



Ministry
of Defence



SCHEDULE C – QUALITY, SAFETY, REGULATORY ARTICLES AND DEFSTANS

MERLIN AND APACHE ENGINES FUTURE SUPPORT

**CONTRACT NUMBER
HELSS/0102**

SCHEDULE C

QUALITY, SAFETY, REGULATORY ARTICLES AND DEFSTANS

1. QUALITY

1.1. Quality requirements will apply as shown at Table 1. The Parties acknowledge that, where Quality requirements reference subordinate standards, the Contractor's compliance with the subordinate standards will be limited to those that are extant at the Effective Date.

TABLE 1

Ref	Requirement	Qualifications
1	AQAP 2105: NATO Requirements for Deliverable Quality Plans Edn 2	A Quality Plan is to be delivered by the Contractor to the Authority within sixty (60) Business Days of the Effective Date. The Quality Plan will be reviewed and evaluated by the Authority and the Contractor will be notified by the Authority's Contract Manager of the Authority's acceptance of the Quality Plan.
2	AQAP 2110: NATO Quality Assurance Requirements for Design, Development and Production Edn D Version 1	
3	AQAP 2210: NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 Edn A Version 2	
4	Defence Standard 05-57: Configuration Management of Defence Materiel Issue 6.	
5	Defence Standard 05-61: Quality Assurance Procedural Requirements Part 1 Concessions Issue 6	
6	Defence Standard 05-61: Quality Assurance Procedural Requirements Part 4 Contractor Working Parties Issue 3	
7	Defence Standard 05-61: Quality Assurance Procedural Requirements Part 9 Independent Inspection Requirements for Safety Critical Items Issue 5	
8	Defence Standard 05-99: Managing Government Furnished Assets in Industry Issue 4	
9	Defence Standard 05-135 Issue 1: Avoidance of counterfeit Material	
10	Defence Standard 81-41: Packaging of Defence Materiel Part 3 Environmental Testing Issue 5 Publication Date 19 Oct 2007	Where no full specification is defined (for example but not limited to climatic, environmental storage or shock conditions) then the Contractor's Standard Packing will be applied and deemed compliant. Package information shall include, as a minimum, NSN reference number, brief description of contents, pack quantity, shelf life/expiry date where appropriate, gross weight, hazardous information and supplier reference.

Ref	Requirement	Qualifications
11	Defence Standard 81-41: Packaging of Defence Materiel Part 4 Documentation Issue 6 Publication Date 31 Oct 2008	Where no full specification is defined (for example but not limited to climatic, environmental storage or shock conditions) then the Contractor's Standard Packing will be applied and deemed compliant. Package information shall include, as a minimum, NSN reference number, brief description of contents, pack quantity, shelf life/expiry date where appropriate, gross weight, hazardous information and supplier reference.
12	Defence Standard 81-41: Packaging of Defence Materiel Part 5 Packaging Processes Issue 6 Publication Date 13 Jun 2008	Where no full specification is defined (for example but not limited to climatic, environmental storage or shock conditions) then the Contractor's Standard Packing will be applied and deemed compliant. Package information shall include, as a minimum, NSN reference number, brief description of contents, pack quantity, shelf life/expiry date where appropriate, gross weight, hazardous information and supplier reference.
13	Defence Standard 81-41: Packaging of Defence Materiel Part 6 Package Markings Issue 6 12 Oct 2006	Where no full specification is defined (for example but not limited to climatic, environmental storage or shock conditions) then the Contractor's Standard Packing will be applied and deemed compliant. Package information shall include, as a minimum, NSN reference number, brief description of contents, pack quantity, shelf life/expiry date where appropriate, gross weight, hazardous information and supplier reference.
14	No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this Contract without the express written permission of the Procurement Management Branch (PMB) designated in Box 2 of the DEFFORM 111. The PMB will require the full history of any such material.	
15	The PQAO may delegate Government Quality Assurance to an overseas Government Quality Assurance Representative in accordance with STANAG 4107 Edn 8.	

2. SAFETY

2.1. The Parties recognise and accept the Authority's roles and duties as Airworthiness Authority in relation to the Aircraft and the Engine and that the Authority remains at all times responsible for ensuring the operational safety of the Aircraft and Engine.

2.2. The Authority recognises that the Contractor is not competent to provide advice on issues other than those related solely to the Engine.

2.3. The Parties acknowledge the importance of the Authority maintaining unfettered leadership of matters in relation to the safe operation of the Aircraft Fleet in discharging its duties as set out above.

2.4. The Contractor shall provide and maintain from the Effective Date a Contractor Safety Management System. The Authority shall review the acceptability of the Contractor Safety Management System from time to time as part of its continuing MAOS and DAOS audits.

2.5. The Contractor shall provide a Safety Management Plan within sixty (60) working days of contract signature.

2.6. The Contractor will continue to advise the Authority of hazards that are processed through its hazard reporting procedure where those are relevant to the Authority's operation of Engines.

ATTENDANCE AT NON-CONTRACT MEETINGS REGARDING ENGINE SAFETY ISSUES

2.7. The provisions of paragraphs 2.8 to 2.12 below will apply in respect of any attendance by the Contractor's employees at Non-Contract Meetings regarding Engine safety issues.

2.8. The Contractor acknowledges that the Authority may request that the Contractor attend Non-Contract Meetings regarding Engine safety issues.

2.9. Subject to paragraph 2.10, the Contractor's representative (typically the Contractor's Chief Engineer or his nominated representative) will attend the Non-Contract Meeting at the invitation of the Authority in order to provide information that may assist the Authority in making independent decisions on the significance of Engine issues to the successful and safe operation of the Aircraft Fleet.

2.10. The Contractor will not unreasonably refuse any request to attend a Non-Contract Meeting. The Contractor will be entitled to refuse to attend such Non-Contract Meetings regarding Engine safety issues where:

- a. Any matters that relate to the Engine that are proposed for discussion or consideration at such Non-Contract Meetings regarding Engine safety issues can, in the Contractor's reasonable opinion, be more effectively discussed and considered in the LTC meeting; or
- b. The discussion of any matters pertaining to the Engine proposed at such Non-Contract Meetings would involve the disclosure by the Contractor of the Contractor's (or Sub-Contractor's) commercially sensitive or confidential information to third parties that are in attendance; or
- c. The Contractor is unable to make available its Chief Engineer or his nominated representative for reasons outside of its reasonable control.

2.11. Whilst the Contractor representative may, if invited, offer considered opinion and advice, the Authority acknowledges that:

- a. The Contractor will not be required to endorse the output of any Non-Contract Meeting; and
- b. It will not represent in any forum that the Contractor's attendance at such Non-Contract Meeting is an endorsement or agreement (whether express or implied) by the Contractor or any Contractor Related Party of any Authority decision in relation to the safety, safe operation or use of relevant systems.

2.12. The Authority undertakes that prior to the issue of any minutes of a Non-Contract Meeting, a draft of such minutes will be provided to the Contractor's Chief Engineer or his nominated representative for comment. The Contractor will be given a minimum of two (2) Business Days

from receipt of the draft to comment or approve the draft minutes, and the Authority will accept all reasonable amendments to the draft minutes which are proposed by the Contractor.

3 SAFETY MODIFICATIONS

3.1 The Contractor will notify the Authority of:

- a. The need to make any Safety Modification required by the Contractor or a Contractor Related Party;
- b. The timescale the Contractor or Contractor Related Party recommends for implementation of the Safety Modification; and
- c. Details of the nature and extent of the Safety Modification required.

3.2 The Authority may accept or reject any notification made pursuant to paragraph 3.1 above, but will consider all such notifications reasonably, at its own cost and without undue delay.

3.3 Should the Authority not accept any Safety Modification of which it is notified pursuant to paragraph 3.1 above and/or not procure the implementation of a Safety Modification within the timeframe recommended in writing by the Contractor, the Authority will indemnify and keep indemnified the Contractor and the Contractor Related Parties from and against any liabilities, penalties, claims, proceedings, judgements, damages, obligations, costs and expenses arising out of or in any way connected with its decision not to follow the recommendations of the Contractor or the Contractor Related Party (as the case may be).

3.4 The Authority acknowledges that any costs of the Contractor arising from or in connection with the assessment, design, development, embodiment, qualification or support of Safety Modifications are not included within the Contract Price and accordingly the Authority will be responsible for all such costs that arise during the Contract Period. Where the Authority requires a Safety Modification to be implemented, the Contractor will be entitled to a contract Change, to be made in accordance with the provisions of Schedule H.

3.5 The Contractor will be entitled to an Equitable Adjustment arising from the implementation of any Safety Modifications or Authority Modifications.

4. MILITARY AIRWORTHINESS AUTHORITY REQUIREMENTS

4.1 The Authority shall retain existing Engineering Authority responsibilities for matters concerning Airworthiness, flight Safety and Configuration control, including, but not limited to, the approval of all modifications, repair schemes, Technical Publications, Special Instructions (SI), Special Technical Instructions (STI), Urgent Technical Instructions (UTI), Routine Technical Instructions (RTI) and amendments to the Aircraft Document Set (ADS), in addition to those specified in the Requirement. This does not absolve the Contractor of discharging his responsibilities for Airworthiness, flight Safety and Configuration Management as a DAOS and/or MAOS approved organisation.

4.2 In placing tasks, the Authority shall ensure that the Contractor has appropriate approval to deliver the requirement. In accepting tasking, the Contractor shall confirm that they hold appropriate approvals to enable delivery of the complete activity.

4.3 The Authority shall, in a timely manner for the duration of the Contract, review for approval all safety modifications. The Authority shall retain the right to seek independent assurance and advice, to support In-Service recommendations for acceptance and Release to Service (RTS) clearance.

4.4 The following Military Aviation Authority documents are applicable to this contract for information and reference use only.

- a. MAA01: MAA Regulatory Policy.
- b. MAA02: MAA Master Glossary.
- c. MAP-01 Manual of Maintenance and Airworthiness Processes.
- d. MAP-02 Manual of Maintenance and Airworthiness Processes (Supplement) - MoD Form 700 Series of Forms.

4.5 The Contractor shall comply with the applicable Acceptable Means of Compliance prescribed in the Military Aviation Authority (MAA) Regulatory Articles (RA) as identified at table 2 below.

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

4.7 Contractor Certificates of Design shall comply with the requirements of RA 5103. Where it is not possible to comply with the format specified in Appendix A1 or A2 of RA 5103, a derivative of the civil type permission identified in RA 5103, Annex A, Paragraph A.1.2.2. shall be provided.

TABLE 2

Regulatory¹ Articles	Issue No.	Regulation
1014	5	1,2
1017	3	1
1018	Initial	1
1130	3	1,2
1200	4	1
1225	Initial	1
1230	5	1
1310	4	1,2
1400	2	1
1410	7	1
1420	4	1
2309	5	14
2370	3	1,2,3,4
2375	3	1,2
2401	3	1,2,3,4,5,6,7
4050	4	1,2,3,4
4051	Initial	1,2
4054	Initial	1,2,3
4055	Initial	1,2

¹ List of relevant RAs was created from the reviewed content of Hermes Version 1.2.(3749).

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4056	Initial	1,2
4061	2	1,2
4201	Initial	1,2,3
4203	Initial	1
4204	Initial	1
4213	Initial	1
4253	Initial	1,2,3
4255	Initial	1
4256	Initial	1
4257	Initial	1
4266	Initial	1
4303	Initial	1,2
4305	Initial	1
4306	2	1
4350	Initial	1
4351	Initial	1
4352	Initial	1
4401	Initial	1
4403	2	1
4457	Initial	1
4500	Initial	1,2
4502	Initial	1
4510	Initial	1
4551	Initial	1
4552	Initial	1
4553	Initial	1,2
4554	Initial	1
4700	Initial	1
4800	8	1
4801	3	2
4802	3	1
4803	4	1
4804	3	1
4805	3	1,2,3,4
4806	5	1,2,3,4,5,6,7,8,9,10
4807	3	1,2,3,4,5,6,7,8,9,10,11,12,13
4808	4	1,2
4809	4	1,2,3,4
4810	4	1,2,3,4,5,6,7
4811	3	1,2
4812	4	1,2,3,4,5
4813	4	1,2,3
4814	3	1,2,3
4815	4	1,2,3

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4816	5	1,2,3,4
4817	3	1
4818	3	1
4819	3	1
4820	5	1,2
4821	3	3
5103	3	1,2,3,4
5203	2	1,2,3
5206	2	1
5212	2	1,2
5219	3	1,2
5220	2	1,2
5301	2	1,2
5303	2	1
5304	2	1
5305	3	1
5306	2	1
5307	2	1,2,3,4
5308	4	1,2,3
5312	2	1
5313	2	1
5320	3	1
5401	3	1,2,3,4
5404	2	1,2,3
5405	3	1
5406	2	1
5502	3	1,2
5601	3	1,2,3
5602	2	1,2,3,4
5604	3	1
5615	2	1,2
5722	7	1,2,3,4,5
5723	3	1
5724	4	1,2
5725	Initial	1
5800	Initial	2
5805	Initial	1,2,3,4
5810	Initial	1,2,4,5,6,7,8,9,12,13,14,18,19,20
5820	Initial	1,2,3,4,5,6,7,8
5835	Initial	1
5840	Initial	1
5850	2	1,2,3,4,5,6,7,8,9,10,11,12,13
5855	Initial	1,2
5865	Initial	1,2-11

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5875	Initial	1
5885	Initial	1,2,3,4,5

5. DEFSTANS

5.1 The additional DEFSTANS applicable to this Contract are set out in the Terms and Conditions and Schedule A (Statement of Requirements).

Def Stan 05-057 Issue 6	Configuration Management of Defence Material
Def Stan 05-099 Issue 4	Managing GFE in Industry
Def Stan 05-129 Issue 5	Contractors on Deployed Operations
Def Stan 05-135 Issue 1	Avoidance of Counterfeit Material
Def Stan 05-138 Issue 2	Cyber Security for Defence Suppliers
Def Stan 00-035 Part 4 Issue 1	Natural Environments
Def Stan 00-051 Issue 1	Environmental Management Requirements for Defence Systems
Def Stan 00-056 Part 1 Issue 7	Safety Management for Defence Systems, Requirements & Guidance
Def Stan 00-251 Issue 1	Human Factors Integration for Defence Systems
Def Stan 00-600 Issue 4	Integrated Logistic Support. Requirements for MOD Projects
Def Stan 00-970 Part 7 Section 2	Design and Airworthiness Requirements for Service Aircraft, Rotorcraft, Powerplant

ANNEX A: CONTRACTOR THIRD PARTY ACCREDITATIONS

[Note: To be populated during the negotiation with the winning tenderer].