**SCT3 (Edn: 04/15)**



Fast Air Support Team

Contract No: FAST/00098

For:

BBMF: RECONDITION & REPAIR OF GYPSY MAJOR MK8 ENGINES FOR CHIPMUNK AIRCRAFT AND SUPPLY OF COMPONENTS & POST DESIGN SERVICES

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| Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern IrelandTeam Name and address: **[REDACTED INFORMATION – PERSONEL]**E-mail Address: **[REDACTED INFORMATION – PERSONEL]**Telephone Number: **[REDACTED INFORMATION – PERSONEL]**Facsimile Number:       | And**[REDACTED INFORMATION – PERSONEL]**Contractor Name and address: **[REDACTED INFORMATION – PERSONEL]**E-mail Address: **[REDACTED INFORMATION – PERSONEL]**Telephone Number: **[REDACTED INFORMATION – PERSONEL]**Facsimile Number:       |

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**MOD Conditions for the Provision of Services:**

**Contract No: FAST/00098**

# A General Contract Provisions

## **Interpretation**

a. The defined terms in the Contract shall be as set out in Schedule 1.

b. Unless the context otherwise requires:

(1) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.

(2) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.

(3) The expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.

(4) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced or consolidated by any subsequent statute, enactment, order, regulation, or instrument.

(5) The heading to any Contract provision shall not affect the interpretation of that provision.

(6) Any decision, act or thing which the Authority is required or authorised to take or do under the Contractmay be taken or done only by the person (or their nominated deputy) authorised in Schedule 3 (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority*.*

(7) Unless excluded within the terms of the Contract or required by law, references to

submission of documents in writing shall include electronic submission.

## **Amendments to Contract**

a. All amendments to this Contract shall be serially numbered, in writing, issued only by the Authority’s Representative (Commercial), and agreed by both Parties.

b. Where the Authority or the Contractor wishes to introduce a change which is not Minor or which is likely to involve a change to the Contract Price, the provisions of Schedule 4 (Change Process) shall apply. The Contractor shall not carry out any work until any necessary change to the Contract Price has been agreed and a written amendment in accordance with clause A2.a above has been issued.

## **Variations to Specification**

a. The Authority’s Representative may, by Notice (following consultation with the Contractor as necessary), alter the Specification as from a date agreed by both Parties and to the extent specified by the Authority, provided that any such variations shall be limited to the extent that they do not alter the fit, form, function or characteristics of the Contractor Deliverables to be supplied under the Contract. The Contractor shall ensure that the Contractor Deliverables take account of any such variations. Such variations shall not require formal amendment of the Contract in accordance with the process set out in condition A2 (Amendments to Contract) and shall be implemented upon receipt, or at the date specified in the Authority’s Notice, unless otherwise specified.

b. Any variations that cause a change to:

(1) fit, form, function or characteristics of the Contractor Deliverables;

(2) the cost;

(3) Delivery Dates;

(4) the period required for the production or completion; or

(5) other work caused by the alteration,

shall be the subject to condition A2 (Amendments to Contract). Each amendment under condition A2 shall be classed as a formal change.

## **Precedence**

a. If there is any inconsistency between the different provisions of the Contract the inconsistency shall be resolved according to the following descending order of precedence:

(1) Sections A - H (and J - L, if sections J - L are included in this Contract) of the Conditions of the Contract shall be given equal precedence with Schedule 1 (Definitions of Contract) and Schedule 3 (Contract Data Sheet);

(2) Schedule 2 (Schedule of Requirements) and, where included, Schedule 7 (Acceptance Procedure);

(3) the remaining Schedules; and

(4) any other documents expressly referred to in the Contract.

b. If either Partybecomes aware of any inconsistency, within or between the documents referred to in clause A4.a such Party shall notify the other Party forthwith and the Parties will seek to resolve that inconsistency on the basis of the order of precedence set out in clause A4.a. Where the Parties fail to reach agreement, and if either Party considers the inconsistency to be material to its rights and obligations under the Contract, then the matter will be referred to the dispute resolution procedure in accordance with condition A21 (Dispute Resolution).

## **Severability**

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

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

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

## **Assignment of Contract**

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

## **Waiver**

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

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

## **Third Party Rights**

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

## **Governing Law**

1. Subject to clause A9.d, the Contract shall be considered as a contract made in England and subject to English Law.
2. Subject to clause A9.d and A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arsing out of or relating to the Contract or breach thereof.
3. Subject to clause A.9.d any dispute arising out of or in connection with the Contract shall be determined within the English jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under English jurisdiction.
4. If the Parties agree pursuant to the Contract that Scots Law should apply then the following amendments shall apply to the Contract:

(1) Clause A9.a, A9.b and A9.c shall be amended to read:

“a. The Contract shall be considered as a contract made in Scotland and subject to Scots Law.

b. Subject to clause A21 (Dispute Resolution) and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of Scotland to resolve, and the laws of Scotland to govern, any actions, proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

c. Any dispute arising out of or in connection with the Contract shall be determined within the Scottish jurisdiction and to the exclusion of all other jurisdictions save that other jurisdictions may apply solely for the purpose of giving effect to this clause A9 and for the enforcement of any judgment, order or award given under Scottish jurisdiction.”

(2) Clause A21.b shall be amended to read:

“In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland. For the avoidance of doubt, for the purpose of arbitration the tribunal shall have the power to make provisional awards pursuant to Rule 53 of the Scottish Arbitration Rules, as set out in Schedule 1 to the Arbitration (Scotland) Act 2010.”

1. Each Party warrants to each other that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it. Each Party also warrants that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge or encumbrance upon any of its properties or other assets.
2. Each Party agrees with each other Party that the provisions of this clause A9 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.
3. Where the Contractor’s place of business is not in England or Wales (or Scotland where the Parties agree pursuant to this Contract that Scots Law should apply), the Contractor irrevocably appoints the solicitors or other persons in England and Wales (or Scotland where the Parties agree pursuant to the Contract that Scots Law should apply) detailed in Schedule 3 (Contract Data Sheet) as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Contractor in connection with any litigation or arbitration within the English jurisdiction (or Scottish jurisdiction where the Parties agree pursuant to this Contract that Scots Law should apply) arising out of or relating to the Contract or any issue connected therewith.

## **Entire Agreement**

This Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes, and neither Party has relied upon, any prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misrepresentation.

## **Disclosure of Information**

a. Subject to clauses A11.d, A11.e, A11.h and A14 each Party:

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

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

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

(4) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.

b. The Contractor shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:

(1) is disclosed to its employees and Subcontractors, only to the extent necessary for the performance of the Contract; and

(2) is treated in confidence by them and not disclosed except with the prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any subcontract.

c. The Contractor shall ensure that its employees are aware of the Contractor’s arrangements for discharging the obligations at clauses A11.a and A11.b before receiving Information and shall take such steps as may be reasonably practical to enforce such arrangements.

d. Clauses A11.a and A11.b shall not apply to any Information to the extent that either Party:

(1) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;

(2) has the right to use or disclose the Information in accordance with other Conditions of the Contract; or

(3) can show:

(a) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;

(b) that the Information was already known to it (without restrictions on disclosure or use) prior to receiving the Information under or in connection with the Contract;

(c) that the Information was received without restriction on further disclosure from a third party which lawfully acquired the Information without any restriction on disclosure; or

(d) from its records that the same Information was derived independently of that received under or in connection with the Contract;

provided that the relationship to any other Information is not revealed.

e. Neither Party shall be in breach of this condition where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the Party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this condition.

f. The Authority may disclose the Information:

1. on a confidential basis to any central government body for any proper purpose of the Authority or of the relevant central government body, which shall include: disclosure to the Cabinet Office and / or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;
2. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
3. to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
4. on a confidential basis to a professional adviser, consultant or other person engaged by any of the entities defined in Schedule 1 (including benchmarking organisations) for any purpose relating to or connected with this Contract;
5. on a confidential basis for the purpose of the exercise of its rights under the Contract; or
6. on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this condition.

g. Before sharing any Information in accordance with sub-clause A11.f above, the Authority may redact the Information. Any decision to redact Information made by the Authority shall be final.

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

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

## **Publicity and Communications with the Media**

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

## **Protection of Personal Data**

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in the Data Protection Act 1998.

## **Transparency**

a. Subject to clause A14.b but notwithstanding condition A11, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with clause A14.a, the Authority shall redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and any Information which has been acknowledged by the Authority at Schedule 6 (Contractor’s Commercially Sensitive Information).

c. The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause A14.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this condition A14 shall affect the Contractor’s rights at law.

## **Equality**

a. The Contractor shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender (including re-assignment), sex or sexual orientation, marital status (including civil partnerships), pregnancy and maternity, race, or religion or belief.

b. Without prejudice to the generality of the obligation in clause A15.a, the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent Legislation in the country where the Contract is being performed.

c. The Contractor agrees to take reasonable efforts to secure the observance of the provisions of this condition A15 by any of its employees, agents, or other persons acting under its direction or Control who are engaged in the performance of the Contract.

d. The Contractor agrees to take reasonable efforts to reflect this condition A15 in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this condition A15 in their subcontracts that they enter into to satisfy the requirements of the Contract.

## **Child Labour and Employment Law**

a. In performing the Contract, the Contractor shall comply in all material respects with Child Labour Legislation and applicable employment legislation of those jurisdiction(s) where the Contract is being performed.

b. The Contractor agrees to use reasonable efforts to reflect this Condition in any subcontract that it enters into to satisfy the requirements of the Contract and to require its Subcontractors to reflect this Condition in their subcontracts that they enter into to satisfy the requirements of the Contract.

## **Subcontracting**

a. Subcontracting any part of the Contract shall not relieve the Contractor of any obligation, duty or liability attributable to the Contractor under the Contract.

b. The Contractor shall ensure, to the extent that they are applicable, that the Conditions of the Contract are reflected in any subcontracts for any part of the Contractor Deliverables.

c. In all circumstances the Contractor shall ensure that all subcontracts in relation to this Contract include:

(1) a requirement that either party to the subcontract may release to the Authority any of those parts of the subcontract documentation as are necessary to demonstrate the Contractor’s compliance with the provisions of the Contract and that any such release shall not amount to a breach of any provision of confidentiality contained within the subcontract; and

(2) a term which requires payment to be made to the Subcontractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the subcontract requirements.

d. Where the Contractor places any subcontract with a value of more than £50,000 in connection with this Contract, it shall ensure that it has the right to terminate that subcontract for convenience in the event that the Authority exercises its right to terminate this Contract under Condition A22 (Termination for Convenience), with twenty (20) Business Days notice (or such other notice period as the Authority shall give under this Contract).

e. When placing subcontracts, the Contractor is asked to give consideration, as far as possible, to placing work on a competitive basis with Subcontractors that are Supported Businesses. The Contractor can find details of Supported Businesses in the United Kingdom on the Supported Business Directory that is British Association for Supported Employment at Unit 4, 200 Bury Road, Tottington, Lancashire BL8 3DX (Telephone : 01204 880733) or <http://business.base-uk.org/procurement>.

f. The Contractor shall secure from any Subcontractor, the prompt notification to the Authority of the Information required by clause D1.a (Third Party Intellectual Property – Rights and Restrictions). On receipt of any such notification the Authority shall issue a written authorisation to the Subcontractor in accordance with clause D1.g. Any such authorisation shall always be subject to clauses D1.j, D1.k and D1.n as though the Subcontractor was the Contractor. If any claim or action relevant to such authorisation arises, it shall be promptly notified to the Authority. The Contractor is not authorised to enter into any substantive correspondence in such matter nor in any way to act on behalf of the Authority in any such claim or action. Any arrangement between the Contractor and Subcontractor to enable the Contractor to underwrite their indemnities to the Authority under this Condition is a matter between the Contractor and the Subcontractor.

g. Where the Contractor subcontracts work under the Contract, which is likely to be subject to foreign export control, the Contractor shall use reasonable endeavours to incorporate in each subcontract the terms set out in the relevant parts of SC3 Schedule “Export Licence”. Where it is not practicable to include the terms set out in SC3 Schedule “Export Licence”, the Contractor shall report that fact and the circumstances to the Authority.

## **Change of Control of Contractor**

a. The Contractor shall inform the Mergers & Acquisitions section, Supplier Relations Team, Poplar Level 1 # 2119, MOD Abbey Wood South, Bristol BS34 8JH as soon as practicable of any intended, planned or actual change of Control. The Contractor shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the change of Control of the Contractor in the UK or other jurisdictions. The Authority’s Representative shall consider the potential change of Control and advise the Contractor in writing of any concerns that the Authority may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Authority to comply with its statutory obligations or matters covered by the declarations made by the Contractor prior to Contract Award.

b. Each notice of change of Control shall be taken to apply to all contracts with the Authority.

 c. The Authority may, acting reasonably, terminate the Contract by giving written notice to the Contractor within six (6) months of the Authority being notified or becoming aware that the Contractor has undergone a change of Control where the Contractor has failed to address the Authority’s concerns to the Authority’s satisfaction in accordance with clause A18.a, or has failed to supply or withheld the Information required under clause A18.a.

d. If the Authority exercises its right to terminate in accordance with clause F1.a.(4) the Contractor shall be entitled to request the Authority to consider making a payment to represent any commitments, liabilities or expenditure which are reasonable and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract. Any request for payment under this clause A18.d must be fully supported by documentary evidence. The decision whether to make such a payment shall be at the Authority’s sole discretion.

## **Termination for Insolvency or Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written Notice to the Contractor at any time after any of the following events:

**Insolvency:**

a. where the Contractor is an individual:

(1) the application by the Contractor for an interim order pursuant to Section 252 of the Insolvency Act 1986 (the “IA 86”) or the court making an interim order pursuant to Section 253 of the IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor’s creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor’s creditors) or a moratorium on any of the Contractor’s indebtedness comes into force;

(3) a debt payment programme under the Debt Arrangement and Attachment (Scotland) Act 2002 (the “DAAS Act”) is approved in respect of a Contractor, an application is made by a Contractor to the Debt Arrangement Scheme (DAS) Administrator under the DAAS Act for approval of a debt payment programme or a Contractor gives written intimation to the DAS Administrator of their intention to make such an application;

(4) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(5) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it has failed to comply with or to set aside a statutory demand under section 268 of the Insolvency Act 1986 or section 7 of the Bankruptcy (Scotland) Act 1985 within twenty-one (21) Business Days of service of the statutory demand on it;

(b) an execution or other process to enforce a debt due under a judgment or order of the court has been returned unsatisfied in whole or in part;

(c) a charge for payment of a debt has been served on the Contractor and has not been satisfied, returned or avoided within fourteen (14) Business Days of service; or

(d) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(7) any analogous procedure or step is taken in any jurisdiction;

 b. where the Contractor is a firm:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court, in each case in respect of a moratorium on creditor action under schedule A1 of IA 86 in respect of the Contractor;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of the Contractor’s creditors (including, without limitation, an individual voluntary arrangement under IA 86 and a trust deed for the benefit of any of the Contractor’s creditors) or a moratorium on any of the Contractor’s indebtedness comes into force;

(3) any event listed in clause A19.a occurs in respect of any partner of the Contractor who is an individual in connection with a liability or debt of the Contractor;

(4) any event listed in clause A19.c occurs in respect of any partner of the Contractor which is a company or limited liability partnership registered in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(5) an event listed in clause A19.e in respect of any partner of the Contractor which is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland in connection with a liability or debt of the Contractor;

(6) any event listed in this clause A19.b occurs in respect of any partner of the Contractor which is itself a firm in connection with a liability or debt of the Contractor;

(7) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(8) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(9) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(10) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if:

(a) it is apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985; or

(b) it is unable to pay its debts in terms of section 221 of IA 86; or

(11) any analogous procedure or step is taken in any jurisdiction;

c. where the Contractor is a company or limited liability partnership registered in England and Wales or Scotland:

(1) the Contractor preparing and submitting documents to a nominee or filing or lodging documents in court in each case in respect of a moratorium on creditor action under schedule A1 of IA 86;

(2) any composition, compromise, assignment, assignation or arrangement is made with any of its creditors (including, without limitation, a company voluntary arrangement under IA 86) or a moratorium on any of the Contractors indebtedness comes into force;

(3) the presentation of a petition or other application for the appointment of any liquidator (whether provisional, interim or otherwise), administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets, unless it is withdrawn within three (3) Business Days from the date on which the Contractor is notified of it;

(4) the appointment of any liquidator (whether provisional, interim or otherwise) administrator, receiver, administrative receiver, compulsory manager, trustee (in sequestration or otherwise), insolvency official or other similar officer in respect of the Contractor or any of its assets;

(5) any resolution is passed or order made for the winding up, dissolution, administration or reorganisation of (or the institution of any other insolvency proceedings or procedure in relation to) the Contractor;

(6) where the Contractor is either unable to pay its debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay its debts if the Contractor is unable to pay its debts in terms of section 123 of IA 86; or

(7) any analogous procedure or step is taken in any jurisdiction;

d. where the Contractor is unable or admits inability to pay its debts as they fall due or is deemed to be or declared to be unable to pay its debts, suspends or threatens to suspend making payments or any of its debts or, by reason of actual or anticipated financial difficulties, or commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;

e. where the Contractor is a company or similar entity (including any incorporated entity) registered other than in England and Wales or Scotland, events occur or are carried out which, within the jurisdiction to which it is subject, are similar in nature or effect to those specified above;

**Corrupt Gifts**

f. where the Authority becomes aware that the Contractor, its employees, agents or any Subcontractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward:

(a) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or execution of this Contract or any other contract with the Crown; or

(b) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the Contract is made particulars of any such commission and of the conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

g. In exercising its rights or remedies to terminate the Contract under A19 f. the Authority shall:

1. act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
2. give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
	1. requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
	2. requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

h. Where the Contract has been terminated under clause A19 f. of this Condition, the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **Consequences of Termination**

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

## **Dispute Resolution**

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

b. In the event that the dispute or claim is not resolved pursuant to clause A21.a the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause A21.b shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

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

## **Termination for Convenience**

a. The Authority shall have the right at any time to terminate the Contract in whole or in part by giving the Contractor written Notice to expire at the end of the period specified in Schedule 3 (Contract Data Sheet) or if no such period is specified at the end of twenty (20) Business Days.

b. In the event that the Authority exercises its rights in accordance with clause A22.a, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which are reasonably and properly chargeable by the Contractor in connection with the Contract and which would otherwise represent an unavoidable loss by the Contractor by reason of termination of the Contract or the relevant part thereof.

c. The Authority’s total liability under clause A22.b shall be limited to the total price of the Contractor Deliverables payable under the Contract or the relevant part thereof, including any sums paid, due or becoming due to the Contractor at the date of termination.

## **Contractor’s Records**

The Contractor shall maintain all records in connection with the Contract (expressly or otherwise), and without prejudice to condition A11 (Disclosure of Information), make them available to be examined or copied, by or on behalf of the Authority, as the Authority may require. These records shall be retained for a period of at least six (6) years from:

(1) the end of the Contract term;

(2) termination of the Contract; or

(3) the final payment,

whichever occurs latest.

## **Duration of Contract**

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

## **Contractor’s Warranties**

a. The Contractor warrants and represents, that:

(1) it has the full capacity and authority to enter into, and to exercise its rights and perform its obligations under, the Contract;

(2) from the Effective Date of Contract and for so long as the Contract remains in force it shall give the Authority Notice of any litigation, arbitration (unless expressly prohibited from doing so in accordance with the terms of the arbitration), administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator or relevant authority against itself or a Subcontractor which would adversely affect the Contractor's ability to perform its obligations under the Contract;

(3) from the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;

(4) for so long as the Contract remains in force it shall give the Authority Notice of any proceedings or other steps that have been taken but not discharged (nor to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues.

# B The Contractor Deliverables

## **B1. Supply of Contractor Deliverables and Quality Assurance**

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

b. The Contractor shall:

(1) comply with any applicable quality assurance requirements specified in Schedule 3 (Contract Data Sheet) in providing the Contractor Deliverables;

(2) comply with all applicable Legislation; and

(3) discharge its obligations under the Contract with all due skill, care, diligence and operating practice by appropriately experienced, qualified and trained personnel.

c. The provisions of clause B1.b. shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any remedial services provided by the Contractor.

d. The Contractor shall:

(1) observe, and ensure that the Contractor’s Team observe, all health and safety rules and regulations and any other security requirements that apply at any of the Authority’s premises;

(2) notify the Authority as soon as it becomes aware of any health and safety hazards or issues which arise in relation to the Contractor Deliverables; and

(3) before the date on which the Contractor Deliverables are to start, obtain, and at all times maintain, all necessary licences and consents in relation to the Contractor Deliverables.

## **B2. Environmental Requirements**

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

## **B3. Disruption**

1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
2. The Contractor shall inform the Authority of any actual or potential industrial action which affects or might affect its ability at any time to perform its obligations under the Contract as soon as it becomes aware of the actual or potential industrial action and certainly no later than seven (7) Business Days before the action is due to take place, whether such action be by its own employees or others.
3. The Contract shall have robust contingency plans in place to ensure that, in the event of industrial action by the Contractor’s Team, provision of the Contractor Deliverables is maintained and such contingency plans shall be available for the Authority to inspect and / or comment on at any reasonable time and shall be updated and revised as necessary by the Contractor throughout the contract period.

# C Price

## **C1. Contract Price**

a. The Contractor shall provide the Contractor Deliverables to the Authorityat the Contract Price. The Contract Price shall be a Firm Price unless otherwise stated in Schedule 3 (Contract Data Sheet).

b. Subject to condition G2 the Contract Price shall be inclusive of any UK custom and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Contract Deliverables supplied which may be for shipment outside of the UK.

# D Intellectual Property

## **D1. Third Party Intellectual Property – Rights and Restrictions**

* 1. The Contractor shall promptly notify the Authority as soon as they become aware of:

(1) any invention or design the subject of patent or registered Design Rights (or application thereof) owned by a third party which appears to be relevant to the performance of the Contract or to use by the Authority of anything required to be done or delivered under the Contract;

(2) any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical Information) required for the purposes of the Contract or subsequent use by the Authority of anything Delivered under the Contract and, where appropriate, the notification shall include such Information as is required by Section 2 of the Defence Contracts Act 1958;

(3) any allegation of infringement of intellectual property rights made against the Contractor and which pertains to the performance of the Contract or subsequent use by the Authority of anything required to be done or delivered under the Contract.

Clause D1.a does not apply in respect of Contractor Deliverables normally available from the Contractor as a commercial off the shelf (COTS) item or service.

* 1. If the Information required under clause D1.a has been notified previously, the Contractor may meet its obligations by giving details of the previous notification.
	2. For COTS Contractor Deliverables patents and registered designs in the UK, in respect of any question arising (by way of an allegation made to the Authority or Contractor, or otherwise) that the manufacture or provision under the Contract of Contractor Deliverables normally available from the Contractor as a COTS item or service is an infringement of a UK patent or registered design not owned or controlled by the Contractor or the Authority, the Contractor shall, subject to the agreement of the third party owning such patent or registered design, be given exclusive conduct of any and all negotiations for the settlement of any claim or the conduct of any litigation arising out of such question. The Contractor shall indemnify the Authority, its officers, agents and employees against any liability and cost arising from such allegation. This clause shall not apply if:

(1) the Authority has made or makes an admission of any sort relevant to such question;

(2) the Authority has entered or enters into any discussions on such question with any third party without the prior written agreement of the Contractor;

(3) the Authority has entered or enters into negotiations in respect of any relevant claim for compensation in respect of Crown Use under Section 55 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1977;

(4) legal proceedings have been commenced against the Authority or the Contractor in respect of Crown Use, but only to the extent of such Crown Use that has been properly authorised.

d. The indemnity in clause D1.c does not extend to use by the Authority of anything supplied under the Contract where that use was not reasonably foreseeable at the time of the Contract.

e. In the event that the Authority has entered into negotiation in respect of a claim for compensation, or legal proceedings in respect of the Crown Use have commenced, the Authority shall forthwith authorise the Contractor for the purposes of performing the Contract (but not otherwise) to utilise a relevant invention or design in accordance with Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949 and to use any model, document or information relating to any such invention or design which may be required for that purpose.

f. For all other Contractor Deliverables patents and registered designs in the UK, if a relevant invention or design has been notified to the Authority by the Contractor prior to the Effective Date of the Contract, then unless it has been otherwise agreed, under the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised to utilise that invention or design, notwithstanding the fact that it is the subject of a UK Patent or UK Registered Design, for the purpose of performing the Contract.

g. If, under clause D.1a, a relevant invention or design is notified to the Authority by the Contractor after the Effective Date of Contract, then:

(1) if the owner (or its exclusive licensee) takes or threatens in writing to take any relevant action against the Contractor, the Authority shall issue to the Contractor a written authorisation in accordance with the provisions of Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949, and

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

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

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

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

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

(2) any obligation to make payments for intellectual property has not been promptly notified to the Authority under clause D1.a.

k. Where authorisation is given by the Authority under clause D1.e, D1.f or D1.g, to the extent permitted by Section 57 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Section 240 of the Copyright, Designs and Patents Act 1988, the Contractor shall also be:

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

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

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

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

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

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

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

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

(2) alleged misuse of any confidential Information, trade secret or the like by the Contractor as a result of use of information provided by the Authority for the purposes of the Contract, but only to the extent that Contractor’s use of that Information is for the purposes intended when it was disclosed by the Authority.

n. The general authorisation and indemnity is:

(1) Clauses D1.a – D.1.m represents the total liability of each Party to the other under the Contract in respect of any infringement or alleged infringement of patent or other Intellectual Property Right (IPR) owned by a third party;

(2) Neither Party shall be liable, one to the other, for any consequential loss or damage arising as a result, directly or indirectly, of a claim for infringement or alleged infringement of any patent or other IPR owned by a third party;

(3) A Party against whom a claim is made or action brought, shall promptly notify the other Party in writing if such claim or action appears to relate to an infringement which is the subject of an indemnity or authorisation given under this Condition by such other Party. The notification shall include particulars of the demands, damages and liabilities claimed or made of which the notifying Party has notice;

(4) The Party benefiting from the indemnity or authorisation shall allow the other Party, at its own expense, to conduct any negotiations for the settlement of the same, and any litigation that may arise therefrom and shall provide such information as the other Party may reasonably require;

(5) Following a notification under clause D1.n.(3), the Party notified shall advise the other Party in writing within thirty (30) Business Days whether or not it is assuming conduct of the negotiations or litigation. In that case the Party against whom a claim is made or action brought shall not make any statement which might be prejudicial to the settlement or defence of such a claim without the written consent of the other Party;

(6) The Party conducting negotiations for the settlement of a claim or any related litigation shall, if requested, keep the other Party fully informed of the conduct and progress of such negotiations.

o. If at any time a claim or allegation of infringement arises in respect of copyright, database right, Design Right or breach of confidence as a result of the provision of any Contractor Deliverable by the Contractor to the Authority, the Contractor may at its own expense replace the item with an item of equivalent functionality and performance so as to avoid infringement or breach. The Parties will co-operate with one another to mitigate any claim or damage which may arise from use of third party IPR.

p. Nothing in condition D1 shall be taken as an authorisation or promise of an authorisation under Section 240 of the Copyright, Designs and Patents Act 1988.

# E Facilities And Assets

## **E1. Access to Contractor’s Premises**

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

# F Delivery

## **F1. Authority’s Remedies for Breach of Contract**

a. If the Contractor:

(1) fails to provide the Contractor Deliverables (or any part thereof) by the relevant date specified in Schedule of Requirements and / or the Specification;

(2) provides Contractor Deliverables (or any part thereof) that are not in accordance with, or the Contractor fails to comply with, any terms of the Contract;

(3) supplies Contractor Deliverables that do not comply with clause B1.b;

(4) fails to address the Authority’s concerns to the Authority’s satisfaction in accordance with condition A18, or fails to supply or withholds the Information required under clause A18.a;

1. commits a persistent failure by failing to meet either:
	1. a single Key Performance Indicator (KPI) on [N/A] or more occasions in a rolling [N/A] month period; or
	2. [N/A] or more KPIs on a rolling [N/A] month period,

where this Contract includes Core+ condition “Key Performance Indicators and Performance Management"; or

1. otherwise commits a material breach of its obligations under the Contract,

the Authority shall have the right to exercise one or more of the following remedies:

1. where the Contractor commits a persistent failure in accordance with clause F1.a.(5) or where the breach is material in accordance with clause F1.a.(6), to terminate the Contract or the relevant part thereof, with immediate effect and without liability to the Authority, by giving written Notice to the Contractor;

(8) refuse to accept the provision of any further Contractor Deliverables by the Contractor and the Contractor shall refund to the Authority any sums paid in respect of the Contractor Deliverables that fail to comply with the terms of the Contract;

(9) give the Contractor the opportunity at the Contractor’s expense to carry out such remedial services as is necessary to correct the Contractor’s failure or otherwise to rectify the breach within the Authority-specified time limits;

(10) purchase substitute services from elsewhere;

(11) claim such damages as may have been sustained as a result of the Contractor’s breach or breaches of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

1. carrying out any work that may be required to make the Contractor Deliverables comply with the Contract; or
2. obtaining the Contractor Deliverables in substitution from another supplier.

b. In addition to the Authority’s rights in clause F1.a., if the Authority reasonably believes at any time before the Contract Implementation Date that the Contractor will not be able to achieve Full Service Provision by the Contract Implementation Date then the Authority shall be entitled to terminate the Contract in whole or in part with immediate effect and without liability by giving written Notice to the Contractor.

c. In the event that the Authority terminates the Contract in whole or in part pursuant to clause F1.a.(7) or F1.b. or for any other lawful reason, the Authority shall also have the right to require the Contractor to transfer any or all of the Assets to the Authority, wherever they are located, upon the payment of a sum representing the market value of those Assets which the Contractor has purchased but not recovered the cost of from the Authority.

d. This condition F1 shall also apply to any remedial services carried out by the Contractor in accordance with clause F1.a.(9).

e. The Authority’s rights and remedies under this condition F1 are in addition to its rights and remedies implied by statute and common law.

# G Payment And Receipts

## **G1. Payment**

a. Schedule 3 (Contract Data Sheet) specifies whether payment is to be enabled by P2P, by MOD Form 640, or by AG173. Payment may only be made using P2P where the Contractor has agreed a DEFFORM 30 with the Authority prior to the Effective Date of Contract and the DEFFORM 30 agreement is referenced in Schedule 3 (Contract Data Sheet).

b. Payment will be made by electronic transfer and prior to submitting any claims for payment under clause G1.e the Contractor shall provide to DBS Finance the name and address of the bank, the sort code and account number to which payment should be made and, if requested by DBS Finance, any further Information where payment is to be made outside of the UK.

c. In order to obtain approval for payment, the Contractor shall, upon completion of the Contract (or any part of the Contract for which the Contractor is entitled to payment):

(1) where payment is to be made using P2P, submit a properly completed DEFFORM 129J, in accordance with the instructions shown therein and in the explanatory notes;

(2) where payment is to be made using a MOD Form 640, submit the appropriate coloured copy of the MOD Form 640 to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet) and complete and dispatch the other appropriate coloured copies of the MOD Form 640 in accordance with the instructions shown therein; or

(3) where payment is to be made using an AG173, submit a properly completed AG173 (or AG210, as appropriate) to the Consignee or as otherwise directed in Schedule 3 (Contract Data Sheet).

d. Upon receipt of the AG173 (or AG210, as appropriate), the Authority shall:

(1) approve payment by entering the relevant details into P2P to indicate receipt of the applicable Contractor Deliverables, or completing and signing the AG173/AG210, and returning it to the Contractor; or

(2) notify the Contractor in writing, giving reasons why it considers approval of payment may be withheld.

e. The Contractor shall submit a claim for payment to DBS Finance by either:

(1) using a properly prepared message structure and format for invoice payment using P2P in accordance with the arrangements set out, or referenced in DEFFORM 30; or

(2) forwarding the completed AG173 / AG210 signed by the Authority, together with a properly completed DAB Form 10.

f. The Authority shall pay all valid, properly completed claims for payment submitted by the Contractor to DBS Finance in accordance with clause G1.e on or before the day which is thirty (30) days after the later of:

(1) the day upon which a valid request for approval of payment is received by the Authority in accordance with clause G1.c; and

(2) the date of completion of the part of the Contract to which the request for approval of payment relates.

g. Where using the AG173 (or AG210), the period of thirty (30) days referred to in clause G1.f shall be exclusive of the number of days that elapse between the date the Contractor receives a MOD Form 640 or AG173 (or AG210) from the Authority showing payment approval in accordance with clause G1.d and the date DBS Finance receives a valid, properly completed claim for payment in accordance with clause G1.e.

h. The approval of payment by the Authority under clause G1.d shall not be construed as acceptance by the Authority of the performance of the Contractor’s obligations nor as a waiver of its rights and remedies under condition F1 or otherwise.

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

## **G2. Value Added Tax**

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

b. If the Contractor is required by UK VAT law to be registered for UK VAT (or has registered voluntarily) in respect of its business activities at the time of any supply, the Contractor shall include separately in any claim for payment a sum equal to any VAT chargeable at the prevailing rate on the Contract Price claimed and the Authority shall pay it. In the event of any doubt about the applicability of the tax in such cases, the Authority may require the Contractor to obtain and pass to the Authority a formal ruling from HM Revenue and Customs (HMRC).

c. The Contractor is responsible for the determination of VAT liability. In cases of doubt, the Contractor shall consult HMRC and not the Authority’s Representative. The Contractor shall notify the Authority’s Representative (Commercial) of the Authority’s VAT liability under this Contract, when the liability is other than at the standard rate of VAT, and any changes to it.

d. Where the provision of any Contractor Deliverables comes within the scope of UK VAT, but the Contractor is not required by UK VAT law to be registered for UK VAT (and has not registered voluntarily), the Authority shall be responsible for assessing and paying over directly to HMRC any UK output VAT due in respect of the Contractor Deliverables.

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

## **G3. Debt Factoring**

a.Subject to the Contractor obtaining the prior written consent of the Authority in accordance with condition A6 (Assignment of Contract), the Contractor may assign to a third Party (“the Assignee”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under the Contract (including interest which the Authority incurred through late payment under the Late Payment of Commercial Debts (Interest) Act 1998 (‘the Act’)). Any assignment of the right to receive payment of the Contract Price (or any part thereof) under this condition G3 shall be subject to:

(1) reduction of any sums in respect of which the Authority exercises its right of recovery under clause G1.i;

(2) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and

(3) the Authority receiving notification under both clauses G3.b and G3.c.(2).

b. In the event that the Contractor obtains from the Authority the consent to assign the right to receive the Contract Price (or any part thereof) under clause G3.a, the Contractor shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.

c.    The Contractor shall ensure that the Assignee:

(1) is made aware of the Authority’s continuing rights under clauses G3.a.1 and G3.a.2; and

(2) notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment, subject to any reduction made by the Authority in accordance with sub-clauses G3.a.(1) and G3.a.(2).

d.      The provisions of condition G1 (Payment) shall continue to apply in all other respects after the assignment and shall not be amended without the prior approval of the Authority.

# H Contract Administration

## **H1. Progress Monitoring, Meetings and Reports**

a. The Contractor shall attend progress meetings at the frequency or times (if any) specified in Schedule 3 (Contract Data Sheet) and shall ensure that its Contractor’s Representatives are suitably qualified to attend such meetings.

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

(1) performance/Delivery of the Contractor Deliverables;

(2) risks and opportunities;

(3) any other information specified in Schedule 3 (Contract Data Sheet); and

(4) any other information reasonably requested by the Authority.

## **H2. Authority Representatives**

a. Any reference to the Authority in respect of:

(1) the giving of consent;

(2) the delivering of any Notices; or

(3) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority,

shall be deemed to be references to the Authority's Representatives in accordance with this condition H2.

b. The Authority’s Representatives detailed in Schedule 3 (Contract Data Sheet) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Contract. Unless notified in writing before such act or instruction, the Contractor shall be entitled to treat any act of theAuthority*’*s Representativeswhich is authorised by the Contract as being expressly authorised by the Authorityand the Contractorshall not be required to determine whether authority has in fact been given.

c.In the event of any change to the identity of the Authority’s Representatives, the Authority shall provide written confirmation to the Contractor, and shall update Schedule 3 (Contract Data Sheet) in accordance with condition A2 (Amendments to Contract).

## **H3. Notices**

a. A Notice served under the Contract shall be:

(1) in writing in the English Language;

(2) authenticated by signature or such other method as may be agreed between the Parties;

(3) sent for the attention of the other Party’s representative, and to the address set out in Schedule 3 (Contract Data Sheet);

(4) marked with the number of the Contract; and

(5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in Schedule 3 (Contract Data Sheet), by electronic mail.

b. Notices shall be deemed to have been received:

(1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;

(2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient’s time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient’s time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

# I. The project specific DEFCONS and DEFCON SC variants that apply to this Contract are:

* DEFCON 14 (Edn 11/05) - Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs
* DEFCON 15 (Edn 02/98) - Design Rights And Rights To Use Design Information
* DEFCON 16 (Edn 10/04) - Repair And Maintenance Information
* DEFCON 21 (Edn10/04) Retention Of Records
* DEFCON 23 (Edn08/09) (SC3) Special Jigs, Tools and test Equipment
* DEFCON 76 (Edn12/06) (SC3) Contractor’s Personnel at Government Establishments
* DEFCON 92 (Edn 08/90) Failure of Performance
* DEFCON 611 (Edn 07/10) (SC3) Issued Property
* DEFCON 624 (Edn 11/13) (SC) Use of Asbestos
* DEFCON 630 (Edn 03/15) (SC) Framework Agreements
* DEFCON 637 (Edn 08/99) (SC) Defect Investigation and Liability
* DEFCON 649 (Edn 07/99) (SC3) Vesting
* DEFCON 684 (Edn 01/04) Limitation Upon Claims In Respect of Aviation Products
* DEFCON 694 (Edn 02/12) (SC3) Accounting for Property of the Authority

# J. The special conditions that apply to this Contract are:

## **J1. Certificate of Conformity**

a. Where required in Schedule 3 (Contract Data Sheet) the Contractor shall provide a Certificate of Conformity (CofC) and any applicable Quality Plan. One copy of the CofC shall be sent to the Authority’s Representative (Commercial) upon Delivery, and one copy shall be provided to the Consignee upon Delivery.

b. The Contractor shall consider the CofC to be a record in accordance with condition A23 (Contractor’s Records).

c. The Information provided on the CofC shall include:

(1) Contractor’s name and address;

(2) Contractor unique CofC number;

(3) Contract number and where applicable Contract amendment number;

(4) details of any approved concessions;

(5) acquirer name and organisation;

(6) Delivery address;

(7) Contract Item Number from Annex A to Schedule 2 (Schedule of Requirements for Associated Goods);

(8) description of Contractor Deliverable, including part number, Specification and configuration status;

(9) identification marks, batch and serial numbers in accordance with the Specification;

(10) quantities;

(11) a signed and dated statement by the Contractor that the Contractor Deliverables comply with the requirements of the Contract and approved concessions.

 Exceptions or additions to the above are to be documented.

d. Where Annex any applicable Quality Plan requires demonstration of traceability and design provenance through the supply chain the Contractor shall include in any relevant subcontract the requirement for the Information called for at clause c. The Contractor shall ensure that this Information is available to the Authority through the supply chain, upon request in accordance with condition A23 (Contractor Records).

## **J2.** **Supply of Hazardous Material or Substance in Contractor Deliverables**

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the regulations set out in this condition. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed Information indicating that the package corresponds to the successfully designed type shall be marked on the Packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in Schedule 3 (Contract Data Sheet) (or if no such period is specified no later than one (1) month prior to the Delivery Date), the Contractor shall provide to the Authority’s Representatives in the manner and format prescribed in Schedule 3 (Contract Data Sheet) and Schedule 6:

(1) a completed Schedule 6 (Hazard Articles, Materials or Substances Supplied under the Contract: Data Requirements), confirming whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at clause d., which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets, if required under clause c., shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional Information required by the Health and Safety at Work etc Act 1974 and shall contain:

(1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and/or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof;

(2) where the Hazardous Contractor Deliverable is, contains or embodies a Radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope);

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed; and

(4) where the Hazardous Contractor Deliverables are ordnance, munitions or explosives, in addition to the requirements of CHIP and/or the CLP Regulation 1272/2008 and REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-85 Design Requirements for Weapons and Associated Systems.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with clause d. for four (4) years after the end of the Contract and shall make them available to the Authority’s Representatives on request.

f. Nothing in this Condition reduces or limits any statutory or legal obligation of the Authority or the Contractor.

## **J3. Rejection**

a. If any of the Contractor Deliverables Delivered to the Authority do not conform to the Specification or any other terms of this Contract, then (without limiting any other right or remedy that the Authority may have) the Authority may reject the Contractor Deliverables (in whole or in part). The Authority shall return these Contractor Deliverables to the Contractor at the Contractor’s risk and cost.

b. Rejection of any of the Contractor Deliverables under clause a. shall take place by the time limit for rejection specified in Schedule 3 (Contract Data Sheet), or if no such period is specified within 20 (twenty) Business Days.

## **J4. Delivery/Collection**

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

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

(1) contact the Authority’s Representative as detailed in Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree administrative arrangements for Delivery and provide any Information pertinent to Delivery requested;

(2) comply with any special instructions for arranging Delivery in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;

(4) be responsible for all costs of Delivery; and

(5) Deliver the Contractor Deliverables to the Consignee at the address stated in Schedule 2, (Schedule of Requirements for Associated Goods) by the Delivery Date between the hours agreed by the Parties;

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

(1) contact the Authority’s Representative (Transport) as detailed in box 10 of DEFFORM 111 at Annex A to Schedule 3 (Contract Data Sheet) in advance of the Delivery Date in order to agree specific arrangements for Collection and provide any Information pertinent to the Collection requested;

(2) comply with any special instructions for arranging Collection in Schedule 3 (Contract Data Sheet);

(3) ensure that each consignment of the Contractor Deliverables is accompanied by, (as specified in Schedule 3 (Contract Data Sheet)), a DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, the appropriate coloured copy of MOD Form 640, or a Delivery note;

(4) ensure that the Contractor Deliverables are available for Collection by the Authority from the Consignor (as specified in Schedule 3 (Contract Data Sheet) by the Delivery Date between the hours agreed by the Parties; and

(5) in the case of Overseas consignments, ensure that the Contractor Deliverables are accompanied by the necessary transit documentation. All Customs clearance shall be the responsibility of the Authority’s Representative (Transport).

d. Title and risk in the Contractor Deliverables shall only pass from the Contractor to the Authority:

(1) on the Delivery of the Contractor Deliverables by the Contractor to the Consignee in accordance with clause b; or

(2) on the Collection of the Contractor Deliverables from the Consignor by the Authority once they have been made available for Collection by the Contractor in accordance with clause c.

## **J5. Self to Self Delivery**

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

## **J6. Acceptance**

a. Acceptance of the Contractor Deliverables shall occur in accordance with any acceptance procedure specified in Schedule 7 (Acceptance Procedure). If no acceptance procedure is so specified acceptance shall occur when either:

1. the Authority does act in relation to the Contractor Deliverable which is inconsistent with the Contractor’s ownership; or
2. the time limit in which to reject the Contractor Deliverables defined in clause J5.b has elapsed.

## **J7. Packaging and Labelling (excluding Contractor Deliverables containing Munitions)**

a. The Contractor shall pack or have packed the Contractor Deliverables:

(1) to ensure that each Deliverable may be transported in an undamaged and serviceable condition.

b. The Contractor shall ensure that each package containing the Contractor Deliverables is labelled to include:

(1) the name and address of the Consignor and Consignee as specified in Schedule 3 (Contract Data Sheet) including:

1. the Delivery destination/address if not of the Consignee;
2. the transit destination/address (for aggregation/disaggregation, onward shipment etc.);

(2) the DEFFORM 129J in accordance with the instructions shown therein and in the explanatory notes, or the serial number of the MOD Form 640;

(3) the description and quantity of the Contractor Deliverables enclosed;

(4) the makers part, catalogue, serial or batch number as appropriate;

(5) the Contract number (call off order numbers if Framework or as appropriate);

(6) any statutory Hazard markings and any handling markings, including the mass of any package which exceeds 3kg;

(7) where applicable, any particulars which cannot be marked on each Contractor Deliverable in accordance with clause J2.b;

(8) the Primary Packaged Quantity (PPQ) (if Trade Packaging); and

(9) if Trade Packaging to be marked in blue “TRADE PACKAGE” or if Export Trade Packaging to be marked in black "EXPORT TRADE PACKAGING".

Where UK Military or NATO Packaging is required, labelling of the Contractor Deliverables shall be in accordance with DEF STAN 81-41 (Part 6) and clause b.

c. Bar code markings shall be applied to the external surface of each package and to each PPQ package within. The minimum information shall include; the full 13 digit NSN, Denomination of Quantity (D of Q) see DEFFORM 96, actual quantity in package, Serial Number and/or batch number, if applicable. The bar code symbology used shall meet the requirements of STANAG 4329. Code 39 shall be the default symbology for the Packaging marking application. Requirements for positioning bar codes are defined in DEF STAN 81-41 (Part 6).

d. Where the Contractor Deliverables are, or contain Dangerous Goods within the meaning of the regulations set out in clauses J3.a and J3.b, the Packaging level is always Trade or Export Trade Packaging not Military Level as noted in DEF STAN 81-41 (All Parts).

e. Where there is requirement to design UK Military or NATO level Packaging, the work shall be undertaken by a company which is registered and certified to Military Packaging Accreditation Scheme (MPAS), (ISO 9001 based), or which is able to demonstrate that its quality systems and Military package design expertise are of an equivalent standard. Military Level Packages shall be designed to comply with the relevant requirements of DEF STAN 81-41; testing to DEF STAN 81-41 (Part 3) or DEF STAN 00-35. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-41 (Part 4).

f. New designs shall not be made where there is an existing SPIS or one that may be easily modified to be in accordance with the contract requirements, (see clause f.). Application should be made to the Project Team (PT) or other access point for a search to establish the SPIS status using DEFFORM 129a (Application for Packaging Designs and Authorisation for Package Design Work); media format as per clause j.

g. Where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design.

h. SPIS designs are maintained on a central Master Packaging Database (MPD), the SPIS Index (SPIN), held on the MOD design repository or other authorised secure servers, for monitoring by the MOD and review by MPAS certified contractors and the MOD.

i. All SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format which shall be Adobe "PDF" compatible with Adobe Acrobat version 5. Any other format shall be agreed between the Packaging Design Authority (PDA) and MOD and must be compatible with access to SPIN.

j. Production of Military Level Packaging; where it is necessary to use a SPIS design the Packaging manufacturer should also be a registered contractor as stated in clause g. The manufacturer is responsible for confirming that the design is suitable.

k Minor alterations/updates and similar to existing designs may be carried out by MPAS Certificated designers, all major/significant changes and new designs need to be authorised by the Authority’s Representative (Project Manager) (unless that power is delegated to a Prime or MPAS Registered company).

l. Intellectual Property Rights (IPR); the MOD shall retain the rights to the SPIS designs or to copy or use any information relating to them, if otherwise specified.

m. Where applicable one of the following procedures for the production of new or modified SPIS designs shall be applied:

(1) If the Contractor is the PDA, they shall:

(a) on receipt of instructions received from the Authority’s Representative, (Project Manager), prepare the required package design in accordance with DEF STAN 81- 41;

(b) where the Contractor is certified they shall, on completion of any design work, provide the Authority’s Representative (Project Manager) with the following documents electronically:

(i) a list of all SPIS which have been prepared or revised against the Contract; and

(ii) a copy of all new / revised SPIS, complete with all continuation sheets and associated drawings, where applicable, to be uploaded onto SPIN.

 (c) where the PDA is not a certified organisation, they shall obtain approval for their design from a certified organisation before proceeding, then continue with sub-clause n.(1)(b) of this condition.

(2) Where the Packaging contractor is not the PDA and is un-certified, they shall not produce, modify, or update etc SPIS Designs. They shall obtain current SPIS design(s) from SPIN or a certified organisation before proceeding with manufacture of Packaging. To allow designs to be provided in ample time, they shall apply for SPIS information as soon as practicable after receipt of Contract or order.

 (3) Where the Contractor is un-certified and has been given authority to produce, modify, and update SPIS Designs by contract, they shall obtain approval for their design from a certified organisation before proceeding, then continue with sub-clause n (1)(b) of this condition.

 (4) Where the Contractor is not a PDA but is certified; follow sub-clauses n (1)(a) and (b) of this condition.

The Contractor shall note that all documents supplied as SPIS designs shall be considered as Contract Data Requirement.

n. The Contractor shall comply with the requirements for the design of Military Packaging as follows:

* + 1. Where there is a requirement to design UK Military or NATO Level Packaging, the work shall be undertaken by a certified organisation, or one that although non-certified is able to demonstrate that its Quality Systems and Military Package Design expertise are of an equivalent standard.

 The certification scheme (MPAS) detail is available from:

DES IMOC SCP Packaging

MOD Abbey Wood

Bristol, BS34 8JH

Tel. +44(0)30679-35353

DESIMOCSCP-Pkg@mod.uk

* + 1. Military Level packages shall be designed to comply with the relevant requirements of DEF STAN 81-41, testing to DEF STAN 81-41 (Part 3) or DEF STAN 00-35. Packaging designs shall be prepared on a Services Packaging Instruction Sheet (SPIS), in accordance with DEF STAN 81-41 (Part 4);
		2. all Packaging contractors on receipt of a requirement shall search SPIN or apply for a search of SPIN to establish the SPIS status (using DEFFORM 129a ‘Application for Packaging Designs or their Status’, media format as per clause g.);
		3. new designs shall not be made where there is an existing usable SPIS, or one that may be easily modified;
		4. where there is a usable Standard Family Specification (SFS), it shall be used in place of a SPIS design unless otherwise stated in this Contract. When an SFS is used or replaces a SPIS design, the Contractor shall upload this information as with SPIS, see clause f;
		5. all SPIS, new or modified (and associated documentation) shall on completion be provided for uploading on to SPIN in the agreed electronic format;
		6. the default electronic media format of a SPIS shall be Adobe "PDF" compatible with SPIN requirements;
		7. manufacture of Military Level Packaging; where it is necessary to use a SPIS design then the packaging manufacturer should also be a certified contractor as per clause a. The Packaging manufacturer is responsible for confirming that the design is suitable.

o. The Authority shall retain all Intellectual Property Rights (IPR) relating to the designs unless otherwise agreed in writing.

p. If special jigs, tooling etc., are required for the production of Military Packaging, the Contractor shall obtain written approval from the Authority’s Representative (Commercial) before providing them.

## **J8. Copyright**

1. This Condition shall apply to all copyright works generated under the Contract, or delivered to the Authority under the provisions of the Contract, except that it shall not apply to copyright works consisting of technical data and software where such rights are granted elsewhere in the Contract.
2. The Contractor shall use all reasonable endeavours to ensure that copyright in any work generated under the Contract shall be the property of and vest in the Contractor, subject to the rights of third parties in pre-existing works.
3. The Contractor agrees not to publish any copyright work generated under the Contract without the consent in writing of the Authority. The Authority will not normally raise objection to publication unless delay or limited publication only is considered necessary in the national interest. The Authority will review, upon request by the Contractor, any such restriction on publication.
4. The Authority shall have, in respect of any copyright work to which this Condition applies, a free licence:
5. to copy the work and to circulate and use the work or any copy thereof within any United Kingdom Government Department (which term includes the United Kingdom Armed Forces) provided that no part of the work nor any copy thereof shall, except with the prior written permission of the Contractor or pursuant to clauses b., c. or d. of this condition, be made available to any third party;
6. to issue the work or any part of the work or any copy of the work or any part thereof to any contractor or agent for the purpose of use only in connection with a contract for the United Kingdom Government for the study, management, evaluation, and/or assessment of the work, provided that any such contractor or agent shall be placed under an obligation which restricts disclosure and use of such work to the said purpose;
7. to issue the work or any part of the work or any copy of the work or any part thereof to the government of a nation who is a member of the EU or NATO or bodies forming part of said groupings, to the Governments of Australia, New Zealand and Japan or such other government(s) of nation(s) prescribed in the Contract, for information only, in pursuance of information exchange arrangements for defence purposes, provided that the recipient government is placed under an obligation not to use such work for other than information purposes or disclose it to a third party;
8. to issue the work or any part of the work or any copy of the work or any part thereof to another supplier or potential supplier to the United Kingdom Government for the purpose of use only under a contract, or tendering for a proposed contract, for a United Kingdom Government purpose, provided that the supplier or potential supplier is placed under an obligation which restricts disclosure and use of such work to the said purposes.

Provided that, subject to any pre-existing rights of the Authority, clauses c. and d. shall only apply to the work or any part of the work or any copy of the work or any part thereof if such work or part thereof is generated under the Contract. Clauses c. and d. shall apply to all works or part thereof unless otherwise marked by the Contractor in accordance with clause f. below.

1. As soon as it becomes aware that any copyright work or part thereof Delivered or proposed to be Delivered is a work subject to special conditions or any third party rights known to the Contractor, or is a work or part thereof not generated under the Contract, the Contractor shall inform the Authority and upon Delivery shall appropriately mark such work or part thereof to identify the same and indicate the relevant conditions or rights.
2. The Contractor may mark or include in any copyright work to which this Condition applies a copyright notice provided that such copyright notice acknowledges the Authority's rights under this Condition. Any such notice shall be perpetuated in any copies of such work made by the Authority or any other United Kingdom Government Department or its agents or contractors.
3. This Condition shall constitute an "agreement to the contrary" for the purposes of Section 48 of the Copyright, Design and Patents Act 1988.
4. In this Condition "copyright work" shall be understood to include any works, data or other materials in which a database right subsists.

**J9. Authorisation and Control of Work**

 a. All work required to be undertaken against the Contract shall be Authorised and controlled in accordance with the procedures detailed in Schedule 5 (*Statement of Requirement*).

 b. In order to facilitate P2P payment, all work shall be authorised in advance by the Project Manager using an electronic Task Authorisation Form (TAF) detailed at Schedule 12 (*TAF*).

c. All TAFs issued shall bear a unique Serial Number that will include a task Category A, B or C. The Category shall relate to the specific activity of a TAF:

A - Initial Investigation

B – Modification

C – Embodiment

Within each TAF, the Contractor shall include proposed start and completion of work dates, or duration, together with a Firm Price for the work.

d. The Contractor's quotation shall include within the TAF a breakdown of the quoted price, containing as a minimum the following information (where applicable):

* **Labour** - Claimed Number of Hours x Hourly Rate (inclusive of Overheads and Profit (See Annex B to Schedule 2)
* **Materials (including Sub-Contracts)** – Claimed costs
* **Travel and Subsistence** – Claimed costs stated at Annex B to Schedule 2

 e. The TAF is then to be forwarded to the Project Manager for approval at Part 2. Signature by the Commercial Manager at Part 3 shall constitute a Firm Price agreement. The Contractor undertakes to provide, on request, such information as will support his quotation. No work shall be undertaken until the TAF has been fully authorised by the Authority.

 f. Where a task is too complex to provide a realistic quotation at the outset, the Project Manager may, at his discretion, authorise on the TAF an initial number of man-hours to define the task. The definition shall be submitted on a new TAF which shall include a quotation for labour hours, materials, bought-out parts and sub-contract work required to complete the task and an estimated completion date.

 g. In the event that, following authorisation, tasks require amendment, the relevant TAF shall be cancelled by the Project Manager, following agreement by the Contractor and a new TAF issued.

h. Any work carried out by the Contractor which has not been authorised in this manner shall be deemed to have been conducted outside the scope of this Contract and consequently **entirely at his own risk**. If the Contractor is requested to carry out work beyond that which has been properly authorised he shall refer the matter immediately to the Commercial Manager.

Schedule 1 - Definitions of Contract

**Core Definitions**

**AG173** means the MOD invoice form AG173 that suppliers submit as an invoice to enable payment to be processed;

**AG210** means the MOD invoice form AG210 that suppliers submit as an invoice to enable a stage or milestone payment to be processed;

**Assets** means items / materials which the Contractor has acquired for the purposes of performing their obligations under the Contract;

**Authority** means the Secretary of State for Defence acting on behalf of the Crown;

**Authority’sRepresentative(s)**shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of clause H2.b;

**Business Day** means any day excluding:

1. Saturdays, Sundays and public and statutory holidays in the jurisdiction of either Party;
2. privilege days notified in writing by the Authority to the Contractor at least ten (10) Business Days in advance; and
3. such periods of holiday closure of the Contractor’s premises of which the Authority is given written Notice by the Contractor at least ten (10) Business Days in advance;

**Central Government Body** a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
3. Non-Ministerial Department; or Executive Agency.

**Child Labour Legislation** means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract.

**Conditions** means the terms and conditions set out in this document;

**Consignee** means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverablesare to be supplied;

**Contract** means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition A2 (Amendments);

**Contract Implementation Date** means the day upon which the Contractor is fully responsible for the provision of all of the Contractor Deliverables required;

**Contract Price** means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of packaging and exclusive of any applicable VAT) by the Authority to the Contractor,for the full and proper performance by the Contractor of its obligations under the Contract;

**Contractor** means the person who, by the Contract, undertakes to provide the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;

**Contractor Commercially** means the Information listed in the completed Schedule 6 -

**Sensitive Information** Contractor’s Commercially Sensitive Information Form, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the services and, where appropriate the documents, which the Contractor is required to provide under the Contract in accordance with the Schedule of Requirements and the Specification;

**Contractor’s Representative** means a person or persons employed by the Contractor in connection with the provision of the Contractor Deliverables and in connection with this Contract;

**Contractor’s Team** means all employees, consultants, agents and Subcontractors which the Contractor engages in relation to the Contract;

**Control** means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:

a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or

1. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor;

and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;

**Crown Use** in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;

**DABForm10** means the MOD invoice summary form;

**DBS Finance** means Defence Business Services Finance, at the address stated at Annex A to Schedule 3 (Contract Data Sheet);

**DEFFORM** means the MOD DEFFORM series which can be found at <https://www.gov.uk/acquisition-operating-framework>;

**DEF STAN** means Defence Standards which can be accessed at https://[www.dstan.mod.uk](http://www.dstan.mod.uk);

**Deliver** means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with SC3 Condition “Delivery / Collection” and Delivered and Delivery shall be construed accordingly;

**DeliveryDate** means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;

**Design Right(s)** has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

**EffectiveDate of Contract** means the date specified on the Authority’s acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;

**Firm Price** means a price (Excl. VAT) which is not subject to variation;

**Full Service Provision** means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;

**Information** means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;

**Key Performance Indicators** means the agreed method of monitoring and measuring the Contractor’s performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition “Key Performance Indicators and Performance Management”;

**Legislation** means in relation to the United Kingdom:

a. any Act of Parliament;

b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978;

c. any exercise of the Royal Prerogative; or

d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;

**Minor Change** means any change that does not significantly/materially affect the nature of the Contractor Deliverables;

**MODForm640** means the MOD form in 5 separate parts which may be obtained from the address specified for obtaining MOD forms and documentation in Schedule 3 (Contract Data Sheet);

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

**P2P** means the MOD electronic ordering, receipting and payment system;

**Parties** means the Contractor and the Authority, and Party shall be construed accordingly;

**Schedule of Requirements** means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;

**Specification** means Schedule 5 (Specification) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;

**Subcontractor** means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);

### **Supported Businesses** means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;

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

**Appendix A to Schedule 1 – Core+ Definitions of Contract**

**Core+ Definitions**

**Articles** means the Contractor Deliverables (goods and / or the services), including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. **(This definition only applies to Core Plus Schedule “Hazardous Articles, Materials or Substances supplied under the Contract” and any DEFCONs if either are included in this Contract)**;

**Collect** means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause J14.c and Collected and Collection shall be construed accordingly;

**Consignor** means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;

**CPET**  means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy

**Denomination of Quantity** means the quantity or measure by which an item of material is

**(D of Q)** managed;

**Diversion Order** means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);

**Employee** shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given. **(This definition only applies to the narrative condition “Security Measures”)**;

**Evidence** means either:

1. an invoice or delivery note from the timber supplier or subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
2. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET;

**FLEGT** means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;

**Hazardous Contractor** means a Contractor Deliverable or a component of a Contractor

**Deliverable** Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

**Independent Verification** means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “BS EN ISO / IEC 17065: 2012 Conformity assessment - Requirements for bodies certifying products, processes and services”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;

**Legal and Sustainable** means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the contract documents are issued by the Authority shall apply;

**Military Level Packaging** Packaging that by the nature of the packaged items nature, or envisaged transport / movement or handling within the military supply chain and requires enhanced protection beyond that which commercial Packaging normally provides;

**Military Packaging** is a MOD sponsored scheme to accredit military packaging

**Accreditation Scheme** designers capable of producing SPIS designs acceptable

**(MPAS)** to the MOD by meeting its requirements and thereby assure good Military Level Packaging. MPAS supersedes MPCAS/DR14. MPAS detail is available from DESJSCSCM-EngTLS-Pkg@mod.uk;

**MPAS Registered Organisation** is a packaging organisation having one or more MPAS Certificated Designers capable of Military level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

**MPAS Certificated Designer** shall mean an experienced Packaging Designer trained and certified to MPAS requirements;

**NATO** means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

**Overseas** shall mean non UK or Foreign

**Packaging** Verb. The operations involved in the preparation of materiel for: transportation, handling, storage and Delivery to the user;

 Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;

**Packaging Design Authority** shall mean the organisation that is responsible for the original

**(PDA)** design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3. The PDA should be MPAS registered or accepted as having an equivalent certification;

**Primary Packaging Quantity** means the quantity of an item of material to be contained in an

**(PPQ)** individual package, which has been selected as being the most suitable for issue(s) to the ultimate user;

**Secret Matter** means any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter. **(This definition only applies to the narrative condition “Security Measures”)**;

**Short-Rotation Coppice** means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;

**STANAG 4329** means the publication NATO Standard Bar Code Symbologies which can be sourced from Information at [www.dstan.mod.uk/faqs.html](http://www.dstan.mod.uk/faqs.html);

Schedule 2 - Schedule of Requirements for Services for Contract No: FAST/00098

|  |  |  |
| --- | --- | --- |
| **Item Number** | **Contractor Deliverables** | **Firm Price £ (ex-VAT)** |
| 1 | Scheduled Maintenance/Recondition and/or repair of Gypsy Major engines (spares & transport inclusive) | As detailed at Annex A to Schedule 2 (Equipment list and Firm Prices) |
| 2 | Scheduled Maintenance/Reconditioning and/or repair of associated Gypsy major engine components (spares & transport inclusive) | As detailed at Annex A to Schedule 2 (Equipment list and Firm Prices) |
| 3 | Repair plus any Additional Tasking arising (and to include Fault Investigation, Modification and ad hoc tasking of a technical nature) from Schedule 5 (Statement of Requirement) and Clause J9 (Control and Authorisation of Work) of this contract. | To be priced in accordance with Clause J9 (Control and Authorisation of Work) and Annex b to Schedule 2 (rates) |
| 4 | Preparation and attendance at Annual Structural Integrity Working group (SIWG) | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 5 | DEFFORM 315 data in accordance with DEFCON 15, 16, and 21 as applicable. Schedule 9 refers. | CFS Aeroproducts Ltd confirms its capability & approval to the requirements of the noted DEFCON variants |

Annex A to Schedule 2 – Equipment list and Firm Prices for Contract No: FAST/00098

**GIPSY MAJOR ENGINES**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 1 | Scheduled Maintenance/Recondition of Gipsy Major Engines  | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 2 | Repair of Gipsy Major Engines | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**CARBURETTORS**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 3 | Scheduled Maintenance/Recondition of Carburettors | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 4 | Repair of Carburettors | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**MAGNETO**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 5 | Scheduled Maintenance/Recondition of Magneto | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 6 | Repair of Magneto | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**ROTAX STARTER**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 7 | Scheduled Maintenance/Recondition of Rotax Starter | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 8 | Repair of Rotax Starter | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**CYLINDER**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 9 | Scheduled Maintenance/Recondition of Cylinder  | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 10 | Repair of Cylinder  | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**CYLINDER HEAD**

|  |  |  |
| --- | --- | --- |
|  |  | **FIRM PRICE (£) VAT ex** |
| 11 | Scheduled Maintenance/Recondition of Cylinder Head  | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| 12 | Repair of Cylinder Head  | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

Annex B to Schedule 2 for Contract No: FAST/00098

LABOUR RATES

The following rates shall be used for compilation of quotations and agreeing prices for Tasks raised against Item 3 of the Schedule of Requirements in accordance with Clause J9 (*Authorisation and Control of Work*) of this Contract. The rate to be used in calculation of quotations and agreement of prices shall be the date of signature at Part 1 of the TAF was raised.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **LABOUR RATES****(Including Profit & Overheads)** | **08 September 2015 to** **07 September 2016** | **08 September 2016 to** **07 September 2017** | **08 September 2017 to** **07 September 2018** | **08 September 2018 to** **07 September 2019** | **08 September 2019 to** **07 September 2020** |
| **Engineering –** Scheduled maintenance/recondition & repair of the Gypsy Major Engine | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Engineering –** Scheduled maintenance/recondition & repair of the associated components | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Supervision** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Production** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Profit** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Purchasing Levy** (applies to bought out finished spares only, which requires the Company to purchase spares) | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Material Handling** (applies to raw materials only, which requires physical handling of raw materials & applied to prime material cost only) | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |
| **Preparation/Attendance at the annual SIWG** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**SUBSISTENCE RATE**

(See Schedule of Requirements and Clause J9 (*Authorisation and Control of Work*))

|  |  |
| --- | --- |
|  **HOTEL ALLOWANCE** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] |

**TRAVEL RATES**

(See Schedule of Requirements and Clause J9 (*Authorisation and Control of Work*))

|  |  |  |  |
| --- | --- | --- | --- |
|  | **CAR** | **MOTORCYCLE** | **AIR / RAIL** |
| **ALLOWANCE** | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | [REDACTED INFORMATION - COMMERCIALLY SENSITIVE] | Actual (Copy of receipt required) |

Schedule 3 - Contract Data Sheet for Contract No: FAST/00098

|  |  |
| --- | --- |
| **Condition A9 Governing Law**  | Contract to be governed and construed in accordance with: (one must be chosen) English Law [x]  Scots Law [ ]  clause A9.d shall applySolicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause A9.g (if applicable) are as follows: |
| **Condition A22 Termination for Convenience** | The Notice period for terminating the Contract shall be 20 Business Days. |
| **Condition A24 Contract Period** | The Contract expiry date shall be: Year 1 from 08/09/2015 – 07/09/2016 Year 2 from 08/09/2016 – 07/09/2017 Year 3 from 08/09/2017 – 07/09/2018Year 4 from 08/09/2018 – 07/09/2019 Year 5 from 08/09/2019 – 07/09/2020  |
| **Clause B1.b.(1) Contractor’s Obligations – Quality Assurance** | Is a Deliverable Quality Plan required for this Contract? Yes [ ] No [x] If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within       Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.**Other Quality Assurance Requirements:*** AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production.
* Defence Standard 00-56 Part 1 - Safety Management Requirements for Defence Systems.
* Defence Standard 05-10 (Parts 1 and 2) - Product Definition Information.
* Defence Standard 05-57 - Configuration Management of Defence Materiel.
* Defence Standard 05-61 (Part 1) - Quality Assurance Procedural Requirements: (Concessions).
* Defence Standard 05-99 - Managing Government Furnished Assets in Industry.
* Defence Standard 05-135 - Avoidance of Counterfeit Materiel.
* AvP 70 Specifications for Air Technical Publications and/or JSP(D) 543 - Defence Technical Documentation - Guidance.
 |
| **Condition C1 Contract Price (Excl. Vat)** | All Schedule 2 line items shall be Firm Price other than those stated below:Line Item N/A Clause N/A refers |
| **Clause G1.a Payment** | DEFFORM 30 Agreement refers (if applicable)Reference:      Date: 30 October 2009  |
| **Clause G1.c.(2) and G1.c.(3) Payment** (for Schedule 2 items) | Payment is to be enabled by: Line Items 1-5  Line Items       Line Items       (Address to which MOD Form 640 or AG173/AG210 (approval for payment) should be sent if different from Consignee): |
| **Clause H1.a Progress Monitoring** | The Contractor shall be required to attend the following meetings:Type: N/A Frequency: N/ALocation: N/A |
| **Clause H1.b Progress Reports** | The Contractor is required to submit the following Reports:Type: N/AFrequency: N/AContent: N/A (to include but not be limited to: costs incurred to date against work undertaken)Method of Delivery: N/ADelivery Address: N/A  |
| **Clause H2.b Authority’s Representatives** | The Authority’s Representatives for the Contract are as follows:Commercial: [REDCATED INFORMATION – PERSONEL]Project Manager: : [REDCATED INFORMATION – PERSONEL]Payment: : [REDCATED INFORMATION – PERSONEL] |
| **Clause H3.a.(3) Notices** | Notices served under the Contract shall be sent to the following address:Authority:: [REDCATED INFORMATION – PERSONEL]Email: : [REDCATED INFORMATION – PERSONEL]Phone: :  : [REDCATED INFORMATION – PERSONEL]Contractor:  |
| **Clause H3.a.(5) Notices** | Notices served under the Contract can be transmitted by electronic mail:Yes [x] No [ ]  |

|  |  |
| --- | --- |
| **Condition J1 Certificate of Conformity (Core+ Only)** | Is a Certificate of Conformity Required for this Contract? Yes [x] No [ ] Line Items: 1 & 2 If Yes does the Contractor Deliverables require Traceability throughout the supply chain?Yes [x] No [ ] Line Items: 1 & 2  |
| **Condition J2 Marking of Contractor Deliverables (Core+ Only)** | Special Marking requirements:N/A |
| **Condition J3 Supply of Data for Hazardous Contractor Deliverables, Materials and Substances (Core+ Only)** | A completed Schedule 6 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:a) The Authority’s Representative (Commercial)1. b) DSEA-Land-MovTpt-DGHSIS@mod.uk

or if only a hardcopy is available to:a) The Authority’s Representative (Commercial)b) Hazardous Stores Information System (HSIS)Defence Safety and Environment Authority (DSEA)Movement Transport Safety Regulator (MTSR)Hazel Building Level 1, #H019MOD Abbey Wood (North)Bristol, BS34 8QWDSEA-DLSR-MovTpt-DG HSIS (MULTIUSER)to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable. |
| **Clause J4.i Timber and Wood-Derived Products (Core+ Only)** | A completed Schedule N/A (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements), is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:The Authority’s Representative (Commercial)or, if only a hardcopy is available to:The Authority’s Representative (Commercial)to be Delivered by the following date:  |

|  |  |
| --- | --- |
| **Clause J5.b Rejection (Core+ Only)****(Note: If no period is inserted here the time period shall be 20 Business days)** | Time limit for rejection of the Contractor Deliverables shall be 20 Business Days.  |
| **Clause J6.a Delivery** (for Schedule 2 items) **(Core+ Only)** | The transport requirements shown below are applicable:Line Items 1, 2, 3 To be Delivered by the Contractor (See box J6.b)Line Items N/A To be Collected by the Authority (See box J6.c) |
| **Clause J6.b Delivery by the Contractor** (for Schedule 2 items) **(Core+ Only)** | (Where applicable, see box J6.a.)Special Delivery Instructions (clause J6.b.(2) :All items to be delivered to:: [REDCATED INFORMATION – PERSONEL]Each consignment of the Contractor Deliverables to be accompanied by (clause J6.b.3): Line Items       Line Items       Line Items        |
| **Clause J6.c Collection by the Authority** (for Schedule 2, Annex A items) **(Core+ Only)** | (Where applicable, see Box J6.a.)Special Collection Instructions (clause J6.c.(2)):N/AEach consignment of the Contractor Deliverables to be accompanied by (clause J6.c.(3)): Line Items: N/A Line Items: N/A Line Items: N/A Consignor Address (clause J6.c.4) : Line Items: N/A Address: N/A |
| **Condition J7 Self to Self Delivery (Core+ Only)** | Is Self to Self Delivery required:Yes [x] No [ ] If Yes, Delivery address applicable:: [REDCATED INFORMATION – PERSONEL] |
| **Other Addresses and Other Information**(Covers forms and publications addresses and official use information) | **See Annex A to Schedule 3 (DEFFORM 111)** |

Annex A to Schedule 3

|  |
| --- |
| **DEFFORM 111****(Edn 04/15)****Appendix - Addresses and Other Information** |
|  | **1. Commercial Officer**: [REDCATED INFORMATION – PERSONEL]Email [REDCATED INFORMATION – PERSONEL]Phone: :  [REDCATED INFORMATION – PERSONEL] |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street,  Manchester, M1 2WD 🕿 44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 🕿 44 (0) 161 233 5394 |  |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)[REDCATED INFORMATION – PERSONEL]Email: [REDCATED INFORMATION – PERSONEL]Phone[REDCATED INFORMATION – PERSONEL] |  | **9. Consignment Instructions**The items are to be consigned as follows:[REDCATED INFORMATION – PERSONEL] |  |
|  |
|  | **3. Packaging Design Authority**See Box 2 for referral.(Where no address is shown please contact the Project Team in Box 2)  |  | **10. Transport.**  The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MOD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight CentreIMPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943EXPORTS 🕿 030 679 81113 / 81114 Fax 0117 913 8943Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946EXPORTS 🕿 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 |  |
|  | **4. (a) Supply/Support Management Branch** **Tel No:**  **(b) U.I.N.** |  | **B.** **JSCS**JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)JSCS Fax No. 01869 256837[www.freightcollection.com](http://www.freightcollection.com/)  |  |
|  |
|  | **5. Drawings/Specifications are available from**[REDCATED INFORMATION – PERSONEL]Email: [REDCATED INFORMATION – PERSONEL]Phone: [REDCATED INFORMATION – PERSONEL] |  | **11. The Invoice Paying Authority (see Note 1)**Ministry of Defence 🕿 0151-242-2000DBS FinanceWalker House, Exchange Flags Fax: 0151-242-2809Liverpool, L2 3YL **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement> |  |
|  |
|  | **6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**     (where no address is shown the mauve copy should be destroyed) |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C SiteLower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)**Applications via email:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
|  |
|  | 1. **Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. See B1.b.(1).**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]. |  | **NOTES****1. Forms.** Hard copies, including MOD Form 640 are available from address in Box 12., All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.**2.\*** Many **DEFCONs and DEFFORMs** can also be obtained from the MOD Internet Website; <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm> |  |
|  **For Official Use Only Recoverable YES** | [ ]  |  **NO** | [x]  |  | **Finance Branch** | [REDCATED INFORMATION – PERSONEL] |  |
|  |
|  **Issue of Government Property YES** | [x]  |  **NO** | [ ]  |  | **LH No/Project No** | S900547100 |  |
| **VAT Contractor - Country of Origin (delete those not applicable)** |  | **Requisition No** | 99202 |  |
|   |
|  | **UK****[x]**  |  | **Non-UK (non-EU Country)** **[ ]**  |  | **Non-UK (EU Country)****[ ]**  |   | **Project Management/ Production branch reference** | BBMF/CI000040 |  |
|  **If EC specify country:** |       |  | **Place of manufacture** |       |  |
|  |
|  **Outside the scope** | [ ]  |  **Item Nos** |       |  | **Place of packaging** |       |  |
|  **Exempt** | [ ]  |  **Item Nos** |       |  |  |  |  |
|  **Taxable Zero Rate** | [ ]  |  **Item Nos** |       |  | **Contractor’s Tel No** | [REDCATED INFORMATION – PERSONEL] |  |
|  **Taxable - Standard**  | [x]  |  **Item Nos** | ALL |  |  |  |  |
| **Rate**  **(where a contract is with a Contractor whose place of business is not in the UK , JSP 916 should be consulted)**  |

Schedule 4 - Contract Change Process (i.a.w. clause A2.b) for Contract No: FAST/00098

**1. Authority Changes**

a. Subject always to condition A2 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

**2. Notice of Change**

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

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

**3. Contractor Change Proposal**

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

b. The Contractor Change Proposal shall include:

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

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

**4. Contractor Change Proposal – Process and Implementation**

1. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
2. evaluate the Contractor Change Proposal;
3. where necessary, discuss with the Contractor any issues arising and, following such discussions, the Authority may modify the Authority Notice of Change and the Contractor shall, as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
	* + 1. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
				1. indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with condition A2 (Amendments to Contract); or
				2. serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
			2. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
			3. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with clause 4.b.(1).

**5. Contractor Changes**

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

Schedule 5 - Specification for Contract No: FAST/00098

**Introduction**

1. The Battle of Britain Memorial Flight (BBMF) is the Royal Air Force’s chosen heritage asset and, as such, is publicly funded. The BBMF operate Spitfire, Hurricane, Lancaster, Dakota and Chipmunk aircraft. Whilst the Chipmunk is used for training, the other aircraft are used for display purposes throughout the UK, and further afield. Generally, 1000 separate events are scheduled for the display season. All the BBMF aircraft are on the Military Register and are operated and maintained iaw extant Military Aviation Authority (MAA) regulations in the same way other UK Military aircraft are; e.g. Typhoon.

2. The BBMF Support Team, established as part of the Typhoon Team in FAST, is responsible for the maintenance of safety and airworthiness of the aircraft and systems operated by the BBMF. The Chipmunk’s Gipsy Major engine and associated components are an integral part of the aircraft’s propulsion system which require scheduled maintenance, repair and reconditioning and other maintenance services. To support these activities, access to the relevant designer(s) is essential to provide an element of Post Design Service (PDS) type activities.

3. The MRP requires the Support Team to ensure that maintenance contracts for the aircraft, systems and components are placed with competent organisations approved under the Maintenance Approved Organisation Scheme (MAOS). The BBMF Support Team intends to be compliant with this aspect of the regulations. Where candidate companies do not hold MAOS approval, they must hold EASA Pt 145, or similar, approvals for the relevant equipment. Additionally, it is the BBMF Support Team’s intention to request companies to seek MAOS approval; a plan to achieve such is to be produced and agreed with the Authority.

# REQUIREMENT

#### 4. The engines have a high safety requirement and the Type Airworthiness Authority (TAA) requires an MAA assured, high quality, reliable service from an organisation with proven competence and track record in the support of Gipsy Major engines and associated components. The aspiration is for a contract of 5 years duration with provision for periodic reviews to ensure that contractual performance remains optimal. Prospective contractors should have approvals covering the repair, overhaul and maintenance of Gipsy Major engines and associated components, detailed at Annex A, to either:

4.1 EASA Pt 145 or similar.

4.2 MAOS Mil Pt 145.

#### 5. The contract will be let to allow for:

#### 5.1 The managed and forecasted feed-in of Gipsy Major engines for scheduled maintenance/reconditioning and/or repair/overhaul.

5.2 The managed and forecasted feed-in of associated components for scheduled maintenance/reconditioning and/or repair/overhaul.

5.3 The provision/manufacture of new engine components.

5.3.1 New components are to be provisioned/manufactured to original drawings; where not possible; the authority of the BBMF Support Team is to be sought.

5.4 Preparation for, and attendance at, the annual BBMF Chipmunk Systems and Structural Integrity Working Group (SSIWG), normally held at RAF Coningsby.

#### 6. In respect of the Gipsy Major engines, engines fed into the Contractor may either be in a fully dressed condition or as a basic engine; the same standard shall be required of all repaired/reconditioned/overhauled engines delivered off-contract back to the Customer.

#### 7. All elements of the Contract should be 'Spares Inclusive'. However, if the Contractor had difficulty sourcing a particular spare(s) and if the Authority has stock of such items, then the Authority may exceptionally consider providing such spare(s) to the Contractor.

8. The Contractor shall be required to:

8.1 Undertake all work required to recondition/repair/overhaul and restore Gipsy Major engines and associated components to a fully functional condition such that each article is able to perform, without further rectification, for the duration of its authorised life; apart from an un-attributable failure (see definition at para 16.5 below). Annex A details the equipment and primary associated components and details of the authorised lives. All work is to be carried out in accordance with the relevant publications detailed in Annex A or bespoke information supplied by the BBMF Support Team. This scope of this work is to include:

8.1.1 Repair/recondition and/or adjustment of all components and replacement of all spares and materials as required by the relevant reconditioning/overhaul procedure or as tasked by the Authority.

8.1.2 Re-assembly and testing of the article(s), at the defined standard, in accordance with the relevant procedure or as tasked by the Authority.

8.1.2.1 Testing of the engines is to include ground running on a rig to enable operation throughout the engine rated power band and to provide the power output curve and output power.

8.1.2.2 Testing of associated components is to be carried out on a suitable test bench.

8.1.3 Provision of replacement items through purchase or manufacture, whether for use in the recondition/repair/overhaul of engines/components or to be held as spares by the customer for their use.

8.1.4 The re-work of the external finish of the article(s) to the required standard; may include strip and renewal.

8.1.5 Delivery of all Articles to configuration standards, packaging requirements and locations specified by the Authority, including special arrangements invoked to react appropriately to Aircraft-On-Ground (AOG) situations.

8.1.6 Completion of the Mod Form 761A Overhaul/Investigation Report Engine/Module for engines at the defined standard.

8.1.7 Comprehensive annotation of all reconditioning information and lifing details on:

8.1.7.1 The Mod Form 731 - Equipment Conditioning Label.

8.1.7.2 Mod F749/F735A - The Equipment Log/Record Card.

8.1.8 Provision of copies, as part of the engine/component document set, of the build standard applicable to the engine/component.

8.1.9 Provision of other documentation tasked by the Authority, such as: any Airworthiness Directives, Service Bulletins, Service Letters or other modifications applicable or embodied during maintenance.

8.2 Ensure the BBMF Support Team is advised of all new Airworthiness Directives, Service Bulletins, Service Letters and/or other safety occurrences and/or modifications applicable to the BBMF Gipsy Major engines and associated components covered by this Statement of Requirement, as notified to the Contractor by the engine and/or component design organisations and/or appropriate national aviation authorities for the engine and/or component and its supporting equipment/parts.

9. In addition, due to the nature of the support of vintage/historic engines, systems and components, a formal designer may not be available. Accordingly, some element of Post Design Service (PDS) type activities may be necessary. In particular, the Contractor may be required to provide design and development engineering support to:

9.1 Provide repair advice, which is beyond authorised limits, for approval by the Authority.

9.2 Draft Maintenance Procedures or other technical information/documentation, when tasked by the Authority, for approval by the Authority.

9.3 Carry out F760 Fault Investigations when tasked by the Authority.

9.4 Investigate unsatisfactory features in technical publications, information or documentation (F765).

10. Any work carried out which generates drawings, modification proposals, information etc shall be considered to have joint intellectual property rights.

**Additional Requirements**

11. The Contractor shall be required to work within the MRP, in particular the Manuals of Maintenance and Airworthiness Processes (MAP-01 & MAP-02), and Regulatory Articles (RA) 1000, 4000 and 5000 series as follows (see Annex for details):

11.1 RA1014 – Design Organisation – Airworthiness Responsibilities.

11.2 RA1017 – Maintenance Organisation – Airworthiness Responsibilities.

11.3 RA1018 – Production Organisation – Airworthiness Responsibilities.

11.4 RA4257 – Surface Finish of Military Air Environment Equipment.

11.5 RA4809 – Acceptance of Components.

11.6 RA4810 – Maintenance Data.

11.7 RA4812 – Certificate of Maintenance.

11.8 RA4813 – Maintenance Records.

11.9 RA4814 – Occurrence Reporting.

11.10 RA5102 – Design and Development Responsibilities.

12. All equipment, repairs, material, spares, fittings and accessories shall withstand contamination from cleaning fluids and materials, aviation fluids and other fluids and materials encountered in a normal aviation engineering environment.

13. All spares and materials used in the repair etc. of the articles shall be manufactured without the use of hazardous materials. Where the use of hazardous materials is unavoidable the Contractor shall:

13.1 Seek authority in writing from the BBMF Support Team for the use of that hazardous material(s).

13.2 Ensure that appropriate warning notices are attached to the equipment.

13.3 Include notification of the use of that hazardous material(s) in the relevant publications.

14. In accordance with DEFCON 624, Asbestos shall not be used.

15. All Non Destructive Testing carried out in the delivery of this Contract shall be in accordance with BSEN 4179 and RA 4504.

**DEFINITIONS**

16. Details of non-standard definitions for words, or technical vocabulary, specific to the Military Air Environment use, are contained in the MRP MAA02. Where a word appears in the Oxford English Dictionary (OED), the definition contained in MAA02 is specific only to the associated context and OED definitions should be used for all other usages. Additional definitions not covered in MAA02 are detailed below in respect to this requirement:

16.1 Articles. Wherever this SOR refers to articles, this shall be deemed to mean the articles detailed in the contract.

16.2 Authorised Life. The authorised life is the time the component is required to remain in service between scheduled maintenance and is defined in relevant Topics 5A1.

16.3 Defined Standard. This is the standard to which the articles/items and their installed equipment are to be delivered to the contractor or on delivery back to the customer following maintenance to approved procedures; see Appendix 1.

16.4 Spares Inclusive. All consumables and replacement of lifed items to return the article to the required defined standard.

16.5 Un-attributable Failure. A failure not resulting from the engine and/or component being overhauled/maintained/repaired in accordance with approved schedules/data (including authorised ‘life’) or during normal operation of the article; such as handling damage or Foreign Object Damage (FOD).

16.6 Government Furnished Information (GFI). Any information owned by the Government and supplied to a contractor.

16.7 Maintenance Procedure (MP). A detailed procedure or set of procedures, issued by the Authority, to be used in conjunction with Air Publications.

16.8 Emergent Work. Any work identified that is not specified in the authorised maintenance schedule or schedule of work detailed by the Authority. Work so identified shall fall into one of the following categories Repair, Reconditioning, Modification or Fault Investigation.

16.9 Dressed Engine. For the purposes of this contract, the definition of a dressed Pratt and Whitney R-1830-90D radial engine is set out at Appendix 1.

16.10 Inspect and Repair As Necessary (IRAN). A methodology intended to ensure that the most cost-effective corrective maintenance activities are undertaken to return an item to a condition to meet aircraft availability commitments.

**QUALITY ASSURANCE**

17. The Quality Assurance Authority/Representative will be appointed on the award of the contract, and will be identified on DEFFORM 111 ( Appendix to Contract). There may be a requirement for the Defence Quality Assurance Field Force (DQAFF) to carry out audits.

18. All work is to be carried out in accordance with the applicable MRP, as detailed above, and shall be subject to Quality Assurance conditions. The following conditions shall apply – to the latest standard:

18.1 AQAP 2110 - NATO Quality Assurance Requirements for Design, Development and Production.

18.2 Defence Standard 00-56 Part 1 - Safety Management Requirements for Defence Systems.

18.3 Defence Standard 05-10 (Parts 1 and 2) - Product Definition Information.

18.4 Defence Standard 05-57 - Configuration Management of Defence Materiel.

18.5 Defence Standard 05-61 (Part 1) - Quality Assurance Procedural Requirements: (Concessions).

18.6 Defence Standard 05-99 - Managing Government Furnished Assets in

Industry.

18.7 Defence Standard 05-135 - Avoidance of Counterfeit Materiel.

18.8 AvP 70 Specifications for Air Technical Publications and/or JSP(D) 543 - Defence Technical Documentation - Guidance.

**Health and Safety**

19. Wherever this Statement of Requirement (SoR) refers to the use of processes, substances and procedures that may be injurious to health or the environment, if inadequate precautions are taken, it refers only to technical suitability and does not absolve the supplier from the statutory obligations relating to Health and Safety and the Environment.

**Annex A to Schedule 5 - Gipsy Major MJ8 Engines and Selected Components for the BBMF Chipmink – For Contract No: FAST/00098**

1. The articles listed below are covered by this requirement. The list is not intended to be exhaustive but includes the primary equipments and components that require reconditioning and repair:

1.1 Gipsy Major Engine MJ8

1.2 Components:

1.2.1 Carburettor

1.2.2 Magnetos

* + 1. Rotax Starter Motor
		2. Cylinder
		3. Cylinder Head

In addition all flexible pipes are to be replaced at engine recondition.

2. The listed equipments are maintained in accordance with:

2.1 AP101B-5510-5A1 - Master Maintenance Schedule.

2.2 AP101B-5510-5A2 - Hazard and Maintenance Information.

2.3 AP101B-5510-5A3 - Maintenance Procedures.

2.4 AP101B-5510-2(N/A/R)1- General Orders and Special Instructions.

2.5 Military Aviation Authority (MAA) Regulatory Publications (MRP).

2.6 AP102B-1508-167 – Gipsy Major MJ8 Aero Engine And Chipmunk Fixed-Pitch Propeller.

2.7 Any relevant Airworthiness Directives, Service Bulletins, Service Letters or other modifications.

3. On input to the Contractor or on delivery back to the Customer, an engine should be fitted to a Transportation Stand.

4. Prior to delivery back to the Customer, the engine should be tested in its final dressed state as far as possible, differences to be detailed and agreed beforehand. Following testing, the engine is to be considered ‘run in’.

5. The defined standard for equipment/components is to be complete, for the item Part Number, unless detailed on the F731/CofC.

6. The following lives apply to the engines and components following scheduled maintenance/reconditioning and/or repair/overhaul:

6.1 Engine - 1500 hours or 20 years (10 years uninstalled/inhibited)

6.2 Magneto - 500 hours (5 years uninstalled)

6.3 Carburettor - 1500 hours (5 years uninstalled/inhibited)

**Annex B to Schedule 5 - Applicable RA Descriptions – For Contract No: FAST/00098**

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| **RA1014 – Design Organisation – Airworthiness Responsibilities** |
| Rationale | Organizations involved in the design of UK military air systems are responsible for complying with the requirements of the relevant contract and their MOD approval |
| Regulation 1014(1) | An air system Design Organization (DO) shall be approvedby the MOD and comply with the standards stipulated in therelevant contract through life |
| Acceptable Means of Compliance 1014(1) | An air system DO should be approved through the DAOS scheme by the MAA |
| **RA1017 – Maintenance Organisations – Airworthiness Responsibilities** |
| Rationale | Organizations conducting the maintenance of UK military air systems or components are responsible for complying with the Aircraft Document Set, the relevant contract and where appropriate their MOD approval |
| Regulation 1017(1) | A Maintenance Organization (MO) shall be responsible for the completion of all maintenance required in accordance with theAircraft Document Set (ADS) as directed by the CAMO or as stipulated in the relevant contract. A Contractor MO shall be approved by the MOD. |
| Acceptable Means of Compliance 1017(1) | 1. A MO should:a. Report to the CAMO any arising/finding beyond the scope of agreed workpackages, e.g. emergent work.b. Ensure that all work carried out is conducted in accordance with ApprovedData.2. A Contractor MO should be approved to MRP Part 145 by the MAA and conduct work in accordance within the scope of their approval. |
| **RA1018 – Production Organisation – Airworthiness Responsibilities** |
| Rationale | A Production Organization (PO) is an organization that manufactures aviation products in accordance with Approved Data and which a Design Organization may contract for equipment production |
| Regulation 1018(1) | A PO shall manufacture aviation products and appliancesin accordance with the Approved Data and design drawing set and shall work within their Quality Management System. |
| Acceptable Means of Compliance 1018(1) | The PO’s Quality Management System should be 3rd party accredited to astandard acceptable to the Type Airworthiness Authority (TAA). |
| **RA4257 – Surface Finish of Military Air Environment Equipment** |
| Rationale | The preservation and renewal of surface finishes is an essential part of the overall maintenance of aircraft, aircraft components and equipment, and of associated ground support equipment (GSE) |
| Regulation 4257(1) | Aircraft, aircraft components and equipment and associated GSE Surface Finish coatings shall be applied, maintained and removed as directed by the platform or equipment Project Team (PT) and in accordance with Health, Safety and Environmental legislation |
| Acceptable Means of Compliance 4257(1) | Cross refer to MAP-01 Chapter 6.6 |
| **RA4809 – Acceptance of Components** |
| Rationale | It is essential that only serviceable and approved components are used in themaintenance of aircraft. Therefore, a suitable method of classifying and labelling components is required. This regulation also details the requirements for an organization to follow when arranging for a component to be locally manufactured/fabricated |
| Regulation 4809(1) - Component Classification | Components shall be classified and appropriately segregated into the following categories:(a) Components which are in a serviceable condition, released on an MOD Form 731 (see MAP-02), or equivalent(b) Unserviceable components to be maintained in accordance with RA4800-4849 (MRP Part 145)(c) Unsalvageable/Scrap components which areclassified in accordance with RA4809(4) (MRP 145.A.42(d))(d) Standard parts used on an aircraft, engine, propeller or other aircraft component when specified in the manufacturer's illustrated parts catalogue and/or the technical informationNote: These parts shall only be considered serviceable ifaccompanied by a manufacturer’s Certificate of Conformity (or equivalent)(e) Material both raw and consumable used in the course of maintenance when the organization is satisfied that the material meets the required specification and has appropriate traceability.Note: All material shall only be considered serviceable ifaccompanied by documentation clearly relating to the particular material and containing a ‘conformity to specification’ statement plus both the manufacturing and supplier source |
| Acceptable Means of Compliance 4809(1) | Common AMC - With respect to RA4809(1)(a) (MRP 145.A.42(a)(a)), only the following documents should be accepted as an equivalent to the MOD Form 731 for identifying a component as serviceable:a. A European Aviation Safety Agency (EASA) Form 1b. A European Military Airworthiness Requirements (EMAR) Form 1 (onlywhen issued by a maintenance organization appropriately approved by theMAA, or an Authority with which the MAA has mutual recognition)c. A Certificate of Conformity (CofC) or MOD Form 640 (these documentsare acceptable only when the item is in unbroached primary packaging)d. MOD Form 3910 (for consumable components only)Additional AMC – Approved Maintenance Organizations (AMOs) only - To be read in conjunction with the Common AMCWhen a ‘standard part’ is received with a CofC, the accreditations of the originator should be established as far as reasonably practicable. AMOsshould have a procedure in place for assessing suppliers |
| Regulation 4809(2) – Eligibility of Components | Prior to the installation of a component, the organisation shall satisfy itself that the particular component is in an acceptable state, has been appropriately conditioned/released and is of the correct standard when different modification and/or Airworthiness Directives (AD)/Special Instruction (Technical) (SI(T)) standards may be applicable |
| Acceptable Means of Compliance 4809(2) | Common AMCThe organization should ensure that the component meets the approved data/standard, such as the required design and modification standard. This may be accomplished by reference to the Topic 3A, manufacturer's parts catalogue or other technical information.The organization should also ensure that the component complies withapplicable SI(T)s or airworthiness directives and be aware of the status of any life limited parts fitted to the aircraft component. |
| Regulation 4809(3) – Local Manufacture /Fabrication of Components | The local manufacture/fabrication of Aircraft Parts andAirborne Equipment by a maintenance organization shallrequire specific authorization. Such Parts / Equipment shallonly be manufactured / fabricated in accordance withapproved data |
| Acceptable Means of Compliance 4809(3) | AMOs should only locally manufacture/fabricate parts within its own facilitiesin accordance with procedures identified in the exposition and approved by the MAA1. The agreement by the MAA for the local manufacture/fabrication of parts by the AMO should be formalized through the approval of a detailed procedure in the Maintenance Organization Exposition.2. Local manufacture/fabrication, inspection, assembly and test should beclearly within the technical and procedural capability of the AMO3. Items locally manufactured/fabricated by an AMO should only be usedby that organization in the course of overhaul, maintenance, modifications, or repair of aircraft or components undergoing work within its own facility. The permission to locally manufacture/fabricate does not constitute approval for manufacture, or to supply externally. A MOD Form 731 (or equivalent) annotated in red, “FABRICATED ITEM IAW RA4809(3) (MRP 145.A.42(c)) FOR EXCLUSIVE USE BY THE FABRICATING ORGANIZATION WITHIN ITS OWN FACILITIES” should be attached to the part. This prohibition also applies to the bulk transfer of surplus inventory, in that locally manufactured/fabricated parts are physically segregated and excluded from any delivery certification4. Local manufacture/fabrication of parts, modification kits, etc., for onward supply and/or sale, should not be conducted by an AMO, unless they have been specifically contracted to produce items by the MOD. If separately contracted, then this production would be considered to be outside of the MRP Part 145 approval5. When locally manufacturing/fabricating parts, care should be taken toensure that the data used includes details of part numbering, dimensions, materials, processes, and any special manufacturing techniques, special raw material specification or/and incoming inspection requirement and that the approved organization has the necessary capability. That capability should be defined by way of exposition content. Where special processes or inspection procedures are defined in the approved data, which are not available at the organization, the organization should not locally manufacture/fabricate the part unless the aircraft Type Airworthiness Authority (TAA) gives an approved alternative. This principle also applies to the technique of 3D printing/additive manufacturing6. All locally manufactured/fabricated parts should be in accordance with technical information provided in overhaul or repair manuals, modification schemes and service bulletins, drawings or otherwise approved by the TAANote: Items should not be locally manufactured/fabricated to pattern unless an engineering drawing of the item is produced which includes any necessarymanufacturing/fabrication processes and which is acceptable to the TAA7. For civil-derivative aircraft, where a TC-holder, design organization or anapproved production organization is prepared to make available complete data which is not referred to in aircraft manuals, SBs or SI(T)s, but provides manufacturing drawings for items specified in parts lists, the local manufacture/fabrication of these items should not be considered as within the scope of an organization’s approval, unless agreed otherwise by the TAA in accordance with a procedure specified in the exposition8. Any locally manufactured/fabricated part should be subjected to aninspection stage before, separately, and preferably independently from, any inspection of its installation. The inspection should establish full compliance with the relevant manufacturing data, and the part should be unambiguously identified as fit for use by stating conformity to the approved data9. Adequate records should be maintained of all such localmanufacture/fabrication processes including heat treatment and the finalinspections.10. All parts, unless its size prohibits it, should carry a part number which clearly relates it to the manufacturing/inspection data. Additional to the part number, the organization's identity should be marked on the part for traceability purposes |
| **RA4810 – Technical Information** |
| Rationale | The use of approved and accurate Technical Information within the AircraftDocument Set is essential for continuing the airworthiness of an aircraft or aircraft equipment. This RA details the requirements on organizations in their use of Technical Information in this respect |
| Regulation 4810(1)&(2) | **4810(1)** The organization shall hold and use applicable, approved and current Technical Information in the performance of maintenance, including modifications and repairs. In the case of Technical Information provided by the Continuing Airworthiness Management Organization (CAMO), the organization shall hold such data when the work is in progress, noting the additional requirements of RA4813(3) (MRP 145.A.55(c))**4810(2)** To complement its MAA02 definition for the purposes of RA4800-4849 (MRP Part 145), applicable Technical Information shall include, but not be limited to, any of the following:a. Any applicable requirement, procedure, operational directive or information issued by the authority responsible for the oversight of the aircraft or componentb. Any applicable Special Instructions (Technical) (SI(T)) or Airworthiness Directives (AD) issued by the authority responsible for the oversight of the aircraft or componentc. Instructions for continuing airworthiness issued by the Type Airworthiness Authority (TAA), MAA-approved design organization, or the CAMOd. Any applicable standard, such as, but not limited to, maintenance standard practices recognized by the MAA as a good standard for maintenancee. Any applicable information issued in accordance with RA4810(4) (MRP 145.A.45(d)) |
| Acceptable Means of Compliance 4810(1)&(2) | An organization undertaking component maintenance, other than completeengines/APUs, should hold and use the following Technical Information where published:a. The appropriate sections of the vendor maintenance and repair manual.b. MOD SI(T)s, Service bulletins and service letters.c. Any document issued by the TAA as Technical Information on whoseproduct the component may be fitted when applicable.3. An organization undertaking only specialized services (eg Non-DestructiveTesting) should hold and use all applicable specialized service(s) process specifications |
| Regulation 4810(3) | The organization shall use a recognized procedure to ensure that, if found, any inaccurate, incomplete or ambiguous procedure, practice, information or maintenance instruction contained in Technical Information used by maintenance personnel is recorded and notified to the Technical Information sponsor |
| Acceptable Means of Compliance 4810(3) | The referenced procedure should ensure that when maintenance personneldiscover inaccurate, incomplete or ambiguous information in the TechnicalInformation they will record the details. The procedure should then ensure that the RA4800-4849 (MRP Part 145) approved maintenance organization notifies the problem to the author/sponsor of the Technical Information in a timely manner.A record of such communications to the author/sponsor of the TechnicalInformation should be retained by the RA4800-4849 (MRP Part 145) approved organization until such time as the TAA or the MAA approved Design Organization has clarified the issue by, for example, amending the Technical InformationThe referenced procedure should be specified in the Maintenance Organization Exposition (MOE) |
| Regulation 4810(4) | The organization shall only modify maintenance instructions in accordance with an approved procedure. With respect to those changes, the organization shall demonstrate that they result in equivalent or improved maintenance standards and shall inform the TAA and CAMO or other approved organization of such changes |
| Acceptable Means of Compliance 4810(4) | The referenced procedure should address the need for the organization to seek authority from the TAA and CAMO to deviate from relevant Technical InformationThe procedure should include a paper/electronic record of the complete process from start to finish and ensure that the relevant Technical Information clearly identifies the modification |
| Regulation 4810(6) | The organization shall ensure that all applicable Technical Information is readily available for use when required by maintenance personnel |
| Acceptable Means of Compliance 4810(6) | Technical Information should be available in close proximity to the aircraft or component being maintained, for the relevant staff to study.Where Technical Information is held electronically, or on microfilm/microfiche, the number of terminals to access the data should be sufficient in relation to the size of the work programme to enable easy access for supervisors, mechanics and certifying staff |
| Regulation 4810(7) | The organization shall establish a procedure to ensure that Technical Information it controls is kept up to date. In the case of an AMO using MOD-sponsored Technical Information, the AMO shall be able to show that either it has written confirmation from the MOD that all such Technical Information is up to date, or it has work orders specifying the amendment status of the Technical Information to be used, or it can show that it is on the MOD-sponsored Technical Information amendment list |
| Acceptable Means of Compliance 4810(7) | To keep data up to date, a procedure should be set up to monitor the amendment status of all data and maintain a check that all amendments are being received by being a subscriber to any document amendment scheme. Alternatively, a suitable arrangement should be made with the relevant MOD publication sponsor to receive data amendments.Where Electronic Technical Publications, Logistic Information Systems ormicrofilm/microfiche readers are used, a control procedure should also be in place to ensure that, where prints are produced, out of date data is not used |
| **RA4812 – Certification of Aircraft and Component Release** |
| Rationale | In the interest of flight safety and airworthiness integrity, there is a chain of individual responsibility for maintenance work carried out within the Military Air Environment (MAE) and a supporting system of recording and certification, which ensures full accountability for all such work |
| Regulation 4812(4) | A document containing the Certification of Component Release shall be issued on the following occasions:(a) At the completion of any maintenance on a component whilst off the aircraft(b) When a component is removed as serviceable from an aircraft or assembly for use on another aircraft or assembly, known as cannibalization.Note: When an AMO maintains a component for its own use, a formal certificate of release may not be necessary, but the organization’s internal release procedures shall be defined in the Maintenance Organization Exposition (MOE) |
| Acceptable Means of Compliance 4812(4) | A component which has been maintained off the aircraft should be endorsedWith a Certification of Component Release on an appropriate document (for example, a MOD Form 731 or an European Military Airworthiness Requirements (EMAR) Form 1) for such maintenance, with one exception as detailed in the Regulatory Statement.The appropriately-rated AMO should ensure that all reasonable measureshave been taken to ensure that only approved and serviceable aircraft components are endorsed with a Certification of Component Release. Such certification should not be endorsed for any item when it is known that the item is unserviceable, except in the case of an item undergoing a series of maintenance processes at several maintenance organizations and a document containing a Certification of Component Release is required to accompany the component to enable an organization to accept the item for subsequent maintenance processes. In this instance, a clear mark of the component’s unserviceability (or a Statement of Limitation) should be endorsed with the Certification of Component Release.The Certification of Component Release, endorsed in accordance with RA4812(4) (MRP 145.A.50(d)), should be annotated with a statement confirming that the item has been inspected. In addition, the following should be specified:a. When the last maintenance was carried out and by whom.b. If the component is unused, when the component was manufactured andby whom with a cross reference to any original documentation which should be included with the certificate.c. A list of all Airworthiness Directives (Ads)/SI(T)s, repairs and modifications known to have been incorporated or, if no ADs/SI(T)s, repairs or modifications are known to be incorporated, then this should be so stated.d. Detail of life used for service life limited parts being any combination offatigue, overhaul or storage life.e. Details, if applicable, of the aircraft component’s maintenance history record, as long as the record contains details that would otherwise be requiredon the certificate of maintenance. The maintenance history record and certificate of maintenance.Note: Where the Certification of Component Release is endorsed on a MOD Form 731, completed in accordance with the appropriate Instructions for Use, it meets the requirements of above.**Components maintained by organizations without MAA approval**If a Certification of Component Release is to be endorsed for a usedcomponent maintained by a maintenance organization without RA4800-4849 (MRP Part 145) approval, an appropriately rated maintenance organization approved under RA4800-4849 (MRP Part 145) should establish satisfactory conditions by:a. Dismantling the component for sufficient inspection in accordance withthe appropriate Technical Information.b. Replacing of all service life limit components when no satisfactory evidence of life used is available and/or the components are in an unsatisfactory condition.c. Reassembling and testing the component as necessary.d. Completing all certification requirements as specified in RA4812 (MRP 145.A.50) |
| Regulation 4812(5) | In all instances, details of any deferred or incomplete maintenance shall be entered in the aircraft technical log by appropriately authorized certifying staff, who have made the judgement that the aircraft is safe to fly, with appropriate limitations and constraints caveated, despite incomplete maintenance |
| Acceptable Means of Compliance 4812(5) | If an appropriately authorized individual agrees to the deferment of maintenance, then details of the deferment, including, where applicable, reference to such approval for deferment, should be entered in the aircraft technical log (e.g. MOD Form 700) and sanctioned by an authorized individual.Note: Whether or not the individual authorizing the deferment has such authority to defer maintenance is an issue between the organization and the contracting organization, paying due cognisance to the requirements of RA1006, where applicable. In case of doubt concerning such a decision the AMO should inform the CAMO of such doubt, before releasing the aircraft.The procedure for complying with RA4812(5) (MRP 145.A.50(e)) should:a. Draw attention to the fact that RA4812(1) (MRP 145.A.50(a)), does notnormally permit the endorsement of the Certification of Aircraft Release inthe case of non-compliance.b. State what action the mechanic, supervisor and certifying staff are required to take to bring the matter to the attention of the CAMO, so that the issue may be discussed and resolved with the CAMO.c. Ensure that the appropriate person(s) as specified in RA4806(2) (MRP145.A.30(b)), is kept informed in writing of such possible non-compliance situations |
| **RA4813 – Maintenance Records** |
| Rationale | To maintain an audit trail of maintenance activities carried out, it is necessary to have a formal method of recording all such activities. A suitable retention policy is also required, with a retention period based on the relevance of the information to the continuing airworthiness of the aircraft to which it relates. This also provides an aid to engineering investigations  |
| Regulation 4813(1) | The organization shall record all details of maintenance work carried out. As a minimum, the organization shall retain records necessary to prove that all requirements have been met for endorsing the Certification of Aircraft/Component Release, including subcontractor's certificates/releasedocuments, where applicable |
| Acceptable Means of Compliance 4813(1) | Records should contain basic details of all serialized aircraft components installed to ensure traceability to such installed aircraft component documentation and associated Technical Information as specified in RA4810 (MRP 145.A.45).Maintenance records should refer to the revision status of the Technical Information used.The maintenance record can be either a paper or computer system or anycombination of both:a. Paper systems should use robust material which can withstand normalhandling and filing. The record should remain legible throughout the requiredretention period.b. Computer systems used for maintenance should have at least one backup system, which should be updated at least within 24 hours of any maintenance. Each terminal should contain programme safeguards against the ability of unauthorized personnel to alter the database. |
| Regulation 4813(2) | The AMO shall provide a copy of each document relating to the Certification of Aircraft/Component Release to the relevant Continuing AirworthinessManagement Organization (CAMO), together with a copy of any specific approved repair/modification instructions used for repairs/modifications carried out |
| Acceptable Means of Compliance 4813(2) | Nil |
| Regulation 4813(3) | The organization shall retain a copy of all detailed maintenance records and any associated Technical Information, as instructed by the MAA:(a) Records under RA4813(3) (MRP 145.A.55(c)) shall be stored in a safe way with regard to fire, flood and theft.(b) Computer backup discs, tapes, etc. shall be stored in a different location from that containing the working discs, tapes, etc., in an environment that ensures they remain in good condition.(c) Where an AMO terminates its operation, all retained maintenance records shall be transferred to the relevant CAMO |
| Acceptable Means of Compliance 4813(3) | Maintenance records should be retained until the work it records has been invalidated by documented work carried out subsequently (for example, Scheduled Base Maintenance (SBM), Major maintenance, or equivalent); RA4311 and MAP-01 Chapter 7.6 provides further regulation and guidance in this respect. Any reconstructed records should be submitted to the CAMO for acceptance |
| **RA4814 – Occurrence Reporting** |
| Rationale | There are occasions when there is a requirement to report ‘occurrences’, including ‘near misses’, and ‘findings’ in the condition of equipment, delivery of services, audit observations or potential improvements within the Military Air Environment (MAE) |
| Regulation 4814(1) | The organization shall report to the relevant departments of the MOD any condition of the aircraft or component identified by the organization that has resulted or may result in an unsafe condition that is a hazard to Air Safety |
| Acceptable Means of Compliance 4814(1) | All equipment in the Military Air Environment (MAE) should be subject to faultreporting procedures |
| Regulation 4814(2) | The organization shall establish an internal occurrence reporting system to enable the collection and evaluation of such reports, including the assessment and extraction of those occurrences to be reported under RA4814(1) (MRPPart 145.A.60(a)). |
| Acceptable Means of Compliance 4814(2) | This procedure should identify adverse trends, corrective actions taken, or tobe taken, by the organization to address deficiencies and include evaluation of all known relevant information relating to such occurrences and a method to circulate the information as necessary.An organization should ensure that personnel are not reprimanded for reporting or co-operating with occurrence investigations.The internal reporting process should be closed-loop, ensuring that actions are taken internally to address safety hazards.The process should provide feedback to report originators, both on an individual and more general basis, since it is important to ensure their continued support for the scheme. |
| Regulation 4814(3) | The organization shall make such reports in a form and manner established by the MAA and ensure that they contain all pertinent information about the condition and evaluation results known to the organization |
| Acceptable Means of Compliance 4814(3) | Extant MOD procedures for occurrence reporting should be used, includingthe use of ASIMS. Details are published in:a. RA1410 – Occurrence Reportingb. MAP-01 Chapters 7.5, 7.5.1, 7.5.2 and 7.5.3 – Fault Reportingc. MAP-01 Chapter 15.1.1 – Quality Occurrence Reporting |
| **RA5102 – Design and Development Responsibilities** |
| Rationale | When a contractor is appointed as a Co-ordinating / Design Organization it is essential that his responsibilities for design and development of contracted aircraft, weapons, electronics and associated materiel are such that the design of the resultant materiel is clearly certified against the contract specification |
| Regulation 5102(1) | A contractor when appointed as a Co-ordinating Design Organization for a system or equipment, shall fulfil the stated requirements of a Design Organization or Co-ordinating Design Organization. |
| Acceptable Means of Compliance 5102(1) | When a contractor is appointed Design Organization or Co-ordinating DesignOrganization, his responsibilities to the MOD should include:a. Design of the materiel, including all necessary development and testing,to the requirements of the contract specification.b. Preparation, updating and custody of specifications, drawings and otherdata associated with the design of the materiel.c. Preparation, collection, analysis and maintenance of data comprisingevidence of design and system safety in accordance with a SafetyManagement Plan agreed with the PTL.d. Submission of reports, as required, on progress of the work.e. Preparing an appropriate certificate of design and its submission for MODacceptance (See RA 5103).f. Ensuring that the design will be suitable for production in facilities agreedbetween the contractor and MOD.g. Design of packaging as required for the materiel.h. Preparation of, or supply of information for, the necessary technicalpublications.i. Collaboration with the relevant PT and it’s agencies in the preparationand provision of information for maintenance of the materiel.j. Post design services |
| Regulation 5102(2) | The contractor shall be responsible to the MOD for his subcontractor's work |
| Acceptable Means of Compliance 5102(2) | Nomination of a sub-contractor as a Design Organization should not relieve the contractor of his responsibilities. The contractor should make such arrangements with his sub-contractors, and they with theirs as will ensure that the sub-contracted materiel is satisfactory and that the relevant procedures of the 5000 series of RAs are followed. In particular, the contractor should:a. Provide and maintain adequate specifications for sub-contracted materiel,delegate authority as appropriate for the detailed design of the materiel andagree the arrangements for preparation, updating and custody of drawings and other design records, and for design acceptance.b. Satisfy himself that the design and testing of sub-contracted materiel areadequate for the proposed application.c. Obtain from sub-contractors nominated as Design Organizations inaccordance with RA 5101, a Certificate of Design that the materiel complies with the specification, and confirm in writing to the sub-contractor his acceptance of the certification. |
| Regulation 5102(3) | Before a contractor places a sub-contract for any significant design or development work he shall notify the TAA of the name of the sub-contractor, the nature of the work and the technical requirements |
| Acceptable Means of Compliance 5102(3) | When a sub-contractor is not design approved the contractor should either incorporate the design of the sub-contracted items (other than standard parts) in his own drawings or should ensure that his sub-contractor follows the relevant procedures of the 5000 series regulations |
| Regulation 5102(4) | The Contractor shall only alter the design of Government Furnished Assets (GFA) with the authority of the MOD. |
| Acceptable Means of Compliance 5102(4) | If the contractor has any doubt about the design suitability of any item, or hasproposals for design changes, he should advise the MOD at the earliest opportunity, preferably at the time of agreement of the specification for the main item of materiel.The contractor should ensure that the design of the installation using GFA is inaccordance with the specific requirements of such equipments |
| Regulation 5102(5) | As necessary, during the design, development, construction and testing of materiel the contractor shall make available to MOD drawings, design data, calculations and reports of important tests, such as wind tunnel, structural, safety, functioning or flight tests, so that questions which may affect the safety or performance of the completed project may be discussed at an early stage |
| Acceptable Means of Compliance 5102(5) | Adequate arrangements should be made for significant tests to be witnessed by appropriate MOD representatives |

Schedule 6 - Contractor’s Commercially Sensitive Information Form

(i.a.w Condition A14)

|  |
| --- |
| Contract No: FAST/00098  |
| Description of Contractor’s Commercially Sensitive Information:NONE  |
| Cross Reference(s) to location of sensitive information:NONE  |
| Explanation of Sensitivity:NONE  |
| Details of potential harm resulting from disclosure:NONE  |
| Period of Confidence (if applicable): NOT APPLICABLE |
| Contact Details for Transparency / Freedom of Information matters:Name: [REDCATED INFORMATION – PERSONEL]Position: [REDCATED INFORMATION – PERSONEL]Address: [REDCATED INFORMATION – PERSONEL]Telephone Number: [REDCATED INFORMATION – PERSONEL]Email Address: [REDCATED INFORMATION – PERSONEL] |

**Schedule 7 Acceptance Procedure (i.a.w. condition J8) for Contract No: FAST/00098**

In accordance with the Statement of Requirement, items should be returned following maintenance with the necessary paperwork completed: MOD FORM F761A - Engine Overhaul/Investigation Report detailing the work done, ground testing and output power and power curve; F731 Equipment conditioning Label; MOD FORM F749/735A Equipment Log/Record card. Failure to comply with the Statement of Requirement will result in the Rejection of the deliverables within 20 calendar days of delivery.

**Schedule 8 - Hazardous Articles, Materials or Substances Supplied under the Contract: Data Requirements**

**Hazardous Articles, Materials or Substances**

**Statement by the Contractor**

Contract No: FAST/00098

Contract Title: BBMF: RECONDITION & REPAIR OF GYPSY MAJOR MK8 ENGINES FOR CHIPMUNK AIRCRAFT AND SUPPLY OF COMPONENTS & POST DESING SERVICES

Contractor: CFS [REDCATED INFORMATION – PERSONEL]

Date of Contract: 07/09/2015

\* To the best of our knowledge there are no hazardous Articles, materials or substances to be supplied. [x]

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty:N/A) attached in accordance with condition J3.

Contractor’s Signature:

Name: [REDCATED INFORMATION – PERSONEL]

Job Title: [REDCATED INFORMATION – PERSONEL]

Date: 24/07/2015

\* check box (☒) as appropriate

To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)

Defence Safety and Environment Authority (DSEA)

Movement Transport Safety Regulator (MTSR)

Hazel Building Level 1, #H019

MOD Abbey Wood (North)

Bristol BS34 8QW

**Schedule 9 - Contract Data Requirement**

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT/Contract NumberFAST/00098 | 2. CDR Number1 | 3. Data CategoryManufacture | 4. Contract Delivery DateTBD |
| 5. Equipment/Equipment Subsystem DescriptionBBMF Gypsy Major MJ8 engine assemblies and associated engine components | 6. General Description of Data DeliverableAny drawings, modification proposals, procedures, processes or information generated as a result of any tasking placed under cover of the contract |
| 7. Purpose for which data is requiredTo support the enduring requirement to maintain the Gypsy Major MJ8 engines installed on the BBMF Chipmunk aircraft to meet the rolling plus 20 year Out of Service Date (OSD) | 8. Intellectual Property Rightsa. Applicable DEFCONsDEFCON 15DEFCON 21b. Special IP ConditionsA copy of any data generated is to be provided to the Authority to be retained by the BBMF for possible future use |
| 9. Update/Further Submission RequirementsTBD |
| 10. Medium of DeliveryPaper and electronic | 11. Number of CopiesOne paper copy |

|  |  |  |  |
| --- | --- | --- | --- |
| 1. ITT/Contract NumberFAST/00098 | 2. CDR Number2 | 3. Data CategoryMaintenance/Repair/Reconditioning | 4. Contract Delivery DateTBD |
| 5. Equipment/Equipment Subsystem DescriptionBBMF Gypsy Major MJ8 engine assemblies and associated engine components | 6. General Description of Data DeliverableAny drawings, modification proposals, procedures, processes or information generated as a result of any tasking placed under cover of the contract |
| 7. Purpose for which data is requiredTo support the enduring requirement to maintain the Gypsy Major MJ8 engines installed on the BBMF Chipmunk aircraft to meet the rolling plus 20 year Out of Service Date (OSD) | 8. Intellectual Property Rightsa. Applicable DEFCONsDEFCON 16DEFCON 21b. Special IP ConditionsA copy of any data generated is to be provided to the Authority to be retained by the BBMF for possible future use |
| 9. Update/Further Submission RequirementsTBD |
| 10. Medium of DeliveryPaper and electronic | 11. Number of CopiesOne paper copy |

**Schedule 10 – Task Authorisation Form – FAST/00098**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |
| **UIN** | **F5476F** |  | **Serial No.** |  |  | **TAF No.**  |  |  | **A** |
|  |  |  |  |  |  |  |  |  |  |
| **Total Firm Price**  |  **£ -**  |  |  |  | **Raised by**  | **IPT** | **Co. X** |
|  |  |  |  |  |  | **Date raised**  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Part 1 - Task Summary** |  |  |  |  |  |  |  |
|  |   |  |  |  |  |  |  |  |  |
| **Description of work** |  |   |  **Repair / Reconditioning / Refurbishment**  | ***\*Delete as applicable*** |
|  |   |  |  |  |  |   |   |   |   |
|   |  |  |  |  |  |  |  |  |   |
| **Fault** |  |  |  |  |  |  |  |  |   |
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|   |  |  |  |  |  |  |  |  |   |
|   |   |   |   |   |   |   | Labour Rate |   |   |
|   |  |  | Engineer hours |  | @ |   |  |  £ -  |
|   |  |  | Production hours |  | @ |   |  |  £ -  |
|   |  |  | Supervisor hours |  | @ |   |  |  £ -  |
|   |  |  | Administration hours |  | @ |   |  |  £ -  |
|   |  |  | Supplier Costs \* see attached |  |   |  |  £ -  |
|   |   |   |   |   |  | **Total Firm Price** |  |  £ -  |
|  |  |  |  |  |  |  |  |  |  |
| **Signed on behalf of Contractor**  |  |  |  | **Position**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| **Date Submitted**  |  |  |  |  | **Job Card No.**  |  |  |
| **Date Auth Rec'd**  |   |   |  |  | **Date Complete** |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **Part 2 - Project Manager's Authorisation** |  |  |  |  |  |  |
| I certify that the hours and material costs above are commensurate with the work involved and that the firm charging rates agreed  |
| in the Contract have been used as the basis for the Contractor's Firm Price quote. |  |  |  |  |
| The Contractor is duly authorised to carry out work agreed. |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Signed : |   |   | Post: |   |   |   | Date: |   |   |
|   |   |   |   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |
| **Part 3 - Commercial Managers Authorisation**  |  |  | Last 3 Digits |   |
| The Authority hereby agrees to pay the firm price quoted above. |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Signed : |   |   | Post: | DES FAST-Comrcl3d1 | Date: |   |   |
| Documents returned to Contractor |  | Date: |   |   |  |  |  |
|   |   |   |   |   |   |   |   |   |   |
|  |  |  |  |  |  |  |  |  |  |
| **Part 4 - Task Closure** |  |  |  |  |  |  |  |  |
| This is to confirm that the task has been completed to the satisfaction of the Project / Equipment Support Manager and payment  |
| can now be claimed in accordance with the Contract Terms and Conditions |  |  |  |  |
| Signed : |   |   | Post: |   |   |   | Date: |   |   |
|  |  |  |  |  |  |  | **TAF** |  |  |
| **Supplier Cost Breakdown**  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Materials and Components |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Part No. |  | Description | Qty | Unit Cost | Total |  |  |  |
|  |  |  |  |  | £0.00 |  £ -  |  |  |  |
|  |  |  |  |  | £0.00 |  £ -  |  |  |  |
|  |  |  |  |  | £0.00 |  £ -  |  |  |  |
|  |  |  |  |  | £0.00 |  £ -  |  |  |  |
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|  |  |  |  |  | Total  |  £ -  | c/fwd to front sheet summary |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Sub Contractor Costs |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  | Total  |  £ -  | c/fwd to front sheet summary |
|  |  |  |  |  |  |  |  |  |  |
| All original quotes are held at the Contractors premises |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| All prices are subject to VAT at the pertaining rate. |  |  |  |  |  |

**Annex A to Schedule 10 – Task Authorisation Form Guidance**

1. **TAF No** – All TAFs issued shall bear a unique serial number. The first TAF shall be numbered 001. Task categories are:

A – Initial Investigation,

B – Modification,

C - Embodiment

1. **Raised By** – IPT or Company
2. **Dated Raised**
3. **PART 1 – Task Summary** – A description of the fault and of the work required to rectify the fault, along with the Number of Working Hours and the Hourly Rate (for each level of labour) and Supplier Costs are to be completed to provide a Total Firm Price for the work carried out. The Contractor is to sign and date the Task Summary and complete the remaining details once authorisation has been confirmed by the Project Manager.

**No work shall be undertaken until the TAF has been fully authorised by the Authority**.

1. **PART 2 – Project Manager’s Authorisation** – To be completed by the Project Manager as detailed in Box 2 of DEFFORM 111 *(Appendix to Contract*) prior to commencement of task.
2. **PART 3 – Commercial Manager’s Authorisation** – To be completed by the Commercial Manager as detailed in Box 1 of DEFFORM 111 (*Appendix to Contract*) prior to commencement of task.
3. **PART 4 – Task Closure** – To be completed by the Project Manager as detailed in Box 2 of DEFFORM 111 on notification of completion of task by the Contractor.

8. **Supplier Cost Breakdown** – The Contractor is to complete this section as indicated to include a description of materials and components, the quantity and unit cost of each itemused.

 **Note – Consumable Overheads are not to be included in these costs**

9. **Sub-Contractor Costs** – Total Sub-Contractor costs are to be indicated if applicable.