

## **Details Of Information Redacted From Published Version Of Contract P2G/0451**

### **All Documents**

Security classification removed

### **Schedule Of Requirements**

Prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

### **Terms and Conditions of Contract**

Condition 8 – Price: prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

Condition 12 – Key Performance Indicators: prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

### **Annex B – Quarterly Payment Schedule**

Prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

### **Annex C – Firm Hourly Rates, Travel and Subsistence and Overheads**

Prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

### **Annex G – Contract Pricing Statement**

Page 2: Appendix 1 – Total Price Breakdown in GBP: table showing price breakdown removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

Page 3: Appendix 2 – Facts and Pricing Assumptions: Prices removed under the Freedom Of Information Act 2000, Section 43, Commercial Interests

### **Annex H – Contractor's Commercially Sensitive Information Form**

Personal Information removed under the Freedom Of Information Act 2000, Section 40, Personal Information

<b>Name and Address of Tenderer</b> AugustaWestland Limited Sander Road Leovil Somerset TA20 2YB	<b>MINISTRY OF DEFENCE</b>	<b>Tender No</b>  <b>P2G/0451</b>
	<b>Schedule of Requirements for          Post Design Services and Technical Publications          for Gazelle</b>	
<b>Issued With</b> EFFORM 159	<b>On</b> 21 April 2015	<b>Previous Contract No</b> PGC/0274 and PGC/0368

#### Requirements

Item Number	Description	Pegged Price £ (ex-VAT)
	Post Design Services  Contract Year 01 April 2015 to 31 March 2016 s.43 Contract Year 01 April 2016 to 31 March 2017 s.43 Contract Year 01 April 2017 to 31 March 2018 s.43	s.43
	Technical Publications  Contract Year 01 April 2015 to 31 March 2016 s.43 Contract Year 01 April 2016 to 31 March 2017 s.43 Contract Year 01 April 2017 to 31 March 2018 s.43	s.43
	Ad-hoc Tasking In Respect of Item 1	In accordance with Clause 8 and Annex C

**INDEX TO CONTRACT P2G/0451**

**CONDITIONS OF CONTRACT**

1. DEFCONS
2. DURATION
3. SCOPE
4. PRECEDENCE
5. ENTIRE AGREEMENT
6. COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT
7. AUTHORITY TO PROCEED
8. PRICE
9. PAYMENT
10. LIABILITY FOR FAULT INVESTIGATIONS
11. MEETINGS
12. KEY PERFORMANCE INDICATORS
13. QUALITY AND SAFETY STANDARDS
14. MILITARY AVIATION AUTHORITY (MAA) REGULATORY PUBLICATIONS
15. SUBCONTRACTS

DEFFORM 111

**ANNEXES TO CONTRACT**

- A. STATEMENT OF REQUIREMENT
- B. QUARTERLY PAYMENT PLAN
- C. FIRM HOURLY RATES, TRAVEL AND SUBSISTENCE AND OVERHEADS
- D. TASK AUTHORISATION FORM
- E. LIST OF AUTHORISED ADDITIONAL TASKS
- F. MILITARY AVIATION AUTHORITY (MAA) REGULATORY ARTICLES (RA)
- G. CONTRACT PRICING STATEMENT
- H. DEFFORM 539A - CONTRACTORS COMMERCIAL SENSITIVE INFORMATION
- I. DEFFORM 177 – SUB-CONTRACTORS
- J. DEFFORM 315 – CONTRACT DATA REQUIREMENT

**CONDITIONS OF CONTRACT**

1. The following Defence Conditions shall apply:

DEFCON 5J (Edn 07/08)	-	Unique Order Identifiers
DEFCON 21 (Edn 10/04)	-	Retention Of Records
DEFCON 90 (Edn 11/06)	-	Copyright
DEFCON 117 (Edn 10/13)	-	Supply Of Information For NATO Codification Purposes
DEFCON 126 (Edn 11/06)	-	International Collaboration
DEFCON 127 (Edn 12/14)	-	Price Fixing Condition For Contracts Of A Lesser Value
DEFCON 129J (Edn 07/08)	-	The Use Of The Electronic Business Delivery Form
DEFCON 501 (Edn 12/14)	-	Definitions And Interpretations
DEFCON 502 (Edn 06/14)	-	Specifications Changes
DEFCON 503 (Edn 12/14)	-	Formal Amendments To Contract
DEFCON 507 (Edn 10/98)	-	Delivery
DEFCON 509 (Edn 09/97)	-	Recovery Of Sums Due
DEFCON 513 (Edn 06/10)	-	Value Added Tax
DEFCON 515 (Edn 10/04)	-	Bankruptcy And Insolvency
DEFCON 516 (Edn 04/12)	-	Equality
DEFCON 518 (Edn 11/12)	-	Transfer
DEFCON 520 (Edn 07/11)	-	Corrupt Gifts And Payments Of Commission
DEFCON 521 (Edn 04/12)	-	Sub-Contracting To Supported Businesses
DEFCON 522J (Edn 05/03)	-	Payment Under P2P
DEFCON 523 (Edn 03/99)	-	Payment of Bills Using the Bankers Automated Clearing Service (BACS) System
DEFCON 526 (Edn 08/02)	-	Notices
DEFCON 527 (Edn 09/97)	-	Waiver
DEFCON 528 (Edn 05/12)	-	Overseas Expenditure, Import And Export Licences
DEFCON 529 (Edn 09/97)	-	Law (English)
DEFCON 530 (Edn 12/14)	-	Dispute Resolution (English Law)
DEFCON 531 (Edn 11/14)	-	Disclosure Of Information

DEFCON 532A (Edn 06/10)	-	Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
DEFCON 534 (Edn 06/97)	-	Prompt Payments (Sub-Contract)
DEFCON 537 (Edn 06/02)	-	Rights Of Third Parties
DEFCON 538 (Edn 06/02)	-	Severability
DEFCON 539 (Edn 08/13)	-	Transparency
DEFCON 550 (Edn 02/14)	-	Child Labour And Employment Law
DEFCON 566 (Edn 07/14)	-	Change Of Control Of Contractor
DEFCON 601 (Edn 04/14)	-	Redundant Materiel
DEFCON 602B (Edn 12/06)	-	Quality Assurance (Without Quality Plan)
DEFCON 606 (Edn 06/14)	-	Change And Configuration Control Procedure
DEFCON 610A (Edn 12/02)	-	Enabling Contracts - Duration Period (Tasking Contracts)
DEFCON 613 (Edn 06/97)	-	Authorisation Of Work (PDS Contracts)
DEFCON 614 (Edn 09/03)	-	Default
DEFCON 620 (Edn 06/14)	-	Contract Change Control Procedure
DEFCON 627 (Edn 12/10)	-	Requirement For A Certificate Of Conformity
DEFCON 632 (Edn 08/12)	-	Third Party Intellectual Property – Rights And Restrictions
DEFCON 637 (Edn 08/99)	-	Defect Investigation And Liability
DEFCON 642 (Edn 06/14)	-	Progress Meetings
DEFCON 656 (Edn 03/06)	-	Break
DEFCON 684 (Edn 01/04)	-	Limitation Upon Claims In Respect Of Aviation Products

## **SPECIAL CONDITIONS OF CONTRACT**

### **2. DURATION**

The Contract shall commence on the unqualified signature of the DEFFORM 10 by the Contractor and continue until 31 March 2018, unless terminated in accordance with the conditions and contract and/or applicable DEFCONs.

### **3. SCOPE**

The Contract covers the activities detailed in the Schedule of Requirements. All work shall be undertaken and completed in accordance with the Terms and Conditions of Contract, Statement of Requirement (at Annex A) and to the satisfaction of the Authority.

The Contractor shall provide drawings to Airbus Helicopters (Marignane) in respect of Contractor modifications to Airbus Helicopters DO items.

### **4. PRECEDENCE**

In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of this Contract, the order of priority shall be as follows (save where expressly provided to the contrary):

- i. Terms and Conditions of this Contract;
- ii. Annex A (Statement of Requirement);
- iii. Other Annexes to this Contract;
- iv. Appendices to the Annexes of this Contract

### **5. ENTIRE AGREEMENT**

5.1 This Contract sets out the entire agreement between the Authority and the Contractor and supersedes all prior arrangements and understandings relating to it subject matter.

5.2 Notwithstanding clause 5.1 above, nothing shall preclude either the Authority or the Contractor from bringing any claim or action against the other Party in the event of fraudulent misrepresentation.

### **6. COMPLIANCE WITH THE ELECTRONIC TRANSACTIONS AGREEMENT**

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30, reference DEPS/Westland Helicopters/Def30 Corp Ed 01/07 dated 30 June 2011. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

## 7. AUTHORITY TO PROCEED

### 7.1 Items 1 and 2 Of The Schedule Of Requirements

The Contractor shall proceed with Items 1 and 2 of the Schedule of Requirements on the unqualified signature of the DEFFORM 10 by the Contractor.

### 7.2 Item 3 Of The Schedule Of Requirements

7.2.1 Any requirement for additional tasks under Item 3 of the Schedule of Requirements shall be defined by the Authority's Project Manager by completing the Task Description of the Task Authorisation Form (TAF) at Annex D to the Contract. Where the Task relates to any design work the TAF will have an associated DEFFORM 315 Contract Data Requirement. On completion of the Task Description, the TAF will be forwarded to the Contractor, by the Authority's Commercial Officer, for their consideration.

7.2.2 For the purposes of identifying individual tasks, the Authority will allocate a discrete sequential reference number, which is to be used by the Contractor. The first such reference number shall be 001. These reference numbers shall be quoted in all associated correspondence and documentation, including claims for payment. The Contractor should note that no work should be undertaken on compiling a quotation, until the Contractor is in receipt of a Task Authorisation Form bearing a unique reference number and signed by the Authority's Project Manager.

7.2.3 Within 10 working days of receipt of a TAF or as otherwise agreed by both parties, the Contractor shall complete the Contractor Response and return it to the Authority's Commercial Officer with a Firm Price Quotation. The Firm Priced Quotation shall utilise the rates agreed at Annex C and include a full breakdown of costs including subcontract and material costs. Where applicable, any travel and subsistence costs should be clearly identified, with a full breakdown provided. It shall contain sufficient detail to enable a full assessment of the price to be undertaken by the Authority.

7.2.4 Where it is not possible to provide the Authority with a Firm Price Quotation within 10 working days then the Contractor shall at the earliest opportunity within the 10 day period advise the Authority's Commercial Officer of the reason for the delay and provide a firm date for when a quotation will be supplied.

7.2.5 If the Authority is content with the Firm Price Quotation and wishes to proceed with the task then the Authority will provide authority to proceed with the Task by completing the Acceptance section of the Task Authorisation Form. Upon authorisation by the Authority a contract shall be created as per the details of the TAF and the Contractor shall undertake the work as defined in the TAF and in accordance with the specifications/technical requirements referred to in the Contract. The Contractor shall acknowledge receipt of the Acceptance of Task within 5 working days of receipt. The Contractor shall not undertake any work relating to the task until the Acceptance of Task has been signed by both the Authority's Project Manager and the Authority's Commercial Officer.

7.2.6 Authorised Tasks will be formally added to Annex E of the Contract when the next amendment to Contract is raised, or on completion of the Task, whichever occurs first.

7.2.7 The Contractor shall not refuse any task issued unless it would be unreasonable to do so. If the Contractor believes that the task cannot be accepted under the

Contract Terms & Conditions, full justification of rejection shall be forwarded to the P2G Commercial Branch for consideration within 3 working days.

- 7.2.8 If it becomes obvious that delivery will not be achieved within the agreed timescale on the TAF, the Contractor shall notify the Authority's Project Manager and Commercial Officer of the cause of the delay together with a forecast delivery date. Such information shall be supplied without prejudice to the Authority's rights under the Contract. In the event that the Authority agrees to the revised delivery date it shall forthwith issue an amendment to the task.
- 7.2.9 In addition to the Authority's rights of termination under other Conditions, any individual Task placed under this Contract may be terminated by the Authority at any time subject to notice in writing to the Contractor. Where appropriate, the Authority may require the Contractor to furnish a report covering work done to the date of termination with such recommendations as may be possible at that stage. The Authority's liability shall be confined to payment as if the Task has been terminated under DEFCON 656 – Break.
- 7.2.10 Any additional tasks raised by completion of Part I of the TAF (as described in 7.2.1 above), up to and including the expiry of the Contract, shall be delivered by the Contractor in accordance with this clause.
- 7.2.11 On expiry of the authorisation period (as per Condition 2 above), the Contractor shall submit 2 copies of a statement to the Commercial Officer, as detailed at Box 1 of the Appendix to Contract and 1 copy to the Project Manager or Authorised Representative at detailed in Box 2 of the appendix giving the following information:
- 7.2.11.1 a list of authorisations against which work had not begun by the expiry date;
  - 7.2.11.2 a list of authorisations against which work had been completed or in progress by the expiry date and which if not already claimed would be subject of a claim against the Contract;
  - 7.2.11.3 a statement against those authorisations under Condition 9, which had been started but subsequently put in abeyance and the reason therefore.

## 8. PRICE

### 8.1 Items 1 and 2 Of The Schedule Of Requirements

- 8.1.1 The price quoted in respect of Items 1 and 2 is made up of firm and pegged prices in accordance with the Schedule Of Requirements and the Contractors Pricing Statement at Annex G.
- 8.1.2 The pegged price for the contract period is s.43. Upon agreement of firm prices between the Contractor and the Authority, the price will be adjusted and any difference in price shall be paid to the Contractor or recovered by the Authority as necessary.
- 8.1.3 The firm price for the contract period is s.43 and shall not be varied.



## **8.2 Item 3 Of The Schedule Of Requirements**

- 8.2.1 Pegged prices shall be agreed for the labour element of each additional task raised under Item 6 of the Schedule of Requirements for phase 1 using the rates detailed at Annex C.
- 8.2.2 Any travel and subsistence costs applicable to the task should be clearly identified, with a full breakdown provided, It shall contain sufficient detail to enable a full assessment of the price to be undertaken by the Authority.
- 8.2.3 In consideration for the placement of this Contract the Contractor shall, for the duration of the Contract, hold to the rates as specified at Annex C.
- 8.2.4 The Contractor shall not withdraw from or amend in any way the standing orders contained in the Contract except by agreement in accordance with DEFCON 503.

## **9. PAYMENT**

### **9.1 Items 1 and 2 Of The Schedule Of Requirements**

Payment in respect of Items 1 and 2 of the Schedule of Requirements shall be claimed quarterly in arrears in accordance with the quarterly payment profile at Annex B, upon completion of the work to the satisfaction of the Authority's Project Manager as detailed at Box 2 of the DEFFORM 111.

### **9.2 Item 3 Of The Schedule Of Requirements**

- 9.2.1 Payment in respect of Item 3 of the Schedule of Requirements shall be made upon completion of the additional task to the satisfaction of the Authority's Project Manager as detailed at Box 2 of the DEFFORM 111.
- 9.2.2 The task value shall be loaded to P2P upon acceptance of the Contract amendment to add the task. Upon completion of the task, the Contractor shall submit the 129J to the Authority's Project Manager, who will receipt the task in P2P if satisfied.
- 9.2.3 No payment shall be due for any task authorised on this Contract which is found to be the Contractors liability.

## **10. LIABILITY FOR FAULT INVESTIGATIONS**

In those cases where the fault and subsequent modification or alterations are agreed to be the Contractor's liability, the Contractor shall be liable for the cost of carrying out fault investigations requested on Form 760 or Form 760A, including all stripping, re-assembly and delivery charges incurred by the Contractor,.

## **11. MEETINGS**

The Contractor and other agreed representatives shall attend all Meetings detailed in Annex A of the Contract. The dates for these meetings are to be agreed with the Authority's Project Manager or his authorised representative.

## 12. KEY PERFORMANCE INDICATORS

- 12.1 The measurement of performance shall apply to only item 2 of the Schedule of Requirements for all categories, i.e. Advance Information Leaflets, Routine Publications (UFR – Assessment Phase and Completion) and Aircrew Manual Amendment Leaflets; and in accordance with Annex A paragraphs 11 to 22. A minimum satisfaction rate of 95% over a rolling 12 month period completed within a single amendment cycle (6 months).
- 12.2 Change requests will be presented to the Authority prior to the 6 monthly Technical Publications meeting. This will include arisings from the Authority and the Contractor. Arisings which have been agreed with the Authority to be undertaken out-of-phase will not be subject to KPI, unless they are not incorporated within the agreed timescales.
- 12.3 The Contractor shall provide an acknowledgment to the originals of each MoD Form 765 raised within 4 working days from receipt of Query.
- 12.4 A completed amendment cycle shall be defined as follows – Each Publication amendment is published 6 months apart. The publication date, defined as receipt of the publications(s) at DSDC, shall be no later than the last working day of the specified month as relevant to that particular publication. For an amendment to be included at a specified publication date, the change request shall have been received (via MIS or hard copy) by the Contractor prior to the last working day of the previous publication amendment.
- 12.5 The Contractor shall submit to the Authority, within one month of the publication date, a KPI measurement report detailing the arisings, dates received and date the amendment was incorporated into the publications.
- 12.6 In the event of the under-performance by the Contractor as determined by the measurement of Key Performance Indicators under conditions 12.1 to 12.4 inclusive, the Authority may withhold a proportion of the payment due to the Contractor as detailed in the Payment Profile at Annex B. The application of such withhold shall be detailed as below;

Performance Band	Criteria	Withhold Value Per Amendment Cycle
A	Minimum 95% within Amendment Cycle	£0
B	From 90 % to 94.99% within Amendment Cycle	s.43
C	Below 90%	s.43

- 12.7 Where under-performance results in the withhold of a proportion of the payment due to the Contractor, the sum to be withheld shall be deducted from the payment due in the quarter following the quarterly measurement.
- 12.8 Where a sum has been withheld, this shall be paid to the Contractor if the next quarterly measurement of performance is achieved to band A. The sum withheld shall be paid to the Contractor with the payment due in the quarter following the quarterly measurement.

### 13. QUALITY AND SAFETY STANDARDS

The Contractor shall comply with the following Quality and Safety standards:

AQAP 2110	- NATO Quality Assurance Requirements for Design, Development and Production
DEFSTAN 05-61 Part 1	- Quality Assurance Procedural Regulations – Concessions
DEFSTAN 05-61 Part 4	- Quality Assurance Procedural Regulations – Contractor Working Parties
RA1014	- Design Organisations – Airworthiness Responsibilities
RA4307	- Fault Reporting
RA4350	- Through Life Management – Technical Information
RA44557	- Special Instructions (Technical)
RA4813	- Maintenance Records
IEC TS 62239	- Process Management for Avionics – Preparation of an electronic components management plan

### 14. MILITARY AVIATION AUTHORITY (MAA) REGULATORY PUBLICATIONS

14.1 The Contractor shall comply with the following MAA Regulatory Publications (“MRP”) issued by the Military Aviation Authority (“the Regulator”) – Overarching Documents, Regulatory Articles and MAA Manuals

MAA 01	- MAA Regulatory Policy
MAA 02	- MAA Master Glossary
MAA 03	- MAA Regulatory Processes

Def Stan 00-56	Safety management requirements for defence Systems
Def Stan 00-970 Pt 0 & 7	Design and airworthiness for service aircraft (rotorcraft)
Def Stan 05-10	Product definition Information
STANAG4457	NATO Guide to the preparations of specifications for the procurement of Defence Materiel.
Def Stan 05-57	Configuration Management of Defence Material
AQAP 2110 Edition 3 - replaces Def Stan 05-91	NATO QA Requirements for Design, Development and Production.
AQAP 2210 Edition 1 - replaces Def Stan 05-95	NATO Supplementary Software QA Requirements to AQAP2110
RA1014	Design Organisations – Airworthiness Responsibilities
RA1017	Maintenance Organisations – Airworthiness Responsibilities
RA1200	Defence Air Safety Management
RA1230	Design Safety Targets
RA4204	Lifing of Aerospace Components
RA4211	Ground Training Aids
RA4213	Control of Aircraft Components used in Ground Test Facilities
RA4350	Through Life management of Technical Information
RA4457	Special Instructions (Technical)

RA4515(1)	Fuels Lubricants and Associated Products
RA4553	Aircraft Electrical Wire
RA4700	Military Air Environment Quality Policy
RA5001(1)	Certification and Release of Materiel
RA5102(2)	Contractor Responsibilities for Sub-Contractors
RA5103	Certificate of Design
RA5105(1)	Requirement for Requalification
RA5106	Aircraft Contractors Responsibilities
RA5201	Interchangeability
RA5203	Requirements Specification
RA5204	Information for Installation of Aircraft Equipment
RA5205	Reporting of Mass for Aircraft Equipment
RA5209	Relationship between Service Units and Contractors
RA5213	Final Examination and Conferences
RA5221	Traceability of Aircraft Identifiable Parts
RA5301	Control of Designs
RA5302	Design Records
RA5303	Local Technical Committee
RA5305	Modification Classification
RA5306	Draft Modification Leaflets
RA5312	In-Service Design Changes
RA5401	Provision of Service Technical Publications
RA5402	Validation and Verification of Service Technical Publications
RA5406	Aircrew Publications – Contractors Responsibilities
MAA MRP MAP-01	Maintenance and Airworthiness procedures
AvP 70	Specifications for Air Technical Publications.

14.2 It is recognised by the Authority that the Gazelle Aircraft design is legacy and predates Def Stans 00-56 and 00-970. In respect of the legacy design the Contractor shall support the Authority to achieve a safety solution which is technically sound and cost effective and thus committed to meeting the intent of the relevant requirements of Def Stan 00-56 and 00-970. Any new design will meet the criteria of Def Stans 00-56 and 00-970. Where a new design requires an interface with the existing design, the Contractor shall obtain authority in writing (email) from DES P2G-GazEngAuth to confirm whether or not Def Stans 00-56 and 00-970 are applicable. The Authority's decision shall be final.

14.3 It is acknowledged that due to the age of the aircraft, it is not reasonable to apply MAA standards to the original design. The Contractor is working with the Authority in determining compliance with and necessary amendments to, the Military Aviation Regulatory Procedures (MRP). The Contractor will use the MAA RA's as specified at Clause 14.1 unless the Authority has previously agreed that it is not reasonable to do so. Where MAA RAs are not applicable, the Contractor shall continue to use the regulatory framework at Clause 14.3.1 below. Authority to deviate from the MAA RAs must be in writing (email) from DES P2G-GazEng Auth prior to the commencement of any work. The Parties shall continue to monitor the progress made on determining the compliance with the MRP and agree to review this Condition.

14.3.1 The Quality Assurance requirements applicable to work where the MAA RAs do not apply are as follows:

AQAP 2105 Edition 2	NATO requirements for deliverable quality plans
AQAP 2110 Edition 3	NATO Requirements for Design, Development and Production
AQAP 2210 Edition 1	NATO Supplementary Software Quality Assurance Requirement

Def Stan 00-600 Issue 2	Integrated Logistics Support
Def Stan 05-61 Part 1 Issue 5	Concessions
Def Stan 05-61 Part 4 Issue 3	Contractors Working Parties for Aeronautical Equipments
Def Stan 05-61 Part 9 Issue 4	Quality Assurance Procedural Requirements – Independent inspection requirement for safety critical items
Def Stan 05-61 Part 18 Issue 2	Aircraft and Munitions Parachutes and Parachute Assemblies, Harness and Personal Restraint Harnesses for use in Aircraft
Def Stan 05-100 Issue 3	MoD Requirements for Certification of Aircraft for Authorised Flights and Ground Runs
Def Stan 05-57 Issue 5	Configuration Management of Defence Materiel

14.4 The Contractor shall comply with the Regulations set out in the RA at 14.1 above by following:

14.4.1 the acceptable means of compliance (AMC) prescribed therein;

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

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

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

## 15. SUBCONTRACTS

15.1 The Contractor shall ensure that the rights which accrue to the Authority under this Contract extend also to subcontracts. For the application of this provision to design rights, etc., the contractor shall forward for completion and signature by each subcontractor, 2 copies of the Ministry of Defence Design Rights and Patents (Subcontractors) Agreement, a specimen copy of which is provided at Annex I to the Contract. A letter informing the subcontractor or suppliers that the order is conditional upon his completing and signing both copies of the Agreement and returning them to the Commercial Officer, as detailed at Box 1 of the Appendix to Contract (DEFFORM 111), should also be forwarded. If the Contractor is unable to comply with this condition, he shall immediately inform the Commercial Officer and await further instructions before placing the subcontract or order.

15.2 The Authority reserves the right at any time to require the Contractor entering into a subcontract or placing an order to submit a copy of the subcontract or order.

15.3 On completion of all work authorised under the Contract, the Contractor shall submit to the Commercial Officer, as detailed at Box 1 of the Appendix to Contract, a list of all subcontracts or orders which he placed in pursuance of the Contract. A 'Nil' return shall be submitted if appropriate.

**ANNEX A - STATEMENT OF REQUIREMENTS FOR GAZELLE AH MK1 AGUSTA WESTLAND  
POST DESIGN SERVICES TO INCLUDE THE PREPARATION AND SUPPLY OF TECHNICAL  
PUBLICATIONS AND AMENDMENTS**

**General Overview of Requirements**

1. Under the terms of DAOS accreditation, MoU responsibilities and Def Stan 05-57 conditions, the Contractor, as a competent UK Design Organisation, is requested to make a commitment to meet the following requirements and activities in respect of PDS for the Gazelle AH Mk1 aircraft:
  - a) Overall UK Design Organisation (DO) responsibilities under the Anglo/French Memorandum of Understanding (MoU), Latest Supplement and Framework Document.
  - b) Meet UK DO publication responsibilities for the Aircraft Document Set (ADS).
  - c) Maintenance of Drawings. The Contractor shall provide maintenance of UK specific drawings for the Gazelle aircraft not funded under the Agusta Westland Limited (AWL) direct modification contract, or by the Anglo/French CIM contract.
  - d) Act as custodian for legacy Westland Repair Instructions (WRI) until out of service date plus five years.
  - e) Capability to issue DO advice to support non-Joint Modification Service (JMS) Service Modifications when tasked. This is limited to DO assessment of the final modification.
  - f) As competent UK DO, the capability to produce modifications contracted via JMS, directly or through the MoU when tasked.
  - g) The Contractor is required to keep technical publications and other documents up to date by amendment in accordance with the Military Aviation Authority Regulatory Publications and Regulatory Articles.

**Specific PDS Requirements**

2. Meetings. All meetings shall take place at Agusta Westland Limited, Yeovil unless otherwise stated.
  - a) Between the Authority and the Contractor. The Contractor must be able to attend, provide support and attend pre-meetings when required to the meetings specified below:
    - i. UK Modification Technical Committee (UKMTC) every 6 months. Updated ISM charts shall be provided 1 month before each meeting.
    - ii. Working Level as required.
    - iii. PDS Task Progress Review. Every 6 months. Any additional meetings required will be tasked under Item 3 of the Schedule of Requirements.
    - iv. Also suitable representation at the 6 monthly safety and airworthiness meetings held at the P2GPT, MoD Abbey Wood, Bristol: Gazelle Platform Integrity Working Group (PIWG), Hazard Log Working Group (HLWG), Gazelle Safety & Airworthiness Meeting (GSAM) and Director Helicopters Airworthiness Review Meeting.

b) Anglo-French Meetings.

- i. Reunion Technique (RT). The contractor is to attend the 6 monthly RT meetings at Airbus Helicopters, Marignane in France with the Authority. This will include preparation and a pre-meeting with the Authority prior to the meeting.
- ii. CIM (International Modification Committee). The Contractor must provide suitable facilities, including lunch and refreshment, at, or close to, their premises for annual CIM/ATMC and TAC/Steering Committees when held in the UK. When these meetings are held outside the UK the Contractor shall provide suitable representation only, this will include the preparation and a pre-meeting with the Authority prior to the meeting. The associated costs including interpretation and simultaneous translation facilities where required shall be provided on a task by task basis. These meetings alternate between the UK and France on a 12 monthly rotational basis.

3. Minor Tasks.

- a) Investigation of general engineering problems.
- b) Provision of technical advice including service concessions and obsolescence where Agusta Westland Limited are the Design Organisation for the equipment. Technical advice on obsolescence is limited to investigation of the obsolescence issue and provision of recommendations for a solution. Implementation of a solution would be contracted for separately.
- c) Review of service developed Special Instructions (Technical), SI(T).
- d) Maintenance of drawings not covered by the CIM.
- e) Investigation of faults as required.
- f) Technical study and provision of technical advice for:
  - i. Service letters
  - ii. Service Bulletins
  - iii. Consignes or Directions Gazelle (DIRGA) (if required)
  - iv. Alert Service Bulletin (ASB)
  - v. Information Notice (IN)
  - vi. Safety Information Note (SIN)
- g) Product Reviews. As tasked by the Authority, the Contractor, working to a program agreed with the Authority must review the range of products supplied for use on the Aircraft for which the Contractor is Design Organisation.
- h) Where product improvements are proposed, the Contractor shall support the Authority by providing all reasonable information to justify any recommendation. This may include but shall not be limited to development timescales and outlay.

4. Design Organisation advice and assessment of Service Modifications not tasked under the Joint Modifications procedure.

5. Obtaining technical advice from Airbus Helicopters (France). Liaison with other manufacturers of equipment fitted to the Gazelle aircraft, on a task by task basis.
6. Technical Instructions.
  - a) Preparation of SI(T)s formatted iaw MAP-01:
    - i. Draft SI/STIs.
    - ii. Draft SI/STIs including validation.
    - iii. Camera ready SI/STIs.
    - iv. Camera ready SI/STIs including validation.
    - v. Minor amendments to Camera ready SI/STIs.
  - b) Incorporation of Changes. The Contractor shall supply the Authority with one draft version for comments / validation. No further draft copies shall be supplied unless the initial draft copy contains errors by the Contractor. All initial changes required to the draft SI(T) by the Authority, resulting in an Issue A of the P draft, shall be incorporated in the final issue of the SI(T) without further payment within the priority agreed.
  - c) Disposal. The UKMTC will decide on the disposal of all SI(T)s.
  - d) Validation. The Contractor, if tasked by the Authority shall perform a validation exercise on the draft and/or Camera Ready Copy (CRC). The degree of validation shall be adequate to ensure that the Authority can embody the SI(T) satisfactorily on the aircraft. The Contractor shall supply the Authority with one draft version for comments / validation. No further draft copies shall be supplied unless the initial draft copy contains errors by the Contractor. Subsequent validation of a P draft carried out by the Authority does not abrogate the Contractor's responsibility for the technical content of the instruction for embodiment.
  - e) Issuing Authority. The Contractor must act as the Issuing Authority for STIs and SIs specific to the Gazelle aircraft.
7. Airbus Helicopters Technical Instructions. The Contractor must maintain a means (using Airbus Helicopters TIPI or other means) of obtaining all Consignes, Service Letters and Alert Service Bulletins issued by Airbus Helicopters pertinent to the Gazelle aircraft. The contractor must advise the Authority of receipt of all such instructions and of their applicability to the Gazelle AH Mk1. Advice must be provided within 10 working days from receipt of such instructions. Further advice on all such instructions shall be provided to the Authority, on a task by task basis (under Contract Item 3 of the Schedule of Requirements), when requested within 20 working days from receipt of request, unless the compliance period for the Technical Instruction specifies a shorter timescale due to airworthiness considerations.
8. Post Design Services (PDS) tasking (under Contract Item 3 of the Schedule of Requirements).
9. Working Party. The Contractor must be able to provide support by means of a Contractor's Working Party (CWP) where requested (under Contract Item 3 of the Schedule of Requirements).
10. Fault Investigations. These will be tasked on an as required basis under the Contract. The Contractor must limit the scope of Fault Investigation reports to cover only the investigation and, where established, the cause of the fault. On completion of a fault investigation the



Contractor will issue a MOD Form 761 [RA 5404 Initial Issue for non-engine parts refers] and request disposal instructions concurrently returning parts to LS preserved to prevent further deterioration awaiting MOD instructions.

### **Specific Technical Publications Requirements**

11. The Contractor is required to keep technical publications and other documents up to date by amendment in accordance with RA5401 Provision of Service Technical Publications and RA5403 Amendments to Service Technical Publications.
12. The work produced under this Contract shall meet the requirements of the specifications detailed below, as adapted to the format of the publications and the requirements of the Authority:
  - a) Hard copy: AVP 70 Issue 1 dated June 2003 and/or ATP2-02-90 Edition 1 Amendment 4 (RA5306 Draft Modification Leaflets to a single spacing standard for Modification Leaflet productions).
  - b) Electronic Media: The data for topic Aircrew Manuals shall be delivered in the following electronic format:
    - i. Text – Framemaker.
    - ii. Graphics – Computer Graphics Metafile (CGM Graphics).
  - c) Other Electronic or Microform requirements shall be as agreed on a case by case basis.
13. The Contractor shall supply validated amendments to all technical publications and other documents supplied under this agreement. These amendments may arise from modifications, changes in operational use, maintenance policy or servicing procedures, Unsatisfactory Feature Reports, repair schemes, editorial changes or any other related publications matter.
  - a) Modification Leaflets shall be certified in accordance with RA5306 Draft Modification Leaflets.
14. Unless instructions to the contrary are given to the Contractor by the appropriate Authority, a validated amendment shall comprise 1 copy of each of the following:
  - a) An amendment instruction sheet.
  - b) All revised cross-reference list, index and modification record sheets.
  - c) All amended text sheets and illustrations.
  - d) Pagination Sheets and page count.
15. For all publications except the Topic 14, 15 and 16 the Mod should be offered and reserve the right to verify and comment on validated draft amendments before the production of the final Camera Ready Copy (CRC). Topic 14 and 15, validated draft material should be supplied to the AA, identified in Condition 5 para c. for verification in the format of an Electronic Compact disc (CD) in addition to hard copy. The verified material will then be returned to the contractor for the incorporation of agreed comments and alterations before the preparation of the final draft amendment. Topic 16 validated draft material should be supplied to the AA detailed in sub para 5c, Item 10, or his nominated SME for verification. The verified material will then be returned to the contractor for incorporation of agreed comments and alterations before the preparation of the final CRC.

Note: Verification is the process by which the service user satisfies himself that the Validated publication/amendment meets the service requirement (e.g. the maintenance policy) and can be used for its intended purpose by service personnel under normal Service conditions.

16. Where required by the Authority, the Contractor shall provide one set of master (camera ready) material for an individual publication change before compilation into an amendment.
17. Where delivery includes para 12.b and/or 12.c requirements, the microform master (camera ready) material and/or the electronic media material shall be provided in conjunction with the hard copy master material.
18. Where required by the Authority, the Contractor shall provide a definitive programme of work to be undertaken in a specified period. The form of the programme shall be agreed with the Authority.
19. The Contractor shall provide facilities and representatives to attend Technical Publications Progress Meetings with the Authority on a six monthly basis. These meetings will monitor progress and overall performance.
20. If required the contractor shall organise and provide representatives to attend meetings with Airbus Helicopters to ensure a technical interface is maintained with Airbus Helicopters, to discuss any difficulty with technical Interpretation, incorporation difficulties or perceived shortfalls in DO information. These meetings should be formally recorded and a set of the minutes supplied to the Authority. These meetings will be tasked under Item 3 of the Schedule of Requirements.
21. The Contractor may be required to attend other meetings on an ad hoc basis as requested by the Authority. These meetings will be tasked under Item 3 of the Schedule of Requirements.
22. Discussions between the Authority and the Contractor shall be entirely without prejudice to the Authority's rights under the Contract and shall not constitute either as an amendment to the contract or otherwise reduce the obligations of the Contractor under the Contract.

#### **Publications and Specifications Applicable to Contract**

23. Precedence.
  - a) The publications and specifications listed below relate to the procedures in respect of equipments designed and manufactured in the United Kingdom. They also apply to equipment designed and manufactured overseas unless, with the approval of the Authority under the Terms of the Contract, it is more sensible on technical or economical grounds to apply the standards and specifications called up when the equipment was originally developed.
  - b) In the event of a conflict between these documents listed below and other documents referred to, then applicable MAA Regulatory Articles and procedures shall take precedence unless otherwise directed by the Authority
  - c) It is acknowledged that due to the age of the aircraft, it is not reasonable to apply MAA standards to the original design. The Contractor is working with the Authority in determining compliance with and necessary amendments to, the Military Aviation Regulatory Procedures (MRP). The Contractor will use the MAA RA's as specified at Clause 14.1 unless the Authority has previously agreed that it is not reasonable to do so. Where MAA RAs are not applicable, the Contractor shall continue to use the regulatory framework at Clause 14.2.1 below. Authority to deviate from the MAA RAs must be in writing (email) from DES P2G-GazEng Auth prior to the commencement of any work.

The Parties shall continue to monitor the progress made on determining the compliance with the MRP and agree to review this Condition.

- d) It is recognised by the Authority that the Gazelle Aircraft design is legacy and predates Def Stans 00-56 and 00-970. In respect of the legacy design the Contractor shall support the Authority to achieve a safety solution which is technically sound and cost effective and thus committed to meeting the intent of the relevant requirements of Def Stan 00-56 and 00-970. Any new design will meet the criteria of Def Stans 00-56 and 00-970. Where a new design requires an interface with the existing design, the Contractor shall obtain authority in writing (email) from DES P2G-GazEngAuth to confirm whether or not Def Stans 00-56 and 00-970 are applicable. The Authority's decision shall be final.

#### 24. References.

Reference Title	Description
Def Stan 00-56	Safety management requirements for defence Systems
Def Stan 00-970 Pt 0 & 7	Design and airworthiness for service aircraft (rotorcraft)
Def Stan 05-10	Product definition Information
STANAG4457	NATO Guide to the preparations of specifications for the procurement of Defence Materiel.
Def Stan 05-57	Configuration Management of Defence Material
AQAP 2110 Edition 3 - replaces Def Stan 05-91	NATO QA Requirements for Design, Development and Production.
AQAP 2210 Edition 1 - replaces Def Stan 05-95	NATO Supplementary Software QA Requirements to AQAP2110
RA1014	Design Organisations – Airworthiness Responsibilities
RA1017	Maintenance Organisations – Airworthiness Responsibilities
RA1200	Defence Air Safety Management
RA1230	Design Safety Targets
RA4204	Lifing of Aerospace Components
RA4211	Ground Training Aids
RA4213	Control of Aircraft Components used in Ground Test Facilities
RA4350	Through Life management of Technical Information
RA4457	Special Instructions (Technical)
RA4515(1)	Fuels Lubricants and Associated Products
RA4553	Aircraft Electrical Wire
RA4700	Military Air Environment Quality Policy
RA5001(1)	Certification and Release of Materiel
RA5102(2)	Contractor Responsibilities for Sub-Contractors
RA5103	Certificate of Design
RA5105(1)	Requirement for Regualification
RA5106	Aircraft Contractors Responsibilities
RA5201	Interchangeability
RA5203	Requirements Specification
RA5204	Information for Installation of Aircraft Equipment
RA5205	Reporting of Mass for Aircraft Equipment
RA5209	Relationship between Service Units and Contractors
RA5213	Final Examination and Conferences
RA5221	Traceability of Aircraft Identifiable Parts
RA5301	Control of Designs
RA5302	Design Records
RA5303	Local Technical Committee
RA5305	Modification Classification
RA5306	Draft Modification Leaflets

RA5312	In-Service Design Changes
RA5401	Provision of Service Technical Publications
RA5402	Validation and Verification of Service Technical Publications
RA5406	Aircrew Publications – Contractors Responsibilities
MAA MRP MAP-01	Maintenance and Airworthiness procedures
AvP 70	Specifications for Air Technical Publications.
AQAP 2105 Edition 2	NATO requirements for deliverable quality plans
AQAP 2110 Edition 3	NATO Requirements for Design, Development and Production
AQAP 2210 Edition 1	NATO Supplementary Software Quality Assurance Requirement
Def Stan 00-600 Issue 2	Integrated Logistics Support
Def Stan 05-61 Part 1 Issue 5	Concessions
Def Stan 05-61 Part 4 Issue 3	Contractors Working Parties for Aeronautical Equipments
Def Stan 05-61 Part 9 Issue 4	Quality Assurance Procedural Requirements – Independent inspection requirement for safety critical items
Def Stan 05-61 Part 18 Issue 2	Aircraft and Munitions Parachutes and Parachute Assemblies, Harness and Personal Restraint Harnesses for use in Aircraft
Def Stan 05-100 Issue 3	MoD Requirements for Certification of Aircraft for Authorised Flights and Ground Runs
Def Stan 05-57 Issue 5	Configuration Management of Defence Materiel

**ANNEX B – QUARTERLY PAYMENT SCHEDULE**

The payment schedule below shall apply to Items 1 and 2 of the Schedule of Requirements

<b>Date Payment Due</b>	<b>Value</b>
30 June 2015	s.43
30 September 2015	s.43
31 December 2015	s.43
31 March 2016	s.43
30 June 2016	s.43
30 September 2016	s.43
31 December 2016	s.43
31 March 2017	s.43
30 June 2017	s.43
30 September 2017	s.43
31 December 2017	s.43
31 March 2018	s.43

**ANNEX C – FIRM HOURLY RATES, TRAVEL AND SUBSISTENCE AND OVERHEADS**

The rates below shall apply in respect of Ad-hoc tasking agreed under Item 3 of the Statement of Requirement

<b>CATEGORY</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
Technical Labour Rate (T1 Engineering)	s.43	s.43	s.43	s.43
Technical Publications Rate (T2 ILS / Tech Pubs)	s.43	s.43	s.43	s.43
Profit	s.43	s.43	s.43	s.43

All travel and subsistence costs applicable to any task shall be agreed on a task by task basis. Any travel and subsistence costs should be clearly identified, with a full breakdown provided, It shall contain sufficient detail to enable a full assessment of the price to be undertaken by the Authority.

**ANNEX D – TASK AUTHORISATION FORM**

Task Notification:			
To:          Tel: Fax:  Contract: P2G/0451 Your Ref: Customer Code: A/C Type & Mark: Priority:  Description:	From:          Tel: Fax:  Item: Quote No:   Task Req'd by:		
<b>COMPANY RESPONSE: THE FOLLOWING QUOTE IS FOR THE TASK GIVEN ABOVE</b>			
Direct Hours:	Technical Hours:	Tech Pub Hours:	Quote Prep Costs:
Other Costs:	Firm Price:		
Issue Date:	Offer Valid Until:	Task Duration	
Name:	Signed:		
<b>ACCEPTANCE:</b>			
To:          I accept the quote given above and authorise you to proceed with the task. Costs for the work involved to be charged to:	From:          Item:  Signed:		
Contract: P2G/0451			
Name:			
Date:			

**Task Notification:**

Detailed Description:

Remarks:



## Ministry of Defence

## CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>  P2G/0451	2. <u>CDR Number</u>	3. <u>Data Category</u>	4. <u>Contract Delivery Date</u>
5. <u>Equipment/Equipment Subsystem Description</u>		6. <u>General Description of Data Deliverable</u>	
7. <u>Purpose for which data is required</u>		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>			
10. <u>Medium of Delivery</u>		11. <u>Number of Copies</u>	



**ANNEX F – MILITARY AVIATION AUTHORITY (MAA) REGULATORY ARTICLES (RA)**

<b>RA NUMBER</b>	<b>RA DESCRIPTION</b>	<b>SUB RA</b>
RA 1014	Design Organizations – Airworthiness Responsibilities	1014(1): Responsibilities of the Design Organization
RA 1017	Maintenance Organizations – Airworthiness Responsibilities	1017(1): Responsibilities of the Maintenance Organization
RA 1200	Defence Air Safety Management	1200(1): Defence Air Safety Management
RA 1230	Design Safety Targets	1230(1): Design Safety Target Criteria
RA 4204	Lifing of Aerospace Components	4204(1): Lifing of Aerospace Components
RA 4211	Ground Training Aids	4211(1): Ground Training Aids
RA 4213	Control of Aircraft Components used in Ground Test Facilities	4213(1): Control of Aircraft Components used in Ground
RA 4350	Through Life Management of Technical Information	4350(1): Through Life Management of Technical Information
RA 4457	Special Instructions (Technical)	4457(1): Special Instructions (Technical)
RA 4515	Fuels, Lubricants and Associated Products	4515(1): Use of Standardized FLAP
RA 4553	Aircraft Electrical Wire	4553(1): Type of AEW to be Used on Aircraft 4553(2): Importance of Wire Type
RA 4700	Military Air Environment Quality Policy	4700(1): Military Air Environment Quality Policy
RA 5001	Certification and Release of Material	5001(1): Certification Of Design
RA 5102	Design and Development Responsibilities	5102(2): Contractor Responsibilities for Sub-Contractors
RA 5103	Certification of Design	5103(1): Approval of Certificate of Design 5103(2): Format of Certificate of Design 5103(3): Retention of Certificate of Design 5103(4): Certification of Sub-contracted Items
RA5105	Requalification and Production Testing	5105(1): Requirement for Requalification
RA5106	Aircraft Contractors' Responsibilities	5106(1): Equipment Development 5106(2): Interface Requirements 5106(3): Systems and Equipment Installation 5106(4): Electro-magnetic Compatibility
RA 5201	Interchangeability	5201(1): Interchangeability of Materiel
RA 5203	Requirement Specifications	5203(1): Environmental Effect 5203(2): Contract Specifications 5203(3): Sub-contract Specifications 5203(4): Explosives, Electro-explosives Devices and Lasers
RA 5204	Information for Installation of Aircraft or Remotely Piloted Air	5204(1): Interface Responsibilities

RA NUMBER	RA DESCRIPTION	SUB RA
	Vehicles Equipment	
RA 5205	Reporting of Mass For Aircraft Equipment	5205(1): Reporting of Mass For Aircraft Equipment
RA 5209	Relationship between Service Units, MOD and Contractors in the Development of Materiel	5209(1): MOD and Contractor Relationship
RA 5213	Final Examinations and Conferences	5213(1): Aircraft Standard
RA 5221	Traceability of Aircraft Identifiable Parts	5221(1): Identifiable Parts
RA 5301	Control of Designs	5301(1): Configuration Management of Design
		5301(2): Management of Design Records
RA 5302	Design Records	5302(1): Custody and Maintenance of Design Records
RA 5303	Local Technical Committee (LTC)	5303(1): LTC Authority
		5303(2): LTC Administration
		5303(3): Significant Design Changes
RA 5305	Modification Classification	5305(1): Modification Classifications
		5305(2): Riders and Qualifications to Modification Classifications
RA 5306	Draft Modification Leaflets	5306(1): Preparation of Draft Modification Leaflets
RA 5312	In-Service Design Changes	5312(1): In-Service Design Changes
RA 5401	Provision of Service Technical Publications	5401(1): Provision of Service Technical Publications
		► 5401(2): Validation of Service Technical Publications ◀
		► 5401(3): Verification of Service Technical Publications ◀
		► 5401(4): Amendments to Service Technical Publications
RA 5402	Validation and Verification of Service Technical Publications	5402(1): Validation of Service Technical Publications
		5402(2): Verification of Service Technical Publications
RA 5406	Aircrew Publications - Contractors Responsibilities	5406(1): Aircrew Publications – Contractors Responsibilities

**ANNEX G – CONTRACT PRICING STATEMENT**

**FOR Gazelle PDS & Technical Publications Contract (1 April 2015 – 31 March 2018)**

1. The Company and the Authority each confirms that the negotiations leading to the agreement as at the Contract Effective date of price(s) as recorded at Appendix 1.
2. The Company confirms that in estimating the costs on which the price(s) recorded at Appendix 1 to this Statement are based it has observed the cost accounting practices set out in the Questionnaire as to the Method of Allocation of Costs.
3. The Company and the Authority each confirms that it is not aware of any material omission or inaccuracy in the facts and pricing assumptions provided by it, on which the price(s) are based, and which are set out or referenced in Appendix 2 to this Statement.
4. The Authority and the Company shall maintain in confidence the information provided to it by the other for the purpose of the negotiations mentioned in paragraph 1 above. Information will not be disclosed to others without written authority of the owner.

To the best of the knowledge of each of us the foregoing is correct and there have been no material changes to the information set out in Appendix 2 to this Statement between the time of price agreement and the date of signature below.

Signed: .....

Signed: .....

Name: .....

Name: .....

Position: .....

Position: .....

Company: **AgustaWestland Limited**

**For the Secretary of State for Defence**

**Appendix 1 Total Price Breakdown in GBP**

s.43

**Appendix 2****Facts and Pricing Assumptions**

The prices detailed in Appendix 1 are conditioned to the following facts, assumptions and exclusions, which underpin the pricing agreement.

ID	Pricing Statement																		
1	<p>The hourly Rates in accordance with the CAAS published rates, escalated as agreed between Tim Park (AgustaWestland Limited) and Ann Huckle (DE&amp;S Head of Heli Commercial) Letter Reference UKGBU/BM/TJP/0024 dated 20<sup>th</sup> November 2014.</p> <table><tr><td></td><td>2014</td><td>2015</td><td>2016</td><td>2017</td><td>2018</td></tr><tr><td>T1 – Technical Labour Rate</td><td>s.43</td><td>s.43</td><td>s.43</td><td>s.43</td><td>s.43</td></tr><tr><td>T2 – Technical Publications Labour Rate</td><td>s.43</td><td>s.43</td><td>s.43</td><td>s.43</td><td>s.43</td></tr></table>		2014	2015	2016	2017	2018	T1 – Technical Labour Rate	s.43	s.43	s.43	s.43	s.43	T2 – Technical Publications Labour Rate	s.43	s.43	s.43	s.43	s.43
	2014	2015	2016	2017	2018														
T1 – Technical Labour Rate	s.43	s.43	s.43	s.43	s.43														
T2 – Technical Publications Labour Rate	s.43	s.43	s.43	s.43	s.43														
2	<p>The use of these pegged rates is without prejudice or commitment to the agreement of the estimated 2015 and 2016 rates, the actual rates, future rates or to other pricing proposals.</p> <p>This pegged price shall be adjusted only to fully reflect the final 2015 and 2016 estimated labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of the agreed rate.</p>																		
3	<p>The labour element of the pricing is pegged at a total value of s.43 exclusive of VAT and will be adjusted when firm hourly rates are agreed.</p>																		
4	<p>Travel and Subsistence element of the pricing is firm at a total value of s.43 exclusive of VAT. Profit if not applied to this cost.</p>																		
5	<p>Annex C Pricing is based on the above pegged rates and are subject to change in accordance with items 1&amp;2 above.</p>																		
6	<p>The Contractor will not provide any Translation or Interpretation Services, these services will be the responsibility of the Authority.</p>																		

**ANNEX H – CONTRACTORS COMMERCIALLY SENSITIVE INFORMATION FORM**

Contract Number: P2G/0451

Description of Contractors Commercially Sensitive Information:

All pricing information, together with applicable profit rates

Cross Reference(s) to location of sensitive information in Contract:

Schedule of Requirements, Annex B – Quarterly Payment Schedule, Annex C – Firm Hourly Rates for Ad-Hoc Tasking, Annex G – Contractors Pricing Statement

Explanation of Sensitivity:

Pricing data and company sensitive information

Details of potential harm resulting from disclosure:

Loss of potential future business and damage to competitive position in the market place

Period of Confidence (if applicable): Contract duration plus 10 years

Contact Details for Transparency / Freedom Of Information matters:

Name: s.40

Position: Head of Commercial – Merlin and Sea King

Address: AgustaWestland Limited, PO Box 78, Lysander Road, Yeovil, BA20 2YB

Telephone Number: s.40

Email Address: s.40



**Ministry of Defence**

**Design Rights and Patents (Sub-Contractor's Agreement)**

**Notes for Guidance**

1. This note has been devised as an aid to the completion of DEFFORM 177.
2. This top sheet is to be detached before inclusion of the Agreement in a Contract or before submission to a sub-contractor.
3. In a draft for typing it will normally only be necessary to give instructions as follows: (although, if the Typing Pool is not one which is dedicated to Contracts work under the "Glasgow System" it will be necessary to attach a copy of DEFFORM 177).

Use a DEFFORM 177 and insert:

- a.\* the date of the Agreement;
  - b.\* the sub-contractor's full name;
  - c.\* the sub-contractor's registered address;
  - d. paragraph 1 - the full name of the main Contractor;
  - e. paragraph 1 - the Contract number of the main contract;
  - f. paragraph 1 - the description of the equipment being designed and developed under the main contract as shown on the Schedule of the Contract;
  - g.\* First Schedule - List of items appropriate to the sub-contract in question (the sub-contractor may insert these himself if necessary);
  - h. Second Schedule - List of the relevant Intellectual Property Rights conditions applicable to the Contract (i.e. DEFCONs 14, 15, 15A, 90, 91 and 126 etc.).
4. It will also be necessary to amend the references to "design and development" should the subject Contract be a Feasibility Study, Project Definition etc.
  5. Similarly, as DEFFORM 177 is a drafting form, no references to the DEFFORM should appear in the Contract. This will require:
    - a. the deletion of the legend "DEFFORM 177 (Edn / )";
    - b. that any references required in the Contract should refer to "the Agreement in the form set out in Annex ..... to the Contract".
  6. Two copies of the DEFFORM should be signed by a responsible officer on behalf of the sub-contractor and both of these should be returned for signature by the MOD representative. One copy is for the sub-contractor to retain, and the other is for retention by the Contracts Branch.

\*N.B. This information will not necessarily be available at the drafting stage.

**Ministry of Defence**

**Design Rights and Patents**  
**(Sub-Contractor's Agreement)**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

BETWEEN

whose registered office is at

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

**WHEREAS:-**

1. The Secretary of State has placed with \_\_\_\_\_ (hereinafter called "the main contractor") a contract bearing the reference number \_\_\_\_\_ (hereinafter called "the main contract") for the design and development of \_\_\_\_\_ the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

**NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-**

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.

DEFFORM 177 (Edn 3/80)

2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of  
the Sub-Contractor

(in capacity of )

Signed on behalf of  
The Secretary of  
State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

---

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

To be  
inserted as  
appropriate

except that:

- (i) Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- (ii) Where "the Authority" is stated "the Secretary of State" shall be substituted.
- (iii) Where "Contract" is stated "sub-contract" shall be substituted.
- (iv) Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- (v) Where "sub-contract" is stated "further sub-contract" shall be substituted.

ANNEX J

Ministry of Defence

CONTRACT DATA REQUIREMENT

1. <u>ITT/Contract Number</u>  P2G/0451	2. <u>CDR Number</u>  001	3. <u>Data Category</u>  On-going Support	4. <u>Contract Delivery Date</u>  Bi-annually
5. <u>Equipment/Equipment Subsystem Description</u>  Technical Publications to support Gazelle		6. <u>General Description of Data Deliverable</u>  Technical Publications	
7. <u>Purpose for which data is required</u>  For the purpose of retention of records in accordance with DEFCON 21 to enable operation of the equipment		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 21  b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>  As agreed between DES P2G-GazEngAuth and the Contractor			
10. <u>Medium of Delivery</u>  In accordance with Annex A to the Contract		11. <u>Number of Copies</u>  In accordance with Annex A to the Contract	