



**TERMS AND CONDITIONS OF JOINT
MODIFICATIONS CONTRACTING
ARRANGEMENT**

HELSS/0066

Dated: 22/05/18

[Redacted]

[Redacted]



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[REDACTED]

GENERAL CONDITIONS

1. The following MoD Defence Conditions (DEFCONs) shall apply to Contracts placed under this Arrangement:

5J	(Edn 18/11/16)	Unique Order Identifiers
14	(Edn 11/05)	Inventions and Designs - Crown Rights and Ownership of Patents and Registered Designs
16	(Edn 10/04)	Repair and Maintenance Information
15A	(Edn 08/74)	Design Rights A
21	(Edn 10/04)	Drawings, Specifications and Manufacturing Data
23	(Edn 08/09)	Special Jigs, Tools and Test Equipment Note: This DEFCON 23 is applicable only in relation to such jigs, tools and test equipment which are produced as a direct charge to the Contract. When the Authority funds part of the costs of such jigs, tools and test equipment the rights of the Authority under this DEFCON shall be adjusted proportionately in line with the amount of funding provided.
68	(Edn 02/16)	Supply of Hazardous Articles and Substances Caveat: The Contractor cannot accept the provisions of paragraphs 2 and 3 however the parties agree to work in accordance with the principles of DEFCON 68 where the information is readily available and until such time as all requirements can be achieved.
76	(Edn 12/06)	Contractor's Personnel at Government Establishments Caveat: The Liability of the Contractor as referred to in Condition 4 of DEFCON 76 shall be limited to [REDACTED] per incident.
82	(Edn 11/16)	Special Procedure for Initial Spares
90	(Edn 11/06)	Copyright
91	(Edn 11/06)	Intellectual Property Rights in Software
117	(Edn 10/13)	Supply of Documentation for NATO Codification Purposes Note: DEFCON 117 shall apply to new and modified components only.
126	(Edn 11/06)	International Collaboration
129	(Edn 4/17)	Packaging (For Articles Other than Ammunition and

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

	Explosives
	Note: DEFCON 129 shall only apply to new STC's provided under the Contract.
129J (Edn 18/11/16)	The Use of the Electronic Business Delivery form
176A (Edn 06/08)	MoD Requirements for Competition in Sub-Contracting (non-competitive main contract)
501 (Edn 05/17)	Definitions and Interpretation
502 (Edn 05/17)	Specification Changes
503 (Edn 12/14)	Formal Amendments to Contract Note: The Authorised Representatives of the Parties shall be: For the Authority, the Secretary of State for Defence or his Authorised Representative; For the Contractor, the Commercial Executive or his Authorised Representative.
507 (Edn 10/98)	Delivery
513 (Edn 11/16)	Value Added Tax Caveat: For the purposes of this DEFCON at Clause 3, replace "20 Business Days" with "30 Business Days" and replace "3 Business Days" with 7 Business Days"
515 (Edn 10/04)	Bankruptcy and Insolvency
516 (Edn 04/12)	Equality
518 (Edn 02/17)	Transfer
520 (Edn 02/17)	Corrupt Gifts and Payment of Commission
522 (Edn 18/11/16)	Payment and Recovery of Sums Due (See attached DEFFORM 522A)
524 (Edn 10/98)	Rejection
525 (Edn 10/98)	Acceptance (See JMS Process Manual PJT-035462 for criteria)
526 (Edn 08/02)	Notices
527 (Edn 09/97)	Waiver
528 (Edn 07/17)	Import and Export Licences

Caveat: The Contractor cannot accept the provisions of DEFCON 528 (Edn 07/17) however the parties will endeavour to work in accordance with the principles of DEFCON 528 (Edn 07/17) where the information is readily available.

The parties hereby agree to enter into further discussions with a view to their future implementation, targeted by 1st August 2018.

529	(Edn 09/97)	English Law
530	(Edn 12/14)	Dispute Resolution (English Law)
531	(Edn 11/14)	Disclosure of Information
532A	(Edn 06/10)	Protection of Personal Data (Where personal data is not being processed on behalf of the Authority)
534	(Edn 06/17)	Subcontracting and Prompt Payment Note: For the purposes of this DEFCON, Clause 3.c shall not apply and Clause 3.d shall read a, b and d.
537	(Edn 06/02)	Rights of Third Parties
538	(Edn 06/02)	Severability
539	(Edn 08/13)	Transparency
550	(Edn 02/14)	Child Labour and Employment Law
566	(Edn 10/16)	Change of Control of Contractor
595	(Edn 02/16)	General Purpose Automatic Test Equipment Data Requirements
601	(Edn 04/14)	Redundant Material
602B	(Edn 12/06)	Quality Assurance (without Quality Plan)
603	(Edn 10/04)	Aircraft Integration and Clearance Procedure
604	(Edn 06/14)	Progress Reports
606	(Edn 06/14)	Change and Configuration Control Procedure
607	(Edn 05/08)	Radio Transmissions
608	(Edn 10/14)	Access and Facilities to be Provided by the Contractor
609	(Edn 06/14)	Contractor Records Note 1: DEFCON 609 does not apply to those Articles listed with DEFCON 21(Edn 10/04) Retention of Records.

[REDACTED]

[REDACTED]

[REDACTED]

Note 2: For the purpose of this requirement, the records shall consist of at least one complete set of technical records relating to the work performed under the Contract.

611 (Edn 02/16)

Issued Property

Note 1: For the purposes of the accounting requirements at Condition 12 of DEFCON 611 for components entering the repair cycle in Industry, Industry is not required to give the Authority any notice of the impending external issue off the Authority's inventory management system onto that of Industry

Note 2: DEFCON 611 shall not be applicable to the Issued Property detailed in the contract (Government Furnished Assets) that is held at Government Furnished Facilities.

612 (Edn 10/98)

Loss or damage to the Articles

619A (Edn 09/97)

Customs Duty Drawback

620 (Edn 05/17)

Contract Change Control Procedure

Note: For the purposes of this DEFCON, delete clauses 3.c and 4.d

624 (Edn 11/13)

Use of Asbestos in Arms, Munitions or War Materials

627 (Edn 12/10)

Certificate of Conformity

632 (Edn 08/12)

Third Party Intellectual Property Rights - Commercial and Non-Commercial Articles and Services

637 (Edn 05/17)

Defect Investigation and Liability

638* (Edn 12/16)

Flights Liability and Indemnity

Note: For the purposes of Clause 7d.i. of DEFCON 638 the references to DEFCON 656A and DEFCON 656B shall be read as Condition 27 to 35 – Break.

642 (Edn 06/14)

Progress Meetings

644 (Edn 05/17)

Marking of Articles

645 (Edn 07/99)

Export Potential

658 (Edn 10/17)

Cyber

Note: The Contractor fully understands the requirement expected under DEFCON 658 and confirms it is working on a Cyber Security Implementation Plan. It is envisaged that Cyber Security Implementation Plan will be fully embedded by 31 December 2018.

[REDACTED]

[REDACTED]

[REDACTED]

660	(Edn 12/15)	Official Sensitive Security Requirements
670	(Edn 02/17)	Tax Compliance
681	(Edn 06/02)	Decoupling Clause - Subcontracting with the Crown
684	(Edn 01/04)	Limitation upon claims in respect of Aviation Products
687A	(Edn 06/01)	Provision of a Shared Data Environment Service
691	(Edn 03/15)	Timber and Wood Derived Products
694	(Edn 03/16)	Accounting for Property of the Authority Note: This DEFCON shall only apply to issued property held at the contractor's or sub-contractor's premises
800	(Edn 12/14)	Qualifying Defence Contracts
801	(Edn 12/14)	Amendments to Qualifying Defence Contracts
802	(Edn 12/14)	QDC: Open book on sub-contracts that are not Qualifying Sub-Contracts (QSC)
804	(Edn 03/15)	QDC: Confidentiality of Single Source Contracts Regulations Information
811	(Edn 12/14)	Single Source Profit and Loss sharing on Firm/Fixed price Contracts.
812	(Edn 04/15)	Single Source Open Book
813	(Edn 12/14)	Single Source Contract Reports and Notifications.
814	(Edn 12/14)	Single Source Confidentiality of Open Book and Reporting Information
815	(Edn 14/15)	Single Source Non-qualifying Contracts – Contract Pricing Statement Caveat: In regard to Clause 3 of this DEFCON delete “The Contractor warrants to...etc” and replace with “The Contractor confirms to the best of its knowledge to the Authority that” In regard to Clause 7.b of this DEFCON delete “The Contractor warrants to..etc” and replace with “The Contractor confirms to the best of its knowledge to the Authority that.”

Note: The value of any particular Task will govern which DEFCONs within the 800 series shall apply specifically those Tasks identified as to be in excess of a figure, including profit, [REDACTED] or any other value as published under the Single Source Contract

[REDACTED]

Regulations (2014), prevailing at the date a Task is contracted under this Arrangement, including, where agreed, the value of any integral activity to be committed later (e.g. Options) shall be subject to the DEFCON 800, 801,802 and 804. Those Tasks with a lesser value [REDACTED] shall be subject to DEFCON 811,812,813 and 814 to the extent agreed under the provisions of Clause 22 (Pricing).

2. The following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANS) shall apply if agreed and specified within Contracts placed under this Arrangement:

127 (Edn 12/14)	Price Fixing Condition for Contracts of Lesser Value
602A (Edn 12/06)	Quality Assurance (with Quality Plan)
605 (Edn 06/14)	Financial Reports
621A (Edn 06/97)	Transport (If the Authority is responsible for transport)
621B (Edn 10/04)	Transport (if the Contractor is responsible for transport)
649 (Edn 07/99)	Vesting
653 (Edn 12/14)	Pricing on Ascertained costs
659A (Edn 11/14)	Security Measures
661 (Edn 10/06)	War Risk Indemnity
697 (Edn 07/13)	Contractor on Deployed Operations (CONDO) Note: Any implementation of CONDO shall be undertaken by Contract Amendment in accordance with DEFCON 503 – Formal Amendments to Contract.

DEFSTAN 05-99 Issue 3 Managing Government Furnished Equipment in Industry

DEFFORM 177(Edn 03/80) Design Rights and Patents (Subcontractor Agreement)

DEFFORM 315(Edn 02/98) Contract Data Requirement
Note: DEFFORM 315 will be issued by the Authority at appropriate times i.e. when new design work or new Government Furnished Information is approved/issued.

3. Other Terms and Conditions may be included by agreement in Contracts placed under this Arrangement.

SPECIAL CONDITIONS

DEFINITIONS AND INTERPRETATIONS

4. In addition to the terms defined in DEFCON 501, within this Arrangement the following meanings shall apply:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Term	Definition
"Affected Party"	The Party which is unable to comply with all or a material part of its obligations under this Contract as a direct result of a Force Majeure Event.
"Agree the Solution"	The outcome of the process by which the JMS team narrows viable potential outcomes for a proposed requirement under the JMS process document
"Budgetary Requirements Estimate"	Estimated cost produced during the JMS "Get the need" phase to inform decisions at the Robust Requirements Review.
"Commitment Review"	The review which takes place at the end of the "Agree the Solution" phase of JMS, at which the decision is made to proceed to full delivery of the requirement.
"Comparative Options Estimate"	Estimated cost of a proposed solution, produced during the JMS "Agree the Solution" phase, used to inform decisions at the Commitment Review
"Contractor"	Leonardo MW Ltd (LMWL)
"Contractor Deliverables"	The Articles and/or the services which the Contractor is required to provide under this Contract in accordance with the Schedule of Requirements;
"Contract Payment"	The amount payable to the Contractor by the Authority under this Contract in respect of the Contractor's provision of the Contractor Deliverables, as more fully detailed in Clause 22 (Pricing) and Clause 36 (Payment).
"Core Task"	Contract covering the "Get the Need" phase of the Joint Modifications Process
"Design Downselect Review"	Review held during the "Agree the Solution" phase of JMS at which the preferred option is selected to meet the requirement.

Term	Definition
"Emergent Work"	Work which is out of scope of the Aircraft modification Contract which is deemed necessary to rectify in order to return the Aircraft to a serviceable flightworthy condition.
"Force Majeure Event"	Any cause beyond the reasonable control of the Parties including, but not limited to, any acts of nature, war, hostilities, terrorism, civil commotion, accident, fire or flood at any of the Parties premises or operating sites or the Sub-Contractors or Suppliers, National Strikes, or in the case of the Contractors overseas Sub-Contractors or suppliers, lawful industry wide strikes, or any laws, orders, regulations, measures or decisions issued by any government department or other duly constituted authority or the revocation or refusal to issue any necessary licences or authorisations or other act of government authority whether or not having the force of law, the Contractor shall have been delayed in or prevented from performing his obligations under the Contract.
"Get the Need"	The process whereby the requirement for the modification is established within the JMS process
"High Stream Modification"	A proposed modification where the Task A activity is [REDACTED]
"Integrated Operational Support"	A Contractor Logistic Support (CLS) arrangement under which the contractor is required to manage support in order to meet contracted levels of asset availability.
"Joint Modifications Contracting Arrangement" (JMCA)	The agreed commercial framework for contracting for modifications also known as "the Arrangement".
"JMS Commercial Manager"	The Authority or Contractor commercial lead for the JMS.
"Joint Modifications Lean Transformation"	The process and joint Authority / LMWL team responsible for development of the Joint Modifications Process.

[REDACTED]

[REDACTED]

[REDACTED]

Term	Definition
"Joint Modifications Process (JMP)"	The means by which modifications are delivered by the Contractor from 1 March 2007 in accordance with the Joint Modification Service Process Manual Reference PJT-035462 Issue 4 dated June 2015.
"Joint Modifications Service (JMS)"	The team which delivers modifications under the Joint Modifications Process.
"Low Stream Single Contract Modification"	A straightforward "Low Stream" modification, as defined within the JMP, which typically includes no design or manufacturing elements and which is procured through a Single Contract.
"Medium Stream Modification"	A proposed modification where the Task A activity is estimated to be between [REDACTED]
"Modification Requirement Document"	That document which provides continuous traceability of each modification, from initial capture of requirements through to their embodiment.
"National Strike"	A strike which has been called by the national or other principal executive committee of an independent trade union (within the meaning of the Trade Union and Labour Regulations (Consolidation) Act 1992) which is recognised for negotiating purposes by the Contractor or his Sub-Contractor or supplier whose premises are affected; which has been endorsed by a properly conducted ballot of members affected; and in which all or selected members of such a union, whether or not employed by the Contractor or his Sub-Contractor or supplier whose premises are affected, have been invited by its national or its other principal executive committee to withdraw their labour as part of a national campaign of industrial action
"Robust Requirements Review"	A review held at the end of the "Get the Need" phase of JMS at which it is determined whether or not to proceed with the requirement.
"Target Cost Incentive Fee (TCIF)"	A pricing arrangement based upon an estimated Target Cost (TC) within agreed

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Term	Definition
	levels of confidence, ideally derived from a robust three-point estimate. Cost savings or overruns against the TC are shared between the contractor and MoD on a pre-agreed basis.
"Task A Contract"	A contract under this Arrangement covering the "Agree the Solution" phase of the Joint Modifications Process.
"Task B Contract"	A contract covering activity post Commitment Review in the Joint Modifications Process.
"Business Days"	As defined in DEFCON 501

MAA REGULATORY PUBLICATIONS

- 5. The Contractor shall comply with the Military Aviation Authority (MAA) Regulatory Publications (MRP) as set out in the Regulatory Articles (RA) listed at Annex A for all contracts placed under the JMCA. Furthermore a MRP Compliance Addendum agreed between the Parties which records all compliancy updates to the MRP will be maintained and, unless otherwise notified, shall also apply to those services contracted under the JMCA. The MRP Compliance Addendum shall be managed in accordance with the Joint LWML MOD MRP Compliance Working Group processes to manage the relevant MRP changes articulating the agreed level and means of compliance both of a temporary and more permanent nature until formal uplift in to Annex A is issued. The Parties agree to review and re-issue Annex A on an annual basis.

Contracts placed under the JMCA shall invoke the use of the MRP Compliance Addendum at the version current at the point of price agreement. This will be recorded on the Modification Requirements Document and used to specify the MRP compliance required of the contractor organisation.

Any subsequent requirement to change or amend a contracted version of the MRP Compliance Addendum shall be subject to the agreement of a contract amendment, and may incur additional cost and/or a Schedule change.

The Joint LWML MOD MRP Compliance Working Group will operate under the control of the Strategic Partnering Agreement, between the Contractor and the MoD. The Parties agree to formally establish both TORs and operating processes by [REDACTED]

PRECEDENCE

- 6. If either Party becomes aware of any inconsistency within or between the documents referred to below each Party shall notify the other forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out below. In the event of conflict or inconsistency between the terms and conditions of the Contract and other referenced documentation the conflict or inconsistency shall be resolved according to the following descending order of precedence:

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

- 
- (1) Task A and Task B Contracts placed under this Arrangement
 - (2) Special Conditions of this Arrangement
 - (3) DEFCONs specified in this Arrangement
 - (4) Documents called up in Task A and Task B Contracts placed under this Arrangement
 - (5) The JMS Process Manual reference PJT-035462, Issue 4

SCOPE

7. This Arrangement shall cover the supply of all modifications, or elements of modifications, to helicopters where the Authority is the customer and Leonardo MW Ltd (LMWL) is the Contractor, except for modifications which are provided as a part of LMWL's obligation under an Integrated Operational Support contract.
8. Details of the goods and/or services to be supplied shall be agreed between the Parties for each individual modification Task.
9. The Terms and Conditions of this Arrangement shall apply to all contracts placed in accordance with its provisions, to the extent that they are appropriate to the particular requirement. Additional Conditions may be agreed in respect of individual contracts; any such additional conditions will be specified within the contract.

DURATION

10. This Arrangement shall come into force on acceptance of Contract and run for 12 months. Amendments may be made by mutual agreement.

OPTIONS

11. The Parties accept to extend this Arrangement for a period of up to 2 years from the contracted closure date in increments of 12 months upon demand by the Authority and with the prior written consent of the Contractor during the currency of the Arrangement.

CONTRACTING PRINCIPLE

12. Modifications will normally be contracted in three separate stages, aligned to the Joint Modifications Process.

Core Task - this will cover work from initial identification of need through to the Robust Requirement Review.

Task A Contract - covers the assessment and down-selection of options and the development of the chosen one up to the Commitment Review.

Task B Contract - the remainder of the modification, including detailed design, manufacture, provision of the support solution and embodiment if required.

13. The Authority reserves the right to deviate from the three stage process defined at Clause 12 above to:

[Redacted]

[Redacted]

- 
- i. Combine simple modifications into a combined Tasks A and B single contract.
 - ii. Add to the requirements for Long Lead Items (LLIs) to be ordered during Task A, using a separate contract placed under this Arrangement.
 - iii. Introduce a staged process for complex, high risk or high value modifications to comply with the intent of the Authority's More Effective Contracting (MEC) initiative. For clarity this could result in a Task A which would be split into two elements, the first covering work up to the Design Downselect Review and the second covering work to the Commitment Review.

CONTRACTING PROCESS

- 14. Contracts shall be entered into under this Arrangement by means of the Authority issuing a Modifications Contracting Form using the template identified at Annex C to this Arrangement.(PJT-035462) provided that the same is accepted by the Contractor.

EMERGENT WORK

- 15. It is recognised that there may be occasions when it becomes necessary to carry out work which was not foreseen at the time that the Contract was placed under the Terms of this Arrangement. For the purposes of this Arrangement, and to describe the Process to be adopted, this activity is termed "Emergent Work" and an application in the form as Annex B shall be used.
 - i. Authority Liability: where Emergent Work is identified as attributable to the condition of Government Furnished Equipment that has suffered adversely from either (a) environmental impacts (e.g. corrosion, cracks) and/or (b) poor maintenance practices whilst in the possession of the Authority and/or (c) shortfall in the required baseline standard, the Authority shall be liable for the costs of performing the Emergent Work. Such costs are excluded from the Contract price. Where Emergent Work is identified as attributable to any other matter or cause, the Authority shall be liable for the costs of performing such Emergent Work provided always that the Authority has agreed to such work being undertaken by the Contractor. The Contractor shall identify such work and its associated cost impacts to the Authority for agreement, prior to commencement.

16. Not used

17. Not used.

SUB-CONTRACTS

- 18. It is agreed that the involvement of subcontractors will be essential to the delivery of an effective modifications service. The Contractor will seek to engage with suitably qualified industry partners offering appropriate capabilities. The Authority may assist with assessment of candidate companies, but responsibility for management of, and performance by, subcontractors will remain the Contractor's responsibility.

[REDACTED]

[REDACTED]

[REDACTED]

GOVERNMENT FURNISHED EQUIPMENT

- 19. Specific dependencies relating to an individual modification shall be identified within the contract(s) for that modification.
- 20. In the event that the Contractor's performance becomes, or is anticipated to become, adversely affected by the Authority's failure to satisfy an agreed dependency then the Contractor shall notify the Authority's JMS Commercial Manager immediately. The Contractor shall provide an assessment of the impact of such failure on the part of the Authority and shall, if so requested by the Authority's JMS Commercial Manager, provide costed proposals for mitigating the impact.
- 21. The Authority shall seek to rectify identified deficiencies in meeting its obligations in sufficient time to reduce or eliminate any adverse impact upon the Contractor's performance. In the event that it is unable to rectify its shortcomings, the Authority shall agree an appropriate revision to the Contractor's performance obligations or may authorise the Contractor to perform additional work at the Authority's expense (See Clause 16) in order to overcome the deficiencies.

PRICING

- 22. Core Task activity for each requirement shall be carried out under a Firm, Fixed or Target Cost Incentive Fee Price [REDACTED] agreed for each such requirement. Direct costs incurred in respect of that requirement or Firm Price where agreed shall be recorded and incorporated into relevant Task A Contract as a separate line item. In the event that the requirement does not proceed beyond the Robust Requirement Review, a Contract not exceeding any limit placed as above shall be established covering the work undertaken up to that point.
- 23. Authorisation to proceed with work under the Firm Price or L of L shall be given by the Authority's JMS Commercial Manager at Section 10.1 of the Modifications Requirement Document.
 - i. Initial Limits of Liability shall be agreed in accordance with the following schedule:
 - Low Stream Single Contract Modification [REDACTED]
 - Low Stream Modification [REDACTED]
 - Medium Stream Modification [REDACTED]
 - High Stream Modification [REDACTED]
- 24. The Contractor shall monitor commitment and expenditure of Contractor expenditure against [REDACTED] High Stream Modification report such detail quarterly to the Authority's JMS Commercial Manager. In the event that it becomes apparent that the work cannot be completed within the authorised [REDACTED] the Contractor shall provide a revised cost estimate for consideration by the Authority's JMS Commercial Manager. The Contractor shall advise the Authority's Commercial Manager when he has committed or spent a sum equivalent to 80% of the authorised [REDACTED] and advise at that time whether he can complete the Task within the authorised sum. The Authority shall not be liable for

[REDACTED]

any expenditure, whether advised or not under the terms of this Clause, in excess of the authorised Limit of Liability.

25. Given the range and value scope of Tasks likely to be contracted under the Arrangement in support of multiple platforms it is not possible to identify here a single form of financial reporting required against individual low value Tasks. Accordingly, the Authority and the Contractor shall agree the level of detail to be reported for DEFCONs 811 to 814 against each Task prior to contract award.

BUDGETARY REQUIREMENTS ESTIMATE (BRE)

26. The Authority shall have the right to request a Budgetary Requirements Estimate (BRE) and the Contractor will endeavour to provide such BRE. A BRE is intended to assist the Authority in obtaining the necessary budget for a modification. Although the BRE is non-contractual, unless provided within a binding Maximum Price, it is produced with a qualified confidence value with the assumptions underpinning the BRE being agreed, between the Contractor and the Authority, and documented.

26.1 A BRE shall be funded by either party as set out below. Where:

- i. The Contractor supplies the BRE upon request from the Authority; the Authority will fund the Contractor's costs and associated profit for this activity under the Limit of Liability.
- ii. The Contractor submits an unsolicited BRE; the Contractor will fund this activity and shall not recover costs from the Authority either directly or indirectly.

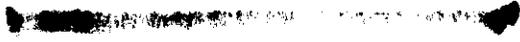
BREAK

27. In the event of such notice being given the Authority shall, at any time before the expiration of the notice, be entitled to exercise and shall, as soon as may be reasonably practicable within that period, exercise such of the following powers as it considers expedient:

27.1 To direct the Contractor, where Services have not been provided, to refrain from providing such Services;

28. The Authority shall, in addition to its rights under any other DEFCONs or Conditions of this Arrangement, have the right to determine the Contract at any time by giving to the Contractor written notice to that effect, to expire at the end of twelve (12) months or (where the Authority certifies that the national interest or the essential security interest of the United Kingdom so requires) such shorter period as the Authority may specify in such notice and, upon the expiration of the period of notice, the Contract shall be determined without prejudice to the rights of the Parties accrued to the date of determination but subject to the operation of the following provisions of this Condition.

29. To direct the Contractor to complete in accordance with the Contract the performance of all or any of the Services, or any part or component thereof which are ongoing at the expiration of the notice and to deliver the same at such time or times as may be mutually agreed on, or, in default of agreement, in accordance with the Contract. All Services provided by the Contractor in accordance with such directions shall be paid for at a fair and reasonable price, and,



[REDACTED]

30. To direct that the Contractor shall, as soon as may be reasonably practicable after the receipt of such notice:

30.1 Take such steps as will ensure that the Services being provided by the Contractor are reduced as rapidly as possible;

30.2 As far as possible and consistent with Condition 30.1, concentrate work on completion of the Services partly provided; and,

30.3 Determine on the best possible terms such Sub Contracts and orders for Services as have not been completed, observing in this connection any direction given under Conditions 30, 30.1 and 30.2 as far as may be possible.

31. In the event of such notice being given:

for Articles;

31.1 The Contractor shall at a fair and reasonable price, transfer title and/or possession as appropriate and agreed between the Parties for all unused and undamaged materiel and Articles in course of manufacture in the possession of the Contractor at the expiration of the notice and properly provided by or supplied to the Contractor for the performance of the Contract except such materiel and Articles in course of manufacture as the Contractor shall, with the concurrence of the Authority, elect to retain; and,

31.2 The Contractor shall prepare and deliver to the Authority within an agreed period, or in default of agreement within such period as the Authority may specify, a list of all such unused and undamaged materiel and Articles in course of manufacture liable to be taken over by or previously belonging to the Authority and shall deliver such materiel and Articles in course of manufacture in accordance with the directions of the Authority who shall pay to the Contractor fair and reasonable handling and delivery charges incurred in complying with such directions.

For Services;

31.3 The Authority shall pay the Contractor fair and reasonable prices for each Service performed or partially performed in accordance with the Contract.

31.4 The Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract. Provided that in the event of the Contractor not having observed any direction given to him under Condition 27 to 35 of this Arrangement, the Authority shall not under this Condition 27 to 35 pay any sums in excess of those which the Authority would have paid had the Contractor observed that direction.

[REDACTED]

[REDACTED]

- [REDACTED]
32. If in any particular case hardship to the Contractor should arise from the operation of this Condition 27 to 35 it shall be open to the Contractor to refer the circumstances to the Authority who, on being satisfied that such hardship exists shall make such allowance, if any, as in its opinion is reasonable and the decision of the Authority on any matter or thing arising out of this Condition shall be final and conclusive.
 33. The Authority shall not in any case be liable to pay under the provisions of this Condition 27 to 35 any sum which, when taken together with any sums paid or due or becoming due to the Contractor under the Contract, shall exceed the total price of the Articles and Services otherwise payable under the Contract. For the avoidance of doubt the term 'total price' shall mean the total of the Contract Price.
 34. The Contractor shall in any Sub Contract or order, the value of which is [REDACTED] or over per annum which are placed by it with any one Sub-Contractor or supplier in connection with or for the purpose of the Contract, make provision to determine such Sub Contract or order in the event of the determination of this Contract by the Authority on terms comparable with the terms of Conditions 27 to 35.
 35. The period of the notice of the termination shall be such period as may be specified in the sub-contract as the appropriate period for notice under this Condition, or if no period be specified, twenty (20) business days.

PAYMENT

36. Payment shall be via the Contracting, Purchasing and Finance on an electronic invoice message system as specified at Clause 36.3 for Tasks placed under this Arrangement, payment shall be made in accordance with DEFCON 522 and the following Conditions.
 - 36.1 Payments shall be made on completion of the contract, or in accordance with the agreed payment schedule if one is established. Payment for Task A Contracts shall include an initial payment for the recovery of the costs of Core Task activity, to be made immediately on placement of the Task A Contract.
 - 36.2 The precise payment arrangements shall be agreed for each modification and will depend upon a number of factors including, but not necessarily limited to, the complexity, duration, value and risk of the modification. The payment arrangements for each modification will be specified in the appropriate contract(s).
 - 36.3 In the event that the Authority fails in its responsibility to set up CP&F Purchase Orders for all of the contracted milestones within 15 days of the date of contract award and in any event in advance of the date that the first contract milestone is due, and such act of omission then prevents the Contractor from issuing a valid and undisputed claim for payment (invoice) and the Contractor advises the Authority of such failure, then for the purposes of Clause 2) of DEFCON 522 the thirty (30) days period within which the Authority is obligated to have paid such valid and undisputed invoice(s) shall be deemed to have commenced.

DEFAULT

37. The Authority and the Contractor shall work together to resolve any deficiencies in performance or failure to achieve timely delivery in accordance with the provisions of Clauses 38 to 46 below.
38. In the event that the Contractor fails to deliver any obligation within a Contract placed under this Arrangement within ten (10) Business Days of the due date of any such

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

obligation the Authority may by written notice, notify the Contractor to provide a rectification plan in accordance with Clause 39.

39. Upon notification under Clause 38 (above) the Contractor shall within thirty (30) Business Days, or such other lesser period as the Contractor and the Authority may agree, following receipt of such notification, submit to the Authority a rectification plan, showing when and how action will be taken to remedy the cause of such notification.
40. In the event that the rectification plan is agreed between the Authority and Contractor the Contractor shall within five (5) Business Days commence the implementation of the rectification plan.
41. Subject to Clause 42 (below) in the event that the Authority and Contractor fail to agree on the rectification plan, within twenty (20) Business Days of the submittal of such plan, the Authority may by written notice determine the Contract in twenty (20) Business Days or such other time as may be agreed.
42. Where the Parties fail to agree the rectification plan delivered in accordance with Clause 39, either Party may invoke the dispute resolution procedures in accordance with Clauses 72 to 77. Where such dispute resolution procedures are invoked, the Authority shall not issue a notice to determine the Contract until the dispute is settled.
43. Where the Authority has determined the Contract under Clause 41 and without prejudice to any other remedies in the Contract the Authority may replace all or any of the Articles and Services as respects which the Contract is so determined by purchasing or manufacturing other articles or services of the same or similar description, or by allocating other articles of the same or similar description in the possession or control of the Authority to the purposes for which the Articles replaced are required and there shall be recoverable from the Contractor the amount by which the aggregate of the cost of purchasing and of manufacturing articles or performing services in this way and of the value of any articles allocated as aforesaid exceeds the amount which would have been payable to the Contractor in respect of all the Articles or Services so replaced if they had been delivered or performed in accordance with the Contract.
44. In addition, the Authority at its sole discretion may take delivery of and accept as much of the remaining work undertaken by the Contractor as may be useful to it.
45. In the event of any repayment to the Authority the Articles and Services to which the repayments relate and which previously vested in the Authority shall re-vest in and become the absolute property of the Contractor.
46. In the event that the Authority determines a Contract in accordance with Clauses 27 to 35 above or otherwise, such determination shall only apply to that particular Contract and shall not affect any other contract placed under this Arrangement.

QUALITY ASSURANCE

47. Contracts placed under this Arrangement shall be subject to the following Quality Assurance requirements:

AQAP 2110 Edn D Ver 1

NATO Quality Assurance Requirements for Design, Development and Production

AQAP 2110 SRD 1 Edn A Ver 1

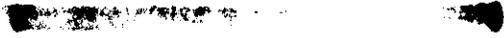
Transition and Implementation Guidance (If Reqd)

[REDACTED]

[REDACTED]

AQAP 2210 Edn A Version 2	NATO Supplementary Software QA Requirements to AQAP 2110 or AQAP 2310
AQAP 2105 Edn 2	NATO Requirements for Deliverable Quality Plans
Def Stan 05 - 57 Issue 6	Configuration Management of Defence Material
Def Stan 05 - 61 Part 1 Issue 6	Concessions
Def Stan 05 - 61 Part 4 Issue 3	Contractors Working Parties - QA Requirements
Def Stan 05 - 61 Part 9 Issue 5	Independent Inspection Requirements for Safety Critical Items
Def Stan 05 - 61 Part 18 Issue 2	Aircraft and Munitions Parachutes and Parachute Assemblies, Harnesses and Personnel Restraint Harnesses for Use in Aircraft
Def Stan 05-100 Issue 5 AL 1	Ministry of Defence Requirements for Aircraft Flight and Ground Running
Def Stan 05-129 Issue 5	Contractors on Deployed Operations for use in conjunction with DEFCON 697
Def Stan 05-135 Issue 1	Avoidance of Counterfeit Material

48. No second hand or previously used materiel not owned by the Authority shall be supplied in furtherance of this Agreement or any Contract without the express written authority of Authority's Procurement Management Branch designated in Box 2 of DEFFORM 111, who will require the full history of any such material.
49. The Project Quality Assurance Officer (PQAO) may delegate Government Quality Assurance to an overseas Government Quality Assurance Representative in accordance with STANAG 4107 Edn 8.
50. For parts designed to Federal Aviation Requirements (FAR), the US QAA may verify compliance with the Standards of workmanship Inspection and testing the Contractor and Subcontractor shall use procedures prescribed under the appropriate FAR. The Authority reserves the right to reject the items if considered necessary after delivery. Any deliverable items will be accompanied by a Certificate of Conformity, and shall be countersigned by the US QA Representative when required by the PQAO.
51. The Authority's requirement for Contracts placed under this Arrangement, is for the Contractor to operate an ISO9001:2015 compliant Quality System (or recognised BS EN9100 Aviation equivalent) that has been Certified by a UKAS Accredited Company. The Authority recognise the current transition period for Suppliers to achieve certification to the latest standard.
52. Authority Obligation: For Contracts placed under this Arrangement, where the value exceeds £5m, the Authority shall submit the Quality Conditions of the Arrangement to Defence Standardisation (DStan); for verification and agreement before the Contract is let.





SAFETY MANAGEMENT

53. The following Safety Management Conditions shall apply to all work carried out under this Arrangement:

Def Stan 00-55 Part 1 Issue 4 – Requirements for Safety of Programmable Elements in Defence Systems (*Modifications to, or the introduction of, programmable elements will be subject to the requirements of Def Stan 00-55 Part 1 Issue 4.*)

Def Stan 00-56 Part 1 Issue 7 - Safety Management Requirements for Defence Systems

Def Stan 00-970¹ Parts 0, 7, 11 and 13 - Design Requirements for Service Aircraft Rotorcraft.

Note

All modifications developed by Contracts placed under this arrangement will require a Type Certification Basis (TCB), this TCB will be agreed between the Design Organisation (DO) and Type Airworthiness Authority(TAA) during the course of the Contract and no later than entry to Preliminary Design Review. The TCB will specify the airworthiness requirements that equipment, its integration and the resulting air system configuration is required to comply with.

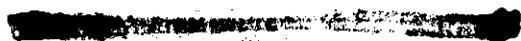
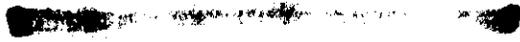
The basis for selection of airworthiness codes to support TCB development will be recorded in the MRD, possibly through reference to the TAA's Airworthiness Strategy or a Project Certification Strategy. Where a basis for the selection of airworthiness codes is not set through the MRD the Design Organisation will apply Defence Standard 00-970¹. In all circumstance the Design Organisation should notify the TAA during contract execution where they consider revisions or additions are required to the TCB to manage design airworthiness and support Military Type Certification, including the use of additional or alternative airworthiness codes.

All Certificates of Design² for modifications provided under JMCA Contracts will be supported by a compliance matrix reporting and evidencing the design configuration's compliance with the requirements of the Certification Basis. This will be used to support TAA approval of the Certificate of Design, and Military Type Certification of the modification. All compliance shortfalls will be addressed in the Design Organisations Equipment Safety Assessment and reported as exceptions or limitations against the specification in the Certificate of Design.

Where the Certification Basis is derived through the application of airworthiness codes other than Defence Standard 00-970¹ TAAs may also require a compliance matrix assessing the designs compliance with the applicable requirements of Defence Standard 00-970¹. Where this is required it will be specified in the MRD and delivered to support Certificate of Design approval. Any compliance shortfalls identified should be addressed in the Design Organisations Equipment Safety Assessment but would not necessarily result in expectations or Limitations against the stated specification.

¹ Issue as at contract award stated in the MRD

² MAA MRP 5103 – Certificate of Design





INDEMNITIES

54. Personnel and equipment provided by QinetiQ (QinetiQ Group plc) and/or the Aviation Test and Evaluation Centre (ATEC) under separate agreement with the Authority as part of any joint flight trials test team or equipment (as the case may be) shall be considered as if they were Authority personnel in terms of any indemnity provided under DEFCON 638.

CONFIDENTIALITY

55. This Condition shall apply in addition to and notwithstanding DEFCON 531 or any other confidentiality condition of the Contract.

55.1 For the purposes of this Condition "Controlled Information" shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend "Controlled Information" or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.

55.2 The Contractor shall:

- i. hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under the Contract;
- ii. not to copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
- iii. not to disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
- iv. protect the Controlled Information diligently against unauthorised access and against loss; and,
- v. act diligently to ensure that:
 1. Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
 2. employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.

55.3 Where Controlled Information is provided to the Contractor, it shall:

- i. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
- ii. maintain this register for the duration of the Contract and for two years following completion of the Contract.

[Redacted]

[Redacted]

- [REDACTED]
- iii. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
 - iv. at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.

55.4 This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

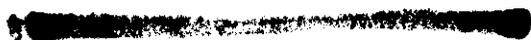
- i. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
- ii. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
- iii. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
- iv. From its records, that the information was derived independently of the Controlled Information;
- v. to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information

GOVERNMENT FURNISHED ARTICLES

56. The Authority shall be responsible for making available on loan and free of charge to the Contractor the Government Furnished Equipment (GFE), Government Furnished Facilities (GFF), Government Furnished Services and Government Furnished Information (GFI), hereinafter referred to collectively as "GFA", such GFA is to be detailed in the documentation initiating each Contract placed under the Arrangement.

57. If the Contractor wishes the Authority to provide any further GFA not already listed, or requires any GFA to be made available at times that are different from those shown in the individual Contract documentation, the Contractor shall request the additional GFA. The Contractor shall give as much notice as is practicable in the circumstances of such requirement in each particular case and the Authority shall use its reasonable endeavours to meet such requirements. If the requested item is available as GFA it will be added to the documentation which initiated the Contract. If the requested item is not available, the Authority will advise the Contractor. Where additional GFA is provided the Firm, Fixed or Target Price of the associated Contract shall be amended (reduced) if appropriate.

58. The Authority shall have no liability to the Contractor if when the GFA are made available or offered to be made available on the agreed date the Contractor fails to make use of them. The Contractor shall indemnify the Authority in respect of those reasonable additional costs incurred in such circumstances including, in particular, the cost of making available such GFA on an alternative date. In such circumstances any extension of time to the period of loan originally specified shall be at the discretion of the Authority.



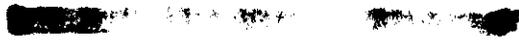
- [REDACTED]
59. The Authority shall be responsible for making available on loan such equipment defined and in accordance with this Clause 46. In the event that the Authority fails to provide or make available any such equipment on the specified date and/or for the specified period of time he shall be responsible for the reasonable additional expenses incurred by the Contractor and any effect on the Task as a result of such failure.
60. The Contractor shall observe the instructions of the Authority regarding any GFA issued to him for the purpose of the Contract. The Contractor shall also observe any accounting instructions issued by the Authority. GFA shall be returned by the Contractor by the date(s) specified by the Authority.
61. The Contractor shall not demand equipment on loan from Government sources, except those listed within an Annex to a Contract placed under this Arrangement, without prior written authority of the Authority's Commercial Manager.
62. The Authority shall ensure that the GFA:
- i. Is made available to the Contractor on the dates and for the periods specified in the Contract(s) placed under this Arrangement.
 - ii. Complies with the relevant specification and is in serviceable condition.
 - iii. Is accompanied by its information and instructions as are necessary for its installation, testing and operation.
 - iv. In the case of GFF and GFR, is supported by all the necessary staff and ancillary services.
 - v. Using best endeavours does not infringe any intellectual property rights for any third party.
63. The Authority shall not be responsible for any additional time or cost or performance impacts for the late provision of GFA, if it is demonstrated that such late provision is solely due to the Contractor's late delivery of items or information against any Contract from which the items are subsequently issued by the Authority to the Contractor as GFA in support of this Contract or which are needed by the Authority to supply the GFA.

IMPORT DUTY

64. It is the Contractor's responsibility to ensure compliance with any regulations relating to the operation of, or the collection of import duties.

EXPORT LICENCES

65. The Contractor shall be responsible for securing any such licenses or clearances (other than those for the provision of GFA) necessary under any jurisdiction to enable him to meet his obligations under the terms of the Contract and shall confirm to the Authority, upon request, that such licences or clearances necessary are obtained.
66. In the event that the Contractor is unable to secure such licences or clearances due to the actions or inactions of the Authority then the Contractor shall be relieved of its obligations under the terms of the Contract to the extent that its obligations are affected by such actions or inactions of the Authority.



[REDACTED]

67. It shall be the responsibility of the Contractor or its Sub-Contractors to manage any export licences required to perform any of its obligations under the Contract.

68. Not Used

MILESTONE PAYMENTS

69. Where a Contract is placed under this Arrangement, the Contractor may apply for a Milestone Payment Scheme to be established for that Contract. The Authority shall consider but be under no obligation to establish such a milestone payment scheme.

SELF TO SELF DELIVERY

70. Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a subcontractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.'

TECHNICAL PUBLICATIONS

71. The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication called for under this Contract or any part thereof including any such part when incorporated in any amended or extended version of such technical publications including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates.

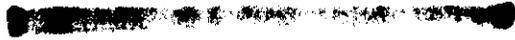
DISPUTE RESOLUTION

72. The Authority and the Contractor recognise the importance of a good long term working relationship which will seek to minimise the possibility of dispute arising and the importance of fast, efficient and cost effective procedures to resolve any disputes that do arise under this Contract. Any dispute arising in relation to any aspect of the Contract shall therefore be resolved in accordance with Clauses 73 to 77 inclusive.

73. The Parties may attempt to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Parties at the point at which they first occur;

74. In the event that the dispute or claim is not resolved within fifteen (15) Business Days by such negotiations, as referred to in Clause 75 or where it is agreed between the Parties, the dispute or claim may be escalated to the JMS Programme Lead (for the Contractor) and the Merlin Team Leader (for the Authority) for resolution.

75. If the JMS Programme Lead and Merlin Team Leader fail to reach agreement on this issue within fifteen (15) Business Days, the dispute may be referred to the Vice President of the United Kingdom Government Business Unit, LMWL (for the Contractor) and the DE&S Director Helicopters (for the Authority) for further attempts at resolution.



[REDACTED]

76. Any dispute not resolved within thirty (30) Business Days by negotiation under Clause 76 arising out of or relating to this Contract may be dealt with by the use of such Alternative Dispute Resolution (ADR) procedures as may be agreed between the Parties.

77. Notwithstanding the provisions of Clauses 72 to 76 above, either Party may resort to Arbitration in accordance with DEFCON 530 following a period of sixty (60) Business Days good faith negotiations

FORCE MAJEURE

78. 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".

79. The Affected Party shall notify the other Party on the occurrence of a Force Majeure Event, in writing, within ten (10) business days of such occurrence. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

80. Within 10 (ten) business days, or period as may otherwise be agreed, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract placed under this Arrangement.

Effect of a Force Majeure Event

81. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay.

82. No Party shall be entitled to bring a claim for a breach of obligations under the Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. The Authority shall not be entitled to terminate the Contract for Contractor default as defined in Clause 38 (Default) to the extent that such Contractor default arises from a Force Majeure Event, but without prejudice to Clauses 83.

83. Nothing in Clause 83 shall affect the Authority's entitlements (if any) under other Contracts placed under this Agreement.

Cessation of Force Majeure Event

84. Cessation of a Force Majeure Event.

84.1 The Affected Party shall notify the other Party within ten (10) business days after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under a Contract placed under this Arrangement. Following such notification the Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

84.2 In the event the Force Majeure Event ceases under Clause 84 above during a period of Termination under Clause 85 below the Parties shall meet to reconsider the Termination Notice.

[REDACTED]

Termination due to Force Majeure

85. Termination Notice prior to termination for a Force Majeure Event.

85.1 If, either no terms pursuant to Clause 80 are agreed on or before the date falling eighty (80) Business Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing, or its consequence remains such that the Affected Party is unable to comply with its obligations under the Contract for a period of more than one hundred and twenty (120) Business Days after the Force Majeure Event in Clause 80 above, then, subject to Clause 85.2.1 below, either Party may terminate the Contract by giving a further ninety (90) business days' written notice (the "Termination Notice"), or otherwise agreed between both Parties, to the other Party stating:

- i. Its intent to terminate the Contract (or part thereof) for a Force Majeure Event;
- ii. where relevant, the part of the Contract that it intends to terminate; and,
- iii. the type and nature of Force Majeure Event that has occurred, giving reasonable details.

85.2 If the Contractor gives notice to the Authority under Clause 86.1 above that it wishes to terminate the Contract then the Authority has the option either to accept such notice or to respond in writing on or before the date falling ten (10) business days after the date of its receipt stating that, subject to it complying with sub-clause 85.2.1, it requires this Contract to continue. If the Authority gives the Contractor such notice to continue:

85.2.1 the Authority shall pay the Contractor the Contract Payment in accordance with the Contract from the day after the date on which this Contract would otherwise have terminated under Clause 86.1 above so that subject to a fair and reasonable price, the Contractor is in no better and no worse a financial position than would have been the case had the relevant Force Majeure Event not occurred; and

85.2.2 the Contract shall not terminate until the earlier of:

85.2.2.1 any applicable date for the termination or expiry of the Contract set out in Condition 10 (Duration); and

85.2.2.2 expiry of written notice (of at least thirty (30) business days or as otherwise agreed between both Parties) from the Authority to the Contractor that it wishes the Contract to terminate.

86. Termination Date and Compensation on Termination for Force Majeure or under the provisions of DEFCON 566.

86.1 This Contract shall (subject to the provisions of 85.2.2.1 above) terminate thirty (30) business days or as otherwise agreed after either Party's notice to the other Party pursuant to Clause 85.2.

86.2 Where this Contract is terminated pursuant to this Condition, the Contractor shall be entitled to be paid (subject to any other provision of this Contract affecting the level of such payment) compensation in accordance with Clause 27 to 35 Break.

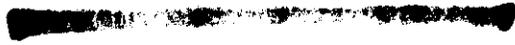
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OBSERVANCE OF STATUTORY

87. The Contractor shall ensure that all operations or activities carried out by the Contractor and its Sub-Contractors pursuant to this Contract shall comply at all times and in all respects with all relevant enactments, orders, regulations, directions, licences, authorisations, notices and other similar instruments having the force of law (including Government documents or publications having the force of law) as from time to time amended, re-enacted or replaced.
88. The Contractor and its Sub-Contractors shall endeavour to ensure that all operations or activities carried out by the Contractor and the Sub-Contractors pursuant to this Contract comply with all relevant orders, regulations or similar instruments and Codes of Practice not having the force of law as from time to time amended, supplemented or replaced.



ANNEX A

to the JMCA HELSS/0066

MRP FRAMEWORK COMPLIANCE MATRIX

Based on:

- DAOS Exposition dated Jan 18
- MAOS Exposition dated Nov 17
- CAMO Exposition dated Jul 17
- CFOE Exposition dated Jan 18
- SMS Exposition dated May 15

MRP Framework Compliance Matrix

MRP 1000 Series		
RA(Article)	Issue	Notes
1005(2)	8	
1005(3)	8	
1005(4)	8	
1014(1)	5	
1016(1)	2	
1016(2)	2	
1017(1)	3	
1018(1)	Initial	
1020(4)	8	
1024(1)	6	
1024(2)	6	
1024(3)	6	
1028(1)	2	
1120(1)	5	
1121(1)	8	
1121(3)	8	
1121(4)	8	
1121(5)	8	
1121(6)	8	
1130(1)	3	
1130(2)	3	

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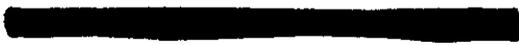
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1140(1)	3	
1200(1)	4	
1205(2)	5	
1225(1)	Initial	
1230(1)	5	
1310(1)	4	
1340(1)	2	
1400(1)	2	
1410(1)	7	
1430(1)	4	
1430(4)	4	
1440(1)	6	

MRP 2000 Series		
RA(Article)	Issue	Notes
2101(1)	4	
2101(2)	4	
2102(1)	3	
2102(2)	3	
2103(1)	3	
2103(2)	3	
2115(1)	4	
2115(2)	4	
2120(1)	2	
2120(2)	2	
2125(1)	3	
2130(1)	5	
2130(2)	5	
2130(3)	5	
2130(4)	5	
2130(5)	5	
2135(1)	6	



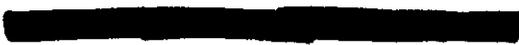


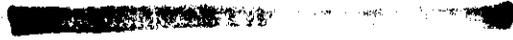
2135(2)	6	
2135(3)	6	
2135(5)	6	
2135(6)	6	
2135(8)	6	
2201(1)	3	
2210(1)	2	
2210(2)	2	
2211(1)	2	
2211(2)	2	
2211(3)	2	
2211(4)	2	
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2309(1)	5	
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2309(3)	5	
2309(4)	5	
2309(5)	5	





2309(7)	5	
2309(9)	5	
2309(10)	5	
2309(11)	5	
2309(12)	5	
2309(13)	5	
2309(14)	5	
2309(15)	5	
2315(6)	3	
2325(1)	3	
2325(2)	3	
2330(1)	2	
2345(1)	3	
2350(1)	4	
2355(1)	3	
2355(2)	3	
2355(3)	3	
2360(1)	4	
2370(1)	3	
2370(2)	3	
2370(3)	3	
2370(4)	3	
2375(1)	3	
2375(2)	3	
2401(1)	3	
2401(2)	3	
2401(3)	2	
2401(4)	3	
2401(5)	3	
2401(6)	3	
2401(7)	3	
2501(1)	3	







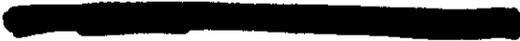
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2501(3)	3	
2501(4)	3	
2501(5)	3	

MRP 4000 Series		
RA(Article)	Issue	Notes
4800(1)	8	
4801(1)	3	
4802(2)	3	
4803(1)	4	
4804(1)	3	
4805(1)	3	
4805(2)	3	
4805(3)	3	
4805(4)	3	
4806(1)	5	
4806(2)	5	
4806(3)	5	
4806(4)	5	
4806(5)	5	
4806(6)	5	
4806(7)	5	
4806(8)	5	
4807(1)	3	
4807(10)	3	
4807(11)	3	
4807(12)	3	
4807(13)	3	
4807(2)	3	



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4807(3)	3	
4807(4)	3	
4807(5)	3	
4807(6)	3	
4807(7)	3	
4807(8)	3	
4807(9)	3	
4808(1)	4	
4808(2)	4	
4809(1)	4	
4809(2)	4	
4809(3)	4	
4809(4)	4	
4810(1)	4	
4810(2)	4	
4810(3)	4	
4810(4)	4	
4810(5)	4	
4810(6)	4	
4810(7)	4	
4811(1)	3	
4811(2)	3	
4811(3)	3	
4812(1)	4	
4812(2)	4	
4812(3)	4	
4812(4)	4	
4812(5)	4	
4813(1)	4	
4813(2)	4	







4813(3)	4	
4814(1)	3	
4814(2)	3	
4814(3)	3	
4815(1)	4	
4815(2)	4	
4815(3)	4	
4816(1)	6	
4816(2)	6	
4816(3)	6	
4817(1)	3	
4818(1)	3	
4819(1)	3	
4820(1)	5	
4820(2)	5	
4821(3)	3	
4941(1)	2	
4943(1)	2	
4943(2)	2	
4945(1)	2	
4945(2)	2	
4947(1)	2	
4948(1)	2	
4951(1)	2	
4951(2)	2	
4951(3)	2	
4953(1)	2	
4953(2)	2	
4954(1)	3	
4954(2)	3	



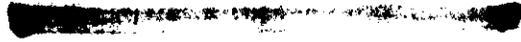
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MRP 5000 Series		
RA(Article)	Issue	Notes
5103(1)	3	
5103(2)	3	
5103(3)	3	
5103(4)	3	
5203(1)	2	
5203(2)	2	
5203(3)	2	
5219(1)	3	
5219(2)	3	
5220(1)	2	
5220(2)	2	
5301(1)	2	
5301(2)	2	
5303(1)	2	
5304(1)	2	
5305(1)	3	
5305(2)	3	
5306(1)	2	
5307(1)	2	
5307(2)	2	
5307(3)	2	
5307(4)	2	
5308(2)	4	
5308(3)	4	
5311(1)	2	
5312(1)	2	
5320(1)	3	
5401(1)	3	

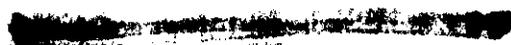
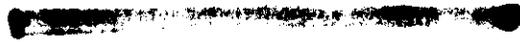






5401(2)	3	
5401(3)	3	
5401(4)	3	
5404(1)	2	
5404(2)	2	
5404(3)	2	
5405(1)	3	
5406(1)	2	
5502(1)	3	
5502(2)	3	
5720(1)	5	
5720(2)	5	
5720(3)	5	
5720(4)	5	
5720(5)	5	
5720(6)	5	
5721(1)	5	
5721(2)	5	
5721(3)	5	
5721(4)	5	
5721(5)	5	
5721(6)	5	
5800(2)	Initial	
5805(2)	Initial	
5805(4)	Initial	
5810(12)	Initial	
5810(13)	Initial	
5810(14)	Initial	
5810(18)	Initial	
5810(19)	Initial	
5810(20)	Initial	
5810(6)	Initial	







5810(7)	Initial	
5810(9)	Initial	
5820(1)	Initial	
5820(3)	Initial	
5820(4)	Initial	
5820(5)	Initial	
5820(6)	Initial	
5820(7)	Initial	
5820(8)	Initial	
5835(1)	Initial	
5850(1)	Initial	
5850(10)	Initial	
5850(11)	Initial	
5850(12)	Initial	
5850(13)	Initial	
5850(2)	Initial	
5850(3)	Initial	
5850(4)	Initial	
5850(5)	Initial	
5850(6)	Initial	
5850(7)	Initial	
5850(8)	Initial	
5850(9)	Initial	
5855(1)	Initial	
5855(2)	Initial	
5865(1)	Initial	
5865(10)	Initial	
5865(11)	Initial	
5865(3)	Initial	
5865(4)	Initial	
5865(5)	Initial	
5865(6)	Initial	



[REDACTED]

[REDACTED]



5865(7)	Initial	
5850(8)	Initial	
5850(9)	Initial	
5855(1)	Initial	
5855(2)	Initial	
5865(1)	Initial	
5865(10)	Initial	
5865(11)	Initial	
5865(3)	Initial	
5865(4)	Initial	
5865(5)	Initial	
5865(6)	Initial	
5865(7)	Initial	
5865(8)	Initial	
5865(9)	Initial	
5875(1)	Initial	
5880(1)	Initial	
5880(10)	Initial	
5880(11)	Initial	
5880(12)	Initial	
5880(2)	Initial	
5880(3)	Initial	
5880(4)	Initial	
5880(5)	Initial	



[REDACTED]

[REDACTED]

ANNEX B

to JMCA Reference HELSS/0066

JMS EMERGENT WORK AUTHORISATION FORM

JMS Reference:		Title:	TES*****		
Aircraft Type and Mk:		UOR Yes	Form No:	EW/0**	Contract No: JMS/00**
Contractor: Leonardo MV Ltd Box 94, Lysander Road, Yeovil BA20 2YB			Project Team: (Address)		

PART 1 – STATEMENT OF WORK

Aircraft No:	Equipment	Item No on SOW:	EVM Applicable?	YES/NO
The Programme Schedule has been amended to include this work and identify the completion date.				
PM Signature:		Name:		
Date:		Tel No:	01935 70	

PART 2– FIRM PRICE QUOTATION (Ex VAT)

Technical Labour Manhours:		Hourly Rate:	£	Sub Total:	£
Direct Labour Manhours:		Hourly Rate:	£	Sub Total:	£
Material:	£				
T&S:	£				
Sub Total:	£				
Subcontract Costs	£				
Subcontract Administration	£				
Uplift:	£				
Profit:	£				

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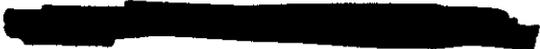
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Total: £			
Commercial Signature:		Name:	
Date:		Tel No:	

PART 3 – AUTHORISATION TO PROCEED

3a. Project Team The Task is to proceed. Payment Terms: On Completion.		3b. MoD Commercial Branch. The Authority hereby agrees to pay the Firm Price of £.....in respect of the Task above on a without prejudice basis to any other contractual negotiations.	
Budget Holder Signature:		JMS MoD Commercial Signature	
Name:		Name:	
Date:		Date:	
Financial Approval Signature		3c. JMS LMWL Commercial. JMS accepts the Firm Price as authority to start the work.	
Name:		Signature	
Date:		Name:	
		Date:	



[Redacted]

[Redacted]



ANNEX C

TO JMCA REFERENCE HELSS/0066

MODIFICATIONS CONTRACTING FORM

Ref: V1.2a (09/08) or updates, as applicable



[REDACTED]

[REDACTED]