tender for the Contract, when the study, analysis, test or similar work is a Contractor Deliverable, but excluding test methodology to the extent that it consists of Limited Rights Technical Data;

3.1.3.(b) Technical Data in data packs which are Contractor Deliverables; and

3.1.3.(c) Technical Data for installation, operation, routine maintenance or training purposes;

The Unlimited Rights granted to the Authority under clause 3.1.3 shall not apply to any Technical Data in self-standing proprietary designs, processes and materials that forms any part of the Technical Data that is a Contractor Deliverable and is notified to the Authority as Limited Rights Technical Data in accordance with the provisions of clause 4.1 of this Condition.

3.2 Limited Rights

3.2.1 The Authority shall have royalty-free, worldwide, non-exclusive, perpetual and irrevocable Limited Rights in all Technical Data that is or forms part of a Contractor Deliverable, or has been otherwise been delivered to the Authority, and which has not been generated under the Contract, and which has been notified to the Authority in accordance with the provisions of clause 4.1.

3.2.2 The Authority shall retain any rights that it has obtained in Technical Data by virtue of the provisions of another contract or other arrangement.

3.2.3 Except as may be required or permitted by law or as otherwise permitted by the provisions of another contract or other arrangement, the Authority shall not disclose Limited Rights Technical Data outside HMG unless it has obtained the prior written permission of the Contractor or as permitted by the provisions of clause 3.3.

3.3 Specific Disclosure Rights of the Authority in Limited Rights Technical Data

3.3.1 Notwithstanding any restrictions on disclosure in clause 3.2, the Authority shall be permitted to disclose, and authorise the use of, Technical Data with Limited Rights for UK Governmental Purposes:

3.3.1(a) to an independent support contractor, solely for the purposes of the provision of a service to the Authority which, unless otherwise stated in the Contract, shall be limited to managing, monitoring, evaluating, assessing or auditing the work under the Contract; and

3.3.1(b) where the Contract is for the supply of Services and the Limited Rights Technical Data concerns the processes and procedures concerned with the delivery of the Services, to a follow-on contractor only for the continued supply of the Services following termination or expiry of the Contract, or during any transitional period as may be specified in the Contract, and only to the extent necessary for the delivery of the follow-on Services; and

3.3.1(c) where the Technical Data is necessary for repair, maintenance or overhaul of equipment for urgent operational or safety reasons, subject to the recipient (i) agreeing that the Technical Data shall only be used, or copied for those purposes, and (ii) agreeing to return the Technical Data to the Authority immediately on completion of the urgent operational or safety need without retaining a copy.

3.3.2 The Authority will have the right to disclose Limited Rights Technical Data for information and evaluation purposes in confidence to a foreign government for UK Governmental Purposes only and with the prior written permission of the Contractor

3.3.3 The Authority shall not disclose Technical Data properly marked under clause 5 as being Limited Rights Data unless it has first provided the Contractor, or other party asserting Limited Rights, with the opportunity to enter into a direct confidentiality agreement in the form of DEFFORM 94 with

the intended recipient. The Authority shall not be restricted from disclosing the Technical Data to the intended recipient if the Contractor or other party asserting Limited Rights has not signed a confidentiality agreement in the form of DEFFORM 94 within 30 (thirty) calendar days of its receipt provided that the Authority has placed the intended recipient under an obligation to keep the Technical Data confidential and to use it only for the purposes for which it is disclosed.

3.4 Modifications

3.4.1 The Authority shall not exercise its rights in Unlimited Rights Technical Data to authorise a third party (other than the design rights owner) to modify the design of any Article produced under the Contract without ensuring that (i) it has the right to provide to the Contractor a copy of all Technical Data relating to any modified design to enable the Contractor to manufacture articles to the modified design ("Modified Design Data"); and (ii) that it has the right to grant to, or to procure the grant to, the Contractor of a licence on willing licensor/willing licensee terms, to use the Modified Design Data for the purposes of manufacture, sales and support of items made to the modified design for customers other than the Authority.

3.5 Contractor Background Patents and Designs and other IPR

3.5.1 Subject to clause 3.5.2 and to any restrictions notified to the Authority in accordance with clause 4.1, the Unlimited Rights granted to the Authority under clauses 3.1.1, 3.1.2, and 3.1.3 and Limited Rights granted under clause 3.2 of this Condition shall include licences under any Background Patents or Designs and other IPR owned by the Contractor solely in connection with, and to the extent necessary to exercise its rights in the Technical Data in accordance with such clauses.

3.5.2 Subject to the rights of the Crown arising otherwise than under this Condition, and provided that the Contractor has met in a timely manner any obligations included in the Contract to inform the Authority of the existence of any relevant United Kingdom patent or registered design, the Contractor shall be entitled to claim payment under the provisions of Sections 55-59 of the Patents Act 1977 or the First Schedule to the Registered Designs Act 1949 in respect of any Background Patents or Designs owned or controlled by the Contractor and used by the Authority, or any third party authorised by the Authority, in the exercise of the rights granted to the Authority under clause 3 of this Condition. The terms to be agreed or settled for the use of any such patented invention or registered design shall not include payment of compensation under Section 57A of the Patents Act 1977 or paragraph 2A of the First Schedule to the Registered Designs Act 1949 in respect of any invention or design covering the Articles, or described in any Unlimited Rights Technical Data that is a Contractor Deliverable, and is subject to this Condition.

3.6 Authority's Quiet Enjoyment; and Embedded Software

3.6.1 Nothing in this Condition shall act to prevent the Authority's quiet enjoyment of any Articles delivered to it under the Contract, including the right to operate, maintain, use and dispose of the Articles, and the Contractor shall not act to enforce rights in relation to any software that is provided as an integral part of such Articles to prevent the Authority's quiet enjoyment of the

Articles. Nothing in this Condition shall prevent the Authority from exercising its statutory rights, currently in force or hereinafter enacted, in respect of such software. This clause 3.6 shall not require the Contractor to deliver software to the Authority separate from the Article. No trade mark right or right against passing off shall be exercised against any deliverable Article, or any article made by or for the Authority in accordance with the rights granted under this Condition, to a design incorporating a trade mark, recorded in deliverable Technical Data or embodied within any deliverable model, die or mould.

3.7 COTS Items

3.7.1 Where the Contractor has, consistent with its obligations under the Contract, utilised one of its own COTS Items, or a COTS Item supplied by a third party, in its Contractor Deliverables, the Contractor shall not be required to grant, or procure the grant of, licence rights in any Technical Data relating to the COTS item to the Authority in accordance with this clause 3, provided that the Contractor notifies the Authority of the source of the COTS Item (including Original Manufacturer Part Numbers, NATO Stock Numbers or NCAGE Codes, as appropriate). The Contractor shall

secure for the Authority any standard licence rights that the supplier of the COTS Item provides in relation to Technical Data concerning the COTS Item.

4. Restrictions on Authority's Use and Disclosure of Technical Data – Prior Identification by the Contractor

4.1 All Technical Data to be delivered to the Authority under the Contract with restrictions on use or disclosure that are more restrictive than Unlimited Rights, shall be identified in an appendix to the Contract (the "Attachment"). The Attachment may be updated from time to time during the course of the Contract with the express written agreement of the Authority.

4.2 The Contractor shall not deliver to the Authority any Technical Data with any restrictive marking if that Technical Data is not identified in the Attachment. Subject to clause 4.3, any Technical Data delivered to the Authority without first being identified in the Attachment may be used by the Authority as if it is Unlimited Rights Technical Data, in accordance with the provisions of clause 3.1.1, but subject to the provisions of clauses 3.4 and 3.5.

4.3 The Contractor shall notify the Authority of restrictions on the use or disclosure of Technical Data, due to IPR owned by a third party other than a subcontractor, after its delivery to the Authority where the identification of any such restrictions is based on information not available to the Contractor at the date of delivery, or where the Technical Data is identified in the Attachment and the omission of any restrictive marking is inadvertent. The Authority shall give prompt and reasonable consideration to any such notification and shall allow the Contractor to apply the appropriate restrictive marking to the Technical Data retrospectively if it is clear, in the circumstances, that the restrictive marking correctly reflects the Authority's rights in the relevant Technical Data as detailed in clause 3 of this Condition. The Authority may continue any use of the Technical Data begun prior to the notification made in accordance with this clause 4.3 notwithstanding that any such use may be contrary to any restrictive marking retrospectively applied to the Technical Data, but shall otherwise observe all restrictions on use and disclosure notified by the Contractor as are agreed in accordance with this sub-clause 4. 3..

5. Marking of Technical Data

5.1 The Contractor shall mark any covering, packaging or cover page of Technical Data delivered to the Authority with Unlimited Rights with the following legend:

“This Technical Data is delivered to the Authority by [state Contractor’s name] under Contract 700009024. The Authority has Unlimited Rights in the Technical Data in accordance with the provisions of DEFCON XYZ.”

5.2 The Contractor shall mark any covering, packaging or cover page of Technical Data delivered with Limited Rights with the following legend:

“This Technical Data is delivered to the Authority by [state Contractor’s name] under Contract 700009024. The Authority has Limited Rights in the Technical Data as marked in accordance with the provisions of DEFCON XYZ.”

5.3 Any pages of documents including Technical Data subject to Limited Rights shall include the legend in clause 5.2 at the top or bottom of the page and shall be clearly marked by the Contractor to identify the portions of those pages that are subject to those rights. The Technical Data shall be identified by marking, underlining or shading. The Authority shall have the right to remove any Technical Data subject to Limited Rights from a document and copy, use or disclose the edited document in accordance with the rights of the Authority in the resultant document.

5.4 The Contractor may apply a copyright notice to any Technical Data delivered to the Authority to identify the owner of the copyright, but shall not mark the Technical Data with any description of the Authority’s rights in it other than those set out in this clause 5.

6. Effect and Removal of Nonconforming and Incorrect Markings

6.1 The Authority shall notify the Contractor in writing of any markings on Technical Data that it reasonably believes are incorrect or do not conform to the provisions of clause 5. The Contractor shall remove or correct any incorrect or non-conforming markings within 30 (thirty) calendar days of notification. Failure to remove or correct any such markings may be a ground for non-acceptance of the Technical Data by the Authority and withholding of Contract payment until resolved.

6.2 If the Contractor fails to remove or correct a non-conforming marking within 30 (thirty) calendar days after receipt of notification by the Authority, then the Authority shall be entitled to ignore the marking and treat the Technical Data as Unlimited Rights Technical Data in accordance with clause 3 of this Condition and, if the Authority considers it appropriate, remove or correct the marking.

7. Technical Data Provided By Subcontractors

7.1 The Contractor shall ensure that the Authority’s rights in Technical Data which is to be supplied by the Contractor’s subcontractors, and which will be included in Technical Data that is a Contractor Deliverable, shall be in accordance with the provisions of clause 3 together with any other rights of the Authority as set out in this Condition. The Contractor shall be responsible for determining with the subcontractor prior to the award of any subcontract the appropriate contractual arrangements, as between the Contractor and subcontractor, to provide the required Authority user rights in such Technical Data.

7.2 If the Contractor becomes aware that it will be unable to meet its clause 7.1 obligations to the Authority in respect of Technical Data that will be delivered by a potential subcontractor to the Authority (regardless of whether that delivery is directly from the potential subcontractor to the Authority or through the Contractor to the Authority), then the Contractor shall promptly notify the Authority, providing evidence that the Contractor has used all reasonable endeavours to secure the necessary rights for the Authority, and that the subcontractor is unwilling to provide the necessary rights to the Authority, and request the potential subcontractor to negotiate directly with the Authority regarding the Authority's user rights in Technical Data arising from a potential subcontract. Upon receipt of such notice the Authority shall use all reasonable endeavours to conclude any direct agreement promptly. The Contractor shall not enter into a subcontract with the potential subcontractor in respect of the relevant Contract requirement of the Authority unless and until the Authority notifies the Contractor that the potential subcontractor has entered into a direct agreement with the Authority to provide the necessary rights for the Authority in Technical Data to be delivered by the subcontractor.

7.3 If the Contractor enters into a subcontract with a subcontractor that fails to secure the rights for the Authority as required by the provisions of clause 7.1, and has not received prior written authorisation from the Authority to place the subcontract in accordance with the provisions of clause 7.2, the Authority shall be entitled, to the extent allowed by law and without prejudice to any other contractual remedy, to use any of the subcontractor's Technical Data delivered to the Authority as if the Contractor had secured rights for the Authority and obligations from the subcontractor consistent with the nature of the Technical Data and the relevant provisions of clause 3; and the Contractor shall indemnify the Authority and be liable for any damages or costs incurred by the Authority for so long as the Contractor fails to secure the rights as aforesaid.

8. Contractor Retention of Records

8.1 The Contractor shall retain, for the duration of the Contract and for a period of six years thereafter, or such alternative period as may be specified in the Schedule of Requirements, a record of the work performed under the Contract and of the results obtained, and the Technical Data generated, delivered or to be delivered to the Authority under the Contract.

8.2 The Authority shall have the right to inspect the records maintained by the Contractor in accordance with clause 8.1, within the period specified in that clause and on reasonable notice. The Authority shall further have the right during that period to require additional deliveries of any Technical Data that was generated in the performance of work under the Contract whether or not it is contained in the Contractor Deliverables. This right shall be exercisable by separate order and on agreement of a fair and reasonable price based solely on the costs of compiling and delivering the Technical Data. Technical Data required to be delivered under this clause 8.2 shall be delivered within 45 (forty-five) calendar days of receipt by the Contractor of any order from the Authority and shall only be used by the Authority (or on its behalf) in accordance with the rights granted in such Technical Data under this Condition.

8.3 At the written request made by the Authority within the period specified in clause 8.1 and subject to the availability of the relevant expertise, the Contractor shall provide to the Authority, or to any other person to whom the Authority may provide Technical Data in accordance with its rights under clause 3, assistance in understanding the Technical Data. The assistance shall be limited to that required by a person competent in the relevant area of technology to interpret the results of the Contract.

The assistance shall be made available within 60 (sixty) calendar days of the request and on fair and reasonable terms and Conditions, including the costs of providing the assistance, but excluding any payment in respect of the right to use the Technical Data.

8.4 The Contractor shall maintain one copy of all Technical Data that is a Contractor Deliverable (hereinafter called the "Control Copy"). The Control Copy shall be the property of the Authority, and shall be marked accordingly, and the Authority may take possession of it notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party; and copies of any Technical Data from the Control Copy shall be supplied as required from time to time by the Authority at the Authority's expense, the cost of which shall be based solely on the cost of copying and delivering the Control Copy.

9. Liability

9.1 In the event that Technical Data to which this Condition applies is used by or for the Authority otherwise than for the purpose for which it was supplied in accordance with the relevant provisions of this Contract, the Contractor shall have no liability whatsoever for any direct or indirect consequences, including losses, damages or injuries caused to the Authority or any third party, arising from its use.

10. General

10.1 For the avoidance of doubt, nothing in this Condition shall:

10.1.1 restrict the entitlement of either party to make use of Technical Data once it enters the public domain otherwise than as a result of the Authority or any person supplied with the Technical Data by the Authority disclosing it in breach of any obligations of confidence relating to such Technical Data; or

10.1.2 extinguish or diminish any statutory rights or common law rights of the Authority to use any Technical Data or any IPR covering such Technical Data or any rights of the Authority acquired under any separate contract or agreement.

10.2 The terms of this Condition shall survive the termination or expiry of the Contract.

Notification of Intellectual Property Rights (IPR) restrictions form

PART A – Notification of IPR Restrictions

<u>1.</u> <u>ITT / Contract</u> <u>Number</u>				
<u>2.</u> <u>ID #</u>	<u>3.</u> <u>Unique Technical Data</u> <u>Reference Number /</u> <u>Label</u>	<u>4.</u> <u>Unique Article(s)</u> <u>Identification Number</u> <u>/ Label</u>	<u>5.</u> <u>Supportive Statement</u> <u>for IPRE Restriction</u>	<u>6.</u> <u>Ownership of the</u> <u>Intellectual</u> <u>Property Rights</u>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PART B – System / Product Breakdown Structure (PBS)

[Contractor to insert their PBS / MBS here]

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Jon Price

Address: UKMFTS, MOD Abbey Wood, #7001, Bld 1300, Bristol, BS34 8JH

Email: Jonathon.price147@mod.gov.uk ☎☎ 0306 798 0005

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: Michael Colcomb

Address UKMFTS, Gliders PT, RAF Syerston, Newark, NG23 5NN

Email: mike.colcomb401@mod.gov.uk ☎☎ 01400 264586

3. Packaging Design Authority Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)

☎☎ N/A

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: N/A

☎☎ N/A

(b) U.I.N.

5. Drawings/Specifications are available from N/A

6. Intentionally Blank

7. Quality Assurance Representative: Odette Kao

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows: N/A

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

Deliverables

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition - Compliance with hazard reporting requirements for materials or substances or ordnance, munitions or explosives	in addition to the requirements of CHIP and / or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.		Supplier Organization
Obligation Condition 25.c - Source of Timber and Wood	If requested Evidence that the Timber and Wood-Derived Products supplied to the Authority comply with the requirements of clause 25.a or 25.b or both.		Supplier Organization
Obligation Condition 26.a - Certificate of Conformity	Provide a Certificate of Conformity and any applicable Quality Plan		Supplier Organization
Obligation Condition 36.c - Payment	no later than 30 days from receipt of valid undisputed invoice		Supplier Organization
Obligation Condition 37.c - Notification of applicable VAT	Notification of VAT liability or changes to it		Supplier Organization
Obligation Condition 42.c.(2) - Post notification of Termination	List of Unused and undamaged materiel; contractor deliverables in the course of manufacture.		Supplier Organization
Obligation Clause Condition 42.f - Subcontract Termination	inclusion of Termination clause in subcontracts over £250,000		Supplier Organization
Obligation DEFCON 21 (Edn 10/04) Clause - 3a - Maintenance of Deliverables (reminder)	To maintain at least one copy of all deliverable information to which DEFCON 21 applies during the period of the Contract and for at least two years after the Contract, or period as may be specified in the contract.		Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.		Supplier Organization
Obligation Condition 1.c.(2) - Notification of litigation	Notification of; Litigation, arbitration, administrative, adjudication or mediation proceedings against itself or a Subcontractor		Supplier Organization
Obligation Condition 1.c.(4) - Notification of Winding-up	Notice of any proceedings or steps taken for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator,		Supplier Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Supplier Organization
Obligation Condition 18.a - Contractors	maintain all records in connection with the Contract for a period of at least six		Supplier Organization

Records (reminder)	(6) years		
Obligation Condition 20.a - Attendance at Progress Meetings	attend progress meetings at the frequency or times specified in the contract		Supplier Organization
Obligation Condition 20.b - Progress Reports	submit progress reports at the times and in the format specified in the contract		Supplier Organization
Obligation Condition 16.a - Change of Control of Contractor	Written Notification of any intended, planned or actual change in control of the Contractor, including any Sub-contractors.		Supplier Organization
Obligation Condition 16.b - Notification of Concern due to Change of Control	advise the Contractor in writing of any concerns due to Change of Control		Supplier Organization
Obligation Condition 23.e, 24.a, and 24.c - Safety Data Sheet	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Obligation Condition 23.f.(6) And Condition 23.g.(1).(b) - Documents relating to design of new MLP Packaging	"All SPIS, new or modified, shall be uploaded by the on to SPIN. where the Supplier is the PDA and registered a list of all SPIS which have been prepared or revised against the Contract; and a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings shall be provided for upload"		Supplier Organization
Obligation Condition 24.d - Schedule 6 hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements	a completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract: Data Requirements)		Supplier Organization
DO Project Safety Management Plan (SMP)		16-AUG-2020	Supplier Organization
Contract and Schedule Status Report (CSSR)	Contract and Schedule report in line with Annex A (DID-PC-004A) to Schedule 14 (Contract Data requirements)		Supplier Organization
Quality Management Plan	Draft Quality Management Plan to be finalised in accordance with: 1. AQAP 2105, Edition 2 - NATO Requirements for Deliverable Quality Plans 2. AQAP 2110, Edition D, Version 1 - NATO Quality Assurance Requirements for Design, Development and Production. 3. Def Stan 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions 4. Def Stan 05-135 - Avoidance of Counterfeit materiel		Supplier Organization

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Obligation Condition 33.a 33.i - Import Export Licence Information	sufficient information, certification, documentation and other reasonable assistance to obtain necessary UK import/export licence or to facilitate the granting of export/import licences or authorisations by a foreign Government		Buyer Organization
Obligation Condition 33.l - Notification of restrictions in use due to non-UK licence	If all or any part of the Contractor Deliverables are subject to Clause 33.k(1) or 33.k(2), it shall notify the Authority of this as soon as reasonably practicable		Buyer Organization
Obligation Condition 36.a - Register on CP&F	provide details for registration on CP&F		Buyer Organization
Obligation Condition 42.a - Termination	Written notice of Termination of part or whole of contract		Buyer Organization
Obligation Condition 5.b - Notice of inconsistency between contract documents	If either Party becomes aware of any inconsistency within or between Contractual documents they shall notify the other Party forthwith		Buyer Organization
Obligation Condition 8.c - Change in Authority Representatives	Written confirmation of any change to the Authorities Representatives		Buyer Organization
Obligation Condition 14.f.(6) - Use of confidentiality agreement	Disclosure of Information on a confidential basis shall be subject to a confidentiality agreement containing terms no less stringent than those placed on the Authority		Buyer Organization
Obsolescence Management Plan (OMP)	Obsolescence Management Plan (OMP) to be provided to the Contractor to enable them to conduct Obsolescence management.		Buyer Organization
DT Project Safety Management Plan			Buyer Organization