



Ministry
of Defence

Contract

700003670

Provision of Aircraft Engineering Support and Airfield Services at Royal Naval Air Stations Yeolvilton and Culdrose

Contract Effective Date: 1 July 2020

Service Commencement Date: 1 January 2021

Initial Expiry Date: 31 March 2025

**Between the Secretary of State for
Defence of the United Kingdom of
Great Britain and Northern Ireland**

Team Name and Address:
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Jago Road
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And

Serco Ltd

Contractor Address:
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SCHEDULES OF CONTRACT

The following separate Schedules also accompany the Conditions of Contract that are set out in this document and should be referred to in association with these Terms and Conditions.

Schedule 1 – Definitions

Schedule 2 – Statement of Requirements

Schedule 3 – Price and Payment

Schedule 4 – Performance

Schedule 5 – Governance

Schedule 6 – Change

Schedule 7 – Government Furnished Assets

Schedule 8 – Security

Schedule 9 – Transfer Regulations

Schedule 10 – Implementation Management

Schedule 11 – Safety Management

Schedule 12 – Risk Management

Schedule 13 – Asset Management

Schedule 14 – Quality Management

Schedule 15 – Business Management

Schedule 16 – Continuity Management

Schedule 17 – Exit Management

Schedule 18 – Insurance

Schedule 19 – Tenancy

Schedule 20 – Guarantee

1 General Conditions

1.1 The following Defence Conditions (DEFCONs) and their associated forms (DEFFORMs) shall hereby be incorporated into this Contract:

DEFCON 5J (Edn 11/16)	Unique Identifiers
DEFCON 14 (Edn 11/05)	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
DEFCON 16 (Edn 10/04)	Repair and Maintenance Information
DEFCON 23 (Edn 08/09)	Special Jigs, Tooling and Test Equipment
DEFCON 68 (Edn 02/19)	Supply of Hazard Data for Articles, Materials and Substances
DEFCON 76 (Edn 12/06)	Contractor's Personnel At Government Establishments
DEFCON 82 (Edn 11/16)	Special Procedures for Initial Spares
DEFCON 90 (Edn 11/06)	Copyright
DEFCON 129 (Edn 07/19)	Packaging (For Articles other than Munitions)
DEFCON 129J (Edn 11/16)	The Use Of The Electronic Business Delivery Form
DEFCON 507 (Edn 10/18)	Delivery
DEFCON 513 (Edn 11/16)	Value Added Tax
DEFCON 515 (Edn 02/17)	Bankruptcy and Insolvency
DEFCON 516 (Edn 04/12)	Equality
DEFCON 520 (Edn 05/18)	Corrupt Gifts and Payments of Commission
DEFCON 524 (Edn 10/98)	Rejection
DEFCON 525 (Edn 10/98)	Acceptance
DEFCON 528 (Edn 07/17)	Import and Export Licences
DEFCON 531 (Edn 11/14)	Disclosure of Information
DEFCON 532B (Edn 05/18)	Protection of Personal Data
DEFCON 534 (Edn 06/17)	Subcontracting and Prompt Payment
DEFCON 550 (Edn 02/14)	Child Labour and Employment
DEFCON 566 (Edn 12/18)	Change of Control of Contractor
DEFCON 601 (Edn 04/14)	Redundant Materiel
DEFCON 603 (Edn 10/04)	Aircraft Integration and Clearance Procedure
DEFCON 611 (Edn 02/16)	Issued Property
DEFCON 612 (Edn 10/98)	Loss Of or Damage To The Articles
DEFCON 621B (Edn 10/04)	Transport (if Contractor responsible for Transport)
DEFCON 624 (Edn 11/13)	Use of Asbestos
DEFCON 627 (Edn 12/10)	Requirement for a Certificate of Conformity
DEFCON 638 (Edn 12/16)	Flights Liability and Indemnity
DEFCON 643 (Edn 12/14)	Price Fixing (Non-Qualifying Contracts)
DEFCON 658 (Edn 10/17)	Cyber
DEFCON 659A (Edn 02/17)	Security Measures
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 670 (Edn 02/17)	Tax Compliance
DEFCON 684 (Edn 01/04)	Limitation upon Claims In Respect Of Aviation Products
DEFCON 691 (Edn 03/15)	Timber and Wood-Derived Products
DEFCON 694 (Edn 07/18)	Accounting For Property of the Authority
DEFCON 703 (Edn 08/13)	Intellectual Property Rights – Vesting In the Authority

2 Definitions and Interpretations

2.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

2.2 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and the masculine includes the feminine and vice versa;
- (b) 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.
- (c) the expression “person” means any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state or joint venture.
- (d) 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.
- (e) any reference in this Agreement which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“EU References”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred.
- (f) the heading to any Contract provision shall not affect the interpretation of that provision.
- (g) any decision, act or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by the person (or their nominated deputy) authorised in Schedule 5 Annex A (Contract Data Sheet) to take or do that decision, act, or thing on behalf of the Authority.
- (h) unless excluded within the Terms & Conditions of the Contract or required by law, references to submission of documents in writing shall include electronic submission.
- (i) unless otherwise provided and save for references in Annexes B and C to Schedule 8 (Security), Schedule 9 (Transfer Regulations) and Schedule 20 (Guarantee), references to clauses and Schedules are references to the clauses and schedules of this Agreement and references in any Schedule to paragraphs, parts and annexes are, unless otherwise provided, references to the paragraphs, parts and

annexes of the Schedule or the Part of the Schedule in which the references appear.

(j) references to this Agreement are references to this Agreement as amended from time to time.

2.3 Where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Contractor shall notify the Authority and the Parties shall update this Agreement with a reference to the replacement hyperlink.

2.4 The Schedules and their Annexes form part of this Agreement.

2.5 In entering into this Agreement the Authority is acting as part of the Crown.

3 Precedence

3.1 If there is any conflict between the Clauses and the Schedules and/or any Annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Terms & Conditions and Schedule 1 (Definitions).
- (b) Schedule 2 (Statement of Requirements) and its Annexes.
- (c) Schedule 3 (Price and Payment), Schedule 4 (Performance) and Schedule 5 (Governance) and their Annexes.
- (d) any other Schedules and their Annexes (excluding the Annexes to Schedules 10 through 17, which consist only of the Contractor Management Plans).
- (e) the Contractor Management Plans which have been incorporated as Annexes to Schedules 10 through 17.
- (f) any other documents expressly referred to in the Contract.

3.2 If either Party becomes aware of any inconsistency within or between the documents referred to in clause 3.1 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 3.1. 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 clause 38 (Disputes).

4 Governing Law

4.1 This Agreement and any issues, disputes or claims (whether contractual or noncontractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

4.2 Subject to clause 38 (Disputes) (including the Authority's right to refer the dispute to arbitration), the Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

5 Rights & Remedies

5.1 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

6 Entire Agreement

6.1 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.

7 Severability

7.1 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.

8 Third Party Rights

8.1 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.

9 Due Diligence

9.1 The Contractor acknowledges that:

- (a) the Authority has delivered or made available to the Contractor all of the information and documents that the Contractor considers necessary or relevant for the performance of its obligations under this Agreement.
- (b) it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information.
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Effective Date) of all relevant details relating to:
 - (i) the Authority requirements;
 - (ii) the suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Effective Date) future Operating Environment;
 - (iii) the operating processes and procedures and the working methods of the Authority;

- (iv) the ownership, functionality, capacity, condition and suitability for use in the Services of the Authority assets;
 - (v) the existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Contractor under this Agreement and/or which the Contractor will require the benefit of for the provision of the Services.
- (d) it has advised the Authority in writing of:
- (i) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - (ii) the actions needed to remedy each such unsuitable aspect; and
 - (iii) a timetable for and, to the extent that such costs are to be payable to the Contractor, the costs of those actions, and such actions, timetable and costs are fully reflected in this Agreement, including the Services description and/or Authority responsibilities as applicable.

9.2 The Contractor shall not be excused from the performance of any of its obligations under this Agreement on the grounds of, nor, shall the Contractor be entitled to recover any additional costs or charges, arising as a result of:

- (a) any unsuitable aspects of the Operating Environment;
- (b) any misinterpretation of the Authority requirements; and/or
- (c) any failure by the Contractor to satisfy itself as to the accuracy and/or adequacy of the Due Diligence information.

10 Cooperation During Contract

10.1 Each Party agrees to co-operate, at its own cost, with the other Party in the fulfilment of the purposes and intent of this Contract. Neither Party shall be under any obligation to perform any of the other Party's obligations under this Contract.

10.2 Each Party shall, in fulfilling their obligations under this Contract, take all reasonable steps to preserve the reputation and good name of the other Party.

10.3 The Authority undertakes to the Contractor that it shall not, except insofar as it is exercising any entitlement provided in this Contract, wilfully or materially impede the Contractor in the performance of its obligations under this Contract (having regard always to the interactive nature of the activities of the Authority and of the Contractor and to any operation or activities carried out by the Authority on or at the Establishments for the purposes contemplated by this Contract or any other of the Authority's legal duties or other functions).

11 Warranties

11.1 The Contractor warrants and represents, that:

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

- (b) it is validly incorporated and registered at Companies House;
- (c) 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;
- (d) as at the Effective Date of Contract no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Contractor, threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer in relation to any of its assets or revenues;
- (e) 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;
- (f) it shall comply with all applicable Legislation, whether specifically referenced in this Contract or not;
- (g) there has not and nor will there be, any infringement or alleged infringement of any third party's Intellectual Property Rights in accordance with the Project by the Contractor;
- (h) it shall not cease to be resident in the United Kingdom or sell, transfer, lend or dispose of (other than by way of security) in whole, or in part, its undertaking, business or trade outside the United Kingdom;
- (i) it shall comply with Establishment Orders.

11.2 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.

12 Duration

12.1 This Contract shall come into effect on the Effective Date.

12.2 This rights and obligations of the Parties to this Contract shall take effect on the Effective Date and shall continue for the remainder of the Contract Term.

12.3 The Contractor shall deliver the Services from the Service Commencement Date.

12.4 This Contract shall expire on the Initial Expiry Date, unless:

- (a) the Authority elects to invoke the Option Period in accordance with clause 12.5, in which case it shall expire on the Final Expiry Date, or
- (c) the Contract has been terminated at an earlier date in accordance with the Law or clauses 56 to 60 of this Contract, the Termination Date.

12.5 If the Authority requires the Contractor to continue to deliver the Services after the Initial Expiry Date, the Authority shall give the Contractor no less than six (6) months prior notice in writing, confirming that the Services are to be provided for an additional period of up to twelve (12) months. The Contract shall then continue on the existing terms up to the Final Expiry Date and payment shall be made in accordance with the Firm Prices set out in Schedule 3 (Price and Payment). If the Authority elects to take up less than twelve (12) months of the available Option Period, payment shall be made at a pro-rata rate.

12.6 Where Schedule 2 (Statement of Requirements) indicates that any specific Services shall only be provided for part of the Contract Term, provision of those Services shall cease automatically on the Service End Date unless they have been terminated earlier in accordance with the provisions of this Contract or been extended by way of a Contract Change.

12.7 The Authority reserves the right to remove any entire section from Schedule 2 (Statement of Requirements) from the following Break Points or anytime thereafter:

- (a) Section 1 Support to Merlin Helicopter Force (MHF) at Royal Naval Air Station Culdrose – 31 March 2023;
- (b) Section 2 Support to Wildcat Maritime Force (WMF) at Royal Naval Air Station Yeovilton – 31 March 2022;
- (c) Section 7 Aviation Support Services to 736 Naval Air Squadron at Royal Naval Air Station Culdrose (subject to inclusion at Contract Award) – 30 September 2021;
- (d) Section 8a Flying Training at Royal Naval Air Station Culdrose (non-Air Warfare Course (Merlin) (non-AWaC(M)) (subject to inclusion at Contract Award) – 31 March 2023;
- (e) Section 8b-d Flying Training at Royal Naval Air Station Culdrose (AWaC(M)) – 31 March 2023;
- (f) Section 9 Support to Commando Helicopter Force (CHF) at Royal Naval Air Station Yeovilton (subject to inclusion at Contract Award) – 31 March 2023;

Where any section is removed in its entirety, this shall be done in accordance with Schedule 6 (Change) and the Authority shall give the Contractor no less than thirty (30) days prior notice in writing, confirming that the Services are no longer to be provided.

12.8 Where the Contractor will no longer be required to provide any part of the Services, in accordance with Schedule 2 (Statement of Requirements) or any relevant Contract Change, any such Service shall cease automatically on the stated Service End Date.

13 Implementation

13.1 The Implementation Period shall commence on the Effective Date. In the period between the Effective Date and the Service Commencement Date, the Contractor shall carry out all the activities required to assume responsibility for the delivery of the Services in

accordance with the Implementation Plan set out in Schedule 10 (Implementation Management).

13.2 When executing the Implementation Plan, the Contractor shall:

- (a) take all reasonable steps to avoid disruption of activities being provided by the previous contractor and the Authority. Where disruption is necessary, the Contractor shall notify the Authority prior to that action to gain approval;
- (b) notify the Authority of any requested changes to the Implementation Programme;
- (c) notify the Authority as soon as it becomes aware that there is, or there is likely to be, any delay.
- (d) use all reasonable endeavours to eliminate or mitigate the consequences of any delay or anticipated delay.

13.3 If requested, the Contractor shall provide a Guarantee in the form set out in Schedule 20 (Guarantee) and evidence of holding Full List X Status by the Service Commencement Date.

13.4 The Authority shall liaise with the Contractor during the Implementation Period to ensure that any necessary actions are undertaken in relation to the United States International Traffic in Arms Regulations (ITAR).

13.5 The Authority shall be entitled, by written notice to the Contractor, to waive any of the Implementation Activities in whole or in part.

13.6 The Authority shall be responsible for certifying compliance with the Implementation Plan by conducting Acceptance Tests in accordance with Schedule 10 (Implementation Management).

13.7 This Agreement shall not become effective until the following condition has been satisfied:

- (a) the Contractor and any employing Sub-Contractor enter into an Admission Agreement in the form set out in Schedule 9 (Transfer Regulations) Annex A.

13.8 The Implementation Activities shall be completed within the Implementation Period. If any of the Implementation Activities have not been satisfied or waived on or before the Service Commencement Date this Contract may be terminated from such date and no payment will be due by the Authority for any Services provided by the Contractor and such failure shall be deemed to be a Contractor Default.

13.9 Each Party shall bear its own costs of compliance with the Implementation Activities.

14 Provision of Services

14.1 The Contractor shall deliver the Services from the Service Commencement Date and thereafter throughout the Contract Term, in accordance with Schedule 2 (Statement of Requirements) and the provisions of this Contract.

14.2 The Contractor shall perform its obligations under this Agreement, including in relation to the supply of the Services in accordance with:

- (a) all applicable Law;
- (b) MAA policy, guidance and standards;
- (c) MAOS approvals;
- (d) BFCV Operators Licence;
- (e) Controlled Technology Authorisations including but not limited to the United States International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR);
- (f) Good Industry Practice;
- (g) the Standards;
- (h) the Baseline Security Requirements;
- (i) the Authority's operations on the Establishments; and
- (j) the Contractor's own Contractor Management Plans and established procedures and practices, to the extent the same do not conflict with the requirements of clauses 14.2a to 14.2j.

14.3 The Contractor shall:

- (a) deliver the Services in an efficient, effective manner so as to provide maximum value for money for the Authority;
- (b) at all times allocate sufficient resources with the appropriate technical expertise to provide the Services in accordance with this Agreement;
- (c) obtain, and maintain throughout the duration of this Agreement, all the consents, approvals, licences and permissions (statutory, regulatory contractual or otherwise) it may require and which are necessary for the provision of the Services;
- (d) continue to have all necessary rights in and to the Licensed Software, the Third Party IPRs, the Contractor Background IPRs and any other materials made available by the Contractor (and/or any Sub-contractor) to the Authority which are necessary for the performance of the Contractor's obligations under this Agreement and/or the receipt of the Services by the Authority;
- (e) minimise any disruption to the Services, the IT Environment and/or the Authority's operations when carrying out its obligations under this Agreement;
- (f) ensure that any Documentation and training provided by the Contractor to the Authority are comprehensive, accurate and prepared in accordance with Good Industry Practice;
- (g) co-operate with the Other Contractors and provide reasonable information (including any Documentation), advice and assistance in connection with the Services to any Other Contractor to enable such Other Contractor to create and maintain technical or organisational interfaces with the Services and, on the expiry or termination of this Agreement for any reason, to enable the timely transition of the Services (or any of them) to the Authority and/or to any Follow-On Contractor;

(h) to the extent it is legally able to do so, hold on trust for the sole benefit of the Authority, all warranties and indemnities provided by third parties or any Sub-Contractor in respect of the Services and, where any such warranties are held on trust, at its cost enforce such warranties in accordance with any reasonable directions that the Authority may notify from time to time to the Contractor;

(i) unless it is unable to do so, assign to the Authority on the Authority's written request and at the cost of the Contractor any such warranties and/or indemnities as are referred to in clause 14.3h;

(j) provide the Authority with such assistance as the Authority may reasonably require during the Contract Term in respect of the supply of the Services;

(k) gather, collate and provide such information and co-operation as the Authority may reasonably request for the purposes of ascertaining the Contractor's compliance with its obligations under this Agreement;

(l) notify the Authority in writing as soon as reasonably possible and in any event within one (1) month of any change of control taking place;

(m) notify the Authority in writing within ten (10) Business Days of their occurrence, of any actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might affect its ability to perform its obligations under this Agreement;

(n) ensure that neither it, nor any of its Affiliates, embarrasses the Authority or otherwise brings the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Contractor's obligations under this Agreement; and

(o) manage closure or termination of Services and end of life of goods to take account of the Authority's disposal requirements, including recycling and scope for re-use, and all applicable Standards.

14.4 The Contractor shall continue to perform all of its obligations under this Agreement and shall not suspend the supply of the Services, notwithstanding:

(a) any Retention or Deduction of the payment by the Authority pursuant to clause 54 (Failure of Performance);

(b) the existence of an unresolved Dispute; and/or

(c) any failure by the Authority to pay any Monthly Payment, unless the Contractor is entitled to terminate this Agreement for failure to pay undisputed payment.

14.5 An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that all Sub-Contractors and Contractor Personnel also do, or refrain from doing, such act or thing.

14.6 Without prejudice to any other rights and remedies of the Authority howsoever arising, the Contractor shall:

- (a) remedy any breach of its obligations in clauses 14.3c to 14.3e within three (3) Business Days of becoming aware of the breach or being notified of the breach by the Authority where practicable or within such other time period as may be agreed with the Authority (taking into account the nature of the breach that has occurred);
- (b) remedy any breach of its obligations in clause 14.3b and clauses 14.3f to 14.3k within twenty (20) Business Days of becoming aware of the breach or being notified of the breach by the Authority; and
- (c) meet all the costs of, and incidental to, the performance of such remedial work, and any failure of the Contractor to comply with its obligations under clause 14.6a or 14.6b within the specified or agreed timeframe shall constitute a notifiable Default.

14.7 The Contractor shall ensure that:

- (a) the Services:
 - (i) comply in all respects with the Services description; and
 - (ii) are supplied in accordance with the Contractor solution and the provisions of this Agreement; and
- (b) where:
 - (i) the Services to be provided from any Service Commencement Date are similar to services that the Authority was receiving immediately prior to that Service Commencement Date (such similar services being preceding Services); and
 - (ii) the standard and level of service received by the Authority in respect of any of the preceding Services in the twelve (12) month period immediately prior to that Service Commencement Date have been disclosed to the Contractor in the Due Diligence Information (such preceding services being "Relevant Preceding Services"),

the Services to be provided from the relevant Service Commencement Date that are similar to the Relevant Preceding Services are in each case provided to a standard and level of service which is at least as good as the standard and level of service received by the Authority in respect of the relevant preceding Services in the twelve (12) month period immediately prior to the relevant Service Commencement Date.

14.8 The Authority may direct the Contractor to provide all or part of the Optional Services by giving notice to the Contractor in writing. The Contractor acknowledges that the Authority is not obliged to take any Optional Services from the Contractor and that nothing shall prevent the Authority from receiving services that are the same as or similar to the Optional Services from any third party.

14.9 Following receipt of the Authority's notice pursuant to clause 14.8:

- (a) the Parties shall document the inclusion of the relevant Optional Services within the Services in accordance with the Contract Change procedure set out in Schedule 6 (Change), modified to reflect the fact that the terms and conditions on which the Contractor shall provide the relevant Optional Services have already been agreed;

(b) the Contractor shall, from the date agreed, provide the relevant Optional Services.

15 Supply of Goods

15.1 Where, as part of the Services, the Contractor is to sell goods or equipment ("Goods") to the Authority:

- (a) the Contractor shall supply and, where relevant, install the goods in accordance with the relevant specification;
- (b) the Contractor shall ensure that the goods are free from material defects in design, materials and workmanship and remain so for 12 months after delivery;
- (c) the process of acceptance and rejection of Articles shall be governed by DEFCONs 525 and 524 respectively. A time limit of 30 days shall apply.

16 Price and Payment

16.1 The Contractor shall provide the Services to the Authority at the Contract Price. The Contract Price shall be calculated from the Firm Prices for each set of requirements, as stated in Schedule 3 (Price and Payment).

16.2 Payment for Services will be made by electronic transfer:

- (a) prior to submitting any claims for payment under clause 16.2b the Contractor will be required to register their details (Contractor on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool;
- (b) where the Contractor submits an invoice to the Authority in accordance with clause 16.2a, the Authority will consider and verify that invoice in a timely fashion;
- (c) the Authority shall pay the Contractor any sums due under such an invoice no later than a period of thirty (30) days from the date on which the Authority has determined that the invoice is valid and undisputed;
- (d) where the Authority fails to comply with clause 16.2a and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 16.2c after a reasonable time has passed;
- (e) the approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract;
- (f) without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

16.3 Where the Authority requires the Contractor to provide Services for additional hours that are outside of those specified in Schedule 2 (Statement of Requirements) but where the additional Services to be provided do not require a Contract Change, any such additional hours provided by the Contractor shall be charged in accordance with the Additional Hours rates detailed in Schedule 3 (Price and Payment). All requests for Additional Hours,

including the nature of the Services, volume and grade, must be approved in writing by the Designated Officers Representative.

16.4 Where a Performance Indicator has not been met, the Authority retains the right to exercise a Retention or Deduction from any payment, in accordance with Schedule 3 (Price and Payment) and Schedule 4 (Performance).

16.5 Subject to condition 16.1 the Contract Price shall be inclusive of any UK customs and excise or other duty payable. The Contractor shall not make any claim for drawback of UK import duty on any part of the Services supplied which may be for shipment outside of the UK.

16.6 Prices included in the Contract shall be in GBP (£ Sterling) and exclusive of UK Value Added Tax. If appropriate, UK VAT will be applied when payment is made.

16.7 The Parties agree to the principle of Presumed Inclusion, whereby:

- (a) all activities, task, materials and services necessary to deliver the Services are deemed to be included within the Contract and are the responsibility of the Contractor;
- (b) in respect of the Contract Price, the principle of Presumed Inclusion shall be interpreted that all costs associated with the performance of the Services and the Contractor's obligations under this Contract are deemed to be included in the Contract Price unless expressly stated otherwise within the Contract.

Accordingly, no amendment to the Contract Price shall be made other than in relation to an express exclusion from the Contract or an obligation of the Authority or third Party.

17 Electronic Procurement Card

17.1 The Contractor is permitted to use the Authority's Government/Electronic Payment Card (GPC/ePC) to obtain stores and services that are the Authority's responsibility to supply that are either not available or, not available in the timeframe required, from the Authority's normal channels. Any purchasing action undertaken by the Contractor in this way shall be subject to the Authority's Low Value Purchasing Regulations JSP 332.

17.2 The Contractor shall ensure that where the GPC/ePC is issued to any of their employees, their contracts of employment are amended to reflect their use of the GPC/ePC. The Contractor shall also ensure that their staffs are made aware that they are only authorised to use the Authority's GPC/ePC in accordance with the personal financial and commercial delegation letters that will be issued to them by the Authority.

17.3 Any Contractor GPC/ePC cardholder shall attend the GPC/ePC cardholder training, which in most instances will comprise a computer based training course and which will be made available on site via the Authority's GPC/ePC Manager.

17.4 Any GPC/ePC cardholder shall comply with the Authority's verification and reconciliation procedures detailed in the GPC/ePC cardholder training course. All GPC/ePC transactions will be subject to retrospective financial scrutiny by the Authority in accordance with clause 17.5.

17.5 All records and individual purchases are to be retained for a period of two years (from the date of final payment) and are to be made available for financial and requirement scrutiny by the Authority.

17.6 Under no circumstances shall the GPC/ePC be used to procure items that are the Contractor's responsibility to supply under the terms of this or any other MOD contract.

17.7 The Contractor shall indemnify the Authority against misuse of the Authority's GPC/ePC by any of its employees.

18 Open Book

18.1 The Contractor shall operate a system of open book accounting which identifies complete and accurate financial information and is sufficient to enable the Authority to verify the charges already paid or payable and forecast to be paid during the remainder of the Contract Term and shall make such information available to the Authority, if requested, having been given reasonable notice. This information shall include, but not necessarily be limited to;

- (a) costs broken down against each Service;
- (b) manpower resources broken down into the number and grade/role of all Contractor Personnel;
- (c) operating expenditure relating to the provision of the Services;
- (d) reimbursable expenses;
- (e) overheads; and
- (f) payments to sub-contractors.

18.2 The Contractor is to ensure that all financial information provided by the Contractor to the Authority or its authorised representatives is certified as being complete and accurate by the company secretary or financial director of the Contractor.

18.3 The National Audit Office or its representatives may examine such records as it or they may reasonably require and may require the Contractor to produce such oral or written explanations as it considers necessary.

19 Fraud

19.1 The Contractor warrants that in entering the Contract it has not committed any Fraud and has a robust fraud prevention and ethics policy which concurs with the Authority's zero tolerance regime with regard to fraud and theft.

19.2 The Contractor shall ensure that its supply chain is under equivalent contractual obligations as are set out in this clause 19 and shall take all practicable steps to prevent Fraud or the risk of fraud arising and shall disclose the relevant provisions within the supply chain Contracts upon request by the Authority.

19.3 The Contractor shall keep and maintain all relevant records, invoices, approvals, notes, minutes of meetings and all such other original documents as may be required to verify work carried out by the Contractor and its supply chain so that they may be provided upon request by the Authority.

19.4 Without prejudice to DEFCON 531 dealing with Disclosure of Information, the Contractor shall immediately report to the Authority any circumstances giving rise to Fraud within its own organisation, that of its supply chain or the Authority or otherwise in relation to

the Contract and shall provide all such relevant information which may assist the Authority in dealing with such report efficiently and effectively.

19.5 The Contractor shall immediately report to the Authority any act or omission, whether fraudulent, inadvertent or accidental which has resulted or could result in the Authority being charged for work and/or services which have not been carried out.

19.6 Where the Authority in its sole discretion determines that the Contractor has committed Fraud then it shall be entitled to, by written notice, terminate the Contract. Where the Authority in its sole discretion determines that any Sub-Contractor has committed fraud it shall be entitled, by written notice to require that the Contractor remove any such Sub-Contractor forthwith from the supply chain from the Contract in which case the Contractor shall fully comply with the Authority.

19.7 The Contractor shall fully co-operate and comply with any investigations and enquiries initiated by the Authority, the Defence Fraud Unit, the National Audit Office, the Police, or any other organisation identified by the Authority and/or any organisation acting on behalf of any of them. The Contractor shall ensure that its supply chain shall comply with identical conditions to be included within the supply chain contracts, extracts of which are to be provided upon request by the Authority.

19.8 The Authority shall be entitled to set-off, deduct, abate or recover as a debt against the Contractor all monies and losses howsoever arising in connection with or sustained as a consequence of fraud including all associated investigation costs.

19.9 Any fraud related actions under this clause 19 may be brought by the Authority or such other appropriate body by civil or criminal proceedings. Such proceedings shall be brought in the English courts unless the parties otherwise agree.

20 Variation of Services

20.1 Due to the nature of the services to be provided under the Contract, it is recognised by the Parties that changes to the Services and/or anticipated throughput can occur throughout the Contract Term. It is a fundamental principle of this Contract that the Contractor is flexible, adaptable and capable to support change at all times.

20.2 The Authority may alter Schedule 2 (Statement of Requirements) during the Contract Term, in accordance with Schedule 6 (Change). This may include the removal of some Services.

21 Change

21.1 Any requirement for a change to the Contract shall be made in accordance with Schedule 6 (Change).

21.2 All amendments to this Contract shall be serially numbered, issued in writing by the Authority's Representative, and agreed by both Parties.

21.3 For the avoidance of doubt, the Contractor acknowledges and agrees that the Authority may issue a Change Request in accordance with Schedule 6 (Change) in order that the Authority may:

- (a) itself perform any services similar to the Services;
- (b) contract with any third party to perform any services similar to the Services;

- (c) adjust the Services to accommodate changes to Authority or Government policy.

21.4 Until such time as a change is made in accordance with Schedule 6 (Change), the Authority and the Contractor shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its existing Terms.

21.5 Any discussions which may take place between the Authority and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.

21.6 Any work undertaken by the Contractor and the Contractor's Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions Schedule 6 (Change), shall be undertaken entirely at the expense and liability of the Contractor.

21.7 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms and conditions of this Agreement nor be entitled to an increase in the Charges as the result of:

- (a) a General Change in Law; or
- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Effective Date.

21.8 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause 21.7b), the Contractor shall:

- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including:
 - (i) whether any Change is required to the Services, the Contract Price or this Contract; and
 - (ii) whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve a milestone and/or to meet the Performance Levels; and
- (b) provide the Authority with evidence:
 - (i) that the Contractor has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors;
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.

22 Contract Governance

22.1 The Parties shall comply with the provisions of Schedule 5 (Governance) in relation to the management and governance of this Contract.

22.2 Each Party shall have a representative for the duration of this Agreement who shall have the authority to act on behalf of their respective Party on the matters set out in, or in connection with, this Contract.

22.3 The Authority may, by written notice to the Contractor, revoke or amend the authority of the Authority Representative or appoint a new Authority Representative.

22.4 Any change to the Contractor Representative shall be agreed in accordance with clause 43 (Contractor Personnel).

22.5 The Contractor shall manage the Services in accordance with Schedule 2 (Statement of Requirements) and its Contractor Management Plans in Schedules 10 through 17.

22.6 The Contractor shall be solely responsible for any discrepancies, errors or omissions in the Contractor Management Plans and any failure of the Contractor Management Plans to comply with the Authority's Statement of Requirements, notwithstanding that the Contractor Management Plans have been seen or acknowledged by the Authority or approved or not objected to or commented on by the Authority.

22.7 The Contractor shall attend Progress Meetings at the frequency or times specified in Schedule 5 (Governance) and shall ensure that its Contractor Representatives are suitably qualified to attend such meetings.

22.8 The Contractor shall submit Progress Reports to the Authority Representatives at the times and in the format specified in Schedule 5 (Governance). The Contractor shall also assist in the production and provision of any other reports that the Authority could reasonably request.

22.9 The Contractor acknowledges that good communication between Contractor Personnel and the Authority is key in delivery of the Services and shall ensure that their personnel understand this and that communications are carried out in an effective manner.

23 Notices

23.1 A Notice served under the Contract shall be:

- (a) in writing in the English Language;
- (b) authenticated by signature or such other method as may be agreed between the Parties;
- (c) sent for the attention of the other Party's Representative;
- (d) marked with the number of the Contract; and
- (e) delivered by hand, post or by electronic mail.

24 Performance

24.1 The Contractor shall:

- (a) provide the Services in such a manner so as to meet or exceed Satisfactory Performance for each Performance Indicator, in accordance with Schedule 4 (Performance), and
- (b) comply with the provisions of Schedule 4 (Performance) and Schedule 5 (Governance) in relation to the monitoring and reporting on its performance against the Performance Indicators.

24.2 Where the Contractor fails to meet the required level of performance, any rectification measures and any appropriate payment Retentions or Deductions will be managed in accordance with clause 54 (Failure of Performance) and Schedule 4 (Performance).

24.3 If Schedule 2 (Statement of Requirements) is amended at any time, the existing Performance Indicators and Key Performance Indicators will be reviewed by the Authority to determine if they remain appropriate. Any changes will be made in accordance with Schedule 6 (Change).

24.4 The Authority may at all reasonable times, observe, inspect and satisfy itself as to the adequacy of the Contractor's monitoring of performance pursuant to Schedule 4 (Performance), including carrying out sample checks and any other auditing required.

25 Quality

25.1 The Contractor shall deliver Services in accordance with the AESAS Quality Management System (QMS) in Schedule 14 (Quality Management) and its Deliverable Quality Plan and Total Quality Management System (TQMS) in Annexes A and B to Schedule 14 (Quality Management).

25.2 The Contractor shall submit the Deliverable Quality Plan and TQMS as defined in AQAP 2105 (NATO Requirements for the Deliverable Quality Plans) to the Authority in accordance with the Contract.

25.3 When agreed by the Authority, the Deliverable Quality Plan and TQMS shall be incorporated into the Contract. Notwithstanding that the Deliverable Quality Plan and TQMS will have been seen and agreed by the Authority, the Contractor shall be solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan and TQMS.

25.4 The Parties shall comply with their respective obligations set out in the following DEFSTANs:

(a) DEFSTAN 05-61 Quality Assurance Procedural Requirements – Part 1 (Issue 5) Concessions, Part 4 (Issue 3 reprinted January 2011 incorporating Amendment No 1) Contractors Working Parties for Aeronautical Equipment's, Part 9 (Issue 4) Independent Inspection Requirements for Safety Critical Items;

(b) DEFSTAN 05-99 (Issue 4 dated 23 December 2010) Managing Government Furnished Equipment in Industry. Parties shall comply with all subsequent editions or superseding standards;

(c) MAA Regulatory Article 4814 (MAP-01 Chapters 7.5 and 15.1.1) and MAA Regulatory Article 4810 which in part replaces DEFSTAN 05-123 (Issue 2 Part 4 Section 4) Fault reporting and Investigation;

(d) DEFSTAN 00-970 (Design and Airworthiness Requirements for Service Aircraft) where relevant and DEFSTAN 05-123 Chapter 201 (interchangeability);

(e) MAA Regulatory Article 4800 Series (MAP-01 and MAP-02) which replaces DEFSTAN 05-123 (Issue 2 Part 5 Section 2) document requirements for Aircraft, Engines and Equipment (Log Card Procedures);

(f) MAA Regulatory Article 4800 Series in part replaces DEFSTAN 05-130 (Issue 2 dated 1 October 2008 Part 1) MAOS Military Regulations Part 145; Maintenance Organisations.

25.5 Sub-Contractors shall be managed in accordance with:

- (a) DEFSTAN 05-61 Part 4 Issue 3 – Quality Assurance Procedural Requirements – Contractor's Working Parties.

25.6 Safety critical items shall be subject to independent inspection in accordance with:

- (a) DEFSTAN 05-61 Part 9, Issue 4 – Quality Assurance Procedural Requirements – Independent Inspection Requirements for Safety Critical Items.

25.7 The Parties shall use AQAP 2009 Edition 3 dated March 2010 for guidance on the application and interpretation of AQAPs.

25.8 For the avoidance of doubt, complicity with the above DEFSTANS shall be applied at the above or subsequent editions or superseding standards.

25.9 The Contractor shall hold ISO 9001 certification (or equivalent) from Service Commencement Date for the Contract Term.

26 Continuous Improvement & Innovation

26.1 The Contractor shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services in accordance with this clause 26. As part of this obligation the Contractor shall identify and report to the Level 1 Meeting on:

- (a) the emergence of new and evolving relevant technologies which could improve the IT Environment and/or the Services, and those technological advances potentially available to the Contractor and the Authority which the Parties may wish to adopt;
- (b) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk;
- (d) changes in business processes and ways of working that would enable the Services to be delivered at lower cost and/or with greater benefits to the Authority; and/or
- (e) changes to the IT Environment, business processes and ways of working that would enable reductions in the total energy consumed in the delivery of Services.

26.2 The Contractor shall ensure that the information that it provides to the Authority shall be sufficient for the Authority to decide whether any improvement should be implemented. The Contractor shall provide any further information that the Authority requests.

26.3 If the Authority wishes to incorporate any improvement identified by the Contractor the Authority shall send the Contractor a Change Request in accordance with the Contract Change Procedure.

27 Gainshare

27.1 Where any Contract Change implemented as a result of Continuous Improvement gives rise to an opportunity for Gainshare, this shall be calculated in accordance with Schedule 3 (Price and Payment).

28 Risk

28.1 The Contractor shall ensure that all risks are managed in accordance with Schedule 12 (Risk Management).

28.2 The Contractor shall maintain an up to date Risk Register to cover all the potential risks within the Contract. This shall be a live, evolving document and shall clearly demonstrate probability and impact ratings and mitigation actions for each identified risk.

28.3 Any new risks that are identified by Contractor should be raised at the next relevant Governance meeting, in accordance with Schedule 5 (Governance).

28.4 Whether or not a risk has been identified, recorded in the Risk Register and mitigation applied, these measures shall not absolve the Contractor or its agents of their obligations under this Contract.

29 Safety

29.1 The Contractor shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety;
- (b) the Health and Safety Policy whilst at the Authority Premises;
- (c) MAA Regulations and Establishment policies for Flight Safety;
- (d) the Contractors SHEF Management Plan and Schedule 11 (SHEF Management)..

29.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

29.3 The Contractor shall liaise with the Authority in relation to health and safety issues and shall participate fully in such meetings, discussions and committees as the Authority's Representative may from time to time direct.

29.4 The Contractor shall formally advise the Authority in writing of any procedures, practices or processes which it may introduce which may have a direct bearing on health and safety at any of the Sites. The Contractor shall also formally advise the Authority in writing if any risk assessments conducted by it identify significant findings affecting the general public.

29.5 Except where expressly provided for at Schedule 7 (Government Furnished Assets) the responsibilities of the Contractor in respect of the provision of Personal Protective Equipment (PPE) shall include but not be limited to:

- (a) the supply of PPE for use during the provision of Services wherever there are risks to health and safety that cannot be adequately controlled in other ways;
- (b) a list of PPE to be supplied and the tasks for which each item shall be utilised;
- (c) assessment of PPE to ensure suitability for task;
- (d) suitable maintenance and storage of PPE;
- (e) provision of instructions for safe use of issued PPE;
- (f) correct usage of PPE by employees;

30 Injuries

30.1 Injuries, disease and dangerous occurrences which arise out of the performance of this Contract shall be reported by the Contractor immediately to the Designated Officer or its authorised representative and provide the following information:

- (a) name of the person(s) affected;
- (b) date, time and place of incident;
- (c) injuries, if any, and degree of severity;
- (d) places to which person(s) affected have been taken to;
- (e) brief description of events leading to the incident;
- (f) brief description of the extent of any damage caused to the Authority's or Contractor's property or equipment.
- (g) other such information as the Authority may reasonably request.

30.2 A written report of the incident shall be provided in accordance with JSP 551.

30.3 Following an injury, disease or dangerous occurrence, the Contractor shall make available, to the Officer in Charge of the investigation, all relevant information and facilities, including access to its employees for the purpose of immediate and detailed investigation. If requested, the Contractor shall undertake an investigation and submit a written report.

30.4 The Contractor shall facilitate the attendance of such of its employees as may be invited by the Officer in Charge of an investigation to attend as witnesses at Boards of Inquiry or similar proceedings.

30.5 In the event of flight safety occurrences, the Contractor shall report all occurrences to the Authority, via the Air Safety Information Management System (ASIMS) and/or the Civil Aviation Authority (CAA) as appropriate.

31 Environmental

31.1 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.

31.2 The Contractor warrants that from Service Commencement Date it shall hold ISO 14001 (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Contract Term. The Contractor shall follow a sound environmental management policy, ensuring that any goods and the Services are procured, produced, packaged, delivered, and are capable of being used and ultimately disposed of in ways appropriate to such standard.

31.3 The Contractor shall comply with the EU Code of Conduct on Data Centres' Energy Efficiency. The Contractor shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

31.4 The Contractor shall comply with the Authority and HM Government's objectives to reduce waste and meet the aims of the Greening Government: IT strategy contained in the document "Greening Government: ICT Strategy issue (March 2011)" at <https://www.gov.uk/government/publications/greening-government-ict-strategy> .

32 Waste

32.1 The Parties agree that:

(a) the Authority shall be responsible for the safe disposal, in accordance with the Waste Electrical and Equipment (WEEE) Directive of any electrical and electronic equipment supplied to the Contractor as GFA in accordance with Schedule 2 (Statement of Requirements);

(b) the Contractor shall be responsible for the safe disposal, in accordance with the (WEEE) Directive of any electrical and electronic equipment procured by the Contractor in connection with the Services under this Contract.

32.2 The Contractor shall comply with each of the Establishment's Waste Management Plans.

33 Hazardous Materials

33.1 The Contractor shall ensure that any hazardous materials or equipment used or intended to be used in the provision of Services are kept under control and in safe keeping in accordance with all relevant legislation and Good Industry Practice, and shall ensure that all such materials are properly and clearly labelled on their containers, and shall promptly inform the Authority of all such materials being used or stored at any Establishment and shall comply with any other reasonable requirement of the Authority in respect of such materials and equipment.

33.2 The Contractor shall maintain a register of substances hazardous to health in relation to each task and shall ensure that a copy of each register is held at the Contractor's registered office and that a copy is given to the Authority's Representative. The Authority's Representative shall notify the Contractor of any items which it or any Authority Contractor is using or storing at any Establishment and which it requires to be included in such register.

33.3 Prior to any delivery of any hazardous materials or equipment to an Establishment, the Contractor shall provide information to the Authority's Representative on such hazardous materials or equipment.

33.4 The Contractor shall comply with the Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005 in respect of any hazardous waste produced directly by the

Contractor in the delivery of this Contract. Where hazardous waste has been as a direct result of articles of Government Furnished Assets being supplied by the Authority then the hazardous waste will be disposed of in accordance with the relevant Establishment's Waste Management Plans.

33.5 In respect of explosive substances, the Control of Explosives Regulations and JSP 482 shall apply.

34 Contractor Records

34.1 The Contractor and its Sub-Contractors shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Authority when requested on reasonable notice.

34.2 The Contractor and its Sub-Contractors shall also permit access to relevant records that relate to the contractual obligations to supply goods or services under the Contract, held by or controlled by them and reasonably required by the Comptroller and Auditor General, their staff and any appointed representative of the National Audit Office, and provide such explanations and information as reasonably necessary for the following purposes:

- (a) to enable the National Audit Office to carry out the Authority's statutory audits and to examine and/or certify the Authority's annual and interim report and accounts; and
- (b) to enable the National Audit Office to carry out an examination pursuant to Part II of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

34.3 With regard to the records made available to the Authority under clause 34.1, and subject to the provisions of DEFCON 531, the Contractor shall permit records to be examined and if necessary copied, by the Authority, or Authority Representative, as the Authority may require.

34.4 Unless the Contract specifies otherwise the records referred to in this Condition shall be retained for a period of at least 6 years from:

- (a) the end of the Contract Term;
- (b) the termination of the Contract; or
- (c) the final payment,

whichever occurs latest.

34.5 To facilitate the possible transfer of all or part of the Services to a Follow-On Contractor or to the Authority on Expiry or termination, the Contractor shall maintain records in a manner suitable to enable such transfer.

35 Audit

35.1 In addition to any other rights under the Contract, the Authority and its agents shall have an immediate right to audit the books and records being maintained by the Contractor whilst undertaking this Contract, including those books and records relating to any costs and expenses incurred by the Contractor or charged to the Authority and including those books and records being maintained by the Contractor's Sub-Contractors. Audits are not expected

to be routine and the Authority shall endeavour to conduct any such requirement in a manner to minimise disruption to the Services.

36 VFM Review

36.1 The Contractor agrees that the Authority needs to be satisfied that the Contract Price represents continuing good Value for Money for the provision of the Services throughout the Contract Term and understands that the Authority may conduct reviews of the Value for Money. VFM Reviews are not expected to be routine and shall only be conducted if the Authority believes a review will be beneficial.

36.2 The right of the Authority to conduct a Value for Money Review and the obligations of the Contractor under clause 36.1 does not, in any way, alter the obligation on the Contractor to provide financial reports and data in respect of the Contract. The Authority shall conduct the Value for Money Review in accordance with these clauses 36.1 and 36.2 in consultation with, and with the participation of, the Contractor. To this end the Contractor agrees:

- (a) to assist the Authority as the Authority requires to implement these clauses 36.1 and 36.2, and provide access to its documents, records and accounts;
- (b) to provide, and shall ensure its Sub-Contractors provide, such information as may be requested by the Authority; and
- (c) that where the Authority reasonably believes that the Contractor is not offering Value for Money, the provisions of clause 37 shall be used to test the Contractor's service cost and output.

37 Benchmarking

37.1 The Contractor agrees that where the Authority is not satisfied with the outcome of a Value for Money Review, the Authority may, at its reasonable discretion, require the Contractor to conduct a single Benchmarking Exercise on a date that the Authority shall, at its sole direction, decide upon. Benchmarking Exercises are not expected to be routine and shall only be undertaken if, following a VFM Review, the Authority believes it will be beneficial.

37.2 The Contractor shall (either itself or acting through a Sub-Contractor) undertake a Benchmarking Exercise in accordance with this clause 37, the cost of which being shared equally between the Authority and the Contractor.

37.3 The Benchmarking Exercise will be undertaken in respect of the Benchmarked Services and will be undertaken to ascertain the Value for Money, relative quality and competitiveness of the Benchmarked Services provided by the Contractor. The Benchmarking Exercise will be undertaken in good faith by both Parties and on the basis of an objective and like for like comparison by comparing the relevant equivalent price of providing the Benchmarked Services to the standard required by this Contract with the standards and price of services which are equivalent to those of the Benchmarked Services. In performing the Benchmarking Exercise, the Contractor shall:

- (a) propose for the Authority's agreement, the process for implementing the Benchmarking Exercise including, without limitation, the persons who shall take part in the Benchmarking Exercise (including other service providers, benchmarking clubs and independent benchmarking agencies as may be agreed);

- (b) collect qualitative information on Good Industry Practice to complement the quantitative measures by means of benchmark interviews; and
- (c) prepare a benchmarking report which compares a basket of key standards, specifications, prices, performance indicators or processes and contractual terms in respect of the Benchmarked Services with the equivalent prevailing market or a representative sample of services, such report to be delivered to the Authority no later than three months after completion of the Benchmarking Exercise.

37.4 The Contractor shall make the results of the Benchmarking Exercise available to the Authority on an open book basis in accordance with the provisions of clause 18 (Open Book).

37.5 If the results of the Benchmarking Exercise indicate that there is a price difference between the Contract Price attributable to the Benchmarked Services and the Benchmarking Price of five per cent or less in aggregate, then the Contractor shall continue to provide the Benchmarked Services and there shall be no adjustments to the Contract Price. If the results of the Benchmarking Exercise indicate that there is a price difference between the Total Contract Price attributable to the Benchmarked Services and the Benchmarking Price of more than five per cent, the Authority has the right to:

- (a) pay for the Services at the pre-Benchmarking price and allow this Contract to terminate on the Expiry Date; or
- (b) elect to terminate any or all of the elements of the Services reviewed as part of the Benchmarking Exercise, in accordance with Schedule 6 (Change);
- (c) renegotiate the Price for the elements of Services reviewed.

38 Disputes

38.1 Subject to clause 38.3 and without prejudice to the dispute resolution process set out therein, each Party submits and agrees to the exclusive jurisdiction of the Courts of England to resolve, and the laws of England to govern, any actions proceedings, controversy or claim of whatever nature arising out of or relating to the Contract or breach thereof.

38.2 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 38 and for the enforcement of any judgment, order or award given under English jurisdiction.

38.3 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.

38.4 In the event that the dispute or claim is not resolved pursuant to clause 38.3 the dispute shall be referred to arbitration. Unless otherwise agreed in writing by the Parties, the arbitration and this clause 38.4 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. 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.

39 Government Furnished Assets

39.1 The Authority shall make available to the Contractor, free of charge, the Government Furnished Assets on the dates, locations and for the periods specified in Schedule 7 (Government Furnished Assets). These assets shall only be used by the Contractor in support of delivery of the Services under this Contract.

39.2 The Contractor shall manage the Government Furnished Assets in accordance with its Asset Management Plan detailed in Schedule 13 (Asset Management).

39.3 Where any tangible property of the Authority, including Government Furnished Assets but excluding documents and intangible information, is issued by the Authority in aid of the Contract, the Contractor shall include that property of the Authority in their Public Store Account in accordance with DEFCON 694 (Accounting for the Property of the Authority).

39.4 On taking receipt of tangible property, the Contractor shall become financially responsible in event of damage, loss or theft of that property, until such time as that property is returned to the Authority. For DEFCON 611 (Issued Property) the limit will be set at the replacement value of the Issued Property.

39.5 The Contractor shall notify the Authority of the damage, loss or theft of any property within fourteen (14) Business Days of the occurrence of the damage, loss or theft.

39.6 The Contractor shall notify the Authority of Government Furnished Assets that are surplus to requirements and await disposal instructions from the Authority.

39.7 The Contractor shall not create or grant any form of benefit or interest in Government Furnished Assets whether by way of security or otherwise.

40 Government Furnished Facilities

40.1 The Authority shall make available to the Contractor, free of charge, the Government Furnished Facilities specified in Schedule 19 (Tenancy) from the Service Commencement Date. These facilities shall only be used by the Contractor in support of delivery of the Services under this Contract.

40.2 Any provision of Government Furnished Facilities will be dependent on agreement of an appropriate lease, tenancy or licence to occupy agreement, in accordance with Schedule 19 (Tenancy).

40.3 The Contractor shall ensure that all fire precautions and other security measures are taken in the allotted facilities in accordance with the Authority's current instructions.

40.4 The Contractor shall be responsible for monitoring the condition of the allotted facilities and initiating requests for maintenance and repair without delay. The Contractor shall be responsible for the husbandry to a standard acceptable to the Authority's Representatives.

40.5 All accommodation made available to the Contractor shall be open at all reasonable times for inspection by representatives of the Authority or others who have a statutory right of access, having been given reasonable notice save in the event of emergency.

40.6 The Authority reserves the right to change the numbers and types of buildings and facilities allotted for the purpose of the Contract at any time during the Contract Term. Under such circumstances the Contractor shall continue to perform the Contract subject to any change agreed with the Authority and made in accordance with Schedule 6 (Change).

40.7 Whilst the Authority shall endeavour to ensure the continuity of the allotted facilities, any failure to do so shall not be deemed to be a breach of the Contract. Under such circumstances the Contractor shall continue to perform the Contract subject to any change agreed with the Authority and made in accordance with Schedule 6 (Change).

41 Authority Personnel

41.1 During the Contract Term, subject to clause 41.3 the Authority may make available personnel to the Contractor.

41.2 The Contractor may be responsible for the management of some Authority personnel.

41.3 The Authority shall have the right at any time to require those Authority personnel to conduct duties unconnected with this Contract.

41.4 The Authority shall, where possible, provide different personnel to replace those which it has removed pursuant to clause 41.3.

41.5 The Authority shall not be liable to the Contractor for the acts or omissions of the Authority personnel to the extent that the Authority personnel acts on the instructions of the Contractor.

42 Contractor Assets and Facilities

42.1 The Contractor shall be solely responsible for the cost of carriage of Contractor equipment to the Sites and to the Authority Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on termination or expiry of this Agreement the Contractor shall be responsible for the removal and safe disposal of all relevant Contractor Equipment from the Sites and the Authority Premises, including the cost of packing, carriage and making good the Sites and/or the Authority Premises following removal, and taking account of any sustainability requirements, including safe removal of data and recycling requirements.

42.2 All the Contractor's property, including Contractor Equipment, shall remain at the sole risk and responsibility of the Contractor, except that the Authority shall be liable for loss of or damage to any of the Contractor's property located on Authority Premises which is due to the negligent act or omission of the Authority.

42.3 Subject to any express provision of the Contractors Continuity Plan to the contrary, the loss or destruction for any reason of any Contractor Equipment shall not relieve the Contractor of its obligation to supply the Services in accordance with this Agreement, including the Performance Levels.

42.4 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.

42.5 As far as reasonably practical, the Contractor shall ensure that the provisions of clause 42.4 are included in their subcontracts with those Contractors identified in the Contract. The Authority, through the Contractor, shall arrange access to such Sub-Contractors.

43 Contractor Personnel

43.1 The Contractor shall:

- (a) provide in advance of any admission to Authority Premises a list of the names of all Contractor Personnel requiring such admission, specifying the capacity in which they require admission and giving such other particulars as the Authority may reasonably require;
- (b) ensure that all Contractor Personnel:
 - (i) are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence;
 - (ii) are vetted in accordance with Good Industry Practice and, where applicable, the security requirements set out in Schedule 8 (Security); and
 - (iii) comply with all reasonable requirements of the Authority concerning conduct at the Authority Premises, including:
 - (1) the security requirements as set out in Schedule 8 (Security).
 - (2) Code of Social Conduct of Authority Personnel, in accordance with JSP 887 "Diversity, Inclusion & Social Conduct".
 - (3) JSP 835 "Alcohol and Substance Misuse and Testing".
- (c) subject to Schedule 9 (Transfer Regulations), retain overall control of the Contractor Personnel at all times so that the Contractor Personnel shall not be deemed to be employees, agents or contractors of the Authority;
- (d) be liable at all times for all acts or omissions of Contractor Personnel, so that any act or omission of a member of any Contractor Personnel which results in a Default under this Agreement shall be a Default by the Contractor;
- (e) use all reasonable endeavours to minimise the number of changes in Contractor Personnel;
- (f) replace (temporarily or permanently, as appropriate) any Contractor Personnel as soon as practicable if any Contractor Personnel have been removed or are unavailable for any reason whatsoever;
- (g) bear the programme familiarisation and other costs associated with any replacement of any Contractor Personnel; and
- (h) procure that the Contractor Personnel shall vacate the Authority Premises immediately upon the termination or expiry of this Agreement.

43.2 If the Authority reasonably believes that any of the Contractor Personnel are unsuitable to undertake work in respect of this Agreement, it may:

- (a) refuse admission to the relevant person(s) to the Authority Premises; and/or
- (b) direct the Contractor to end the involvement in the provision of the Services of the relevant person(s).

43.3 The Contractor shall ensure that the key personnel fulfil the key roles at all times during the Contract Term.

43.4 The Authority may identify any further roles as being key roles and, following agreement to the same by the Contractor, the relevant person selected to fill those key roles shall be included on the list of key personnel.

43.5 The Contractor shall not remove or replace any key personnel (including when carrying out Exit Management) unless:

- (a) requested to do so by the Authority;
- (b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
- (c) the person's employment or contractual arrangement with the Contractor or a Sub-contractor is terminated for material breach of contract by the employee; or
- (d) the Contractor obtains the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

43.6 The Contractor shall:

- (a) notify the Authority promptly of the absence of any key personnel (other than for short-term sickness or holidays of 2 weeks or less, in which case the Contractor shall ensure appropriate temporary cover for that key role);
- (b) ensure that any key role is not vacant for any longer than ten (10) Business Days;
- (c) give as much notice as is reasonably practicable of its intention to remove or replace any member of key personnel and, except in the cases of death, unexpected ill health or a material breach of the key personnel's employment contract, this will mean at least sixty (60) Business Days' notice;
- (d) ensure that all arrangements for planned changes in key personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the performance of the Services; and
- (e) ensure that any replacement for a key role:
 - (i) has a level of qualifications and experience appropriate to the relevant key role; and
 - (ii) is fully competent to carry out the tasks assigned to the key personnel whom he or she has replaced.

43.7 The Parties agree that:

- (a) the Contractor shall both during and after the Term indemnify the Authority against all Employee Liabilities that may arise as a result of any claims brought against the Authority by any person where such claim arises from any act or omission of the Contractor or any Contractor Personnel; and

(b) the Authority shall both during and after the Contract Term indemnify the Contractor against all Employee Liabilities that may arise as a result of any claims brought against the Contractor by any person where such claim arises from any act or omission of the Authority or any of the Authority's employees, agents, consultants and contractors.

43.8 Where the Contractor or any Contractor Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Contractor shall:

(a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

(b) indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Contractor or any Contractor Personnel.

43.9 The Contractor shall be responsible for provision of any necessary training to ensure that all Contractor Personnel become and remain SQEP and shall bear the cost of any such training including any related travel. Where training is to be provided by the Contractor, the Contractor should consider if the Authority is able to provide the required training and if that would represent the most cost effective means of training delivery.

43.10 Where the Authority requires delivery of Services at locations other than those detailed in Schedule 2 (Statement of Requirements), the Authority will reimburse reasonable travel & subsistence costs incurred by Contractor Personnel, provided these are agreed by the Authority in advance and in line with MOD travel & subsistence rates.

43.11 It shall be the duty of the Contractor to ensure that adequate numbers of Contractor Personnel are provided in order to deliver the Services at the requested times. If any Contractor Personnel are absent or unable to deliver the Services at any time, it shall be the Contractor's responsibility to provide suitable replacements that are able to deliver the Services to the required levels and standards. The Contractor shall bear any additional associated costs and the Authority shall only pay the Firm Price Monthly Sum.

44 Employment Matters

44.1 The parties agree that the provisions of Schedule 9 (Transfer Regulations) will apply to this Contract.

45 Conduct on Authority Establishments

45.1 Subject to clause 45.2, the Contractor shall procure that any Contractor Personnel or Sub-Contractor shall, in providing the Services at the Establishments;

(a) not breach any provisions of the Authority's Title;

(b) not act or omit to act in any way which shall give rise to a right for any person to obtain title to or any right or interest over an Establishment or any part of it (save in accordance with the terms of the Contract);

- (c) observe and comply with any third party rights as notified by the Authority (including public rights) which may exist from time to time in respect of land comprising and adjoining the Establishments, and the Contractor shall ensure that the provision of Services is carried out in such a way as not to interfere with access to and use and occupation of public or public or private roads or footpaths by any person who is entitled to any such access, use or occupation;
- (d) not use or occupy the Establishments for any purpose other than the provision of Services;
- (e) not deposit or manufacture on the Establishments any materials which are not required for the provision of the Services;
- (f) not store materials or park vehicles in the immediate external vicinity of the boundaries of the Establishments other than for reasonable periods necessary for loading and unloading;
- (g) not discharge any oil, grease or deleterious, dangerous, poisonous explosive or radioactive matter from the Establishments into any rivers or any ditches or conduits on the Establishments and/or any adjoining property, and not permit or suffer the blockage of any such rivers, ditches and conduits by reason of anything done or omitted on the Establishments by the Contractor or Sub-Contractors, and shall comply at the Contractor's expense with any requirements of the Environment Agency or any other Relevant Authority so far as such requirements relate to the provision of the Services;
- (h) procure that those parts of the Establishment which are from time to time occupied by the Contractor and/or Sub-Contractor for the purpose of the provision of the Services are maintained in a clean, orderly, safe and secure state; and
- (i) not without the written consent of the Authority's Contractor shall result in the Contractor being in breach of clause 45 unless such act or omission arises out of or in connection with the Authority or an Authority Contractor.

45.2 No act or omission of the Authority or an Authority Contractor shall result in the Contractor being in breach of clause 45 unless such act or omission arises out of or in connection with the Authority or an Authority Contractor;

- (a) acting on the instruction of the Contractor or a Sub-Contractor; and/or
- (b) failing to supervise and/or take reasonable care to supervise (where appropriate) the performance of any person engaged in the provision of the Services.

46 Indemnities

Indemnity

46.1 The Contractor shall, subject to clause 46.2 be responsible for, and shall release and indemnify the Authority, its employees, agents and Authority Contractors on demand from and against all liability for:

- (a) death or personal injury;
- (b) loss or damage to Authority Property;

(c) breach of statutory duty; and

(d) actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis), which may arise out of, or in consequence of, a breach of this Contract, a tortious act or omission, a breach of statutory duty, fraud or wilful misconduct, or the performance or non-performance of its obligations under this Contract by the Contractor, a Sub-Contractor, their employees or agents.

Limits on Indemnity

46.2 The Contractor shall not be responsible or be obliged to indemnify the Authority for:

(a) any of the matters referred to in clause 46.1 which arises as a direct result of the Contractor acting on the instruction of the Authority; or

(b) any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Authority, its employees, agents or Authority Contractors or by the breach by the Authority of its obligations under this Contract.

(c) any injury, loss, damage, cost and expense caused by the negligence, wilful misconduct, act or omission of any third party engaged by the Authority in connection with this contract, including but not limited to any Authority supplier upon which the Contractor would depend for the provision of the Services.

46.3 Any indemnity by either Party under any provision of this Contract shall be without limitation to any indemnity by that Party under any other provision of this Contract.
Conduct of Indemnity Claims

46.4 If any claim is subject to an indemnity from either Party to the other:

(a) the Party wishing to make a claim (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") of the relevant claim as soon as reasonably practicable, giving full particulars of the claim.

(b) the Indemnified Party shall take all reasonable steps (and, if the Contractor is the Indemnified Party, it shall ensure that the Sub-Contractors shall take all reasonable steps) to minimise and mitigate any loss for which the indemnifying Party is liable under this Contract; and

(c) if the claim relates to an action by a third party against the Indemnified Party the Indemnifying Party may, unless the Contractor is the Indemnifying Party and the Authority notifies the Contractor that the Authority is refusing to allow the Contractor to have conduct of the claim on grounds of national security, at its own expense (and with the assistance and co-operation of the Indemnified Party) have conduct of such claim, including its settlement, and the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim.

Conduct of Indemnity Claims – Indemnifying Party's Obligations

46.5 If the indemnifying Party wishes to have conduct of the claim it shall:

(a) give reasonable security to the Indemnified Party for any cost or liability arising out of the conduct of the claim by the Indemnifying Party;

- (b) keep the Indemnified Party reasonably informed of the conduct of the claim;
- (c) consult with the Indemnified Party to the extent reasonably practicable;
- (d) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed);
- (e) do nothing which could prejudice the defence of any such claim; and
- (f) not bring the name of the Indemnified Party into disrepute.

Repayment of Subsequently Recovered Amounts to Indemnifying Party

46.6 If the Indemnifying Party pays to the Indemnified Party an amount in respect of an indemnity and the Indemnified Party subsequently recovers (whether by payment, discount, credit saving, relief or other benefit or otherwise) a sum which is directly referable to the fact, matter, event or circumstances giving rise to the claim under the indemnifying, the Indemnified Party shall immediately repay to the Indemnifying Party whichever is the issuer of:

- (a) an amount equal to the sum recovered (or the value of the saving or benefit obtained) less any out of pocket costs and expenses properly incurred by the Indemnified Party in recovering the same; and
- (b) the amount paid to the Indemnified Party by the Indemnifying Party in respect of the claim under the relevant indemnity, provided that:
 - (i) there shall be no obligation on the Indemnified Party to pursue such recovery; and
 - (ii) the Indemnifying Party shall be repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnified Party exceeds any loss sustained by the Indemnified Party.

Limitations on Claims

46.7 Neither Party will be liable to the other Party for:

- (a) any indirect, special or consequential loss or damage; or
- (b) any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

46.8 Notwithstanding any other provisions of this Contract, neither Party shall be entitled to recover compensation or make a claim under this Contract in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Contract or otherwise.

46.9 For DEFCON 76 (Contractor's Personnel At Government Establishments) the limit will be £5,000,000 outwith the requirements and/or limits set in Schedule 18 (Insurance). Where a value is set in Schedule 18 (Insurance) that shall take precedence over this clause.

47 Insurance

47.1 Without prejudice to its obligations to the Authority under this Contract including its liability to indemnify or otherwise be liable to the Authority under this Contract, the Contractor shall for the periods specified in Schedule 18 (Insurance) take out and maintain, or procure the taking out and maintenance of, the insurances as set out in Schedule 18 (Insurance) and any other insurances as may be required by applicable law (together the "Required Insurances"). The Contractor shall ensure that the Required Insurances are effective in each case no later than the date on which the relevant risk commences.

47.2 The Required Insurances shall be taken out and maintained with insurers who are of good financial standing, appropriately regulated and of good repute in the international insurance market.

47.3 Where specified in Schedule 18 (Insurance) the Contractor shall ensure that the relevant policy of insurance shall contain an indemnity to principals clause, under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the Contractor is legally liable in the provision of the Services under this Contract.

47.4 Neither Party shall take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Required Insurances.

47.5 Where the Contractor has failed to purchase any of the Required Insurances or maintain any of the Required Insurances in full force and effect, the Authority may elect, but shall not be obliged, to purchase any insurance which the Contractor is required to maintain pursuant to this Contract but has failed to maintain in full force and effect. The Authority shall be entitled to recover the premium and other reasonable costs incurred in connection therewith as a debt due from the Contractor.

47.6 The Contractor shall, from the date of this Contract and within fifteen (15) days after the renewal of any of the Required Insurances, provide evidence, in a form satisfactory to the Authority, that relevant Required Insurances are in full force and effect and meet the requirements of this clause 47 and Schedule 18 (Insurance). The supply to the Authority of any evidence of insurance cover in compliance with the requirements of this clause 47 shall not imply acceptance by the Authority that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory, in either case, for the purposes of this Contract.

47.7 Where the minimum limit of indemnity required in relation to any of the Required Insurances is specified as being "in the aggregate":

(a) if and to the extent that the level of cover available falls below that minimum because a claim or claims which do not relate to this Contract are paid by the insurers, the Contractor shall ensure that the cover is reinstated to maintain, at all times the minimum limit of indemnity specified for claims relating to this Contract; and

(b) if the Contractor is or has reason to believe that it will be unable to ensure that cover is reinstated to maintain at all times the minimum limit of indemnity specified it shall submit to the Authority immediately full details the policy concerned and shall submit forthwith its proposed solution for maintaining the minimum limit of indemnity specified.

47.8 The Contractor shall notify the Authority at least ten (10) days prior to the cancellation, suspension, termination or non-renewal of any of the Required Insurances.

47.9 The Contractor shall promptly notify to insurers any matter arising from, or in relation to this Contract for which it may be entitled to claim under any of the Required Insurances. In the event that the Authority receives a claim relating to this Contract, the Contractor shall co-operate with the Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

47.10 Except where the Authority is the claimant party, the Contractor shall give the Authority notice within twenty (20) days after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to this Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) full details of the incident giving rise to the claim.

47.11 Where any Required Insurance requires payment of a premium, the Contractor shall be liable for such premium, including any increase in premium.

47.12 Where any Required Insurances referred to in Schedule 18 (Insurance) is subject to an excess or deductible, below which the indemnity from insurers is excluded, the Contractor shall be liable for such excess of deductible which would otherwise be insured but for the excess or deductible. The Contractor shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Required Insurances whether under the terms of this Contract or otherwise.

47.13 Neither failure to comply nor full compliance with the insurance provisions of this Contract shall limit or relieve the Contractor of its liabilities and obligations under this Contract.

47.14 The Contractors shall:

- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
- (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Contractor is or becomes aware; and
- (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

48 Intellectual Property

48.1 DEFCON 703 (Intellectual Property Rights – Vesting in the Authority) shall apply to all the results relating to Foreground Intellectual Property under this Contract, unless prior to commencement of a specific task the Parties agree in writing that the Contractor shall own any Foreground Intellectual Property arising from that task. To the extent that any Foreground Intellectual Property shall be owned by the Contractor, the Authority shall be entitled to the rights in such Foreground Intellectual Property as set in clause 48.3. In the event that any task involves the prospect of the joint development of Intellectual Property, the Parties shall agree a disposition of the Intellectual Property to be created which takes account of the dependency on any Background Intellectual Property owned by the Authority and/or the Contractor, but the absence of any such agreement shall not be construed as meaning anything other than Authority ownership of the Foreground Intellectual Property.

Licensing of Foreground Intellectual Property

48.2 The Authority grants to the Contractor a non-exclusive, royalty free, licence to utilise the Authority owned Foreground Intellectual Property for the sole purpose of the Contractor performing its obligations under this Contract subject to compliance with DEFCON 531 (Disclosure of Information) and clauses 48.17 to 48.19, the Contractor may sub-licence, on the same terms, the Authority owned Foreground Intellectual Property to such Sub-Contractors as may require use of the Foreground Intellectual Property solely for the purposes of performing their sub-contract obligations.

48.3 In the event that the Contractor and the Authority shall have agreed that the Foreground Intellectual Property shall be owned by the Contractor, the Contractor shall grant to the Authority a perpetual, royalty free, non exclusive, worldwide licence to copy, modify and use such Contractor owned Foreground Intellectual Property and have all such activities performed by third parties on behalf of the Authority for any United Kingdom Government purpose whatsoever.

Commercial Exploration of Foreground Intellectual Property

48.4 The Contractor shall not commercially exploit any Contractor owned Foreground Intellectual Property without first agreeing with the Authority the sum or sums which shall be paid to the Authority and subject also to the Contractor obtaining any further consent as may be required in respect of security and export licence. To the extent that it is required to facilitate commercial exploitation of the Contractor owned Foreground Intellectual Property, the Authority shall give consideration to granting a licence in respect of the Authority owned Foreground Intellectual Property and any relevant Background Intellectual Property owned by the Authority. Additionally, such licence to exploit Authority owned Foreground Intellectual Property and relevant Background Intellectual Property owned by the Authority shall be subject to any required security approvals and export licences. The obtaining of any required approvals outside the control of the Authority shall be the responsibility of the Contractor.

Authority Owned Background Intellectual Property

48.5 To the extent that it is able, and without incurring liability to any third party, the Authority grants to the Contractor a royalty free, non-exclusive licence to use Authority owned Background Intellectual Property for the purposes of the Contractor performing the Contract. Unless the Authority shall specify to the contrary, the Contractor shall be entitled to sub-licence its Sub-Contractors to use the Authority owned Background Intellectual Property solely for performance of Sub-Contracts.

Contractor Owned Background Intellectual Property

48.6 Where the Contractor utilises Contractor owned Background Intellectual Property for the purposes of performing this Contract, the Contractor shall grant the Authority a perpetual, royalty free, non-exclusive licence to use, and have third parties use, on behalf of the Authority, such Contractor owned Background Intellectual Property for the same purposes as it is employed under this Contract, including the delivery of Government to Government Training and such licence shall extend on the same terms and to the same purposes being performed after the Expiry Date or the Termination Date.

Authority Supplied Third Party Owned Background Intellectual Property

48.7 The Authority shall grant a royalty free, non-exclusive licence to the Contractor to use Authority supplied third party owned Background Intellectual Property in accordance with any restrictions notified by the Authority. The Contractor shall not sub-licence such Authority supplied third party owned Background Intellectual Property with first obtaining the written consent of the Authority. Where any such sub-licence is granted, its use shall be solely for the purposes of performing Sub-Contractor obligations and subject to such constraints as may be notified by the Authority but which sub-licence shall not be of broader scope than that granted to the Contractor.

Contractor Supplied Third Party Owned Background Intellectual Property

48.8 Where the Contractor utilises third party owned Background Intellectual Property for the purposes of this Contract, the Contractor shall ensure that:

- (a) the Authority has a free right to use such third party owned Background Intellectual Property for the same purposes as it is employed under this Contract, including delivery of Government to Government Training.
- (b) the Contractor shall endeavour to ensure that such third party owned Background Intellectual Property is available for use by third parties for the same purposes as it is employed under this Contract, and that the Contractor shall notify the Authority of any issue of non compliance prior to utilising the relevant third party owned Background Intellectual Property for this Contract and await instruction from the Authority.
- (c) all third party owned Background Intellectual Property licences shall be perpetual unless the Authority agrees otherwise; and
- (d) all third party owned Background Intellectual Property licence shall be royalty free unless the Authority agrees otherwise; and
- (e) the Authority is supplied within twenty (20) days with copies of any agreed third party owned Background Intellectual Property licences.

Notification and Marking

48.9 The Contractor shall mark any copyright work delivered under the Contract with a copyright notice consistent with the requirements of DEFCON 703 (Intellectual Rights – Vested in the Authority) or as appropriate, such notice as may be relevant to specify the Contractor as owner of the work provided that in the latter case the copyright notice acknowledges the Authority's rights of use of such work.

Any such notice shall be perpetuated in any copies of such work made by the Contractor, the Authority or any other Government Department or its agents or contractors.

48.10 The Contractor shall ensure that any Background Intellectual Property which it utilises for this Contract is, to the extent practicable, marked as such and delivered, where reasonable to do so, independently of Foreground Intellectual Property. Where the Contractor provides any Services under this Contract which mixes Foreground Intellectual Property and Background Intellectual Property, it shall, at the request of the Authority provide a justification for the mixing and at the reasonable request of the Authority, at no additional cost, shall provide these as separate Services.

Date Retention

48.11 During the Contract Term and for not less than six (6) years after, the Contractor shall maintain at least one copy (the "Control Copy") of all information to which the Contract applies.

48.12 The Control Copy shall be maintained in media and formats agreed to by the Authority but in any event be presented in a logical format which readily facilitates third party understanding of the Control Copy and association as appropriate with its relevant equipment. The Control Copy shall be the property of the Authority and marked as such and include the reference number of this Contract. The Authority may take possession of the Control Copy notwithstanding any administration, receivership, winding-up or liquidation of the Contractor or any transfer of its assets to any third party, and copies of the Control Copy shall be supplied as required by the Authority from time to time by the Authority at the Authority's reasonable expense.

48.13 If the Contractor enters into another contract with the Authority regarding maintenance of the Control Copy, then the Contractor's obligations under clauses 48.11 to 48.13. The Contractor shall not destroy or amend the Control Copy except as authorised in writing by the Authority.

Sub-Contracting

48.14 The Contractor shall not place any Sub-Contract which involves any element of design and development of Intellectual Property without ensuring that the Intellectual Property rights of the Authority are consistent with this Contract. Where appropriate, the Contractor shall invite the Authority to enter into a direct agreement with any prospective Sub-Contractor to ensure the Authority's rights of use in any Foreground Intellectual Property.

Continuity of Use

48.15 Recognising that the Authority may require continuity of anything utilised or delivered under this Contract, the Contractor shall at all times act in a manner so as to ensure that the Authority can, in the most cost effective way to the Authority, continue to utilise or deliver any Services or item provided by the Contractor under this Contract. In this respect, the Contractor shall immediately consult with the Authority in respect of any third party Background Intellectual Property licences required during the performance of this Contract which contain restrictions on use, price or otherwise and which restrictions would constrain or prevent the Authority or a third party on behalf of the Authority, from continuing to utilise that Background Intellectual Property for the same purposes as which it was utilised under this Contract.

48.16 The Contractor shall, if requested, and on fair and reasonable terms, grant to the Authority, or third parties on behalf of the Authority, licences in Contractor owned Background Intellectual Property for which licences are for purposes beyond those for which the Background Intellectual Property was utilised or granted under this Contract. At the request of the Authority the Contractor shall endeavour to obtain, on fair and reasonable terms, licences for the Authority, or third parties on behalf of the Authority, in Contractor supplied third party owned Background Intellectual Property for purposes beyond those for which the Background Intellectual Property was utilised or granted under this Contract.

Controlled Information

48.17 Clauses 48.17 to 48.19 shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality Condition in this Contract.

48.18 The Contractor shall:

- (a) hold the Controlled Information and not to use it other than for the purpose of discharging its obligations under this Contract.
- (b) not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under this Contract.
- (c) not disclose the Controlled Information except to any third party without the prior written consent of the Authority.
- (d) protect the Controlled Information diligently against any unauthorised access and against loss;
- (e) act diligently to ensure that;
 - (i) Controlled Information is disclosed to Contractor Employees only to the extent necessary for the purpose of discharging its obligations under this Contract; and
 - (ii) Contractor Employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this clause 48.18;
- (f) act diligently to ensure that;
- (g) compile a register of Controlled Information (the "Register of Controlled Information") which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information;
- (h) maintain the Register of Controlled Information for the Contract Term and for 2 years afterwards.
- (i) make the Register of Controlled Information available to the Authority upon reasonable notice for inspection and audit for the Contract Term and for 2 years thereafter; and,
- (j) after the Contract Term, return to the Authority all original and duplicate copies of the Controlled Information, or if requested by the Authority, destroy the Controlled Information and provide a certificate of destruction to the Authority.

48.19 Clauses 48.17 and 48.19 shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:

- (a) that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the Parties;
- (b) that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with this Contract;
- (c) that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or

(d) from its records, that the information was derived independently of the Controlled Information, to the extent that copying, use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

Retention of Rights

48.20 Nothing in this Contract shall extinguish to diminish any rights to use Intellectual Property which has been acquitted by either the Authority or the Contractor outside of this Contract.

Transfer

48.21 The Intellectual Property licences granted under this Contract shall not be assigned without the prior written permission of the licensor which shall not be unreasonably withheld.

49 Sub-Contractor IPR

Sub-Contractor IPR

49.1 The Contractor shall ensure that all Sub-Contracts shall include;

- (a) a licence for the Authority under IPR owned or controlled by a Sub-Contractor in the same terms as the licence the Authority receives in relation to IPR owned or controlled by a Contractor; and
- (b) an assignment of rights in Foreground Intellectual Property generated by a Sub-Contractor on the same terms as the assignment to the Authority of IPR owned or controlled by a Contractor; and
- (c) provisions that the Authority and the Contractor may register, in favour of the Authority, any licence of registered IPR owned or controlled by a third party..

49.2 The Contractor shall not enter into any Sub-Contract concerned with this Contract, nor extend any Sub-Contract derived from this Contract, unless the Authority has stated in writing to the Contractor that the Authority does not require any further assurance in respect of IPR beyond the Contractor meeting those obligations set out under clause 49.1. However, where the obligations under clause 49.1 are considered insufficient by the Authority, the Contractor shall not enter into any Sub-Contract concerned with this Contract nor extend any Sub-Contract derived from this Contract without first ensuring that the Authority obtains, through a direct agreement with the Sub-Contractor, the assurances that the Authority requires in respect of IPR.

50 Security

50.1 The Contractor shall ensure that they meet all relevant Authority security requirements, protect all information and assets provided to it and follow all security regulations, in accordance with Schedule 8 (Security) and the relevant DEFCONs included in this Contract.

50.2 The Contractor shall be required to hold Full List X status if they store any SECRET classified information at their own premises.

50.3 The Security Aspects Letter at Annex A to Schedule 8 (Security) details the aspects that are considered classified for the purposes of this Contract.

50.4 Classified material should be handled in accordance with the Memorandum of Security for MoD Contractors at Annex B to Schedule 8 (Security) and Official and Official-Sensitive Security Condition for UK Contracts at Annex C to Schedule 8 (Security).

50.5 The Contractor shall complete a Contractor Assurance Questionnaire on an annual basis when notified that the Authority has raised a Cyber Risk Assessment, in accordance with DEFCON 658 (Cyber).

50.6 The Contractor shall raise a Cyber Risk Assessment for any Sub-Contractor with whom they share any MoD identifiable information and shall renew it on an annual basis, in accordance with DEFCON 658 (Cyber).

50.7 The Contractor shall take measures to protect any personal data in accordance with DEFCON 532B (Protection of Personal Data) and DEFFORM 532 at Annex D to Schedule 8 (Security).

50.8 The Contractor shall provide the name of the Contractor Security Officer to the Authority. The Contractor's Security Officer and the ESyO shall liaise in relation to relevant Establishment security matters.

50.9 The Contractor shall ensure that all the Contractor Personnel (including Sub-Contractors, agents and representatives) have the UKAS security clearances required to enable them to carry out their duties in providing the Services.

51 Sub-Contractors

51.1 Prior to sub-contracting any of its obligations under this Agreement, the Contractor shall notify the Authority in writing of:

- (a) the proposed Sub-contractor's name, registered office and company registration number;
- (b) the scope of any Services to be provided by the proposed Sub-contractor; and
- (c) where the proposed Sub-contractor is an Affiliate of the Contractor, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed Sub-contract has been agreed on "arm's-length" terms.

51.2 If requested by the Authority within ten (10) Business Days of receipt of the Contractor's notice issued pursuant to clause 51.1, the Contractor shall also provide:

- (a) a copy of the proposed Sub-contract; and
- (b) any further information reasonably requested by the Authority.

51.3 The Authority may, within ten (10) Business Days of receipt of the Contractor's notice issued, object to the appointment of the relevant Sub-contractor if it considers that:

- (a) the appointment of a proposed Sub-contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Authority;
- (b) the proposed Sub-contractor is unreliable and/or has not provided reasonable services to its other customers;
- (c) the proposed Sub-contractor employs unfit persons; and/or

(d) the proposed Sub-contractor should be excluded in accordance with clause 51.12;

in which case, the Contractor shall not proceed with the proposed appointment.

51.4 The Contractor shall ensure, to the extent that they are applicable, that the terms of this Contract are included in any Sub-Contracts placed for any or part of the Services under this Contract.

51.5 The Contractor shall ensure that all Sub-Contracts shall at all times include:

- (a) provisions such that the Sub-Contract shall not be rescinded, or varied in such a way as to alter or extinguish any rights granted to the Authority without the prior written consent of the Authority;
- (b) provisions that the Authority's rights referred to in this Contract, which are otherwise enforceable under the Contracts (Rights of Third Parties) Act 1999, are not rendered unenforceable; and
- (c) a requirement that either party to the Sub-Contract may release to the Authority any of those parts of the Sub-Contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Condition and that any such release shall not amount to a breach of any provision of confidentiality within the Sub-Contract.

51.6 In accordance with this clause 51, the Authority shall be entitled to directly enforce its contractual rights from the Sub-Contractors pursuant to its right under the Contracts Rights of Third Parties Act 1999.

51.7 The Contractor shall ensure that all Sub-contracts (which in this sub-clause includes any contract in the Contractor's supply chain made wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement) contain provisions:

- (a) giving the Contractor a right to terminate the Sub-contract if the Sub-contractor fails to comply in the performance of the Sub-contract with legal obligations in the fields of environmental, social or labour law;
- (b) requiring the Contractor or other party receiving goods or services under the contract to consider and verify invoices under that contract in a timely fashion;
- (c) that if the Contractor or other party fails to consider and verify an invoice in accordance with clause 51.7b, the invoice shall be regarded as valid and undisputed for the purpose of clause 51.7d after a reasonable time has passed;
- (d) requiring the Contractor or other party to pay any undisputed sums which are due from it to the Sub-contractor within a specified period not exceeding 30 days of verifying that the invoice is valid and undisputed; and
- (e) giving the Authority a right to publish the Contractor's compliance with its obligation to pay undisputed invoices within the specified payment period; and

(f) requiring the Sub-contractor to include a clause to the same effect as this clause 51.7 in any contracts it enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Agreement.

51.8 The Contractor shall pay any undisputed sums which are due from it to a Sub-contractor within 30 days of verifying that the invoice is valid and undisputed :

51.9 The Contractor shall inform the Authority immediately when it becomes aware of any breach by any Sub-Contractor of any of any security related matter and, if requested to do so by the Authority, shall terminate the relevant Sub-Contract.

51.10 The Authority may require the Contractor to terminate a Sub-contract where:

(a) the acts or omissions of the relevant Sub-contractor have caused or materially contributed to the Authority's right of termination;

(b) the relevant Sub-contractor or any of its Affiliates have embarrassed the Authority or otherwise brought the Authority into disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in the Authority, regardless of whether or not such act or omission is related to the Sub-contractor's obligations in relation to the Services or otherwise;

(c) the relevant Sub-contractor has failed to comply in the performance of its Sub-contract with legal obligations in the fields of environmental, social or labour law.

51.11 Notwithstanding the Contractor's right to sub-contract pursuant to this Clause 51, the Contractor shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own. In respect of any element of the Services delivered by Contractor Personnel and/or which are Sub-contracted by the Contractor, an obligation on the Contractor to do or to refrain from doing any act or thing under this Contract, shall include an obligation on the Contractor to procure that the Contractor Personnel and the Sub-contractor also do or refrain from doing such act or thing in their delivery of those elements of the Services.

51.12 Where the Authority considers whether there are grounds for the exclusion of a Subcontractor under Regulation 57 of the Public Contracts Regulations 2015, then:

(a) if the Authority finds there are compulsory grounds for exclusion, the Contractor shall replace or shall not appoint the Sub-contractor;

(b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Contractor to replace or not to appoint the Subcontractor and the Contractor shall comply with such a requirement.

51.13 Nothing in this Contract shall prohibit or prevent any Sub-Contractor employed by the Contractor from being employed by the Authority at any Establishment.

51.14 All Sub-contracts which may result in the employment of any former Authority employee being transferred to a Sub-Contractor pursuant to the transfer regulations shall include those provisions required under paragraph 2.2 of Part 3 to Schedule 9 (Transfer Regulations) in respect of such Sub-contracts.

52 Measures in a Crisis

52.1 If, at any time, the Authority believes, in its sole opinion, that there exist circumstances to which clause 52.2 applies, the Authority Representative may issue a written notice to the Contractor Representative of such belief of Measures in a Crisis.

52.2 The circumstances referred to in clause 52.1 are where, in view of:

- (a) the national interest, the requirements of national security, or the occurrence of a state of transition to war, war or other emergency (whether or not involving hostilities); and/or
- (b) a request to the Authority by a local authority, public body, or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster; and/or
- (c) a request by NATO, the United Nations, the European Union or any other country for support and assistance in relation to international obligations,

it is necessary, appropriate or desirable for the Authority to take all or any of the measures described in clause 52.4 and/or clause 52.5.

52.3 Measures in a Crisis shall cease to apply when the Authority Representative issues a written notice to that effect to the Contractor Representative and thereafter the Contractor shall continue to be bound by the provisions of this Contract.

52.4 If the Authority Representative has issued the notice contemplated in clause 52.1 the Authority Representative may require the Contractor, within such period as the Authority Representative in its sole discretion specifies (but provided that such period is reasonable taking into account all relevant circumstances), to provide such information in the possession, knowledge or control of the Contractor as the Authority Representative may, in its sole discretion, require including information relating to all or any of the following matters:

- (a) the Services currently being carried out by the Contractor for the Authority and any third parties; and/or
- (b) the Services to be carried out by the Contractor (and due to commence within a period specified by the Authority) for the Authority and any third parties; and/or
- (c) all supporting equipment and documentation currently held by the Contractor and the location of such equipment and documentation, and the Contractor shall promptly and diligently comply fully with the requirement to provide such information.

52.5 Upon providing the Authority Representative with the information requested pursuant to clause 52.4, or upon expiry of the period specified by the Authority for the supply of such information, the Contractor shall, upon being so requested by the Authority Representative, discuss in good faith with the Authority Representative any matter which the Authority, in its sole opinion, may consider relevant or appropriate to any proposals the Authority may have for the reallocation of priorities for, or for the reorganisation of, the current supply of Services, or to be provided, by the Contractor. These shall be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to clause 52.1, including the following matters:

- (a) the revision (including the early completion, suspension or cancellation) of any Services for the Authority; and
- (b) the immediate implementation of new Services, and the Parties shall endeavour, as far as reasonably possible, to reach agreement as matter of urgency on such matters.

52.6 Notwithstanding any provision to the contrary in this Contract, and notwithstanding that any of the measures described in clause 52.5 may not have been taken, required to be taken, or have been completed, the Authority may, at any time and in its sole discretion, step-in to this Contract, pursuant to clause 52) and/or the Authority Representative may instruct the Contractor.

- (a) to increase, to suspend, or to cancel, any part of the Services carried out by the Contractor, to remove (permanently or temporarily) the property of third parties from the Establishments and to take all reasonable steps to minimise and mitigate any loss or damage to the Contractor;
- (b) to accelerate to early completion or to suspend the provision of the Services;
- (c) to carry out any changes whatsoever to this Contract required by the Authority without reference to Schedule 6 (Change); and
- (d) to deploy its employees in accordance with the Authority's directions, and the Contractor shall promptly and diligently comply with any instruction issued by the Authority's Representative referred to in this clause 52.6.

52.7 The Contractor shall not be required to take, or refrain from, any action which:

- (a) is outside the power of technical capability or capacity of the Contractor or its Sub-Contractors;
- (b) requires the Contractor to infringe any Law; or
- (c) is beyond the financial capacity of the Contractor (unless the Authority meets any costs arising as a result of such action as and when such costs accrue to the Contractor).

52.8 If the Authority instructs the Contractor pursuant to this clause 52 to take actions not otherwise required under this Contract, the Authority shall indemnify the Contractor against any losses from any claim or action for damages by a third party against the Contractor arising out of any action which the Authority may require the Contractor to take pursuant to clause 52.6 provided that:

- (a) the Contractor shall promptly notify the Authority in writing of any such claim or action or threatened claim or action;
- (b) the Contractor shall act in accordance with the Authority's instructions regarding the manner in which such claim or action or threatened claim or action is to be dealt with or regarding the conduct of any legal proceeding; and
- (c) the Contractor shall not compromise the Authority's position in any way whatsoever by making statements or admissions (other than in accordance with the Authority's instructions) and shall do nothing which could prejudice the defence of any such claim or action or threatened claim or action.

52.9 To the extent that such work is not covered by express agreement between the Parties, the Authority shall pay to the Contractor a fair and reasonable price for any work carried out by the Contractor together with any costs unavoidably incurred by the Contractor, including but limited to any breakage costs in complying with the Authority's instructions under clause 52.6.

53 Force Majeure

53.1 The Contractor shall not be in breach of this Contract, nor liable for late non-performance of any of its obligations under this Contract, if such delay or failure result from a "Force Majeure Event." For the purposes of this Contract a Force Majeure Event is defined as one of the following:

- (a) acts of nature;
- (b) war;
- (c) hostilities

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

53.3 Subject to Clause 53.4 below, the Contractor shall be entitled to an appropriate extension of time for performing such obligations provided always that the Contractor has used, to the satisfaction of the Authority, all reasonable endeavours, both to mitigate the effects of the Force Majeure Event, and to facilitate the continued performance of its obligations under this Contract.

53.4 The maximum extension of time granted under this clause shall be limited to 90 days after which time the Authority may, on giving written notice to the Contractor, terminate this Contract with immediate effect.

54 Failure of Performance

54.1 Performance shall be monitored and managed in accordance with Schedule 4 (Performance).

54.2 A payment Retention or Deduction shall be made from the next payment made to the Contractor in the event of any Significant Performance Failure or Major Performance Failure, as detailed in Schedule 3 (Price and Payment) and Schedule 4 (Performance).

54.3 If a breach of this Contract by the Contractor has continued or occurred frequently, the Authority may service a notice on the Contractor:

- (a) specifying that it is a formal warning notice.
- (b) giving reasonable details of the breach; and
- (c) stating that such breach is a breach which, if it recurs frequently or continues, may result in a termination of the whole or part of this Contract in accordance with this clause 54.

54.4 If, following service of such a warning notice, the breach specified has continued or recurred frequently after the date of service of such notice, then the Authority may serve another notice on the Contractor specifying that it is a final warning notice;

- (a) stating that the breach specified has been the subject of a prior formal warning notice served on the Contractor; and

(b) stating that if such failure continues or recurs frequently after the date of service of the final warning notice then such breach shall constitute a "Persistent Breach".

54.5 Notwithstanding any other provision of this Agreement, if the Contractor has failed to:

- (a) achieve a milestone by its milestone Date;
- (b) provide the Services in accordance with the Performance Levels; and/or
- (c) comply with its obligations under this Contract,

and can demonstrate that the Contractor Performance Failure would not have occurred but for an Authority Cause, then (subject to the Contractor fulfilling its obligations in this clause 54 and the Authority's acceptance that any such Failure was due to Authority Cause):

- (a) the Contractor shall not be treated as being in breach of this Agreement to the extent the Contractor can demonstrate that the Contractor Performance Failure was caused by the Authority Cause;
- (b) the Authority shall not be entitled to exercise any rights that may arise as a result of that Contractor Performance Failure:

54.6 In order to claim any of the rights and/or relief referred to in clause 54.5, the Contractor shall follow the process set out in Schedule 4 (Performance).

55 Step-In Rights

55.1 On the occurrence of a Step-In Trigger Event, the Authority may serve notice on the Contractor (a "Step-In Notice") that it will be taking action under this clause 55 (Step-In Rights), either itself or with the assistance of a third party (provided that the Contractor may require any third parties to comply with a confidentiality undertaking). The Step-In Notice shall set out the following:

- (a) the action the Authority wishes to take and in particular the Services that it wishes to control (the "Required Action");
- (b) the Step-In Trigger Event that has occurred and whether the Authority believes that the Required Action is due to the Contractor's Default;
- (c) the date on which it wishes to commence the Required Action;
- (d) the time period which it believes will be necessary for the Required Action;
- (e) whether the Authority will require access to the Contractor's premises and/or the Sites; and
- (f) to the extent practicable, the impact that the Authority anticipates the Required Action will have on the Contractor's obligations to provide the Services during the period that the Required Action is being taken.

55.2 Following service of a Step-In Notice, the Authority shall:

- (a) take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;

- (b) keep records of the Required Action taken and provide information about the Required Action to the Contractor;
- (c) co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide the Services in relation to which the Authority is not assuming control; and
- (d) act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Authority's rights under this clause 55.

55.3 For so long as and to the extent that the Required Action is continuing, then:

- (a) the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action;
- (b) no deductions shall be applicable in relation to charges in respect of Services that are the subject of the Required Action and the provisions of clause 55.4 shall apply to deductions from charges in respect of other Services; and
- (c) the Authority shall pay to the Contractor the charges after subtracting any applicable Deductions and the Authority's costs of taking the Required Action.

55.4 If the Contractor demonstrates to the reasonable satisfaction of the Authority that the Required Action has resulted in:

- (a) the degradation of any Services not subject to the Required Action; or
- (b) the non-Achievement of a milestone, beyond that which would have been the case had the Authority not taken the Required Action, then the Contractor shall be entitled to an agreed adjustment of the charges.

55.5 Before ceasing to exercise its step-in rights under this clause 55 the Authority shall deliver a written notice to the Contractor (a "Step-Out Notice"), specifying:

- (a) the Required Action it has actually taken; and
- (b) the date on which the Authority plans to end the Required Action (the "Step-Out Date") subject to the Authority being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 55.6.

55.6 The Contractor shall, following receipt of a Step-Out Notice and not less than twenty (20) Business Days prior to the Step-Out Date, develop for the Authority's approval a draft plan (a "Step-Out plan") relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of this Contract.

55.7 If the Authority does not approve the draft Step-Out plan, the Authority shall inform the Contractor of its reasons for not approving it. The Contractor shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.

55.8 The Contractor shall bear its own costs in connection with any step-in by the Authority under this clause 55, provided that the Authority shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any step-in action taken by the Authority under:

- (a) limb (c) of the definition of a Step-In Trigger Event; or
- (b) limbs (d) (e) and (f) of the definition of a Step-in Trigger Event (insofar as the primary cause of the Authority serving the Step-In Notice is identified as not being the result of the Contractor's Default).

56 Termination for Contractor Default

56.1 If a Contractor Default has occurred, the Authority shall be entitled to terminate the whole or any part of this Contract in accordance with the provisions of clause 56.2 and subject to the provisions of clauses 56.3 to 56.6.

56.2 If a Contractor Default has occurred and the Authority wishes to terminate the whole or any part of this Contract pursuant to clause 54.3 (Failure of Performance), it must serve a notice (the "Termination Notice") on the Contractor stating:

- (a) that the Authority is terminating this Contract (in whole or in part) for Contractor Default;
- (b) where relevant, the part of this Contract that the Authority is terminating;
- (c) the type and nature of Contractor Default that has occurred, giving reasonable details; and
- (d) that this Contractor (or part) shall (subject to clauses 56.3 to 56.6) terminate on the day (the "Termination Date") falling thirty (30) Business Days after the date the Contractor receives the Termination Notice.

56.3 Where a Termination Notice cites a Contractor Default of the type and nature falling under limb (a), (b), (g), (h), (i), (j) or (k) of the definition of "Contractor Default" in Schedule 1 (Definitions), the Contractor shall, in consultation with the Authority, have the opportunity to set out how it intends to remedy such Contractor Default.

56.4 Where the Authority agrees with such proposed remedy, and the remedy is implemented as agreed, the Termination Notice in question shall be deemed to be revoked.

56.5 Where the Authority agrees with such proposed remedy, and the remedy is not implemented as agreed, the Termination Date shall be the day falling thirty (30) Business Days after the date by which the remedy was agreed to be implemented.

56.6 If by the day falling thirty (30) Business Days after the date the Contractor receives the Termination Notice (or such later date as the Authority, at its discretion, may agree) the Authority considers that such proposed remedy will not restore the provision of the Services or any part in accordance with the terms of this Contract, and/or that such proposed remedy will not rectify all breaches of this Contract, the Authority may terminate the whole or part of this Contract immediately (and the Termination Date shall be the day falling thirty (30) Business Days after the date the Contractor receives the Termination Notice (or such later date as the Authority, at its discretion, may agree)).

56.7 Following the issue of a Termination Notice pursuant to clause 56.2 above, and where the Authority is terminating the whole of this Contract, this Contract shall (subject to clauses 56.3 to 56.6) terminate on the Termination Date.

56.8 Where the Authority is terminating part of this Contract, the Parties shall, subject to clause 63 (Continuing Obligations), owe each other no further obligations in respect of such part of this Contract as is specified in the Termination Notice from the Termination Date.

56.9 For the avoidance of doubt, where clause 56.8 applies, the Parties shall continue to fulfil their respective obligations in respect of those parts of this Contract that are not identified in the Termination Notice as being terminated.

57 Termination for Material Breach

57.1 In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written Notice to the Contractor where the Contractor is in material breach of its obligations under the Contract.

57.2 Where the Authority has terminated the Contract under clause 57.1 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract, including but not limited to any costs and expenses incurred by the Authority in:

- (a) carrying out any work that may be required to make the Services comply with the Contract; or
- (b) obtaining the Contractor Deliverable in substitution from another Contractor.

58 Termination for Employment Matters

58.1 The Authority may terminate this Contract any time before the Expiry Date in the following circumstances:

- (a) if the Contractor does not enter into the Admission Agreement by the Service Commencement Date;
- (b) if the Contractor breaches the provisions of the Admission Agreement provided that where the breach is remediable the right to terminate shall only arise where the Contractor fails to remedy the breach within twenty-eight (28) days of service of a notice from the Minister for the Cabinet Office setting out particulars of the breach and requiring the Contractor to remedy it; or
- (c) if the Contractor breaches the provisions of Schedule 9 (Transfer Regulations) provided that where the breach is remediable the right to terminate shall only arise where the Contractor fails to remedy the breach within twenty-eight (28) days of service of a notice from the Authority setting out particulars of the breach and requiring the Contractor to remedy it; or
- (d) where notice to terminate the Admission Agreement has been served under clause 13.1 of the Admission Agreement.

59 Termination at Break Points

59.1 In the event that a complete Section of Schedule 2 (Statements of Requirements) is to be removed from the Contract at a Break Point in accordance with clause 12.7 (Duration) and Schedule 6 (Change), that Section shall terminate on the specified Break Point date.

60 Termination for Convenience

60.1 The Authority shall have the right to terminate the Contract in whole or in part at any time by giving the Contractor at least thirty (30) business days written notice. Upon expiry of the notice period the Contract, or relevant part thereof, shall terminate without prejudice to the rights of the parties already accrued up to the date of termination. Where only part of the Contract is being terminated, the Authority and the Contractor shall owe each other no further obligations in respect of the part of the Contract being terminated, but will continue to fulfil their respective obligations on all other parts of the Contract not being terminated.

60.2 Following the above notification, the Authority shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Contractor to:

- (a) not start work on any element of the Services not yet started;
- (b) complete in accordance with the Contract the provision of any element of the Services;
- (c) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Services is reduced as quickly as possible;
- (d) terminate on the best possible terms any subcontracts in support of the Services that have not been completed, taking into account any direction given under clauses 60.2a and 60.2b.

60.3 Where this condition applies (and subject always to the Contractor's compliance with any direction given by the Authority under clause 60.2):

(a) The Authority shall take over from the Contractor at a fair and reasonable price all unused and undamaged materiel and any goods in the course of manufacture that are:

- (i) in the possession of the Contractor at the date of termination; and
- (ii) provided by or supplied to the Contractor for the performance of the Contract,

except such materiel and goods in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

(b) the Contractor shall deliver to the Authority within an agreed period, or in absence of such agreement within a period as the Authority may specify, a list of:

- (i) all such unused and undamaged materiel; and
- (ii) goods in the course of manufacture,

that are liable to be taken over by, or previously belonging to the Authority, and shall deliver such materiel and Services in accordance with the directions of the Authority;

(c) in respect of Services, the Authority shall pay the Contractor fair and reasonable prices for each Service performed, or partially performed, in accordance with the Contract.

60.4 The Authority shall (subject to clause 60.5 and to the Contractor's compliance with any direction given by the Authority in clause 60.2) indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, subject to:

- (a) the Contractor taking all reasonable steps to mitigate such loss; and
- (b) the Contractor submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Contractor as a result of the termination of the Contract or relevant part.

60.5 The Authority's total liability under the provisions of this Condition shall be limited to the total price of the Services payable under the contract (or relevant part), including any sums paid, due or becoming due to the Contractor at the date of termination.

60.6 The Contractor shall include in any subcontract over £250,000 which it may enter into for the purpose of the Contract, the right to terminate the subcontract under the terms of clauses 60.1 to 60.5 except that:

- (a) the name of the Contractor shall be substituted for the Authority except in clause 60.3a;
- (b) the notice period for termination shall be as specified in the subcontract, or if no period is specified twenty (20) business days; and
- (c) the Contractor's right to terminate the subcontract shall not be exercised unless the main Contract, or relevant part, has been terminated by the Authority in accordance with the provisions of this clause 60.

60.7 Claims for payment under this condition shall be submitted in accordance with the Authority's direction.

61 Financial Consequences of Termination

61.1 Unless otherwise stated in Termination clauses 56 to 60, on termination of this Contract (in whole or in part) the Contractor shall be entitled to (subject to any Authority rights of set-off):

- (a) any approved and unpaid amounts outstanding at the Termination Date;
- (b) in respect of any work carried out up to the Termination Date, the amount which would have been payable if this Contract had not been terminated and the Contractor had been entitled to and had made a payment claim on the Termination Date;
- (c) costs, liabilities or expenditure reasonably and properly chargeable by the Contractor in connection with the Contract to the extent to that the said costs, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract; and
- (d) Exit Costs relating to the terminated part of this Contract.

61.2 Any payment of compensation pursuant to this clause 61 shall be in full satisfaction of any claim which can be made against the Authority by the Contractor in relation to the termination of this Contract. The compensation payable under this clause 61 shall be the sole remedy of the Contractor against the Authority in respect of the termination of this Contract.

61.3 Where the Contract has been Terminated for Contractor Default and the Authority makes alternative arrangements for the provision of the Services, the Authority shall be entitled to recover from the Contractor the cost of making such alternative arrangements, together with any additional expenditure incurred by the Authority as a result of such other arrangements throughout the remainder of what would have been (as at the date of the Termination Notice) the term of this Contract had it not been terminated pursuant to clause 56 (Termination for Contractor Default).

61.4 In the event that, as a result of any Contractor Default, data transmitted or processed in connection with this Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstruction of that data and shall provide a full credit in respect of any charge levied for its transmission.

62 Exit

62.1 Exit from the Contract (either all or in part) shall be managed in accordance with Schedule 17 (Exit Management) and the Contractor's Exit Management Plan.

62.2 The Exit Plan shall detail the activities the Contractor shall take to support transfer of any or all of the Services to the Authority or any Follow-On Contractor, in the event that:

- (a) the Contract reaches its Expiry Date; or
- (b) the Contract is terminated before the Expiry Date; or
- (c) any of the Services or Sections of Schedule 2 (Statement of Requirements) are removed before the Expiry Date.

62.3 The Exit Plan shall be reviewed annually (or more frequently if agreed between the Parties). Revised versions shall take into account any new or amended arrangements.

62.4 The Contractor shall provide a detailed Exit Programme each time the Exit Plan comes into effect, on the following occasions:

- (a) Twelve (12) months prior to the Expiry Date;
- (b) thirty (30) days prior to the removal of Services or Sections from Schedule 2 (Schedule of Requirements) or from the date of notification of removal of Services or Sections from Schedule 2 (Schedule of Requirements)..
- (c) The date of a Termination Notice being issued by the Authority.

62.5 When the Exit Plan comes into effect, for any reason, the Contractor shall co-operate fully with the Authority to ensure an orderly migration of the Services from the Contractor to the Authority or any Follow-On Contractor. For the purposes of this Condition the meaning of the term "co-operate" shall include:

- (a) liaising with the Authority and/or any Follow-On Contractor, and providing reasonable assistance and advice concerning the provision of the Services and transfer of such provision to the Authority or to such Follow-On Contractor;
- (b) allowing any such Follow-On Contractor access (at reasonable times and on reasonable notice) to any Establishments and/or assets used in the provision of the Services, but not so as to interfere with or impede the provision of the Services;
- (c) without prejudice to the obligations of the Contractor pursuant to DEFCON 531 (Disclosure of Information), providing to the Authority and/or to any Follow-On Contractor all and any information concerning:
 - (i) any Establishments; and
 - (ii) provision of the Services which is reasonable required for the efficient transfer of responsibility for performance of the Contractor's obligations, but excluding any information which is commercially sensitive to the Contractor (and for the purpose of this clause 62 "commercially sensitive" shall mean information which would, if disclosed to a competitor of the Contractor, give that competitor a competitive advantage over the Contractor and thereby prejudice the business of the Contractor;
 - (iii) any information and data generated or supplied in connection with the Contract.

62.6 During any Exit Period, the Contractor shall take no action at any time which is calculated or intended, directly or indirectly, to prejudice or frustrate or make more difficult the transfer of Services to any other Party.

62.7 In the event that the Authority elects to transfer the Services (or any part thereof) to a Follow-On Contractor, the Authority shall, as soon as is reasonably practicable, notify the Contractor. In any event, not later than thirty (30) Business Days before the transfer is due to take place the Contractor shall be notified of details such as the contractor's company or organisation name, postal address, telephone number, responsible contacts, and any other such information that the Contractor reasonably requires in order to discharge its obligations.

62.8 Transfer of Services from the Contractor to the Authority or any Follow-On Contractor may be phased, so that some Services are transferred before others:

62.9 During any Exit Period, the Contractor shall continue to deliver the Services to meet Satisfactory Performance, including maintaining provision of SQEP:

62.10 Where the Authority deems it appropriate, it shall give the Contractor its explicit, written authority to transfer any Authority data and equipment currently or formerly owned by the Authority in its custody, which is to be transferred pursuant to the Exit Plan, to any Follow-On Contractor specified by the Authority. The Authority shall confirm its receipt, in writing to the Contractor within thirty (30) Business Days of such receipt.

62.11 Where the Contractor returns to the Authority any equipment owned by the Authority, the Authority shall confirm receipt, in writing to the Contractor within thirty (30) Business Days of such receipt.

62.12 If compliance with clause 62.5 above extends beyond the Term, the Contractor shall undertake to provide such services as may be required arising from the transfer of responsibility provided such services are within the capacity of the Contractor's organisation.

The Authority shall pay to the Contractor the fair and reasonable costs of providing assistance pursuant to this clause and 62.5 above but only in respect of assistance rendered after the expiry of the Term or the Termination Date (if earlier) and to the extent that such costs are not covered by the Contractor's Exit Costs.

62.13 Following the Expiry Date or any earlier Termination Date, the Contractor shall, with the Authority's consent (not to be unreasonably withheld), be allowed reasonable access to land and/or premises owned or controlled by the Authority in order to carry out winding-down activities.

62.14 Notwithstanding any provisions of the Exit Plan, and the expiry of the Contract Term, the Contractor shall ensure that any Services requested by the Authority prior to the Expiry Date which have not been completed by the Expiry Date shall be completed to the absolute satisfaction of the Authority and that the provisions of this Contract shall apply to such Services.

62.15 For the purposes of this clause 62 all references to the Contractor include any receiver, manager, administrator or liquidator of the Contractor.

63 Continuing Obligations

63.1 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.

64 Non Solicitation

64.1 Subject to clause 64.2 the Contractor undertakes that during the term of this Contract, and for the period of six (6) months after the Expiry Date or Termination Date, it shall not directly solicit or attempt to directly solicit services from any employees of the Authority or entice or attempt to entice any employees of the Authority away from the Authority.

64.2 Where the employee of the Authority responds on its own account to an advertisement made by the Contractor to the wider public, such response shall not be construed as the Contractor directly soliciting or attempting to directly solicit services from any employee of the Authority or enticing or attempting to entice any employees away from the Authority.

64.3 In the event that the Contractor breaches clause 64.1, it shall pay on demand liquidated damages to the Authority, the amount of liquidated damages being calculated in accordance with clause 64.4.

64.4 The amount of liquidated damages payable by the Contractor to the Authority pursuant to clause 64.3 shall be a sum equal to the gross salary of the relevant employee of the Authority for the twelve (12) month period (or, if the employee of the Authority was employed for a period of less than twelve (12) months, the gross salary for such lesser period) prior to the breach of clause 64.1 by the Contractor. The Parties agree that the liquidated damages referred to in this clause 64.4 are a genuine pre-estimate of loss that the Authority may suffer as a result of such breach.

65 Working With Other Authority Contractors

65.1 The Contractor shall co-operate and liaise in good faith with all other Authority Contractors at the Establishments or otherwise as necessary to enable it to perform its obligations under this Contract.

65.2 In performing its obligations under this Contract the Contractor shall have regard to the obligations of the Authority under any other contracts entered into relation to the Establishments or otherwise insofar as the Contractor has been given notice of any such obligations at any time and shall not by any act, omission or default do anything to cause or contribute to any breach by the Authority of any such obligation.

65.3 At the request of the Authority, the Contractor shall enter into good faith discussions with the Authority and any other relevant Authority Contractor, to agree an interface agreement.

66 Non-Exclusivity

66.1 The Contractor accepts that, the Authority reserves the right to invite competitive quotations from the Contractor and others and, as appropriate, to place orders elsewhere for any or all of the Services during the Contract Term.

67 Relationship of the Parties

67.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

67.2 Save as expressly provided otherwise in this Contract, the Contractor shall not be, or be deemed to be, an agent of the Authority, and the Contractor shall not hold itself out as having authority or power to bind the Authority in any way.

68 Assignment

68.1 The Contractor shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights, obligations or liabilities under this Contract without the prior written consent of the Authority.

68.2 The Authority may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Contract and/or any associated licences to:

- (a) any Central Government Body; or
- (b) to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Authority,

and the Contractor shall, at the Authority's request, enter into a novation Contract in such form as the Authority shall reasonably specify in order to enable the Authority to exercise its rights pursuant to this clause 68.2.

69 Publicity

69.1 The Contractor shall not and shall ensure that any employee or Sub-Contractor shall not:

- (a) communicate with representatives of the press, television, radio or other media on any matter concerning the Contract;
- (b) use the Authority's name or brand in any promotion or marketing or announcement of orders;
- (c) photograph or film in or upon any Establishment;
- (d) erect or exhibit on any part of the Establishment any signs, notice or advertisement.

unless the Authority has given its prior written consent.

69.2 Each Party acknowledges to the other that nothing in this Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party (including the Services, the Contractor System and the Authority System) and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

70 Transparency

70.1 Subject to clause 70.2 but notwithstanding DEFCON 531 (Disclosure of Information), the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

70.2 Before publishing the Transparency Information to the general public in accordance with clause 70.1, 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.

70.3 The Authority may consult with the Contractor before redacting any Information from the Transparency Information in accordance with clause 70.2. 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.

70.4 For the avoidance of doubt, nothing in this clause 70 shall affect the Contractor's rights at law.

71 Freedom of Information

71.1 The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

(b) transfer to the Authority all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Business Days of receipt;

(c) provide the Authority with a copy of all Information held on behalf of the Authority which is requested in a Request For Information and which is in its possession or control in the form that the Authority requires within five (5) Business Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and

(d) not respond directly to a Request For Information addressed to the Authority unless authorised in writing to do so by the Authority.

71.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

72 Waiver

72.1 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.

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



Ministry
of Defence

SCHEDULE 1 – DEFINITIONS

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SCHEDULE 1 – DEFINITIONS

1. Introduction

1.1 This Schedule details the Definitions, References, Qualifications and Abbreviations which are used throughout this Terms & Conditions of the Contract and its supporting Schedules.

1.2 Definitions are detailed in the core of this Schedule. References are detailed at Annex A, Qualifications are detailed at Annex B and Abbreviations are detailed at Annex C.

Term	Definition
Acceptance Test	means the tests the Authority will undertake to ensure the Contractor has met the Implementation Activities, as detailed in Schedule 10 (Implementation Management);
Additional Hours	means any hours worked by Contractor Personnel in addition to the hours specified in Schedule 2 (Statement of Requirements) and charged for as detailed in Schedule 3 (Price and Payment);
Admission Agreement	means the agreement between the Parties in respect of Pensions as set out in Schedule 9 (Transfer Regulations);
AESAS	means "Provision of Aircraft Engineering Support and Airfield Services at Royal Naval Air Stations (RNAS) Yeovilton and Culdrose";
AESAS Quality Management System	means the Contractors Quality Management System, as detailed in Schedule 14 (Quality Management);
Affiliate	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
Air Station	means Royal Naval Air Station
Annual Report	means a report provided by the Contractor at the Level 1 meeting, as detailed in Schedule 5 (Governance);
Articles	means any goods (excluding services) which the Contractor is required to supply under the Contract;
Articles In Use	means accountable materiel that is required to be held in use by an individual, sub-department or organisation to enable them to carry out a particular task or purpose;
Air Safety Information Management System (ASIMS)	means the Military Aviation Authority's (MAA's) MOD-intranet hosted tool for reporting, investigating and recording air-safety related occurrences;
Asset Management Plan	means the Contractors Asset Management Plan, as detailed in Schedule 13 (Asset Management);
Authority	means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Term	Definition
Authority Cause	means any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
Authority Contractor	means any contractor, consultant or agent as may be appointed from time to time to deliver goods and/or services to the Authority;
Authority Personnel	means any officer, agent, contractor (other than the Contractor) or employee of the Authority or member of the armed forces acting in the course of his office, contract or employment;
Authority Premises	means an area, establishment, site, building or facility owned by or under the management of the Authority, at which any Services of the Contract may be conducted;
Authority Property	means all Authority owned assets and property, including Intellectual Property;
Authority Representative	means an appropriate representative of the Authority duly authorised by the Authority to act on behalf of the Authority for the purpose of discharging and managing the Authority's obligations under this Contract;
Background Intellectual Property	means that Intellectual Property which is generated outside of the Contract;
Bank Guarantee	means a guarantee provided by a Bank to the Contractor in the form set out in Schedule 20 (Guarantee);
Baseline Personnel Security Standard (BPSS)	means the pre-employment checks to be carried out to obtain an appropriate degree of assurance about the identity, nationality, employment history and integrity of individuals. Satisfactory completion of the Baseline Personnel Security Standard may allow access to government assets marked 'Official' and 'Sensitive';
Baseline Security Requirements	means the Authority's baseline security requirements
Benchmarked Services	means the agreed Services to be the subject of the Benchmarking Exercise in accordance with clause 37 (Benchmarking);
Benchmarking Exercise	means the exercise to be conducted in accordance with clause 37 (Benchmarking);
Benchmarking Price	means the price for the Benchmarked Services established as a result of the Benchmarking Exercise in accordance with clause 37 (Benchmarking);
BFCV Operator Licence	means licence required from the Department for Transport to operate goods vehicles above 3.5 tonnes gross vehicle weight on public roads for trade or business purposes;
Break of Service	means the permanent cessation of a specified Service in accordance with Schedule 6 (Change);
Break Point	means the date on which a Section of Schedule 2 (Statement of Requirements) may be removed from the Contract, in accordance with clause 12.7 (Duration);
Business Day	means any day other than a Saturday, Sunday or public holiday in England and Wales;

Term	Definition
Business Management Plan	means the Contractors Business Management Plan, as detailed in Schedule 15 (Business Management);
Cabinet Office	means the department of the Government of the United Kingdom responsible for supporting the Prime Minister and Cabinet of the United Kingdom;
Change	shall mean any deletion, amendment, alteration or addition to the extent of any obligation of a Party under the Contract, as detailed in Schedule 6 (Change);
Change in Law	means any change in any Law which impacts on the performance of the Services and which comes into force after the Effective Date.
Change Request	means a notice issued by the Authority to the Contractor to request an amendment to the Contract, as detailed in Schedule 6 (Change);
Commanding Officer	means the head of an Establishment who exercises judicial and military discipline;
Comptroller & Auditor General	means the Government official in charge of the National Audit Office;
Continuity Management Plan	means the Contractors Continuity Management Plan, as detailed in Schedule 16 (Continuity Management);
Continuous Improvement	means the continual process of aiming to improvement delivery and performance, as detailed in Schedule 6 (Change);
Continuous Improvement Change	means the procedure for an amendment to the Contract, as detailed in Schedule 6 (Change);
Contract	means the "Provision of Aircraft Engineering Support and Airfield Services at Royal Naval Air Stations (RNAS) Yeovilton and Culdrose" Contract and includes the Terms and Conditions of Contract, the Schedules and their Annexes;
Contract Amendment Letter	means the letter sent by the Authority to the Contractor to confirm an amendment to the Contract, as detailed in Schedule 6 (Change);
Contract Change	means any change to the Contract made in accordance with Schedule 6 (Change);
Contract Manager	means the person appointed from time to time by the Contractor and as such notified to the Authority Representative. The Contract Manager shall be the initial, single, point of contact with the Authority;
Contract Period 1	means the period commencing on 1 January 2021 and ending on 31 March 2021;
Contract Period 2	means the period commencing on 1 April 2021 and ending on 31 March 2022;
Contract Period 3	means the period commencing on 1 April 2022 and ending on 31 March 2023;
Contract Period 4	means the period commencing on 1 April 2023 and ending on 31 March 2024;
Contract Period 5	means the period commencing on 1 April 2024 and ending on 31 March 2025;

Term	Definition
Contract Period 6	means the Option Period commencing on 1 April 2025 and ending no later than 31 March 2026;
Contract Period Price	means the total price in GBP (£ Sterling) exclusive of VAT for the satisfactory delivery of all Services (prior to any adjustments), for a Contract Period;
Contract Price	means the total price in GBP (£ Sterling) exclusive of VAT for the satisfactory delivery of all Services for the Contract Term (prior to any adjustments), as detailed in Schedule 3 (Price and Payment);
Contract Quality Management System	means the Contract Quality Management System, as detailed in Schedule 14 (Quality Management)
Contract Term	means the period commencing on the Effective Date and, subject to any termination of the Contract prior to the Expiry Date, ending on the Expiry Date;
Contracting, Purchasing and Finance (CP&F)	means the Authority's electronic payment system which the Contractor interacts with through an Exostar account;
Contractor Default	means any one or more of the following: (a) a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the provision of the Services; (b) a Persistent Breach occurs; (c) a court makes an order that the Contractor be wound up or a resolution for a voluntary winding-up of the Contractor is passed; (d) any receiver or receiver manager in respect of the Contractor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 for the Contractor; (f) an administration order is made, or an administrator is appointed, in respect of the Contractor; (g) a breach by the Contractor of its obligations under clause 69 (Assignment) or clause 51 (Sub-Contractors); (h) a failure to commence the provision of any Service detailed in Schedule 2 (Statement of Requirements); (i) a breach by the Contractor of its obligations to take out and maintain any of the Required Insurances; (j) a breach by the Contractor of Security; and (k) a Personal Data Breach occurs;
Contractor Employee	means an employee of the Contractor;
Contractor Equipment	means any equipment owned by the Contractor, its employees or its Sub-Contractors and used by any such in delivery of the Services;
Contractor Furnished Assets	means assets belonging to the Contractor which are being used to support provision of the Services;
Contractor Management Plans	means the full suite of the Contractors Management Plans included in Schedules 10 through 17;

Term	Definition
Contractor Personnel	means a Contractor Employee or such other person engaged by the Contractor to perform the Services;
Contractor Representative	means a person duly authorised by the Contractor to act on behalf of the Contractor for the purpose of discharging and managing the Contractor's obligations under this Contract and identified in the Contract or in any subsequent notice to act for those purposes;
Contractor Security Officer	means the person appointed by the Contractor to manage security aspects of the Contract;
Contractor's Commercially Sensitive Information	means the information listed on the Contractors Commercial Sensitive Information Form DEFFORM 539A being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information;
Contractors Establishment Delivery Team	means the nominated Contractor Personnel responsible for the local level delivery team as identified in the Deliverable Quality Plan.
Contractors Executive Management	means the Contractor's executive management board as appointed by the Contractor as identified in the Deliverable Quality Plan;
Contractors Senior Management	means the Contractor's senior contract delivery team as appointed by the Contractor as identified in the Deliverable Quality Plan;
Control Copy	means the copy of that information to be maintained by the Contractor as set out in clause 49 (Background Intellectual Property);
Controlled Information	means any information which is disclosed to the Contractor by or on behalf of the Authority, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication;
Culdrose	means Royal Naval Air Station Culdrose
Cyber Risk Assessment	means the Assessment raised either by the Authority for the Contractor to respond to or by the Contractor for its Sub-Contractors to respond to, to ensure that all electronic information is secure;
Day	means a calendar day;
Deduction Sum	means the amount deducted from the Monthly Payment following a Major Performance Failure, as detailed in Schedule 4 (Performance);
DEFFORM 10B	means the form signed by the Authority to the Contractor to confirm an amendment to the Contract, as detailed in Schedule 6 (Change);
DEFSTANs	means Defence Standards, the portfolio of documents published by the UK Defence Standardization Organisation in respect of the Ministry of Defence's standardization policy and effective acquisition;
Deliverable Quality Plan	means the Contractors Deliverable Quality Plan, as detailed in Schedule 14 (Quality Management)

Term	Definition
Designated Officer (DO)	means the Authority's Level 2 Chair authorised to monitor the work of the Contractor and authorise claims for payment in accordance with Schedule 5 (Governance); unless this is a mandated definition, I think we should either include Levels 1-3 or just use Level 3;
Designated Officer's Representative (DO(R))	means the individual to whom the DO delegates responsibility for routine contract monitoring on-site at RNAS Culdrose and Yeovilton; usually the respective Air Station's Deputy Senior Support Engineers (DSSE);
Detached	means, unless specified otherwise, requirements for Services to be delivered at UK locations other than the Royal Naval Air Stations or their satellite airfields, as planned from time to time, but not including requirements to attend unplanned aircraft landings or sites of aircraft incidents or accidents.
Dispute	means any matter or issue arising between the Parties which has not been resolved between the Parties within 30 days (or such period as is agreed between the Parties) of its referral;
Due Diligence Information	means all materials, records and information deemed material to the Contract that the Authority has made available to the Contractor;
Effective Date	means the date the Contract comes into effect which shall be the date that both the Authority and the Contractor sign the contract, or if the parties are signing on different days, the date the last party signs the contract;
Electronic Procurement Card (ePC)	means the VISA card that is supplied by the Authority for Low Value Purchasing (LVP);
Environment Agency	means the non-departmental public body sponsored by the United Kingdom government's Department for Environment, Food and Rural Affairs with responsibilities relating to the protection and enhancement of the environment in England;
Error Management	means practical application of Human Factors training, comprising knowledge, tools and a framework to enable organisations to understand the type of errors that are occurring and be able to manage the risk accordingly;
Establishment	means an area, establishment, site, building or facility owned by or under the management of the Authority, at which any Services of the Contract may be conducted;
Establishment Orders	means any directive or instruction issued formally in writing by or on behalf of an Establishment;
Establishment Representative	means a representative of an Establishment at a governance meeting, detailed in Schedule 5 (Governance):
Establishment Security Officer (ESyO)	means a person or persons appointed by the Authority to manage security aspects of this Contract;
Establishment Standing Orders	means any directive or instruction issued formally in writing by or on behalf of an Establishment;
Establishment Waste Management Plans	means the Establishments' plans for the disposal of waste;

Term	Definition
Exit Activities	means the activities the Contractor must completed during any Exit Period, as detailed in Schedule 17 (Exit Management);
Exit Costs	means the cost incurred by the Contractor in performing the Exit Activities;
Exit Manager	means the Contractor's representative responsible for activities during any Exit Period;
Exit Period	means the period of prior to any Expiry Date, Service End Date or Termination Date during which Parties shall facilitate full handover of all Services to the Authority or any Follow-On Contractor, as detailed in Schedule 17 (Exit Management);
Exit Plan	means the Contractors plan detailing its overall approach to Exit, as detailed in Schedule 17 (Exit Management);
Exit Programme	means the Contractors detailed timetable of actions required during the Exit Period, as detailed in Schedule 17 (Exit Management);
Expiry Date	means the date the Contractor shall cease to deliver the Services and the date on which the Contract shall end, subject to any termination of the Contract prior to the Expiry Date;
Final Expiry Date	means 31 March 2026, the date the Contractor shall cease to deliver the Services and the date on which the Contract shall end, should the Authority elect to invoke the Option Period and subject to the Authority stating any earlier date if it elects to invoke said Option Period;
Final Proposal	means a final plan submitted by the Contractor with a solution to a request from the Authority to amend the Contract, as detailed in Schedule 6 (Change);
Firm Price	means a price agreed for delivery of the Services which shall not vary, subject to any agreed amendments in accordance with Schedule 6 (Change);
FOI Legislation	means the Freedom of Information Act 2000, the Data Protection Act 1998, the Environmental Information Regulations 2004 and any other applicable legislation governing access to information;
Follow-on Contract	means a contract by the Authority to deliver any or all of the Services after the Break Point, Service End Date, Termination Date or Expiry Date;
Follow-on Contractor	means an entity who may be contracted by the Authority to deliver any or all of the Services after the Break Point, Service End Date, Termination Date or Expiry Date;
Force Majeure	means an unpredictable event or occurrence outside the control of the contracting Parties. It is not attributable to any act, or failure to take preventative action by, the party concerned and is likely to have a catastrophic effect on the contractor's ability to fulfil their obligations under the contract. These events are therefore highly unlikely to occur;
Foreground Intellectual Property	means that Intellectual Property generated in performance of the Contract;

Term	Definition
Fraud	means any offence under any Law creating offences in respect of fraudulent acts and shall include but not be limited to fraud, collusion, bribery, extortion and corruption;
Full Acceptance	means that the Authority has accepted that the Contractor has completed all Implementation Activities, as detailed in Schedule 10 (Implementation Management);
Full List X Status	means the Contractor has a site that has been fully approved to hold any material classified SECRET;
Gainshare	means the arrangement which provides a financial benefit to both Parties through savings made as a result of continuous improvement, as detailed in Schedule 6 (Change);
Gainshare Fee	means the saving made as a result of Gainshare that is due to the Contractor for a Contract Period, as detailed in Schedule 3 (Price and Payment);
Gainshare Sum	means the amount due to the Contractor each month as a result of Gainshare savings, as detailed in Schedule 3 (Price and Payment);
General Change in Law	means a Change in Law which is not a Specific Change in Law.
Good Industry Practice	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Government Furnished Assets ("GFA")	means tangible assets issued or made available to the Contractor by the Authority for us in connection with the Contract;
Government Furnished Facilities (GFF)	means buildings or facilities made available to the Contractor by the Authority for us in connection with the Contract;
Government Furnished Information (GFI)	means information or data issued or made available to the Contractor by the Authority for us in connection with the Contract;
Government Procurement Card (GPC)	means the previous version of the Electronic Procurement Card (ePC);
Human Factors	means understanding, managing and supporting the role of the human in systems and their contribution to safety performance in an effective safety management system;
Husbandry	means the careful use of a facility, piece of equipment, or consumable to maintain it in good working order, aesthetic appearance, and avoiding clutter or waste;
Implementation Activities	means the activities the Contractor must completed during the Implementation Period, as detailed in Schedule 10 (Implementation Management);

Term	Definition
Implementation Manager	means the Contractor's representative responsible for activities during the Implementation Period;
Implementation Period	means the period between the Effective Date and the Service Commencement Date;
Implementation Plan	means the Contractors plan detailing its overall approach to Implementation, as detailed in Schedule 10 (Implementation Management);
Implementation Programme	means the Contractors detailed timetable of actions required during the Implementation Period, as detailed in Schedule 10 (Implementation Management);
Indemnifying Party	means a Party wishing to make a claim as detailed in clause 46.4 (Indemnities);
Initial Expiry Date	means 31 March 2025, the date the Contractor shall cease to deliver the Services and the date on which the Contract shall end unless the Authority elects to invoke all or part of the Option Period, subject to any termination of the Contract prior to the Initial Expiry Date;
Intellectual Property, IP or IPR)	means forms of protection associated with information including patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world;
Issued Property	means Government Furnished Asset (GFA) which is issued to the Contractor;
IT Environment	the Authority System and the Supplier System;
Joint Service Publications (JSP)	means the Authority's documents published from time to time containing Government policy;
JSP 332	means the Authority's document entitled "MoD Low Value Purchasing Regulations";
JSP 482	means the Authority's document entitled "MoD Explosive Regulations";
JSP 551	means the Authority's document entitled "Military Flight Safety Regulations";
Key Performance Indicator (KPI)	means one of a set of criteria used to measure the Contractors performance, as detailed in Schedule 4 (Performance);
Law	means any applicable law, common law, Legislation, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, and any applicable official request or requirement with which the relevant Party is bound to or is accustomed to comply;
Level 1 Chair	means the Authority's nominated lead for the Level 1 Meeting as notified to the Contractor from time to time;
Level 1 Meeting	means the annual meeting between the Authority and Contractor, as detailed in Schedule 5 (Governance);
Level 1 Progress Report	means a report provided by the Contractor at the Level 1 meeting, as detailed in Schedule 5 (Governance);

Term	Definition
Level 1 Representative	means a representative of the Level 1 Meeting, detailed in Schedule 5 (Governance);
Level 2 Chair	means the Authority's nominated lead for the Level 2 Meeting as notified to the Contractor from time to time;
Level 2 Meeting	means the six monthly meeting between the Authority and Contractor, as detailed in Schedule 5 (Governance);
Level 2 Progress Report	means a report provided by the Contractor at the Level 2 meeting, as detailed in Schedule 5 (Governance);
Level 2 Representative	means a representative of the Level 2 Meeting, detailed in Schedule 5 (Governance);
Level 3 Chair	means the Authority's nominated lead for the Level 3 Meeting as notified to the Contractor from time to time;
Level 3 Meeting	means the monthly meeting between the Authority and Contractor, as detailed in Schedule 5 (Governance);
Level 3 Progress Report	means a report provided by the Contractor at the Level 3 meeting, as detailed in Schedule 5 (Governance);
Level 3 Representative	means a representative of the Level 3 Meeting, detailed in Schedule 5 (Governance);
Licensed Software	means all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
Low Value Purchasing (LVP)	means the general term given to the one-off procurement of goods and services valued up to and including £10,000 (inc VAT), which cannot be procured via established contracts and/or support arrangements;
Logistics Information Systems	means the computerised systems used by the Authority, and as introduced by the Authority from time to time, to order, manage, account for, and track accountable and consumable materiel and to enact transfers between users thereof;
MAA RA	means the Regulatory Articles of the Military Aviation Authority;
Maintenance Approved Organisation Scheme (MAOS)	means the mechanism by which the Ministry of Defence assesses and accredits the competency of organisations to provide continuing airworthiness support services for military registered aircraft;
Major Performance Failure	means the level of Contractor performance, as detailed in Schedule 4 (Performance);
Minor Performance Failure	means the level of Contractor performance, as detailed in Schedule 4 (Performance);
Monthly Payment	means the amount to be paid the Contractor for a specific month, following any adjustments, for provision of the Services, as detailed in Schedule 4 (Performance);
Monthly Sum	means the Service Costs due to the Contractor for a specific month, prior to any adjustments, for provision of the Services, as detailed in Schedule 4 (Performance);

Term	Definition
National Audit Office (“NAO”)	means the office under the Comptroller & Auditor General tasked with audit of the accounts of all government departments and to report to Parliament on the economy, efficiency and effectiveness with which these bodies have used public money;
Navy Commercial	means the Commercial team acting on behalf of the Authority for the Contract;
Navy Finance	means the Finance team acting on behalf of the Authority for the Contract;
NCHQ	means Navy Command Headquarters;
Officer in Charge	means the Authority’s Officer in command of a ship or Establishment who is effectively a military Line Manager who has military authority but has no powers of judgement under the Armed Forces Act 2006;
Official-Sensitive	means a security level under which information should be protected, as detailed in Schedule 8 (Security);
Open Book Accounting	means the provision of financial information relating to this Contract;
Operating Environment	means the environment in which the Contractor shall deliver the Services;
Option Period	means the Option Period which, should the Authority elect to invoke said period, will commence on 1 April 2025 and end on 31 March 2026, subject to the Authority stating any earlier date if it elects to invoke;
Optional Services	means any Services to be delivered during the Option Period;
Outline Proposal	means a proposed plan submitted by the Contractor with a solution to a request from the Authority to amend the Contract, as detailed in Schedule 6 (Change);
Parent Company Guarantee	means a guarantee provided by a Parent Company to the Contractor in the form set out in Schedule 20 (Guarantee);
Party or Parties	means the Authority and/or the Contractor;
Performance Failure	means any of the levels of Performance Failure, as detailed in Schedule 4 (Performance);
Performance Indicator (PI)	means one of a set of criteria used to measure the Contractors performance, as detailed in Schedule 4 (Performance);
Performance Level	means the levels of Contractor performance, as detailed in Schedule 4 (Performance);
Performance Monitoring System	means the Contractor’s self monitoring system used to monitor its performance, as detailed in Schedule 4 (Performance);
Performance Register	means a document maintained by the Contractor and used to record performance, as detailed in Schedule 4 (Performance);
Persistent Breach	means the level of Contractor performance, as detailed in Schedule 4 (Performance);
Personal Data	means the personal data as defined in the DPA which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of the Contract;

Term	Definition
Personal Protective Equipment (PPE)	means equipment that will protect the user against SHEF risks at work;
Quality Management System	means the Contractor's system for management of quality as detailed in Schedule 14 (Quality Management);
Quality Standards	means the Quality Assurance standards to be implemented by the Contractor in all aspects of the delivery of the Services as detailed in clause 25 (Quality);
Quality Standards Manager	means the Contractor's representative responsible for maintaining quality standards as notified to the Authority from time to time.
Remedy Plan	means the Contractor's proposal to correct a Performance Failure containing the information set out in Schedule 4 (Performance);
Reporting Period	means the period over which a PI or KPI has been assessed, as detailed in Schedule 4 (Performance);
Required Action	means the actions required in accordance with clause 55 (Step-In Rights);
Required Insurances	means the insurances specified in Schedule 18 (Insurance);
Retention Sum	means the amount retained from the Monthly Payment following a Significant Performance Failure, as detailed in Schedule 4 (Performance);
Review Period	means the frequency that an assessment against a KPI is undertaken, as detailed in Schedule 4 (Performance);
Risk Management Plan	means the Contractors Risk Management Plan, as detailed in Schedule 12 (Risk Management);
Risk Register	means the Contractor's document setting out the risks, impact and mitigation actions to address risks to the Contract and the Services, as detailed at Schedule 12 (Risk Management);
RNAS	means Royal Naval Air Station
Routine Change	means the procedure for an amendment to the Contract, as detailed in Schedule 6 (Change);
Routine Change Request	means a notice issued by the Authority to the Contractor to request an amendment to the Contract, as detailed in Schedule 6 (Change);
Safety Culture	means the enduring values and attitudes, regarding Air Safety issues, shared by every member, at every level, referring to the extent to which each individual and each group of the organization seeks to be aware of the risks induced by its activities, is continually behaving so as to preserve and enhance safety, is willing and able to adapt when facing safety issues, is willing to communicate safety issues and continually evaluates safety related behaviour;
Satisfactory Performance	means the level of Contractor performance, as detailed in Schedule 4 (Performance);
Schedule	means a schedule which support the Terns & Conditions of this Contract;
Secret Matter	means a security level under which information should be protected, as detailed in Schedule 8 (Security);

Term	Definition
Security Aspects Letter	means the Authority's letter concerning those aspects of the Contract which are to be marked and protected, as detailed in Schedule 8 (Security);
Security Check (SC)	means the pre-employment checks to be carried out to obtain an appropriate degree of assurance about the identity, nationality, employment history and integrity of individuals. Satisfactory completion of the Security Check may allow regular access to government assets marked SECRET;
Service Commencement Date	means 1 January 2021, the date on which the Contractor becomes responsible for the delivery of the Services in accordance with this Contract;
Service Cost	means the Firm Price the Contractor has provided for the specific Service as detailed in Schedule 3 (Price and Payment);
Service End Date	means the date the Contractor shall cease to deliver any specified Services;
Service Termination Notice	means the notice issued by the Authority to the Contractor advising of the removal of specific Services from the Contract, as detailed in Schedule 6 (Change);
Services	means the "Aircraft Engineering Support and Airfield Services" and related services (including the supply of Articles), specified in Schedule 2 (Statement of Requirement) as may be amended from time to time in accordance with the terms of this Contract;
SHEF	means Safety, Health and Environment and Fire;
SHEF Management Plan	means the Contractors SHEF Management Plan, as detailed in Schedule 11 (SHEF Management);
Significant Performance Failure	means the level of Contractor performance, as detailed in Schedule 4 (Performance);
Sites	means an area, establishment, site, building or facility owned by or under the management of the Authority, at which any Services of the Contract may be conducted;
Specific Change in Law	means a Change in Law which: (a) specifically applies or only refers to the provision of the Services or services that are the same or similar to the Services; and/or (b) only applies or refers to the Contractor and not to other persons; and/or (c) applies or refers only to contractors whose primary business activity is the provision of services the same as or similar to the Services but not to other persons.
Statement of Requirements	means Schedule 2 (Statement of Requirements) which identifies, either directly or by reference, the Services to be provided or carried out and, where possible, the quantities involved;
Step-In Notice	means a notice of the Authority intent as detailed in clause 55 (Step-In Rights);

Term	Definition
Step-In Trigger Event	means: (a) any Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under clause 55 (Step-In Rights) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (f) a need by the Authority to take action to discharge a statutory duty;
Step-Out Date	means the date the Authority intends to step out as detailed in clause 55 (Step-In Rights);
Step-Out Notice	means a notice of the Authority intent as detailed in clause 55 (Step-In Rights);
Sub-Contract	means any contract between the Contractor and a Sub-Contractor with a value in excess of £100,000 per annum, entered into in connection with this Contract;
Sub-Contractor	means any Sub-Contractor, of any tier, of the Contractor or any other Contractor who has entered into a contract with a value in excess of £100,000 per annum, retained in connection with the provision of Services;
Sub-Contractor Employee	means an employee of a Sub-Contractor;
Suitably Qualified and Experienced Personnel (SQEP)	means Contractor Personnel that meet the minimum standards of qualification/education and work experience as set out in the Schedule 2 (Statement of Requirements);
Supplier Assurance Questionnaire	means the response to a Cyber Risk Assessment completed by either the Contractor or its Sub-Contractors;
Termination Date	means the date that this Contract, or any part, is terminated in accordance with any termination clause;
Termination Event	means any event which gives the Authority the right to terminate the contract in accordance with any termination clause;
Termination Notice	means the notice served by the Authority in accordance with clause 56 (Termination for Contractor Default);
Third Party IPR	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
TQMS	means the Contractors Total Quality Management System, as detailed in Schedule 14 (Quality Management)
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;

Term	Definition
Unsatisfactory Performance	means any of the levels of Performance Failure, as detailed in Schedule 4 (Performance);
Urgent Change	means the procedure for an amendment to the Contract, as detailed in Schedule 6 (Change);
Urgent Change Request	means a notice issued by the Authority to the Contractor to request an amendment to the Contract, as detailed in Schedule 6 (Change);
Urgent Operational Requirement	means an urgent operational requirement to be delivered in a timely manner to meet an unforeseen and/or specific threat or one that has recently escalated for unforeseen reasons;
Value Added Tax (VAT)	means value added tax and is the tax charged on supplies of goods and services in the UK pursuant to the Value Added Tax Act 1994;
Value for Money	means the optimum combination of whole of life costs and quality of the Services to meet the Authority's requirements;
Value for Money Review	means any review undertaken to assess if the Contractor's delivery of the Services is providing Value for Money;
Yeovilton	means Royal Naval Air Station Yeovilton

SCHEDULE 1 ANNEX A – REFERENCES

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
1	2015DIN06-013	Claims and insurance provisions for the use of MOD vehicles in the UK and Overseas and Confirmation of Motor Liability Cover.	
2	2013DIN06-012	Policy for the vaccination of civilian welders and hot-metal cutters against pneumococcal disease	
3	AESP 0200-A-093-013	Land Equipment User Maintenance Standards (LEUMS)	
4	AESP 2320-N-454-601	Truck Fuel; Servicing Aircraft 9000 Litres 4 X 4, Fluid Transfer LTD/MAN Maintenance Schedule	Maintenance instructions for 9,000 litre BFCV
5	AESP 2320-R-318-601	Truck Fuel; Servicing Aircraft (Large Capacity Aircraft Refuelling System) 20000 Litre, 26 Tonne, Fluid Transfer /MAN Maintenance Schedule	Maintenance instructions for 20,000 litre BFCV
6	AP105F-0706-12	Internal cargo nets	
7	AP108G-0002 series	HUSLE	
8	AP101C-1300-6A	Operator Level 1 NDT	
9	AP113C-001-1 Ed 6	Aircraft Batteries General & Technical Information	
10	ASIMS	Air Safety Information Management System	
11	VL ASOs	Yeovilton Air Standing Orders	Chapter 0807 Snow and Ice Control Plan
12	VLSOs Ch10	Yeovilton Standing Orders	Emergency Procedures
13	Hawk T Mk1/1A	BAe Hawk T1 Release to Service (RTS)	
14	BFIS	Bulk Fuel Inventory Solution	
15	BR 10	Navy Command Safety and Environmental Management System (NC SEMS)	Chapter 8 - Training and Education Chapter 10 - Environmental Protection
16	BR 2806	UK Military Diving Manual Vol 1-4	
17	BR 2924	Radio Frequency Hazards in the Naval Service	
18	BR 3321	Aviation Fuel Systems in HM Ships	
19	BR 763	Naval Aviation Quality Manual	
20	BR 767	Naval Aviation Orders (Air Engineering) 4000 Series	

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
21	BR 767 NAO 4970	Baseline Military Airworthiness Review	
22	BR 767 NAO 4971	Airworthiness Review	
23	BR 767 NAO 4972	Military Airworthiness Review Surveyors	
24	BR 767 NAO 4973	Military Airworthiness Review Process	
25	BR 9424	FLOOs – Fleet Operating Orders Vols 1 and 2	
26	BR 9469	Fleet Administrative and General Orders (Naval Aviation)	
27	BR 9904	Flight Profiles and Threat Simulation for JSATO aircraft	
28	BRd 767 Naval Aviation Orders 4807	MMO Certifying Staff And Support Staff	
29	CAO 4470	Demand Submissions and Progression	
30	CAO 4472	Return of Air Stores by Squadrons Flights and Units	
31	CAO 4971	Airworthiness Review Process	
32	CAO 4972	Military Airworthiness Review Surveyors: Airworthiness Review Staff Competence Assurance & Authorisation	
33	CAP 393	Air Navigation: The Order and the Regulations	
34	CHF STO (Merlin)	Commando Helicopter Force Training Orders (Merlin)	
35	COSHH 2002 ACoP	Control of Substances Hazardous to Health 2002, Approved Code of Practice	Regulation No 9 - Maintenance
36	CSOs	CU Standing Orders Chapter 1 - Infrastructure and Estate Management	
37	JSP 435 Leaflet 1.8 (TORs for BM)	CU 4Cs Building Managers Brief	CU SO's Chap 1 - Section 14
38	CU AEROs	Culdrose Air Engineering Routine Orders	
39	CU AESOs	Culdrose Air Engineering Standing Orders	
40	CU DAM	Culdrose Defence Aerodrome Manual	
41	CU USRP	Culdrose Unit Spill Response Plan	
42	DAP 101A-1105-1A	Carriage of Cargo by Helicopters General Information	
43	DAP 113A-0201-1	Earthing of Aircraft and Ground Support Equipment	

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
44	DAP 119J-1004-5F	Runway Friction Meter Mk6 (4C/ 1740-99-9032129)	
45	DAP101C-1500 SERIES	Wildcat Compound Interactive Electronic Technical Publications	
46	DAP101C-1700 SERIES	Merlin Compound Interactive Electronic Technical Publications	
47	DEFSTAN 01-05	Fuels, Lubricants and Associated Products	
48	DEFSTAN 05-099	Managing Government Furnished Equipment in Industry	Also see DEFCONs 23, 609, 611 and 694
49	DEFSTAN 68-284	Compressed Breathing Gases for Aircraft, Diving and Marine Life-Support Applications	JSP 375 Part 2 Volume 3 - High Risk Activities on Defence Infrastructure chapter 4
50	DIO Practitioner's Guide (PG) 06/12	Professional Inspection of Fuel Infrastructure and Flammable Dangerous Goods Stores	
51	DLF	Defence Logistics Framework	Via the Defence Gateway
52	DLF	Defence Logistics Framework	For management of loans and fuel accounting via the Defence Gateway (DLF / Supply / Issue and Dispatch/ Supply / Issues/ Process the request to issue available stock / Issue Bulk Fuel)
53	EC Regulation 561/2006	The EC Drivers' Hours and Tachograph Rules for Goods Vehicles (Regulation 561/2006)	
54	FGSAA	Fuel & Gas safety Assurance Assessment	
55	Goods Vehicles (Licensing of Operators) Act 1995 & 2010	Goods vehicle operator's licence	
56	Hazardous Waste Regulations	The Hazardous Waste (England and Wales) Regulations 2005	Hazardous Waste Directive (Directive 91/689/EC)
57	HSE Diving information sheet No9	Divers' breathing air standard and the frequency of tests	http://www.hse.gov.uk/pubns/diveindx.htm#diving-info-sheets
58	ISPECS	Instructional Specifications (ISPECS) / Mission Guides / Instructor Guides	
59	JAP (D) 100A-0409 Series	GOLDesp Logistics Information System:Application	

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
60	JAP100E-10	Military Aviation Ground Support Equipment Management & Policy	Standard and JAMES versions
61	JHCFOB	Joint Helicopter Command Flying Order Book	
62	JSP 317	Defence Fuels Policy, Organisation and Safety Regulations	
63	JSP 319	Joint Service Safety Regulations for the Storage, Handling of Gases	
64	JSP 332	Low Value Purchasing Manual	
65	JSP 375	Management of Health and Safety in Defence	JSP 375 Part 2 Volume 1, chapter 23 (Electrical Safety)
66	JSP 375	Management of Health and Safety in Defence	Part 2 - Volume 1, Chap 11
67	JSP 375	Management of Health & safety in Defence	
68	JSP 418	Management of Environmental Protection in Defence	Part 2, Leaflet 3 (Controlled Waste) and Leaflet 5 (Hazardous Substances and Restricted Materials).
69	JSP 418	Management of Environmental Protection in Defence	
70	JSP 462	Financial Management and Charging Policy Manual	
71	JSP 482	MoD Explosive Regulations	
72	JSP 498	Major Accident Control Regulations	
73	JSP 752	Tri-service Regulations for Expenses and Allowances	
74	JSP 757	Tri-Service Appraisal Reporting Instructions	
75	JSP 800	Defence Movement and Transport Regulations	
76	JSP 822	Defence Direction and Guidance for Training and Education	
77	JSP 887	Diversity, Inclusion & Social Conduct	
78	JSP 930	Maintenance, Inspection Certification and Testing (MICaT) of Vehicles and Operator's Licence Guidance	
79	VL LDSOs	RNAS Yeovilton Low Value Purchase (LVP) and Government Procurement Card (GPC) Procedures and Routines	LDSOs Ch 3, 0318

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
80	MAA Manual - ATM	3000 series: Air Traffic Management Regulations (ATM)	RA 3272 – Continuous Friction Measuring Equipment (CFME)
81	MAA Manual - MADS	Manual of Aerodrome Design and Safeguarding	Chapter 15 – Aerodrome Pavement Design, Construction and Maintenance
82	MAA Manual - MAS	Manual of Air Safety	Chapter 3 – Air Safety Culture
83	MAA Manual - MPCM	Manual of Post-Crash Management	
84	MAP-01	MAA Manual of Maintenance and Airworthiness Processes	
85	MAP-01 Ch2.6	Fuelling Operations for Aircraft on the Ground	
86	MAP-02	Military Aviation Engineering Documentation Procedures.	
87	Merlin Mk2 CAME	Continuing Airworthiness Maintenance Exposition	
88	Merlin Mk4 CAME	Continuing Airworthiness Maintenance Exposition	
89	Wildcat HMA Mk2 CAME	Continuing Airworthiness Maintenance Exposition	
90	Wildcat AH Mk1 CAME	Continuing Airworthiness Maintenance Exposition	
91	RA 1410	Occurrence Reporting	
92	RA 4970	Baseline Military Airworthiness Review (BMAR) - MRP Part M Sub Part I	
93	RA 4971	Military Airworthiness Review (Mil AR) and Certification - MRP Part M Sub Part I	
94	RA 4972	Military Airworthiness Review Surveyors – MRP Part M Sub Part I	
95	RA 4973	Military Airworthiness Review Process – MRP Part M Sub Part I	
96	RA 4974	Circumstances when Military Airworthiness Review Certificates become invalid – MRP Part M Sub Part I	
97	2018DIN04-109	Request for Commercial Surface Movement	
98	RN Air Course Handbook (ACH)	RN Air Course Handbook (ACH)	Compendium of flying and aviation related Phase 1, Phase 2, Phase 3 Career and Phase 3 Specialist training courses.
99	RN Hawk CAME	Continuing Airworthiness Maintenance Exposition	

Seria I (a)	Publication Reference (b)	Title (c)	Remarks (d)
100	RNAS Yeovilton IM Directive	RNAS Yeovilton Information Management Directive	Currently version 8.0 Aug 18
101	Squadron AERO	Squadron Air Engineering Routine Orders	
102	Squadron AESO	Squadron Air Engineering Standing Orders	
103	SSOs	Squadron Standing Orders	
104	STO (Merlin)	Squadron Training Orders (Merlin)	
105	TEM I specs	TEM FG890SRV - Mk19 Hydraulic Servicing Trolley (HST) Maintenance and Servicing	
106	TEM I specs	TEM FM205SJV - Small Ship's Flight M2 Ground Equipment Forward Maintenance	
107	TEM I specs	TEM 540ARV - Battery Charging Room	
108	BRd 767 NAO FAA 1800(2)	Force Generation Aviation Logistics Support	
109	VL AEROs	RNAS Yeovilton Air Engineering Routine Orders.	
110	VL AESOs	RNAS Yeovilton Air Engineering Standing Orders.	
111	VL OSEP	RNAS Yeovilton On Site Emergency Plan	Electronic copy via VL SHE SharePoint
112	VL USRP	RNAS Yeovilton Unit Spillage Response Plan	Electronic copy via VL SHE SharePoint
113	VL ASOs	Yeovilton Air Standing Orders	Article 0105- Runway Arrestor
114	VL ASOs	Yeovilton Air Standing Orders	
115	VLSOs	Yeovilton Standing Orders	
116	DAP 3150	Mechanical Transport Instructions (RAF)	
117	BRd 767 NAO 4808	MMO Equipment, Tools and Material	

SCHEDULE 1 ANNEX B – QUALIFICATIONS

Serial (a)	Function (b)	Personnel Qualifications (c)
G1	General	All Contractor personnel are required to conduct annual Human Factors (Foundation and Continuation) and Error Management (EM) training. Training available from the Authority with suitable notice and at the Contactor's cost.
S2	Security	Cleared to Secret UK Eyes Only.
D3	Driving	Personnel required to drive tractors for towing aircraft and GSE shall be suitably qualified and experienced in order to be authorised in accordance with MAP-01. Personnel are to hold a full driving licence and a valid airfield driving permit.
D4	Driving	Hold a full driving licence with the necessary classification for towing a trailer, and hold a valid airfield driving permit.
E5	Engineering	Semi-skilled tradesmen to have 3 years' experience in Industry or the Armed Forces in an equivalent trade group.
E6	Engineering	Skilled tradesmen to have at least 5 years' experience in Industry or the Armed Forces at appropriate level in an equivalent trade group.
E7	Engineering	Personnel suitably qualified and experienced to carry out aspects of aircraft maintenance including NDT Operator, Aircraft Engine Ground Runner and Aircraft Movement Team as applicable.
E8	Engineering	Workplace risk assessor
E9	Engineering	The Contractor shall ensure that Personnel are suitably qualified and experienced in order to be authorised to Level B in accordance with BRd767, NAO Series 4000 and MAP-01.
E10	Engineering	The Contractor shall ensure that Personnel are suitably qualified and experienced in order to be authorised to Level E in accordance with BRd767, NAO Series 4000 and MAP-01.
E11	Engineering	The Contractor shall ensure that Personnel are suitably qualified and experienced in order to be authorised to Level F in accordance with BRd767, NAO Series 4000 and MAP-01.
E12	Engineering	The Contractor shall ensure that Personnel are suitably qualified and experienced in order to be authorised to Level F (Special Level H for detached events) in accordance with BRd767, NAO Series 4000 and MAP-01.
E13	Engineering	The Contractor shall ensure that nominated personnel are suitably qualified and experienced to be authorised to conduct Competency and Supervisory Competency Checks in accordance with MAP-01.
E14	Engineering	GOLDesp qualification appropriate to role, in accordance with JAP(D)100A-0409B: Basic GOLDesp TEM FG011SSA, GOLDesp Supervisor TEM FG011SSB, GOLDesp Workshop TEM FG011SSC, GOLDesp Senior Supervisor TEM FG011SSD, GOLDesp Aircraft Manager TEM FG011SSE, GOLDesp Custodian TEM FG011SSG. Training available from the Authority with suitable notice and at the Contactor's cost.
E15	Engineering	Operator Level 1 NDT in accordance with EN4179.

Seria I (a)	Function (b)	Personnel Qualifications (c)
E16	Engineering	Nominated personnel suitably qualified and experienced in order to be authorised to perform the role of unit Temporary Ammunition Custodian (TAC) in accordance with BRd 767, NAO Series 4000 and JSP 482 (TEM 83).
E17	Engineering	The Contractor shall ensure personnel undertaking aircraft surveying have completed TEM 979 (Zonal surveyors' course) and received a Husbandry 'Hot-Spot' brief from the WMF TSC.
W18	Weapon Loading	Completed Flight Weapon Training (TEM 212 & 214)
E19	Engineering Quality Assurance	Self Auditors TEM 16 (Quality Assurance – Self Auditing Course) qualified in accordance with BRd 763.
A20	Administration	At least one person will be trained and qualified as a JAMES Repair Manager (RM) completing the on-line training, performing this function within the area.
A21	Administration	Computer Based Training (CBT) applicable to each role, via the Learning Management System (LMS) on the JAMES Intranet Portal.
E22	Engineering	Formal qualifications detailed in the applicable equipment MOD Support Authority General Orders & Special Instructions (Support Policy Statement).
E23	Engineering	Prefabricated Access Suppliers' and Manufacturers' Association (PASMA) certification under PASMA code of Practice in accordance with Working at Height Regulations.
E24	Engineering	Personnel working within the Engraving Section must be capable of operating the Gravograph engraver and associated software.
D25	Driving	Fork-lift qualified driver.
F26	Fuel Section	ADR vocational training certificate for drivers of vehicles carrying dangerous goods (class 3 in tanks minimum requirement) and attend an approved fire-fighting course on an annual basis.
F27	Fuel Section	Hold LGV category C and trailer category E and airfield driving permit.
F28	Fuel Section	Hold current Driver's Certificate of Professional Competence (CPC) licence valid for 5 years.
F29	Fuel Section	Hold a 'Certificate of Competence for Personnel Operating Bulk Aviation Fuel Installations'. The minimum colour perception standard for Installation Operators whose duties include driving on active airfields is normally CP2 in accordance with JSP 317.
F30	Fuel Section	Professionally competent Transport Manager who has continuous and effective responsibility for managing transport operations.
F31	Fuel Section	Hold a dangerous goods qualification.
F32	Fuel Section	Hold a valid certificate of CPC in national road haulage operations.
F33	Fuel Section	Hold an Operators Licence in accordance with Goods Vehicles (Licensing of Operators) Act 1995

Seria I (a)	Function (b)	Personnel Qualifications (c)
F34	Fuel Section	Completed Fuels and Lubricants (F&L) Managers Course in accordance with JSP 317 and the fuels safety assurance assessment.
F35	Fuel Section	Aircraft Refuelling Driver Operator Course 11D/D807 in accordance with DAP 3150.
E36	Environmental	Completed the MOD-Introduction to Environmental Protection course, Course No.2828.
E37	Environmental	Completed to MOD-Practical Pollution Prevention Techniques course, Course No.2874.
M38	Merlin Mk2 Instructor	Completed Merlin Mk2 Instructor Control Consol course, Air 122 (Pilot).
M39	Merlin Mk2 Instructor	Completed Merlin Mk2 Instructor Control Consol course, Air 123 (Observer).
M40	Merlin Mk2 Instructor	Completed Merlin Mk2 Instructor Control Consol course, Air 124 (Aircrewman).
T41	Training	The Contractor shall provide personnel who are Defence Systems Approach to Training (DSAT) compliant in accordance with JSP 822 if they are delivering training which leads to an authorisation or qualification.
T42	Training	Personnel are required to be Defence Train the Trainer qualified.
Q43	Qualified Helicopter Instructor	Pilot: Minimum B1 Grade with at least 500 hours Merlin HM Mk1/2 and 400 instructional hours (simulated or airborne across aircraft types). Desirable A2 / A1 Grade.
Q44	Qualified Observer Instructor	Observer: Minimum B1 Grade with at least 500 hours Merlin HM Mk1/2 and 400 instructional hours (simulated or airborne across aircraft types). Desirable A2 / A1 Grade.
Q45	Qualified Aircrewman Instructor	ASW Aircrewman: Minimum B1 Grade with at least 500 hours Merlin HM Mk1/2 and 400 instructional hours (simulated or airborne across aircraft types). Desirable A2 / A1 Grade.
M46	Merlin Mk4 Instructor	Completed Merlin Mk4 Instructor Operator Station (IOS) course.
Q47	Qualified Helicopter Instructor	Pilot: Minimum B1 with at least 1000 hours Merlin Mk3/4 or SeaKing Mk4 and 200 instructional hours (simulated or airborne across aircraft types). Desirable A2 / A1 Grade.
Q48	Qualified Aircrewman Instructor	Aircrewman: Minimum B1 with at least 1000 hours Merlin Mk3/4 or SeaKing Mk4 and 200 instructional hours (simulated or airborne across aircraft types). Desirable A2 / A1 Grade.
T49	Training	Qualified to deliver Mobile Elevated Working Platform (MEWP) operator (scissor lift) Targeted Employment Module (TEM) FG786SRV.
T50	Training	Qualified to deliver Merlin Maritime Field Staging Targeted Employment Module (TEM) FG498SVV.
E51	Engineering	The Contractor shall ensure that Personnel are suitably qualified and experienced in order to be authorised to Level C in accordance with BRd767, NAO Series 4000 and MAP-01.
D52	Driving	Hold full driving licence including category D1 and category E and airfield driving permit.
A53	Administration	Joint Personnel and Appraisal (JPA) Appraisal Admin

Seria I (a)	Function (b)	Personnel Qualifications (c)
A54	Administration	Joint Personnel and Appraisal (JPA) Unit HR Administrator
A55	Administration	Low Value Purchasing Officer Training in accordance with JSP 332.
E56	Engineering	Merlin Mk2 Mechanical Supervisors Course (FM401SSV)
E57	Engineering	Merlin Mk2 Avionics Supervisors Course (FAS034ML)
E58	Engineering	Aircraft zonal surveyor (FG979SSV)
E59	Engineering	Issue Centre Custodian (FGS042GE)
E60	Engineering	Ground Equipment Support Maintainer (FM532ARV)
E61	Engineering	Aircraft Custodian Course (FG001SVV)
E62	Engineering	Slinger - Stevedore (ME418A AD) (slinger) via the DLE at nil cost to the Contractor
E63	Engineering	COSHH Assessor
A64	Administration	At least one person will be trained and qualified as a JAMES Equipment Manager (EM) completing the on-line training, performing this function within the area.
E65	Engineering	Gantry Operator
E66	Engineering	Helicopter Load Slinging Equipment Inspector (HLSEI) who holds a valid HLSEI certificate to maintain HUSLE
L67	Logistics	Q Q-Logs CTU Supervisor (Cargo Transport Unit Supervisors packing)
L68	Logistics	Dangerous Goods Consignor Awareness Training.
L69	Logistics	LIS competent for 3rd Signatory level F and LIS permissions level 7
E70	Engineering	Continuous Airworthiness Management Training (Currently Bains Simmonds TT08 course)
G71	General	Flight Safety Course (AIR302)
E72	Engineering	Hawk TMk1 Managers Course (CN 6667)
E73	Engineering	Avenger - King Air General Familiarisation Course (B350)
E74	Engineering	Baines Simmons – TT10 (Airworthiness Review – Essential Principles and Techniques)
E75	Engineering	Aircraft Surveyors Course (FG080SRV)

SCHEDULE 1 ANNEX C – ABBREVIATIONS

Abbreviation	Meaning	Abbreviation	Meaning
ACC	Aircraft Certificate of Competence	AWaC(M)	Applied Warfare Course (Merlin)
ADR	(European) Agreement Concerning the International Carriage of Dangerous Goods by Road	B C F	Battery Charging Facility
ADS	Aircraft Document Set	BFCV	Bulk Fuel Carrying Vehicle
AEO	Air Engineer Officer	BFI	Bulk Fuel Installation
AEOW	Air Engineering Officer's Writer	BR	Book of Reference
AESAS	Air Engineering Support and Airfield Services	BRd	Book of Reference (digital)
AESP	Army Equipment Support Publications	CADS	Controlled Aerial Delivery System
AIL	Advance Information Leaflet	CAI	Computer Aided Instruction
AinU	Articles in Use	CAME	Continuing Airworthiness Management Exposition
AIS	Aircraft Incident Support	CAMM	Continuous Airworthiness Management Meeting
AP	Air Publication	CAMO	Continuing Airworthiness Management Organisation
APCM	Aircraft Post Crash Management	CASP	Command Acquisition and Support Plan
AR	Airworthiness Review	CBT	Computer Based Training
ARC	Airworthiness Review Certificate	CCO	Certificate for Continued Operation
ASCO	Air Stores Coordination Cell (logistics)	Cdo	Commando
ASE	Aircraft Support Equipment	Cdr AE	Commander Air Engineering
ASIMS	Air Safety Information Management System	Cdr AE&OS	Commander Air Engineering and Operational Support
ASO	Air Standing Orders	Cdr M	Commander Merlin
ASSE	Aircraft Specialist Support Equipment	CDS	Cockpit Dynamic Simulator
ATM	Air Traffic Management	CFCU	Certificate of Fitness for Continued Use
AVCAT	Aviation Category (Fuel)	CHF	Commando Helicopter Force
AVGAS	Aviation Gasoline (Fuel)	CIETP	Compound Interactive Electronic Technical Publications
AVTUR	Aviation Turbine (Fuel)	CO	Commanding Officer
		CofC	Certificate of Competency

Abbreviation	Meaning	Abbreviation	Meaning
COREL	Civilian Omni-directional Runway Edge Light	DSEAR	Dangerous Substances and Explosive Atmospheres Regulations
COSHH	Control of Substances Hazardous to Health	DSSE	Deputy Senior Support Engineer
COTM	Commanding Officer's Temporary Memorandum	DT	Delivery Team
CP	Colour Perception	DTS	Defence Trainer Supervisor
CPC	Certificate of Professional Competence	EAM	Electronic Asset Management
CPO	Chief Petty Officer	EDS	Engineering Data Services
CPT	Cockpit Procedural Trainer	EHUDS	Enhanced Helicopter Usage and Diagnostics System
CTM	Culdrose Temporary Memorandum	EMBAV	Embarked Aviation (logistics)
CTR	Conversion to Role	EMP	Environmental Management Plan
CTT	Conversion to Type	EP	Environmental Protection
DAP	Digital Air Publication	ePC	Electronic Procurement Card
DAS	Defensive Aids Suite	EQA	External Quality Assurance
DASOR	Defence Air Safety Occurrence Report	ERA	Environmental Risk Assessment
DDH	Duty Delivery Holder	ERC	Emergency Recall Centre
DE	Data Exploitation	ERC	Engineering Record Card
DETWG	Data Exploitation and Trending Working Group	ETS	Engineering Training School
DG	Dangerous Goods	F&L	Fuel and Lubricant
DI	Data Integrity	FGSAA	Fuel and Gas Safety Assurance Assessment
DIN	Defence Instructions and Notices	FHSU	Fleet Helicopter Support Unit
DIO	Defence Infrastructure Organisation	FLAP	Fuels, Lubricants and Associated Products
DLF	Defence Logistics Framework	FLYPRO	Flying Programme
DO	Delegated Officer	FOO	Fleet Operating Orders
DO(R)	Delegated Officer (Representative)	FOST	Flag Officer Sea Training
DSA	Defence Safety Authority	FRP	Force Regeneration Period
DSAE(M)	Deputy Senior Air Engineer (Merlin)	FSII	Fuel System Icing Inhibitor
D-SAT	Defence Systems Approach to Training	FTD	Fixed Training Device

Abbreviation	Meaning	Abbreviation	Meaning
FWF	Fixed-Wing Force	JEWCS	Joint Electronic Warfare Core Staff
GFA	Government Furnished Asset(s)	JHC	Joint Helicopter Command
GFF	Government Furnished Facility(ies)	JPA	Joint Personnel and Administration
GOLDesp	GOLDesp - proprietary EAM system	JSATO	Joint Services Air Tasking Organisation
GPC	Government Procurement Card	JSP	Joint Service Publication
GSE	Ground Support Equipment	JTEPS	Joint Tactical Exercise Planning Staff
HAC	Hazard Area Classification	LCAR	Large Capacity Aircraft Refueler
HAEC	Handbook of Air Engineering Courses	LDSO	Logistics Department Standing Orders
HAMPA	Hawk Mission Planning Aid	LEUMS	Land Equipment User Maintenance Standards
HC	Helicopter Cargo	LIS	Logistics Information System
HIFR	Helicopter In-Flight Refuelling	LPO	Local Purchase Order
HM	Helicopter Maritime	LVP	Low Value Purchase
HMA	Helicopter Maritime Attack	MAA	Military Aviation Authority
HMI	Human-Machine Interface	MACR	Major Accident Control Regulations
HOD	Head of Department	MAOS	Maintenance Approved Organisation Scheme
HSE	Health and Safety Executive	MAP	Maintenance and Airworthiness Processes
HST	Hydraulic Servicing Trolley	MAR	Military Airworthiness Review
HUSLE	Helicopter Underslung Load Equipment	MAST	Minimum Annual Simulator Time
ICP	Incident Control Point	MCT	Maritime Counter Terrorism
ILOC	Integrated Logistics Operations Cell	MDMF	Merlin Depth Maintenance Facility (at RNAS Culdrose)
IMOS	Integrated Merlin Operational Support (contract)	Me DT	Merlin Delivery Team
IMP	Intermediate Maintenance Packages	MERIT	Merlin Engineering Records Integrity Team
IQA	Internal Quality Assurance	MFSU	Merlin Forward Support Unit
ISO	International Standards Organization	MHF	Merlin Helicopter Force
JAMES	Joint Asset Management and Engineering Solutions	MICaT	Maintenance, Inspection Certification and Testing
JAP	Joint Air Publication	MIG	Materials Integrity Group (1710 NAS)

Abbreviation	Meaning	Abbreviation	Meaning
MIG	Metal Inert Gas (welding)	PCT	Pollution Control Team
Mil CAM	Military Continuing Airworthiness Manager	PFE	Pre-frontline Experience
MIS	Management Information System	PINS	Pipeline Inspection Notification System
MJDI	Management of the Deployed Inventory (LIS)	PPC	Priority Progression Cell (logistics)
Mk	Mark (of aircraft)	PVA	Process Verification Audit
MMO	Maintenance Management Organization	QA	Quality Assurance
MOSST	Merlin On-Site Support Team	QAI	Qualified Aircrewman Instructor
MPCM	Manual of Post Crash Management	QHI	Qualified Helicopter Instructor
MSRK	Major Spill Response Kit	QOI	Qualified Observer Instructor
MT	Motor Transport	QOR	Quality Occurrence Report
MTF	Merlin Training Facility	QSC	Quality System Coordinator
MU	Maintenance Unit	RA	Regulatory Article
NAO	Naval Aviation Order (BRd 767)	RA	Risk Assessment
NAS	Naval Air Squadron	RCT	Rear Crew Trainers
NCHQ	Navy Command Headquarters	RE	Role Equipment
NDT	Non-Destructive Testing	RFI	Request for Information
NLIMS	Navy Lessons and Information Management System	RFQ	Request for Quotation
NOTAM	Notice to Airmen	RNAS	Royal Naval Air Station
NVD	Night Vision Device	RNSFC	Royal Navy School of Fighter Control
OA	Operating Authority	RNSFDO	Royal Navy School of Flight Deck Operations
OAES	Off-Aircraft Engineering Support	RWTS	Rotary Wing Test Squadron
OBIEE	Oracle Business Intelligence Enterprise Edition	SAE(M)	Senior Air Engineer (Merlin)
OPDEF	Operational Deficiency	SAE(Wt)	Senior Air Engineer (Wildcat)
OSEP	On-Site Emergency Plan	SATCO	Senior Air Traffic Control Officer
OSME	Operational Support Machinery Equipment	SCAR	Small Capacity Aircraft Refueler
OST	Operational Support Team	SCW	Special Category Work

Abbreviation	Meaning	Abbreviation	Meaning
SE	Survival Equipment	TIG	Tungsten Inert Gas (welding)
SHEF	Safety, Health, Environment and Fire	TM	Temporary Memorandum
SI(T)	Special Instruction (Technical)	TME	Test and Measurement Equipment
Sim OiC	Simulator Officer in Charge	TO	Training Officer
SME	Squadron Mobile Equipment	TRC	Technical Record Card
SME	Subject Matter Expert	TRT	Turnaround Time
SMEO	Station Maintenance Engineering Organisation	UART	Unserviceable Asset Return Time
SMR	Serviceability, Maintenance and Repair	UKSV	United Kingdom Security Vetting
SOOD	Standing Officer of the Day	UOR	Urgent Operational Requirement
SOR	Statement of Requirement	USRP	Unit Spill Response Plan
SOTR	Statement of Training Requirement	VTC	Video Teleconference
SOTT	Statement of Training Task	WCM	Wildcat Contractor Maintenance
SoW	Statement of Work	WMF	Wildcat Maritime Force
SPLOT	Senior Pilot	WRAM	Work Recording and Asset Management
SQEP	Suitably Qualified and Experienced Person/People		
SE	Senior Support Engineer		
SSR	Support Senior Rate		
STARS	Squadron Training Achievement Recording System		
STE	Synthetic Training Environment		
T&S	Travel and Subsistence		
TAC	Temporary Ammunition Custodian		
TDE	Technical Data Exploitation		
TDOL	Technical Documents Online		
TEE	Task Essential Equipment		
TEM	Targeted Employment Module		
TI	Technical Instruction		



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SCHEDULE 2 – STATEMENT OF REQUIREMENT

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SCHEDULE 2 – STATEMENT OF REQUIREMENT TABLE

1. Service Standards refer to:
 - a. Numerically listed References in Schedule 1 Annex A.
 - b. Alphanumerically listed Qualifications in Schedule 1 Annex B.
2. Performance References relate to Performance Indicators (PIs) listed in Schedule 4 Annex A. PIs 1.1, 1.2, 1.3, 2.3, 2.4, 2.6, 7.1, 7.2, 7.4, 7.6 and 7.7 apply to all sections of this Statement of Requirement (SOR).
3. Where applicable, Government Furnished Assets (GFA) are listed by section number in Schedule 7 Annex A.
4. Abbreviations and acronyms are listed at Schedule 1 Annex C.
5. The data in the Additional Information column is for information purposes only. Any hours or days quoted are based on historical data only and not a guarantee of future requirements or Services to be delivered under this Contract. The volume of Requirement and Required Outputs columns provide details of the Services required under this Contract.

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 1 Support to Merlin Helicopter Force (MHF) at Royal Naval Air Station Culdrose						
1.a	Provide non-deployable aircraft maintenance, servicing and defect rectification support to Merlin Helicopter Force (MHF).	The Contractor shall augment the Merlin Operational Support Team (OST) in support of MHF HQ and OST Air Engineer Officer's (AEO's) priorities. Each task will be defined in a Statement of Work (SoW), agreed between the OST AEO and the Contractor, including but not limited to:	Timings: Required for shift routines or days as per below and dependant on task requirements:	Stakeholder(s): Commander Air Engineering and Operational Support (Cdr AE&OS). Commander Merlin (Cdr M). MHF Squadrons.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>Senior Aircraft Engineer (Merlin) (SAE(M)).</p> <p>Merlin Integrated Logistics & Operations Cell (ILOC).</p> <p>Location(s): MHF units at RNAS Culdrose.</p> <p>Dependencies:</p> <p>The Contractor will work within a RN Military Maintenance Organisation (MMO) headed by an Authority Level J who will authorise the contracted personnel to carry out maintenance and supporting tasks utilising Government Furnished Assets (GFA). Task may be any one or a combination of tasks as detailed in requirement. The unit will be subject to quality checks by internal (2nd party) and external (3rd party) military assurance and governance organisations to ensure unit operates within the bounds of current regulations and fulfils their responsibilities as</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				detailed in the Continuous Airworthiness Management Exposition (CAME).		
		<p>(1) Providing an aircraft maintenance, servicing and defect rectification function to carry out Intermediate Maintenance Packages (IMP) and/or bespoke work packages in accordance with an agreed SoW on Merlin HM Mk2 helicopters, including but not limited to:</p> <p>(a) On agreed input date, marshal the aircraft as it lands on (or accept aircraft in a non-flying condition) and move it into the designated IMP hangar.</p> <p>(b) Carry out all Flight Servicing requirements and ground/maintenance flight line responsibilities to carry out non-engaged/engaged ground runs and partial test flights as required.</p> <p>(c) Carry out SoW, which may include but is not limited to:</p> <ul style="list-style-type: none"> i. Placing aircraft in Short/medium Term Reserve. ii. Scheduled servicing including material state and zonal surveys. iii. Level 1 NDT tasks. iv. Paint stripping v. Component removals and replacements including independent inspections. vi. Calendar-based tasks. 	<p>The aircraft maintenance, servicing and defect rectification function shall work a core days routine (0730-1630 Monday-Thursday, 0730-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support Station force regeneration periods (FRPs) over core leave.</p> <p>With 1 weeks' notice, the contractor shall be required to work a shift routine (Shift routine example 0730-1130 and 1130-2230) for up to 5 weeks per annum.</p>	<p>Historically, 6 IMPs per annum and a variable number of bespoke work packages, collectively requiring ~27,360 maintenance hours' contractor augmentation per annum.</p> <p>Historical examples of bespoke packages include:</p> <ul style="list-style-type: none"> (a) Main-Rotor Gearbox replacement. (b) Main Rotor Head replacement. (c) Compliance with Technical Instructions. (d) Modification embodiment. (e) Pre- and post-embarkation maintenance, servicing and defect 	<p>References:</p> <p>10, 20, 29, 30, 38, 39, 43, 46, 48, 51, 71, 84, 86, 87, 101, 102, 103</p> <p>Qualifications:</p> <p>G1, D3, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17, E19, E56, E57, E58, E59, E60, E62, E63</p>	3.1.1

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>vii. Technical Instructions (RTI, SI(T), UTI)</p> <p>viii. Deferred fault rectification.</p> <p>ix. Emergent fault rectification including sheet metal repairs.</p> <p>x. Cannibalisation tasks.</p>		rectification packages.		
		<p>(2) Providing an engineering lead to deliver the SoW to meet the priorities and timeline as directed by MHF HQ/OST AEO, including but not limited to:</p> <p>(a) Pre-Input Meeting.</p> <p>(b) Recommend team constitution.</p> <p>(c) Liaise with MHF HQ and unit logistics personnel for demand progression.</p> <p>(d) Up to twice-daily update meetings with unit/OST AEO.</p> <p>(e) Provide a documentation QA function.</p> <p>(f) Output meeting.</p>	<p>The engineering lead function shall work a core days routine (0730-1630 Monday-Thursday, 0730-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	37 hours per week 1710 hours per annum, based on historical average.	<p>Qualifications:</p> <p>G1, E6, E10, E14, E19</p>	3.1.1
		<p>(3) Providing administrative activity in support of the tasks above, which may include but is not limited to:</p> <p>(a) Providing AEO's Writer (AEOW) functions as detailed in JAP(D) 100A 0409-2. Primary tasks to carry out Data integrity (DI) checks on transfer of aircraft or airworthiness-critical items, including but not limited to:</p> <p>i. Item Structure Report.</p>	<p>Output required during core working days, 0730-1630 Monday-Thursday, 0730-1500 Friday.</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	37 hours per week 1710 hours per annum, based on historical average.	<p>References:</p> <p>20, 29, 30, 38, 39, 59, 84, 86, 91, 101, 102, 103,</p> <p>Qualifications:</p>	1.2, 3.1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<ul style="list-style-type: none"> ii. Item Schedule Check. iii. U/S Item Inquiry. iv. U/S Item Report. v. S Uninstalled Item Inquiry. vi. S Uninstalled Item Report. vii. Incorrect Custodian Inquiry. viii. Incorrect Site Code. ix. Pending Work Order Report. x. QA Report. xi. Weight & Balance. xii. QA Check. xiii. Post package data gathering for Continuous Airworthiness Management Meeting (Camm)/ scheduled maintenance review/ Delivery Team (DT) Working Group. <p>(b) Administrative tasks, including but not limited to:</p> <ul style="list-style-type: none"> i. Draft, submit and follow-up MOD Form (MF) 760s (Narrative Fault Reports), MF765s (Unsatisfactory Feature Reports), Leaflet 109 (Configuration Management), Leaflet 103 (Merlin On-Site Support Team (MOSST) Query) and Component change proforma. ii. Demanding, conditioning, monitoring and return of aircraft stores. 			G1, E6, E10, E11, E13, E14, E19	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>iii. Aviation Safety Information Management System (ASIMS) input and occurrence investigation.</p> <p>iv. Competency Assessments.</p>				
		<p>(4) Providing support functions to control and manage:</p> <p>(a) Aircraft Support Equipment (ASE) control including Joint Asset Management and Engineering Solutions (JAMES) routine servicing and recording.</p> <p>(b) Issue centre and tool control.</p> <p>(c) Hold AinU for tools and ASE scaled to support up to 2 Merlin aircraft, acting as loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.</p> <p>(d) Fuels, Lubricants and Associated Products (FLAPs) and associated storage including Control of Substances. Hazardous to Health (COSHH) Log/leaflets.</p>	<p>Output required during core working days, 0730-1630 Monday-Thursday, 0730-1500 Friday.</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	<p>37 hours per week 1710 hours per annum, based on historical average.</p> <p>Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework.</p> <p>Financial recovery action may be taken by the Authority in the event of the loss of inventory items.</p>	<p>References:</p> <p>20, 38, 39, 47, 48, 49, 51, 101, 102, 103</p> <p>Qualifications:</p> <p>G1, A20, A21, E59, E60, E63</p>	2.5.1, 3.1.2
		<p>(5) Quality assurance (QA) self-auditing (1st party).</p>		<p>Task average 8 hours per audit, based on historical average.</p>	<p>References:</p> <p>19, 20</p> <p>Qualification:</p> <p>G1, E19</p>	2.1, 2.6
1.b	Provide management of Aircraft Support Equipment (ASE), Aircraft Specialist	The Contractor shall deliver ASE/ASSE control, support, training and maintenance, servicing and defect rectification functions, including but not limited to:	Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).	<p>37 hours per week/1710 hours per annum, based on historical average.</p> <p>Stakeholder(s):</p>	<p>References:</p> <p>3, 6, 7, 10, 20, 29, 30, 38, 39, 42, 46, 48, 51,</p>	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	Support Equipment (ASSE) and Helicopter Underslung Lifting Equipment (HUSLE) across all Merlin Helicopter Force (MHF) sites.		The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.	<p>Commander Air Engineering and Operational Support (Cdr AE&OS).</p> <p>Commander Merlin (Cdr M).</p> <p>MHF Squadrons.</p> <p>Senior Aircraft Engineer (Merlin) (SAE(M)).</p> <p>Merlin Integrated Logistics & Operations Cell (ILOC).</p> <p>Location(s):</p> <p>MHF Headquarters.</p> <p>Culdrose-based MHF units.</p>	<p>67, 70, 75, 76, 84, 86, 87, 101, 102, 103, 104</p> <p>Qualifications:</p> <p>G1, E6, E8, E10, E11, A20, A21, E23, E51, T49, T50, E60, E62, E63, A64, E65, E66, L67, L68</p>	
		<p>(1) Control, management, prioritisation and assurance of ASE/ASSE/HUSLE, modular support and tooling requirements, to support MHF tasking, against Squadron/unit Articles in Use (AinU) holdings and the range and scale of:</p> <p>(a) Aviation Support Capability Team (ASCT)/Station Maintenance Engineering Organisation (SMEO)-directed holdings for ASE.</p> <p>(b) Merlin 2NR Policy Leaflet 142 for ASSE.</p>		Task estimated at 7 hours a week, based on historical average.		3.1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(c) Joint Helicopter Command (JHC) Command Acquisition Support Plan (CASP) for HUSLE.				
		(2) Hold Articles in Use (AinU) for ASE, ASSE and HUSLE, acting as loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.	As required.	Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		2.5.1
		(3) Act as the MHF lead Joint Asset Management and Engineering Solution (JAMES) Officer subject matter expert and mentor, assist/advise all MHF Support Section personnel with JAMES-related planning/forecasting and maintenance, servicing and defect rectification activities.		Task estimated 5 hours a week, based on historical average.		3.1.2
		(4) Provide subject matter expert advice to produce standardised ASE/ASSE/HUSLE risk assessments and COSHH assessments within MHF and conduct termly, minuted reviews with MHF Support Senior Rates (SSRs) to ensure currency and applicability throughout MHF.		Task estimated at 3 hours a week, based on historical average.		3.1.2
		(5) Provide subject matter expert advice and assistance to MHF SSRs for the booking, transportation and packing of Squadron mobile equipment (including ISO container packing and transport of dangerous goods) required for embarkations and detachments.		Task estimated at 3.5 hours a week, based on historical average.		3.1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(6) Post-deployment, assist MHF units with the return and recovery of Squadron mobile equipment.		Task estimated at 3.5 hours a week, based on historical average.		3.1.2
		(7) Provide ASE/ASSE/HUSLE subject matter expert advice and mentoring to MHF SSRs.		Task estimated at 2 hours a week, based on historical average.		3.4
		(8) Deliver Mobile Elevated Working Platform (MEWP) operator (scissor lift) Targeted Employment Module TEM FG786SRV and Merlin Maritime Field Staging TEM FG498SVV to MHF personnel within MHF hangar real estate.		Task estimated at maximum of 12 days per annum (~2 hours per week), based on historical average. Subject to 6-monthly Defence Trainer Supervisor (DTS) training quality assurance.		5.10
		(9) Mentor and assist MHF Squadron support staff, including but not limited to: (a) Daily/weekly maintenance and servicing of ASE and associated JAMES maintenances work order and conditioning. (b) ASSE and tooling replacement. (c) Maintenance of HUSLE (including but not limited to lifting strops, slings and cargo lifting nets). (d) Coordinating the return of ASE and harnesses to SMEO for maintenance, servicing and defect rectification, and its subsequent return.		Task estimated at 12 hours a week, based on historical average.		3.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(e) Lifting and gantry operations.</p> <p>(f) Delivery of standard staging before use check, weekly briefs and warnings in accordance with the CIEPT.</p> <p>(g) Coordination of 3-monthly standard staging on-site checks by Integrated Merlin Operation Support (IMOS) personnel.</p>				
1.c	Provide oversight and management of logistics supply chain function on 824 NAS.	<p>The Contractor shall place, manage and track outstanding stores demands on Supply Chain Management Systems, conditioning and timely returns of parts to mandated Uninstalled Asset Return Times (UARTs) for air and survival equipment item on 824 NAS and provide mentoring/logistics brief function to Merlin Helicopter Force (MHF) units.</p> <p>Tasks include but are not limited to:</p>	<p>Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	<p>37 hours per week/1710 hours per annum, based on historical average.</p> <p>Stakeholder(s):</p> <p>Commander Air Engineering and Operational Support (Cdr AE&OS).</p> <p>MHF Squadrons.</p> <p>Senior Aircraft Engineer (Merlin) (SAE(M)).</p> <p>Merlin Integrated Logistics & Operations Cell (ILOC).</p> <p>Culdrose Logistics Officer.</p> <p>Location(s): 824 NAS.</p> <p>Dependencies:</p> <p>MHF ILOC.</p>	<p>References:</p> <p>29, 30, 38, 39, 46, 48, 51, 59, 76, 84, 86, 101, 102, 103, 104, 108</p> <p>Qualifications:</p> <p>G1, E6, E10, E14, E51, L69</p>	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Merlin Delivery Team (DT).		
		(1) Placing, managing and tracking of stores demands on Supply Chain Management Systems for air and survival equipment items.		~23,000 demands per annum across MHF units for ASE, SE and stores, based on historical average.		3.1.2
		(2) Liaising with the Air Stores Coordination Office (ASCO), Priority Progression Cell (PPC), Embarked Aviation (EMBAV), Merlin ILOC and 824 NAS engineering personnel to support maintenance and detachment planning.				3.1.2
		(3) Viewing, verifying and coordinating equipment conditioning of unserviceable assets on 824 NAS, including 'SCRAP' items, correct application of Serviceability, Maintenance and Repair (SMR) codes and identifying items requiring Special Category Work (SCW).		~6000 items returned per annum, based on historical average.		3.1.2
		(4) Ensuring mandated UARs are complied with on 824 NAS.		UAR total directly correlated to unserviceable assets at paragraph 3.		3.1.2
		(5) Electronically transferring assets (custodian change) from 824 NAS to R1/R2/R3/R4 units via the logistics information system (LIS).		~6000 assets per annum, based on historical average.		3.1.2
		(6) Holding 824 NAS Clothing Loan Articles in Use (AinU), acting as loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.		Discrepancy in AinU quantity or condition process as defined by		2.5.1

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		
		(7) Conduct logistics briefs for MHF engineering personnel. To include feedback on procedural errors, UART and conditioning.				3.4
		(8) Provide mentoring of MHF Logistics branch personnel, as directed by station logistics organisation.				3.4
1.d	Provide management of Squadron authorisations, including collation and issue to 824 NAS Air Engineer Officer (AEO) for final approval and signature.	The Contractor shall manage 824 NAS authorisations, including but not limited to:	Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).	37 hours per week/1710 hours per annum, based on historical average. Stakeholder(s): 824 AEO. Location(s): 824 NAS. Dependencies: 824 NAS.	References: 20, 38, 39, 84, 86, 87, 101, 102, 103, 104 Qualifications: G1, E5, L69	3.1.2
		(1) Producing and maintaining all Squadron engineering and local authorisations, including the collation of certified training and competency assessments, before presenting the packs to the AEO for approval and signature.		Major authorisation is the initial issue of authorisations e.g. post professional course		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(2) Maintaining the Authorisation Database, providing reports to the Authority to ensure personnel remain competent and current.		completion, promotion or joining of Squadron.		
		(3) Maintaining, co-ordinating and controlling Technical Record Cards (TRC), competency assessment records and training records for all squadron personnel.		<p>Minor authorisation is the update or addition of singular, two or three different authorisations e.g. post local/specific courses, update of competency check, FMT600-Driving Licence and annual signing of Technical Record Card (TRC).</p> <p>Historically 500 personnel records to be managed per annum.</p> <p>~1165 major authorisation amendments per annum (average 40 mins per task, 6 tasks per day).</p> <p>~9,320 minor authorisation amendments per annum (average 5-6 min per task, 40 tasks per day).</p>		
		(4) Providing subject matter expert advice and assistance to MHF unit authorisation managers and Quality Assurance Department.		Support 3-4 Self Audit and one Internal Quality Audits (IQA) per annum across MHF units.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
1.e	Provide a Data Integrity (DI) solution for Merlin Mk2/ Crowsnest aircraft and uninstalled assets as part of the Merlin Engineering Records Integrity Team (MERIT).	The Contractor shall provide an engineering records DI function to ensure and assure accurate life data under the direction of the MERIT I/C, as prioritised by Merlin Continuous Airworthiness Management Organisation (CAMO). This work will include, but is not limited to:	<p>Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	<p>111 working hours per week/5130 working hours per annum, based on historical average.</p> <p>Stakeholder(s):</p> <p>RNAS Culdrose Duty Delivery Holder.</p> <p>RNAS Culdrose Military Continuous Airworthiness Manager (Mil CAM).</p> <p>RNAS Culdrose Senior Aircraft Engineer (Merlin) (SAE(M)).</p> <p>Merlin Delivery Team (Me DT).</p> <p>Location: MHF HQ, RNAS Culdrose.</p> <p>Dependencies:</p> <p>Merlin CAMO.</p> <p>MHF Squadrons.</p> <p>The MERIT provides a fundamental service to Merlin CAMO; therefore, it is essential that a Merlin CAMO frontline unit have direct access</p>	<p>References:</p> <p>10, 19, 20, 38, 39, 46, 59, 84, 86, 87, 101, 102, 103</p> <p>Qualifications:</p> <p>G1, E6, E10, E14, E19, E61, E70</p>	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				to MERIT on a daily basis. All MERIT personnel shall be required to liaise between Merlin Forward Fleet and Me DT for any DI matter and, in the absence of the MERIT I/C, present DI information to the Merlin CAMO in the requested format.		
		(1) Investigating and interrogating engineering record lifting details against the current Electronic Asset Management (EAM) system. Where DI issues are identified in life history: (a) Report issue to MERIT I/C. (b) Compile and submit Penalty Life Application to the Merlin Delivery Team (Me DT). (c) On receipt, apply the Me DT Penalty Life Application.		Historically paragraphs 1-7 take 78 hrs per week. Current EAM is GOLDesp. Where applicable, continue search in legacy systems (Enhanced Health Usage & Diagnostic System (EHUDS), WRAM (Work Recording & Asset Management), WRAM Online,) and all available data sources (e.g. Build Base, Technical Documents Online (TDOL), Compound Interactive Electronic Technical Publications (CIETP)) to establish the		3.3
		(2) Investigating and interrogating engineering records for the accuracy of: (a) Modification and Technical Instruction (TI) history. (b) Configuration management. (c) Me DT-granted concessions.				3.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				accuracy of life history back to birth. Build Base is an industry tool that records/logs assets at build/birth date and is interrogated by MERIT Team.		
		(3) Providing subject matter expert advice on any identified DI issues and drafting/staffing/validating policy/procedures and reports.		Historically 1 x DI issue per week with subsequent advice, policy, procedure or report drafted.		3.3
		(4) Conducting process verification audits (PVAs) on the electronic recording actions for newly issued Merlin DT Servicing Instruction (Technical) (SI(T)).				2.6, 3.3
		(5) Assuring correct electronic recording action for Special Instructions (Technical) (SI(T)) compliance by MHF units.		~24 per week, based on historical average.		3.3
		(6) Reviewing DI findings to support the Continuing Airworthiness Maintenance Organisation (CAMO) with Technical Data Exploitation (TDE) and trending.		As required by the Military Continuous Airworthiness Manager (Mil CAM), Senior Air Engineer (Merlin) (SAE(M)) and the MERIT I/C.		3.3
		(7) Preparing DI trends and TDE reports for the Merlin Continuous Airworthiness Management Meeting (Camm), Data Exploitation and Trending working group (DETWG) and others, as directed by the MERIT I/C.				3.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(8) In consultation with MERIT I/C, raising Defence Aviation Safety Occurrence Reports (DASORs), Quality Occurrence Reporting (QOR), MF760 (Narrative Fault Report), MF765 (Unsatisfactory Feature Report) should any airworthiness or DI issues be identified during MERIT activity.		~10 hours per week, based on historical average.		1.2
		(9) Maintaining MERIT databases, email and MODNET files, ensuring all filing and archiving of DI/airworthiness documentation meets extant retention regulations and Station policy.		~4 hours per week, based on historical average.		3.3
		(10) Providing a Merlin point of contact function to provide DI/custodian/policy advice to Squadron/unit Air Engineering Officer's Writers (AEOWs).		~4 hours per week, based on historical average.		3.3
		(11) Delivering ad-hoc Merlin-specific AEOW face-to-face DI/custodian training, as directed by MHF.		~10 briefs per annum, based on historical average. 10x8-hour days (= average 1.75 hours per week).		3.4
		(12) Providing in-house training and mentoring for MERIT in the above tasks.		~8 hours per week, based on historical average.		3.4
		(13) When requested, assisting the Culdrose Quality System Manager (QSM)/CAMO Quality System Coordinator (QSC) in the auditing of Squadron/unit AEOWs or Boundary Cells.		~2 hours per week, based on historical average.		2.6
		(14) Staying in date for any continuation training and competency checks required by current regulations, mid-level policy, CAME requirements and Station policy.		~3.5 hours per week, based on historical average.		3.1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
1.f	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of Culdrose Duty Delivery Holder (DDH).	The Contractor shall conduct AR activity as directed by the MAR Team Leader (T/L) to meet the Culdrose AR Schedule, including but not limited to:	<p>Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	<p>37 hours per week/1710 hours per annum, based on historical average.</p> <p>Stakeholder(s):</p> <p>Culdrose Delivery Duty Holder (DDH).</p> <p>Culdrose Military Continuous Airworthiness Manager (Mil CAM).</p> <p>Culdrose Platform Senior Aircraft Engineers (SAEs).</p> <p>Culdrose Flight Test.</p> <p>Culdrose Senior Support Engineer (SSE).</p> <p>Location(s):</p> <p>Culdrose and any UK location where Culdrose DDH aircraft are held. (Not expected to conduct embarked AR activity.) Up to 1 detached AR per annum.</p> <p>Dependencies:</p> <p>Platform CAMOs.</p>	<p>References:</p> <p>10, 20, 21, 22, 23, 24, 31, 32, 33, 38, 39, 59, 84, 86, 87, 71, 91, 92, 93, 94, 95, 96, 99</p> <p>Qualifications:</p> <p>G1, E6, E10, E14, E17, E19, E22, E70, G71, E72, E73, E74, E75</p>	1.2, 3.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>Culdrose Squadrons.</p> <p>Appropriate Force HQs will supply aircraft at the correct configuration and appropriate time to conduct AR activity.</p> <p>Deliver an AR compliance report in accordance with timelines as detailed in the relevant platform Continuous Airworthiness Management Exposition (CAME).</p> <p>Airworthiness issues are to be raised immediately with the MAR T/L.</p> <p>Deliver AR trending and TDE reports within timescales as detailed by the MAR T/L.</p>		
		(1) Leading independent ARs and compiling AR report of findings.		<p>Independent ARs are:</p> <p>(a) A documentation and physical check of the aircraft.</p> <p>(b) Carried out by a Military Airworthiness Review Surveyor (Mil AR Surveyor).</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>(c) Conducted on an annual basis for each aircraft, under the responsibility of RNAS Culdrose DDH.</p> <p>~8 x ~15-day ARs = ~120 days per annum, based on historical average.</p>		
		(2) Supporting ARs and providing details of findings for compilation of AR reports.		~50 days per annum (10 x 5), based on historical average.		
		(3) Consulting with the MAR T/L, raising Defence Aviation Safety Occurrence Reports (DASORs), AR process reviews, Quality Occurrence Reporting (QOR), Narrative Fault Report (MF760) and Unsatisfactory Feature Report (MF765) forms should any airworthiness issues be identified during AR activity.		<p>~9 days per annum, based on historical average.</p> <p>Average of 1 DASOR per AR.</p>		
		(4) Providing SQEP AR continuity within the department and mentor less-experienced Authority AR staff/new joiners.		<p>~8 days per annum, based on historical average.</p> <p>Authority staff typically in post for 24 months.</p>		
		(5) Reviewing AR findings to support the Continuing Airworthiness Maintenance Organisation (CAMO) with Technical Data Exploitation (TDE) and trending.		<p>~14 days per annum, based on historical average.</p> <p>As required by the Military Continuous</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Airworthiness Manager (Mil CAM), platform Senior Aircraft Engineers (SAEs) and the MAR T/L.		
		(6) Preparing AR trends and TDE reports for Continuous Airworthiness Management Meetings (CAMMs), Data Exploitation and Trending Working Group (DETWG), Air Safety Board for each Culdrose platform and as directed by the MAR T/L.		~32 days per annum, based on historical average.		
1.g	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering support to MHF, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and contributed to via NLIMS.</p>	<p>References: 10, 82, 91</p> <p>Qualifications: G1</p>	1.2
1.h	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage support outputs to MHF, ensure that	As required.			7.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		outputs meet the Authority's priorities and that risks to output are identified, understood and managed.				
		(2) Provide formal reports to the Authority on delivery of service volumes provided for SOR Refs 1.b-f.	HF and EM reported monthly. Output volumes for SOR Refs 1.b-f measured on a monthly basis, data to be available to the Authority on request.			7.3

SOR Ref	Requirement	Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 2 Support to Wildcat Maritime Force (WMF) at Royal Naval Air Station Yeovilton					
2.a	Provide aircraft maintenance, servicing and defect rectification support to 815 Naval Air Squadron (NAS) and 825 NAS.	<p>The Contractor shall augment the 815 NAS and 825 NAS engineering organisations, delivering aircraft maintenance, servicing and defect rectification and associated tasks in accordance with WMF HQ and Squadron Air Engineer Officers' (AEOs') direction.</p> <p>Specific duties shall be determined and prioritised by the Authority and will include, but are not limited to:</p>	<p>Output required for shift routines or core working days, as defined below, dependent on task requirements:</p> <p>Core working days routine: Monday-Thursday 0730-1630, Friday 0730-1500.</p> <p>Shift routine (for example): 0730-1200 and 1130-2230, on alternate weekdays, including handover period 1130-1200 at shift change.</p>	<p>References:</p> <p>8, 10, 19, 20, 45, 48, 51, 59, 84, 86, 89, 91, 101, 102, 103, 109, 110</p> <p>Qualifications:</p> <p>G1, D3, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17, E19, W18, E51</p>	
		<p>(1) Aircraft maintenance, servicing and defect rectification tasks and Supervision of aircraft engineering Operatives for Mechanical trade activity, including but not limited to:</p> <p>(a) Flight line operations.</p> <p>(b) Fault diagnosis and rectification.</p>	<p>Service to be provided within working periods described above, as required by WMF HQ and Squadron AEOs.</p> <p>Indicative working week of 37 working hours within specified working times, on average, 46 weeks per annum.</p> <p>Estimate ~6,840 working hours' contractor</p>		1.2, 3.2, 3.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(c) Aircraft material state husbandry/rectification. (d) Aircraft husbandry surveys. (e) Aircraft sheet metal repair. (f) Operator Level NDT operations. (g) HUMS vibration analysis. (h) Completion of routine maintenance servicing and defect rectification activity, including compliance with Special Instructions (Technical) (SI(T)s) and embodiment of modifications. (i) Undertake in-trade independent inspections. (j) Completion of all paperwork and GOLDesp documentation associated with work undertaken. (k) Inputting of stores demands as required. (l) Aviation Safety Information Management System (ASIMS) input and occurrence investigation. (m) Competency Assessments. (n) Quality assurance (QA) self-auditing (1st party). (o) Mentoring and development of Squadron/unit Service personnel in all of the above tasks and responsibilities.		augmentation of Mechanical Trade Supervision per annum.		
		(2) Aircraft maintenance, servicing and defect rectification tasks and Supervision of aircraft engineering Operatives for Avionics trade activity, including but not limited to: (a) Line operations.	Service to be provided within working periods described above, as required by WMF HQ and Squadron AEOs.	Indicative working week of 37 working hours within specified working times, on average, 46 weeks per annum.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(b) Fault diagnosis and rectification.</p> <p>(c) Aircraft material state. husbandry/rectification.</p> <p>(d) Aircraft husbandry surveys.</p> <p>(e) Completion of routine maintenance, servicing and defect rectification activity, including compliance with SI(T)s and embodiment of modifications.</p> <p>(f) Undertaking in-trade independent inspections.</p> <p>(g) Completion of all paperwork and GOLDesp documentation associated with work undertaken.</p> <p>(h) Inputting of stores demands as required.</p> <p>(i) Aviation Safety Information Management System (ASIMS) input and occurrence investigation.</p> <p>(j) Competency Assessments.</p> <p>(k) Quality assurance (QA) self-auditing (1st party).</p> <p>(l) Mentoring and development of Squadron/unit Service personnel in all of the above tasks and responsibilities.</p>		Estimated ~8,550 working hours' contractor augmentation of Avionics Trade Supervision per annum.		
		<p>(3) All-trade aircraft maintenance, servicing and defect rectification co-ordination, as determined by the Authority, including but not limited to:</p> <p>(a) Specifying the extent of and undertaking all-trade Independent Inspections.</p> <p>(b) Managing and supervising aircraft maintenance Operatives and Supervisors.</p>	Service to be provided within working periods described above, as required by WMF HQ and Squadron AEOs.	<p>Indicative working week of 37 working hours within specified working times, on average, 46 weeks per annum.</p> <p>Estimated ~1,710 working hours all-trade coordination per annum.</p>		1.2, 3.2, 3.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(c) Fault diagnosis and rectification.</p> <p>(d) Routine maintenance, servicing and defect rectification activity, including compliance with SI(T)s and embodiment of modifications.</p> <p>(e) Ensuring completion of all paperwork and GOLDesp documentation associated with work undertaken.</p> <p>(f) Carrying out aircraft zonal survey inspections and rectification.</p> <p>(g) Carrying out aircraft husbandry surveys and rectification.</p> <p>(h) Placing stores demands as required.</p> <p>(i) Carrying out aircraft sheet metal and composite repair.</p> <p>(j) Carrying out Operator-level NDT operations.</p> <p>(k) Aviation Safety Information Management System (ASIMS) input and occurrence investigation.</p> <p>(l) Competency Assessments.</p> <p>(m) Quality assurance (QA) self-auditing (1st party).</p> <p>(n) Mentoring and development of Squadron/unit Service personnel in all of the above tasks and responsibilities.</p>				
2.b	Provide safety reporting.	The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering support to WMF, including but not limited to:	As required.	DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and	References: 10, 82, 91 Qualifications:	1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>		<p>contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and contributed to via NLIMS.</p>	G1	
2.c	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage support outputs to WMF, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on delivery of service volumes provided for SOR Ref 2.a.	<p>HF and EM reported monthly.</p> <p>Output volumes for SOR Ref 2.a measured on a monthly basis, data to be available to the Authority on request.</p>			7.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 3 Off-Aircraft Engineering Support at Royal Naval Air Station Yeovilton						
3.a	Provide management, maintenance and storage/custody of Aircraft/ Ground Support Equipment (ASE/GSE), Operational Support Machinery Equipment (OSME) and Miscellaneous Equipment.	The Contractor shall deliver off-aircraft engineering support (OAES) services under the direction of the Deputy Senior Support Engineer (DSSE), including but not limited to:	Services to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Fri, 50 weeks per annum.	Flexible working routines are to be instigated where necessary. The OAES Manager is required to hold delegated engineering authorisations under the direction of the authority.	References: 3, 20, 28, 35, 43, 48, 51, 59, 63, 65, 84, 86, 109, 110 Qualifications:	
		(1) Maintenance, servicing and defect rectification of all RNAS Yeovilton ASE/GSE, OSME and other miscellaneous equipment, including allocated aviation-capable Ships' equipment during refit, including but not limited to: (a) Collection and return of equipment from/to User units. (b) Completion of all work recording, planning and forecasting. (c) Liaison with external authorities as necessary, including equipment testing agencies.	Up to 2 collections/returns per hangar per week, up to 80 Squadron/unit collections and 80 deliveries per month. Of these, up to 8 high-priority deliveries, that is within 30 minutes, per month, at the discretion of the Authority.	~8000 maintenance, servicing and defect rectification events per annum, averaging 2.5 maintenance hours per event, based on historical average. Maintenance/servicing has historically been conducted at 1 Hangar, RNAS Yeovilton. Work recording, planning and forecasting currently achieved primarily via Joint Asset Management and Engineering Solutions (JAMES) but includes other systems referenced at SOR Ref 3.d3.c and any	G1, D3, D4, E5, E6, A20, A21, E23, D25, A64,	4.1, 4.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				successor(s) introduced by the Authority.		
		(2) Facilitating and assisting new equipment trials/appraisals, as directed by the Authority.	As required.	~2 ASE/GSE trials per annum, based on historical average.		4.3
		(3) Coordinating and supplying GSE as required in support of Squadron detached operations.	As required.			4.4
		(4) Conducting Lightweight Stretcher proof load testing.	Up to 30 lightweight stretcher proof-load tests per annum.			4.1
		(5) Arranging and carrying out inspections and statutory testing of all lifting equipment.	Approximately 180 items requiring certification per annum (see GFA list).			4.1
		(6) Manage calibration of all pressure gauges (Cal Lab).	Up to 300 pressure gauge calibrations per annum (Cal Lab & Air Charging).			4.1
		(7) Maintain records and certificates of all testing and provide copies to the User as required.	As required.			4.1
		(8) Provide a priority ASE/GSE maintenance, servicing and defect rectification service in support of units preparing for tasking or deployment.	Specified equipment to be available for the next day, as required.	~15 events per annum, based on historical average, for limited items required to meet short-notice, high-priority tasking, at the discretion of the DO(R).		4.1, 44

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
3.b	Manage logistics and act as loan holder to meet the maintenance, servicing and defect rectification requirements and act as a stockholding site.	The Contractor shall manage logistics as required to deliver off-aircraft engineering support at RNAS Yeovilton, including but not limited to:	As required to deliver the service.	"Stockholding site" as defined by the Defence Logistics Framework.	References: 48, 51, 70, 108	
		(1) Placing stores demands via MJDI, or any replacement Logistics Information System (LIS) introduced by the MoD.	As required.	Variable, to meet the demands of maintenance throughput.	Qualifications: G1, L69	2.5.1
		(2) Acting as a stockholding site in accordance with MJDI and the DLF.	As required.	Discrepancy in stock quantity or condition process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		2.5.2
		(3) Hold Articles in Use (AinU) for tools and AGE/ASE, acting as loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.	As required.	Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		2.5.1
3.c	Provide, manage and enact a rolling 5-year, fully-costed	The Contractor shall provide, manage and deliver an OSME programme, including but not limited to:		Cumulative ~1,596 working hours per annum for delivery of management of SOR	References:	4.5

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	OSME replacement programme.			Refs 3.a to 3.p, based on historical average.	48, 51, 64, 70, 79	
		(1) Specifying, costing and purchasing new and/or replacement OSME, generating a Statement of Need and appropriate business case as required.	Monthly OSME spending figures provided to the DO(R) and Yeovilton Business Support Manager by the third working day of the following month.		Qualifications: G1, A55	
		(2) Managing a local purchase order budget under financial delegation from the DO(R).	As required.			
		(3) Acting as The Authority's Government/Electronic Procurement Card (GPC/ePC) Holder, holding a GPC/ePC with the limit set in accordance with extant limits and regulations.		GPC Low-Value Purchasing training to be completed at least annually.		
		(4) Producing a fully-costed 5-year spending plan for the OSME budget at the start of each financial year.	Annual OSME 5-year spending plan to be presented to the DO(R) by the end of the Calendar Year preceding the next Financial Year.			
		(5) Submitting all OSME spending to the DO(R) and Yeovilton Business Support Manager for approval, including items purchased on the GPC/ePC.	Monthly spending figures provided by the third working day of the following month.			
3.d		The Contractor shall:			References:	2.5.2, 4.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	Operate and control Management Information Systems (MIS) to manage ASE/GSE.	<p>(1) Maintain electronic records of all registered ASE/GSE allocated to all deployed and non-deployed units at RNAS Yeovilton, on GFA software.</p> <p>(2) Register all ASE/GSE, including transitional equipment, on the relevant GFA database.</p>	<p>Indicative volumes of GSE items:</p> <p>~5,500 on JAMES</p> <p>~690 on Frontline</p> <p>~600 on OSME</p> <p>~50 miscellaneous.</p>	<p>Cumulative 3,192 working hours per annum for delivery of 3.a and 3.d, based on historical average.</p> <p>Indicative figures on a rolling monthly basis, i.e. ~460 per month on JAMES, 58 Frontline, 50 OSME and 4 miscellaneous.</p>	<p>2, 48, 60</p> <p>Qualifications:</p> <p>G1, A20, A21</p>	
3.e	Provide familiarisation briefs in support of formal training.	The Contractor shall deliver briefs and support to Authority formal training, related to SOR areas of responsibility, including but not limited to:	Services to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Fri, 50 weeks per annum.	~100 working hours per annum, based on historical average.	References:	5.10
		(1) Familiarisation support briefs to maintenance personnel on the operation and forward maintenance, servicing and defect rectification of new equipment introduced into service.	As required by the DO(R).	Forward maintenance as defined by JAP 100E-10.	10, 60, 76, 105, 106	
		(2) Brief to support Targeted Employment Module (TEM) FG890SRV - Mk19 Hydraulic Servicing Trolley (HST) Maintenance and Servicing.	Indicative 5 briefs per annum.		Qualifications:	
		(3) Brief to support TEM FM205SJV - Small Ship's Flight M2 Ground Equipment Forward Maintenance.	Indicative 3 briefs per annum.		G1, E60, E62, E65, T41, T42	
		(4) Local briefs for gantry operations.	Indicative 5 briefs per annum.			

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(5) General GSE briefs including JAMES, collection/delivery procedures.	Indicative 20 briefs per annum.	Delivered by Process Control Supervisors		
3.f	Provide management, maintenance, servicing and defect rectification and control of tools and test and measurement equipment (TME) held for all OAES outputs.	The Contractor shall:			References:	2.3, 2.4, 7.4
		(1) Control and maintain GFA tooling and TME in accordance with Authority policy and procedures.	GFA as listed.		84, 109, 110, 117	
		(2) Advise the Authority of any required changes to the range and scale of tools and TME.	As required to deliver the service.		Qualifications: G1	
3.g	Provide aircraft battery charging and maintenance, servicing and defect rectification services under a Maintenance-Approved Organisation Scheme (MAOS) approval.	The Contractor shall:		Indicative output per annum, based on historical averages:	References:	
		(1) Service and maintain, including fault rectification, all aircraft batteries and equipment in accordance with extant publications and equipment maintenance schedules.	Serviceable batteries to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Fri, 50 weeks per annum.	~228 Wildcat Main Batteries ~250 Wildcat Auxiliary Batteries ~90 Merlin Batteries	9, 10, 19, 20, 28, 47, 48, 51, 60, 65, 76, 82, 84, 86, 91, 107, 109, 110	4.6
		(2) Provide serviceable batteries for Squadron detachments and deployments.	As required.	2880 Glim Lights	Qualifications: G1, E5, E6, E8, E9, E10, E14, E19, E51	4.6
		(3) Maintain Glim Lights (Civilian Omni-directional Runway Edge Lighting (COREL) and LE58 lights),	As required.	Miscellaneous batteries, including ASE/GSE, trials, disposal: ~500 maintenance hours per annum.		4.6
		(4) Service and maintain, including fault rectification, miscellaneous batteries and associated equipment such as	As required.			4.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		GSE batteries and support of NATO Joint Electronic Warfare Core Staff (JEWCS).		50 working hours for technical briefs, special to type briefs and facilitation of practical continuation, consolidation and pre-frontline experience (PFE) training, per annum, based on historical average.		
		(5) Manage, maintain, control and calibrate test and charging equipment.	As required.			4.6
		(6) Support new equipment trials and assessments.	Up to 2 trials per annum.			4.3
		(7) Dispose of battery casings, core material and electrolyte in accordance with Statutory Regulations/COSHH.	As required.			4.6
		(8) Provide a battery and Glim Lights (COREL and LE58 lights) issue and return facility and facilitate issue by Station Duty Technical Personnel outside working hours, providing a system of accounting for these issues.	As required.			4.6
		(9) Defer to the DO(R) for direction in the event of conflicting priorities.	As required.			7.4
		(10) Brief Duty Technical personnel on the issue and return processes for out-of-hours issues.	As required.			5.10
		(11) Facilitate delivery of practical continuation, consolidation and pre-frontline experience (PFE) training for Air Engineering ratings, including but not limited to TEM FW540ARV - Battery Charging Room.	Up to 10 courses per annum (delivered by ETS in accordance with the TEM handbook and as directed by ETS TEM Planner.)			5.10
		(12) Provide briefs for Special-to-Type equipment as specified by the Authority.	Up to 10 briefs per annum.			5.10

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
3.h	Provide repair and manufacture of bespoke Electrical Extension Leads.	The Contractor shall:			Qualifications:	4.2, 4.4
		(1) Manufacture extension leads for 28V, 110V and 240V systems.	Up to 20 per annum.		G1, E5, E8	
		(2) Manufacture bonding leads for aircraft and ASE/GSE.	Up to 50 per annum.			
3.i	Provide runway arrestor gear system maintenance, servicing and defect rectification.	The Contractor shall:			References:	5.6, 7.4
		(1) Maintain the runway arrestor gear system in accordance with the equipment maintenance schedule.	3-, 12- and 60-monthly maintenance (see GFA list) to be conducted out of normal working hours, to deconflict with airfield opening times, if required.		10, 44, 113	
		(2) Maintain liaison regarding the system condition and availability with the DO(R) and the Senior Air Traffic Control Officer (SATCO).	As required.		Qualifications: G1	
3.j	Provide capabilities for bespoke engravings and manufacture of spandex and plastic-foil markings.	The Contractor shall provide plaques, signs and lettering, to bespoke requirements, for aircraft and station support. Tasks include but are not limited to:	Products to be available for collection during Air Station core working day, 0800-1430 Monday-Thursday and 0800-1600 Friday, 46 weeks per annum.	Cumulative ~1000 tasks per annum, at an average of 1.5 working hours per task, based on historical average.	Qualifications: G1, E24	7.4
		(1) Providing products from brass, plastics and aluminium, including but not limited to: (a) Aircraft and tool tallies. (b) Nametags.	Turnaround times to be specified for each task on MF755J.	All tasking will be notified on MF755J. All manufactured aircraft markings are to be approved by the		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(c) Building, wall, door and desk signs.		respective Typed Airworthiness Authority.		
		(2) Ordering GFA equipment and consumables through Yeovilton Logistics Department, as required to deliver specified products to the required turnaround time.				
		(3) Maintenance, servicing and defect rectification of GFA engraving equipment in accordance with the manufacturers' policies and procedures.				
		(4) Seeking prioritisation and direction from the DO(R) in the event of conflicting tasking.				
3.k	Provide a welding service for stressed aircraft components and general fabrication.	The Contractor shall deliver tasks as detailed on MF731 or MF755J, which shall be pre-approved by the DO(R). Tasks include but are not limited to:	Services to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1430 Friday, 46 weeks per annum.	~860 working hours per annum, based on historical average.	References: 2, 19, 20, 48, 51, 84, 86 Qualifications: G1, E5, E8, E9	7.4
		(1) Welding and fabrication: (a) Welding materials including mild steel, stainless steel and titanium, nickel and aluminium alloys. (b) TIG, MIG, MMA, GAS and Spot welding. (c) Oxy-acetylene & Plasma cutting. (d) Guillotining. (e) Drilling and grinding.	As required. Up to 5% of work to be delivered in-situ outside of the Welding Bay. Turnaround times to be specified for each task on MF755J.			

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(f) Medium blasting. (g) Heat treatment. (h) Bending and freezing of seized components. (i) Hard & soft soldering. (j) Brazing.				
		(2) Ordering GFA equipment and consumables through Yeovilton Main Stores in sufficient quantities to meet the required turnaround time for welding tasks.	As required.			
		(3) Managing the maintenance, servicing and defect rectification of GFA welding equipment through the GSE Section.	As required.			
		(4) Production of test pieces for aircraft work, to be provided to 1710 NAS Materials Integrity Group for approval.	Every 6 months (2 per annum).			
		(5) Seeking prioritisation and direction from the DO(R) in the event of conflicting tasking.	As required.			
3.I	Provide gas supplies in support of Air Station tasks, visiting aircraft and associated ancillary equipment needs.	The Contractor shall:	Services to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Friday, 46 weeks per annum.	~300 working hours per annum, based on historical average.	References: 16, 48, 49, 51, 54, 57, 63 Qualifications:	7.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(1) Receive, deliver, control and install gas cylinders to designated locations throughout RNAS Yeovilton, including but not limited to Squadrons and visiting aircraft.	As required.	~400 items per annum, based on historical average. Gases include nitrogen, helium, oxygen, breathing-quality air and carbon dioxide.	G1, D25	
		(2) Manage gas services and equipment for gases including but not limited to nitrogen, helium, oxygen, breathing-quality air and carbon dioxide; required tasks include but are not limited to: (a) Maintenance, servicing and defect rectification of gas cylinders and packs in accordance with extant policies and procedures. (b) Charging of ASE/GSE nitrogen systems. (c) Testing of portable compressors as directed by the DO(R). (d) Supplying the DO(R) with all conformance/non-conformance reports for each site.	All equipment to be in-date for calibration and testing. Nitrogen charging as required by User units.	Gas cylinder and packs maintenance normally 3-Monthly. ~100 ASE/GSE nitrogen charges per annum, based on historical average.		
		(3) Provide a gas cylinder delivery and collection facility and facilitate issue by Station Duty Technical Personnel outside working hours, providing a system of accounting for these issues.				
		(4) Ensure that, prior to any scheduled break in the service, including but not limited to leave periods, sufficient gas cylinders are available at the designated locations for any tasking forecast during that period.				

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(5) Ensure that the requirements of the annual Fuel & Gas Safety Assurance Assessment are completed.</p> <p>(6) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.</p> <p>(7) Hold Articles in Use (AinU), acting as loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.</p>		<p>Under direction of the DO(R).</p> <p>Discrepancy in quantity or condition process as defined by Defence Logistics Framework.</p> <p>Financial recovery action will be taken by the Authority's Logistics Cell in the event of the loss of inventory items.</p>		
3.m	Provide foam wash and cleaning services for aircraft, vehicles and equipment.	The Contractor shall provide foam washing and cleaning services including but not limited to:	Services to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Friday, 50 weeks per annum.	~2,000 working hours per annum, based on historical average.	References: 20, 45, 46, 48, 51, 67, 69, 84, 109, 110	4.7, 7.4
		(1) Foam washing and cleaning of aircraft and equipment in accordance with extant policies and procedures, within the agreed turnaround time (TRT).	TRT no greater than 4 hours for Wildcat and no greater than 8 hours for Merlin.	<p>TRT extensions and prioritisations may be negotiated with the DO(R).</p> <p>Aircraft and equipment will be prepared for washing by the Customer</p>	Qualifications: G1, E5, E8, E9, E10, E51	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(2) Providing a booking service for aircraft and equipment washing.	As required to deliver the service.	User units will give at least one working day's notice to wash aircraft or equipment.		
		(3) Reporting faults detected in the course of aircraft and equipment washing.	As required.	Faults to be reported to the aircraft or equipment custodian/unit.		
		(4) Demanding stores through the Authority logistics system in sufficient quantity to deliver the service.	As required to deliver the service.			
		(5) Completing daily checks on all equipment, including but not limited to installed water recycling equipment.	As required to deliver the service.	Any defects to be reported to the DO(R).		
		(6) Making the foam-washing facility available for out-of-hours use by user units as required and provide briefs on the operation of equipment, the chemical hazards associated with the process and procedures for securing the facility.	As required.	Briefing to be delivered during core working day. The user unit shall be responsible for securing the facility at the end of out-of-hours work.		
3.n	Provide cleaning and maintenance, servicing and defect rectification of GFA de-greasing and de-rusting machines.	The Contractor shall:			References:	7.4
		(1) Service and clean the machines and replenish/replace fluids as necessary.	12 × de-greasing machines. 4 × de-rusting machines.	Servicing dependent on usage.	56, 67, 69 Qualifications: G1	
		(2) Repair or replace unserviceable machines.	As required to deliver the service.			

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(3) Dispose of contaminated waste.	As required to deliver the service.			
3.o	Host/participate in all external/Station-led assurance activities on Off-Aircraft Engineering Support services and facilities.	<p>The Contractor shall host and/or participate in assurance activity as and when required by the Authority, including but not limited to:</p> <p>(1) RNAS Yeovilton Internal Quality Audit (IQA).</p> <p>(2) Navy Command External Quality Audit (EQA).</p> <p>(3) Value for Money.</p> <p>(4) Shadowing of Contractor audits.</p> <p>(5) Defence Trainer Supervisor (DTS) training quality assurance.</p>	<p>(1) Annual.</p> <p>(2) Biennial.</p> <p>(3) Ad-hoc.</p> <p>(4) Ad-hoc.</p> <p>(5) 6-monthly.</p>		<p>References: 10, 19, 76</p> <p>Qualifications: G1</p>	2.6
3.p	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering OAES, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and contributed to via NLIMS.</p>	<p>References: 10, 82, 91</p> <p>Qualifications: G1</p>	1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
3.q	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage OAES outputs, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on Low Value Purchasing and OSME spending planning.	Monthly (spending) and Annual (plan). HF and EM reported monthly.			4.5, 7.3

SOR Ref	Requirement	Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References	
Section 4 Airfield Services at Royal Naval Air Station Yeovilton						
4.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.	The Contractor shall:		References:		
		(1) Order, account for, take receipt of and store bulk aviation fuel, from the Authority's supplier.	Minimum of 80% of Bulk Fuel Installation (BFI) capacity is to be maintained at all times unless otherwise authorised by the DO(R).	Reduced volume holdings may be granted at the discretion of the DO(R). ~7 deliveries per week, based on historical average, each delivery typically being 1-3 Bulk Fuel Carrying Vehicles (BFCVs), depending on fuel types. BFI capacities: (a) AVCAT (F-44) 200,000 litres. (b) AVTUR (F-34) 3,000,000 litres. Ordering and receipt of fuel shall be recorded on the appropriate Ministry of Defence (MOD) bulk fuels request voucher.	10, 14, 15, 17, 47, 48, 50, 51, 52, 54, 62, 66, 67, 68, 69, 109, 110 Qualifications: G1, E36, E37, F29, F34, E36, E37	5.2, 5.4.1
		(2) Manage storage of AVCAT and AVTUR and AVGAS in GFA BFIs and Bulk Fuel Carrying Vehicles (BFCVs).	As required to deliver the service.	AVCAT (F-44) and AVTUR (F-34) Aviation fuel are stored in RNAS Yeovilton BFIs. Two GFA 9000 litre BFCV bowzers are available		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				for storage and supply of AVGAS (F-18). The following are to be held: (a) BFI Certificate for Continued Operation (CCO) (b) Certificate of Fitness for Continued Use (CFCU)		
	(3)	Maintain all holdings of aviation fuel at the standard required for operation of military and civilian aircraft, conducting all inspections, quality control checks and tests on all BFIs and BFCVs in accordance with extant policies and procedures.	As required to deliver the service.	Indicative tasks: (a) BFCV: as required, daily / 24 hourly, 7 days / weekly, quarterly / 3 monthly. (b) BFIs: on receipt or dispatch of fuel from BFI.		
	(4)	Account for all aviation fuel, maintaining records of fuel usage, including records of fuel issued to visiting aircraft.	Weekly and monthly reports to RNAS Yeovilton Logistics Department.			
	(5)	Ensure management and maintenance, servicing and defect rectification of GFA BFIs is carried out effectively and without impact on fuel delivery services, liaising with the Authority and the Authority's Maintenance Management Organization (MMO) as required, including but not limited to:	As required to deliver the service.	This shall include routine engagement by Refuel Section management with the		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(a) Providing a building management function for BFIs.</p> <p>(b) Reporting emergency or urgent defects to the Authority's MMO and the Air Station Standing Officer of the Day (SOOD).</p> <p>(c) Ensuring all BFI regulatory servicing, maintenance and defect rectification activities are conducted on time by the Authority's MMO.</p> <p>(d) Liaising routinely with the MMO to ensure timely BFI maintenance, servicing and defect rectification.</p> <p>(e) Alerting the delegated Operating Authority (DO) with minimum 1-month's notice in the event that servicing, maintenance and defect rectification deadlines may not be met.</p> <p>(f) Raising, administering and managing Environmental Risk Assessments (ERA), risk assessments (RA), Control of Substances Hazardous to Health (COSHH) RAs, Dangerous Substances and Explosive Atmospheres Regulations (DSEAR) RAs and maintain records of MOD DSEAR Awareness training.</p>		<p>MMO, including but not limited to:</p> <p>(a) Conducting preparatory dialogue/liaison.</p> <p>(b) Hosting MMO contractors undertaking maintenance and rectification activities.</p> <p>(c) Handing over the site completely or having restricted access.</p> <p>(d) Completing associated paperwork e.g. method statements.</p> <p>Historically 40xBFI full/part handovers to MMO contractors/sub-contractors per annum.</p> <p>ERAs and DSEAR RAs - annual.</p> <p>ERAs are over-signed by the delegated OA and held for the BFCV Park and all BFIs in accordance with JSP 418.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>RAs and COSHH RAs - dependent on level of risk (6-monthly/ annually/biennially).</p> <p>MF 5014 DSEAR RAs (signed by the Fuel and Lubricant (F&L) Manager) required for the BFCV Park and BFIs.</p> <p>MF5014 Hazard Area Classification (HAC) diagrams to be displayed on all relevant sites.</p>		
4.b	Provide aviation fuel services at RNAS Yeovilton.	The Contractor shall:	<p>The service is to be continuously available from one hour before published airfield opening times until no sooner than one hour after airfield closing.</p> <p>Indicative hours Monday-Thursday 0700-1900, Fri 0700-1700 and night flying 3-5 hours per night, 3-4 nights per week (timing seasonal).</p> <p>Additional coverage to be provided for airfield opening times outside those hours and for outside published</p>	<p>Derogation may be granted for Air Station leave periods, at the discretion of the DO(R).</p>	<p>References:</p> <p>17, 18, 47, 52, 53, 55, 62, 66, 67, 69, 73, 75, 78, 84, 85, 91, 109, 110, 116</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F34, F35, E36, E37</p>	5.2, 7.4, 7.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			opening times, as required by the Authority.			
		(1) Deliver aviation fuel to all Air Station and visiting aircraft at dispersals, hangars and aprons as detailed in the extant Air Station site map by pressure refuelling (cold, hot/rotors-running) and gravity refuelling.	<p>(a) Concurrent refuels/defuels:</p> <ul style="list-style-type: none"> i. 5: routinely. ii. 6: approximately once per week. iii. 8: approximately once per 2 months. <p>(b) Cumulative refuels/defuels per day:</p> <ul style="list-style-type: none"> i. Up to 60: routinely. ii. >75: approximately 6 days per annum. <p>(c) Response times:</p> <ul style="list-style-type: none"> i. High priority* refuel requests shall be delivered within 15 minutes of notification. ii. Routine refuel requests shall be delivered within 40 minutes of notification. 	Historically, 16x8-hour periods during planned weekend/exercise flying per annum, pre-booked in accordance with Yeovilton Defence Aerodrome Manual (DAM).		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			*Estimated approximately 50% of refuel/defuels designated high-priority, at the Authority's discretion.			
		(2) Defuel all station and visiting aircraft at dispersals, hangars and aprons as detailed in the extant Air Station site map by pressure and gravity defueling.	Indicative, but not limited to, 4 aircraft defueling operations per day.			
		(3) Manage booking and delivery of aviation fuel services.	The service is to be continuously available from one hour before published airfield opening times until no sooner than one hour after airfield closing.	Derogation may be granted for Air Station leave periods, at the discretion of the DO(R).		
		(4) Deliver a surge refuelling/ defueling capability for RNAS Yeovilton Air Day, including management attendance at Air Day planning meetings/briefings.	Surge requirement is from 0730 on the Friday before Air Day to 1200 on the Monday after, with the duration treated as a normal working period. 50% surge in aircraft but still 8 concurrent.	Date of Air Day will be advised by the Authority at the start of each contract year. Fuel requirement details will be arranged with Lt Cdr Flying and the Air Day Co-ordinator in the week preceding Air Day.		
		(5) Deliver an out-of-hours call-out service for aviation fuel services at RNAS Yeovilton.	The service is to be available at all times, at one hour's notice.	Short-notice out of hours call outs are the coverage of high priority requirements and unplanned occurrences.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Call out as directed by Duty Technical Officer (DTO). Historically, 20x3-hour short-notice callouts per annum.		
		(6) Seek prioritisation and direction from the DO(R) in the event of conflicting tasking.	As required to deliver the service.			
4.c	Provide collection of out-of-specification aviation fuel and arrange for its disposal.	The Contractor shall collect out-of-specification fuel (including but not limited to contaminated, waste or suspect-quality fuel) from locations at the Authority's direction (with reasonable access), including unplanned aircraft landings, using out-of-specification fuel BFCV, and arrange for its disposal.	As required.	<p>Historically 97,000 litres per annum.</p> <p>Specified locations include but are not limited to WMF, CHF and ARF Squadrons and Wildcat Contractor Maintenance (WCM).</p> <p>An approved storage solution and disposal contractor are currently available through the Defence Safety Agency (Abbey Wood).</p>	<p>References:</p> <p>47, 53, 55, 56, 62, 66, 68, 109, 110, 116</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F34, F35, E36, E37</p>	5.1.1, 5.2
4.d	Provide fuel and Aircraft Incident Support (AIS) training and briefings and subject-matter	The Contractor shall deliver:	Service to be available during Air Station core working day, 0800-1630 Monday-Thursday and 0800-1600 Friday, 50 weeks per annum.		<p>References:</p> <p>15, 17, 18, 47, 62, 69, 76, 84, 109, 110</p>	5.10

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	expert (SME) input to training.	(1) Targeted Employment Module (TEM) 090SRV (BFCV Operator).	Indicative 6 courses per annum, with up to 6 students per course.		Qualifications: G1, T41, T42	
		(2) TEM 526 SRV (Helicopter In-flight Refuelling (HIFR) Operations).	Indicative 12 courses per annum, with up to 6 students per course.			
		(3) Fuel/AIS Section awareness briefs for Air Engineer Officer Certificate of Competence (CofC) and Chief Petty Officer Aircraft Certificate of Competence (ACC).	Indicative 2 briefs per month.			
		(4) Fuel spillage briefs.	Indicative 50 briefs per annum.	Delivered to MOD civil servants, Service personnel and to Contractors.		
4.e	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.	The Contractor shall:	Daily checks (every working day) and weekly checks. GFA including, but not limited to, ~16 refuelling vehicles.	Other than daily and weekly inspections, all GFA vehicles and equipment (including engine, chassis, transmission) are maintained by the Authority.	References: 1, 3, 4, 5, 10, 17, 47, 48, 51, 53, 55, 62, 66 Qualifications: G1, A20, A21, F30, F34	
		(1) Ensure maintenance, servicing and defect rectification of all aviation fuel equipment provided on ordinary loan by the Authority.				5.2
		(2) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.				5.2
		(3) Hold Articles in Use (AinU) for aviation fuel equipment, acting as loan holder in accordance with MJDI		Discrepancy in AinU quantity or condition		2.5.1

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		and the DLF and conducting defective stock investigations as required.		process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		
		(4) Operate, control and manage refuelling vehicles under an Operator's Licence (O Licence).				5.1.1
		(5) Ensure daily and weekly inspections of Bulk Fuel Carrying Vehicles (BFCVs) are carried out.				5.2
4.f	Provide aviation fuel services for detached flying operations.	The Contractor shall deliver aviation fuel and defueling to RNAS Yeovilton-based aircraft conducting detached operating within the UK by pressure refuelling/defueling (cold, hot/rotors-running) and gravity refuelling/defueling.	<p>Up to 60 detached operating periods, per annum, given notice:</p> <p>(a) Of 12 hours for up to 1-day detachment.</p> <p>(b) Of 72 hours for detachment 2-7 days.</p> <p>(c) Of 7 days for detachments 1-3 weeks.</p> <p>(d) Of 1 month for detachments exceeding 3 weeks.</p> <p>For a single detachment there will be no reduction</p>	<p>Historically:</p> <p>Most detached periods are for 1xBFCV for 1 day;</p> <p>~2 per annum are for 1xBFCV for 1-4 days;</p> <p>~1 per annum is for 1xBFCV for 4-14 days.</p>	<p>References:</p> <p>17, 18, 47, 52, 53, 55, 62, 66, 67, 69, 73, 75, 84, 85, 91, 109, 110, 116</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F35, E36, E37</p>	5.1.1, 5.2, 7.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			<p>in concurrent refuel requirements.</p> <p>For concurrent detachments there will be a commensurate reduction in concurrent refuel requirements.</p>			
4.g	Provide custody and management of Technical Publications and documentation.	The Contractor shall:		Indicative 7 x publications and 2 x CDs held on loan, based on historical holdings.	References: 19, 84	2.4, 2.5.1
		(1) Act as loan holder for GFA publications and documentation.	As required to deliver aviation fuel services.	6- and 12-monthly A&B muster with Station Publications department.	Qualifications: G1	
		(2) Maintain publications and incorporate updates and amendments.	<p>Advance Information Leaflets (AILs) to be incorporated within one working day of receipt.</p> <p>Routine amendments to be incorporated within 5 working days of receipt.</p>			
4.h	Provide management, maintenance, servicing, defect rectification and control of tools and test and measurement	The Contractor shall:			References:	2.4, 2.5.1, 5.2
		(1) Control GFA tooling and TME in accordance with Authority policy and procedures.	As required to deliver the service.		58, 51, 84, 109, 110, 117	
		(2) Advise the Authority of any required changes to the range and scale of tools and TME.			Qualifications: G1	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	equipment (TME) held by the Fuel and AIS Section.	<p>(3) Hold Articles in Use (AinU) for tools and TME, acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.</p> <p>(4) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.</p>		<p>Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework.</p> <p>Financial recovery action may be taken by the Authority in the event of the loss of inventory items.</p>		
4.i	Provide a Helicopter In-Flight Refuelling (HIFR) capability.	The Contractor shall:			References:	5.7
		(1) Deliver GFA HIFR equipment to dispersals, hangars and aprons as detailed in the extant air station site map.	At 15-minutes' notice during airfield opening times.	<p>Delivery of HIFR equipment to be requested via fuel booking service.</p> <p>Interface of equipment with the aircraft for HIFR will be conducted by Authority personnel.</p>	<p>10, 17, 18, 47, 48, 66, 84, 109, 110, 116</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F31, F35, E36, E37</p>	
		(2) Ensure availability and serviceability of GFA HIFR equipment, in accordance with the manufacturer's/ sponsor's policies and procedures.	As required to deliver the service.	All mandated servicing to be delivered by the contractor.		
4.j	Provide collection and disposal of contaminated/waste oil*.	The Contractor shall ensure collection of contaminated and waste oil* from Squadrons and Air Station units and disposal in accordance with statutory regulations.	As required and at least once every 6 weeks.	An approved storage solution and disposal contractor are currently available through the Yeovilton Waste	References:	5.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		* May contain small amounts of unavoidable fuel contamination.		Management Department.	68, 69, 109, 110, 116 Qualifications: G1, F26, F27, F28, F31, F34, F35, E36, E37	
4.k	Facilitate the loan of a 9000 litre BFCV to Flag Officer Sea Training (FOST) Helicopter Landing Site (HLS).	The Contractor shall ensure 1x9,000 litre BFCV is available to support FOST Fleet Helicopter Support Unit (FHSU).	1x9,000 litre BFCV.	Exchange of BFCVs occurs ~4 times per annum. Delivery, collection and operation of the vehicle carried out by the Authority.		5.2
4.l	Provide emergency response to fuel spillage and related emergencies.	The Contractor shall:			References:	
		(1) Contain and decontaminate fuel spillages and fuel, lubricant and associated product (FLAP) related emergencies under the direction of the Authority's Incident Officer.	Response within 15 minutes during airfield opening times. Response within 1 hour at all other times.	Notification will be via the station main broadcast system. Duty personnel will be contacted out-of-hours by RNAS Yeovilton Emergency Recall Centre (ERC). The Contractor may utilise the Major Response Spillage Kit (MRSK) for emergency	10, 15, 47, 48, 51, 62, 67, 68, 91, 111, 112 Qualifications: G1, F26, F27, F28, F30, F31, E36, E37	5.3, 5.10

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				use, including booms for rivers and streams. In addition to the contractor, personnel will be provided by the Air Station in the form of the Pollution Control Team (PCT).		
		(2) Transport the station Pollution Control Team (PCT) and GFA Major Spill Response Kit (MSRK) to the scene of the spillage on notification of a major fuel spillage.	As required to deliver the service.	The Pollution Control Team (PCT) is currently accommodated at Forward Workshops, Building 654.		
		(3) Ensure that the MSRK is fully-stocked for emergency use, demanding stores through the Authority logistics system in sufficient quantity to deliver the service.	As required to deliver the service.			
		(4) Support fuel-spillage training serials.	Up to 12xSquadron/ unit exercises per annum, at the same notice. At least 1xMajor Accident Control Regulations (MACR) exercise per annum.			5.10
4.m	Provide AIS capability at the scene of an aircraft incident/ accident, on or off the airfield.	The Contractor shall provide AIS capability for Aircraft Post-Crash Management (APCM), primarily within, but not limited to, RNAS Yeovilton's APCM Areas of Responsibility in accordance with the MAA Manual of Post-Crash Management (MPCM), including but not limited to:			References: 1, 10, 12, 48, 51, 67, 72, 75, 82, 83,	5.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(1) Attending the scene of an incident or accident, reporting to the Incident Control Point (ICP).</p>	<p>Genuine incidents and accidents within the following response times:</p> <p>(a) Airfield open - on the airfield: within 15 minutes of notification and within 20 minutes for a second incident.</p> <p>(b) Airfield open - off airfield: depart the Air Station within 15 minutes of notification and within 20 minutes for a second incident.</p> <p>(c) Airfield closed: add one hour to the above response times for on- and off-airfield incidents.</p> <p>Support 1 x on-airfield exercise and 1 x off-airfield exercise per annum, at the same notice.</p>	<p>Notification of an incident or accident whilst the airfield is open is normally by announcement over the Station PA system. For unplanned airfield opening, recall is via Yeovilton ERC</p>	<p>91, 109, 110, 111</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F31, F33, D52, E36, E37</p>	
		<p>(2) Transporting the necessary GFA AIS equipment to the required location and report to the Authority's responsible person.</p>	<p>As required to deliver the service.</p>			

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(3) Providing AIS capabilities to the Authority as required.	Continuous AIS operations of 20 hours from arrival at the scene.			
4.n	Provide management, control and maintenance, servicing and defect rectification of AIS equipment and vehicles.	The Contractor shall:			References:	
		(1) Carry out daily and pre-/after-use maintenance, servicing and defect rectification of all AIS GFA.	In accordance with the relevant equipment maintenance schedule.		3, 48, 51, 67, 78, 109, 110	5.3
		(2) Arrange in-depth maintenance and servicing of AIS GFA.	In accordance with the relevant equipment maintenance schedule.	Including calibration and safe-working-load testing, as required.	Qualifications:	
		(3) Maintaining the AIS Caravan in a clean and fully-stocked state.	To be maintained at 30-minutes' notice.		G1,	
		(4) Hold Articles in Use (AinU) for AIS equipment, acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.	As required to deliver the service.	Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework.		2.5.1
		(5) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.		Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		
		(6) Control GFA motor transport (MT) pool AIS vehicles allocated for the purposes of this task.	As required to deliver the service.	Servicing, maintenance and defect rectification		5.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				will be carried out by Yeovilton MT Section.		
4.o	Provide anti-icing/de-icing capability for airfield operating areas.	The Contractor shall:			References:	
		(1) Deliver an anti-icing/de-icing service at the direction of the Authority.	Service to be available at the following notice: Snow State 3: 12 hours Snow State 2: 4 hours Snow State 1: 1 hour Service to be available at 12-hours' notice outside Air Station core working day.	Snow states normally expected to be in force from 1 Nov – 31 Mar, based on historical average. Indicative ~3,000 litres of product required to clear the maximum area in one anti-icing/de-icing operation.	1, 10, 11, 12, 48, 51, 67, 68, 78, 81, 82, 91 Qualifications: G1, D4, E36, E37	5.11, 7.6
		(2) Operate, control and manage the maintenance, servicing and defect rectification of GFA runway and hard-standing de-icing equipment.	As required to deliver the service, in accordance with manufacturer's instructions.			
		(3) Hold Articles in Use (AinU) for anti-icing equipment, acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.	As required to deliver the service.	Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		2.5.1

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(4) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.		Indicative ~12,000 litres of product held on base to deliver the service.		5.11
		(5) Notify the Authority of any service unavailability or risk to service availability.	Immediately, when any Snow State is in force; within one working day when no Snow State is in force.			7.4
4.p	Provide operation of runway arrestor gear.	The Contractor shall:	Daily during airfield opening. Required for weekend airfield opening in the event of fixed-wing operating only.		References: 113 Qualifications: G1	5.6, 7.4
		(1) Carry out daily before-use inspection and functional check, in accordance with the manufacturers' instructions.				
		(2) Report any unserviceability to the Authority.				
4.q	Provide runway friction measurement.	The Contractor shall:			References: 10, 48, 80, 81 Qualifications: G1	5.5, 7.4
		(1) Carry out runway friction testing as required by SATCO, reporting results to SATCO.	Tests carried out and reported within 24 hours of request. Up to 12 tests per annum.			
		(2) Maintain and calibrate GFA friction meter, in accordance with manufacturer's instructions.	As required to deliver the service.			
4.r	Host/participate in all external/ Station-led assurance activities on Fuel and AIS Section Government Furnished Facilities,	<p>The Contractor shall host and/or participate in Authority assurance activity, including but not limited to:</p> <p>(1) Defence Infrastructure Organisation (DIO) PG06/12.</p> <p>(2) Fuel & Gas Safety Assurance Assessment (FGSAA).</p>	(1) Annual.	PG06/12 underpins aviation bulk fuel real estate Certificate of Fitness for Continued Use (CFCU).	References: 10, 50, 54, , 76 Qualifications:	2.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	in-use BFCVs and personnel.	(3) Value for Money. (4) Shadowing of Contractor audits. (5) Defence Trainer Supervisor (DTS) training quality assurance. (6) Dangerous Goods Audit.	(2) Annual. (3) Ad-hoc. (4) Ad-hoc. (5) 6-monthly. (6) 3 yearly.	FGSA underpins BFI Certificate for Continued Operation (CCO). In date CFCU and CCO required to be regulatory compliant and operate BFIs.	G1	
4.s	Provide control and maintenance, servicing and defect rectification of a Ground Radio facility.	The Contractor shall maintain, manage and control Tait hand-held portable radios and the Ground Radio server and ensure availability for Post-Crash Management (PCM) and Air Day, as directed and prioritised by the Assistant DO(R).	13 x hand-held radios at immediate readiness for PCM. 30 x hand-held radios and 5 x base stations for Air Day. 1 x Ground Radio server (Camel Hill).	Radios signed out from the contractor via a Temporary Loan Record. Radio maintenance is carried out by Navy Command TAC Radio. Unserviceable radios are replaced via the Authority's logistics system.	References: 10, 17, 48, 51 Qualifications: G1	5.8
4.t	Provide safety reporting.	The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering RNAS Yeovilton Airfield Services, including but not limited to: (1) Air-safety occurrences via the Air Safety Information Management System (ASIMS). (2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).	As required.	DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS. Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside	References: 10, 82, 91 Qualifications: G1	1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>aircraft operating areas, are raised and contributed to via NLIMS.</p> <p>Historically 1-2 DASORs and 1-2 NLIMS per annum.</p>		
4.u	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage Airfield Service outputs at RNAS Yeovilton, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on personnel HF/EM competence, quantities of aviation fuel holdings and outputs delivered.	Monthly			5.2, 5.4.1, 7.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 5 Airfield Services at Royal Naval Air Station Culdrose						
5.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.	The Contractor shall:		Stakeholder(s): Culdrose Commander Air and Training (CDR A&T). Culdrose Commander Air Engineering and Operational Support (CDR AE&OS). Culdrose Lt Cdr Flying. Culdrose Senior Support Engineer (SSE). Culdrose (DO(R)). Location(s): RNAS Culdrose. Predannack Airfield. Aircraft detachment/ sites of unplanned landings. Dependencies: Cost of MOD-provisioned training courses and associated travel and subsistence	References: 10, 14, 15, 17, 36, 38, 39, 40, 41, 47, 48, 50, 51, 52, 54, 62, 66, 67, 68, 69 Qualifications: G1, E36, E37, F29, F34, E36, E37	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				shall be borne by the contracted solution.		
		(1) Order, account for, take receipt of, and store bulk aviation fuel from the Authority's supplier.	<p>Minimum Bulk Fuel Installation (BFI) capacity to be maintained at all times, unless otherwise authorised by the DO(R):</p> <p>(a) B Site BFI: 40%.</p> <p>(b) C Site BFI: 20%</p> <p>(Total 36%.)</p> <p>Type of fuel to be held in each BFI shall be as directed by the (DO(R).</p>	<p>RNAS Culdrose Bulk Fuel Installation (BFI) comprises sites holding:</p> <p>(a) AVTUR (F34) 636,432 litres (B site) - held within 2 identical sized underground single-skinned steel tanks.</p> <p>(b) AVCAT (F44) 163,656 litres (C Site) - held within 3 identical sized underground single-skinned steel tanks.</p> <p>Historical road tanker delivery statistics per annum:</p> <p>(a) AVTUR (F-34)/AVCAT (F-35) combined total - 6.85 million litres/200 deliveries.</p> <p>(b) Up to 7 deliveries per week during surge periods.</p> <p>(c) AVGAS - 9,000 litres/6 deliveries.</p>		5.2, 5.4.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>One 9000 litre Bulk Fuel Carrying Vehicle (BFCV) currently utilised for stowage and supply of AVGAS (may be replaced by ≤ 1500 litres fuel trailer in due course).</p> <p>Ordering and receipt of fuel shall be recorded on the appropriate Ministry of Defence (MOD) bulk fuels request voucher.</p>		
		(2) Manage storage of AVCAT and AVTUR and AVGAS in GFA BFIs and Bulk Fuel Carrying Vehicles (BFCVs).	As required to deliver the service.			
		(3) Maintain all holdings of aviation fuel at the standard required for operation of military and civilian aircraft, conducting all inspections, quality control checks and tests on all BFIs and BFCVs in accordance with extant policies and procedures.	As required to deliver the service.	<p>Indicative tasks:</p> <p>(a) BFCV: as required, daily / 24 hourly, 7 days / weekly, quarterly / 3 monthly.</p> <p>(b) BFIs: on receipt or dispatch of fuel from BFI.</p>		
		(4) Account for all aviation fuel, maintaining records of fuel usage, including records of fuel issued to visiting aircraft.	Weekly and monthly reports to RNAS Culdrose Logistic Department.	Accurate records to be maintained in accordance with the Defence Logistics Framework (DLF) and the instructions for completion of MOD		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>Form (MF) 7467 (external issue voucher) before submission by the Contractor to the Logistics Department.</p> <p>Visiting Aircraft:</p> <p>(a) Surge up to 50 per month.</p> <p>(b) Historically 300 visiting aircraft refuel transactions per annum.</p>		
		<p>(5) Ensure management and maintenance, servicing and defect rectification of GFA BFIs is carried out effectively and without impact on fuel delivery services, liaising with the Authority and the Authority's Maintenance Management Organization (MMO) as required, including but not limited to:</p> <p>(a) Providing a building management function for BFIs.</p> <p>(b) Reporting emergency or urgent defects to the Authority's MMO and the Air Station Standing Officer of the Day (SOOD).</p> <p>(c) Ensuring all BFI regulatory servicing, maintenance and defect rectification activities are conducted on time by the Authority's MMO.</p> <p>(d) Liaising routinely with the MMO to ensure timely BFI maintenance, servicing and defect rectification.</p> <p>(e) Alerting the delegated Operating Authority (DO) with minimum 1-month's notice in the event that servicing,</p>	As required to deliver the service.	<p>This shall include routine engagement by Refuel Section management with the MMO, including but not limited to:</p> <p>(a) Conducting preparatory dialogue/liaison.</p> <p>(b) Hosting MMO contractors undertaking maintenance and rectification activities.</p> <p>(c) Handing over the site completely or having restricted access.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>maintenance and defect rectification deadlines may not be met.</p> <p>(f) Raising, administering and managing Environmental Risk Assessments (ERA), risk assessments (RA), Control of Substances Hazardous to Health (COSHH) RAs, Dangerous Substances and Explosive Atmospheres Regulations (DSEAR) RAs and maintain records of MOD DSEAR Awareness training.</p>		<p>(d) Completing associated paperwork e.g. method statements.</p> <p>Historically 40xBFI full/part handovers to MMO contractors/sub-contractors per annum.</p> <p>ERAs and DSEAR RAs - annual.</p> <p>ERAs are over-signed by the delegated OA and held for the BFCV Park and all BFIs in accordance with JSP 418.</p> <p>RAs and COSHH RAs - dependent on level of risk (6-monthly/ annually/biennially).</p> <p>MF 5014 DSEAR RAs (signed by the F&L Manager) required for the BFCV Park and BFIs.</p> <p>MF5014 Hazard Area Classification (HAC) diagrams to be displayed on all relevant sites.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>The following are to be held:</p> <p>(a) BFI Certificate for Continued Operation (CCO)</p> <p>(b) Certificate of Fitness for Continued Use (CFCU)</p>		
5.b	Provide aviation fuels services at RNAS Culdrose.	The Contractor shall:	<p>The service is to be continuously available from one hour before published airfield opening times until no sooner than one hour after airfield closing.</p> <p>Indicative hours Monday-Thursday 0700-1900, Fri 0700-1700 and night flying, estimated 5 hours per night, 4 nights per week (timing seasonal).</p> <p>Additional coverage to be provided for airfield opening times outside those hours and for outside published opening times, as required by the Authority.</p>	Historically, 16x8-hour periods during planned weekend/exercise flying per annum, pre-booked in accordance with Culdrose Defence Aerodrome Manual (DAM).	<p>References:</p> <p>17, 18, 38, 39, 47, 52, 53, 55, 62, 66, 67, 69, 73, 75, 78, 84, 85, 91</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F34, F35, E36, E37</p>	5.2, 7.4, 7.6
		(1) Deliver aviation fuel to all Air Station and visiting aircraft at dispersals, hangars and aprons as detailed in the	(a) Concurrent refuels/defuels:	Historically 6.9 million litres (all aviation fuel		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		extant Air Station site map by pressure refuelling (cold, hot/rotors-running) and gravity refuelling.	<p>i. 3: routinely.</p> <p>ii. 4: approximately once per week.</p> <p>iii. 5: approximately once per 2 months.</p> <p>(b) Cumulative refuels/defuels per day:</p> <p>iv. Up to 40: 40 days per annum.</p> <p>v. >40 refuels per day: 3 days per annum.</p> <p>(c) Response times:</p> <p>vi. High priority* refuel requests shall be delivered within 15 minutes of notification.</p> <p>vii. Routine refuel requests shall be delivered within 40 minutes of notification.</p> <p>*Estimated approximately 50% of refuel/defuels designated high-priority, at the Authority's discretion.</p>	<p>types) delivered per annum.</p> <p>The Refuel Section has access to minimum of 8, maximum of 12, MOD-maintained/supplied BFCVs.</p> <p>BFCV types – Large Capacity Aircraft Refueler (LCAR) and Small Capacity Aircraft Refueler (SCAR).</p> <p>High priority requests include but are not limited to rotors-running crew changes, diversion of aircraft on emergency tasking or other requests needed to enable aircraft to meet urgent timescales.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(2) Defuel all station and visiting aircraft at dispersals, hangars and aprons as detailed in the extant Air Station site map by pressure and gravity defueling.	Indicative, but not limited to, 4 aircraft defueling operations per day.	Derogation may be granted for Air Station leave periods, at the discretion of the DO(R).		
		(3) Manage booking and delivery of aviation fuel services.	The service is to be continuously available from one hour before published airfield opening times until no sooner than one hour after airfield closing.			
		(4) Deliver an out-of-hours call-out service for aviation fuel services at RNAS Culdrose.	The service is to be available at all times, at one hour's notice. Where fuel delivery is required, it is to be available at point of delivery within one hour of callout, plus the time to conduct all daily BFCV inspections, quality control checks and tests detailed at paragraph 5.a(3).	Short-notice out of hours call outs are the coverage of high priority requirements and unplanned occurrences e.g. BFI sump alarm activation. Call out as directed by the Culdrose Duty Technical Officer (DTO). Historically, 20x3-hour short-notice callouts per annum.		
		(5) Seek prioritisation and direction from the DO(R) in the event of conflicting tasking.	As required to deliver the service.			
5.c	Provide collection and storage of out-of-specification aviation fuel and	The Contractor shall collect out-of-specification aviation fuel (including but not limited to contaminated, waste or suspect-quality fuel) from locations at the Authority's direction (with	As required.	Historically: (a) 35,000 litres per annum.	References:	5.1.2, 5.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	arrange for its disposal.	reasonable access), including unplanned aircraft landings, provide safe storage if required and arrange for its disposal.		<p>(b) 65% used for firefighting training (paragraph 5.d refers).</p> <p>Specified locations include but are not limited to Squadrons, MT Workshops and the Merlin Depth Maintenance Facility (MDMF).</p> <p>An approved storage solution is available within the BFCV Park.</p> <p>Disposal contractor available through the Culdrose Waste Management Department.</p>	<p>38, 39, 47, 53, 55, 56, 62, 66, 68</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F34, F35, E36, E37</p>	
5.d	Provide supply of fuel for fire-fighting training courses.	The Contractor shall supply waste aviation fuel to the fire pits at Predannack, as required by the DO(R), to meet the requirements of Royal Navy School of Flight Deck Operations (RNSFDO)-delivered pre-planned fire-fighting training courses.	<p>Routine: up to 70 deliveries of 450 litres per annum.</p> <p>Surge: 8 deliveries of 450 litres over a 4-day period (usually 2 per day).</p> <p>If waste fuel unavailable, in-specification fuel shall be delivered with prior permission of the Authority.</p>	<p>Historically:</p> <p>(a) Routine: ~70xSCAR deliveries of 450 litres per annum (or ~50 deliveries if gas rigs remain serviceable).</p> <p>(b) Surge: 8xSCAR deliveries of 450 litres over 4 days (~2 per day).</p>	<p>References:</p> <p>38, 39, 40, 47, 53, 55, 56, 62, 66, 68</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F35, E36, E37</p>	5.1.2, 5.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
5.e	Provide fuel training and briefings and subject-matter expert (SME) input to training.	The Contractor shall deliver:			References:	5.10
		(1) Targeted Employment Module (TEM) 090SRV (BFCV Operator).	Indicative 6 courses per annum, with up to 6 students per course.		15, 17, 18, 38, 39, 40, 47, 62, 69, 76, 84	
		(2) TEM 526 SRV (Helicopter In-Flight Refuelling (HIFR) Operations).	Indicative 6-8 courses per annum, with up to 12 students per course.		Qualifications:	
		(3) Fuel Section awareness briefs for Air Engineer Officer Certificate of Competence (CofC) and Chief Petty Officer (CPO) Aircraft Certificate of Competence (ACC).	Indicative 2 briefs per month.		G1, T41, T42	
		(4) Fuel spillage briefs.	Indicative 50 briefs per annum.	Delivered to MOD civil servants, Service personnel and to Contractors.		
5.f	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.	The Contractor shall:	GFA including, but not limited to, ~8 refuelling vehicles.		References:	5.2
		(1) Ensure maintenance, servicing and defect rectification of all aviation fuel equipment provided on ordinary loan by the Authority.	In accordance with manufacturers and Authority's policy and procedures. Monthly fresh-water washes and 3-monthly foam wash, or as required (including, but not limited to, prior to	GFA cleaning equipment/facilities available if required. BFCV cleaning to be recorded and record maintained for 12 months.	1, 3, 4, 5, 10, 17, 47, 48, 51, 53, 55, 62, 66, 84 Qualifications: G1, A20, A21, F30, F34	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			major servicing/tank inspection/external inspection).			
		(2) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.				5.2
		(3) Hold Articles in Use (AinU) for aviation fuel equipment, acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.		Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.		2.5.1
		(4) Operate, control and manage refuelling vehicles under an Operator's Licence (O Licence).				5.1.2
		(5) Ensure daily and weekly inspections of Bulk Fuel Carrying Vehicles (BFCVs) are carried out.	Daily checks (every working day) and weekly checks.			5.2
5.g	Provide aviation fuel services for detached flying operations.	The Contractor shall deliver aviation fuel and defueling to RNAS Culdrose-based aircraft conducting detached operating within the UK by pressure refuelling/defueling (cold, hot/rotors-running) and gravity refuelling/defueling.	Up to 14 days' detached operating, per annum, given notice of: (a) 12 hours for up to 1-day detachment. (b) 72 hours for more than 1 day.	Including refuelling and defueling of detached aircraft within the UK for periods between 1 day and 2 weeks, to include out-of-hours working and weekends as approved by the DO(R) i.e. 14x1	References: 17, 18, 38, 39, 47, 52, 53, 55, 62, 66, 67, 69, 73, 75, 78, 84, 85, 91	5.1.2, 5.2, 7.6,

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			<p>For a single detachment there will be no reduction in concurrent refuel requirements.</p> <p>For concurrent detachments there will be a commensurate reduction in concurrent refuel requirements.</p>	day or 1×14-day period lengths.	<p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, F32, F33, F35, E36, E37</p>	
5.h	Provide custody and management of Technical Publications and documentation.	The Contractor shall:		7 publications are currently held on Articles in Use (AinU) for RNAS Culdrose Refuel Section.	<p>References:</p> <p>19, 84</p> <p>Qualifications:</p>	2.6, 2.5.1
		(1) Act as loan holder for GFA publications and documentation.	As required to deliver aviation fuel services.		G1	
		(2) Maintain publications and incorporate updates and amendments.	<p>Advance Information Leaflets (AILs) to be incorporated within one working day of receipt.</p> <p>Routine amendments to be incorporated within 5 working days of receipt.</p>	6- and 12-monthly A&B muster with Station Publications department.		
5.i	Provide management, maintenance, servicing, defect rectification and	The Contractor shall:	As required to deliver the service.	Discrepancy in AinU quantity or condition process as defined by	<p>References:</p> <p>58, 51, 84, 109, 110, 117</p>	2.6, 2.5.1, 5.2
		(1) Control GFA tooling and TME in accordance with Authority policy and procedures.				

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	control of tools and Test and Measurement Equipment (TME) held by the Fuel Section.	(2) Advise the Authority of any required changes to the range and scale of tools and TME.		Defence Logistics Framework. Financial recovery action may be taken by the Authority in the event of the loss of inventory items.	Qualifications: G1	
		(3) Hold Articles in Use (AinU) for tools and TME, acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.				
		(4) Demand stores through the Authority logistics system in sufficient quantity to deliver the service.				
5.j	Provide a Helicopter In-Flight Refuelling (HIFR) capability.	The Contractor shall:			References:	5.7
		(1) Deliver GFA HIFR equipment to dispersals, hangars and aprons as detailed in the extant air station site map.	At 15-minutes' notice during airfield opening times.	Delivery of HIFR equipment to be requested via fuel booking service. Interface of equipment with the aircraft for HIFR will be conducted by Authority personnel. Capability not required during weekends.	10, 17, 18, 38, 39, 47, 48, 66, 84 Qualifications: G1, F26, F27, F28, F31, F35, E36, E37	
		(2) Ensure availability and serviceability of GFA HIFR equipment, in accordance with the manufacturer's/sponsor's policies and procedures.	As required to deliver the service.	All mandated servicing to be carried out by the contractor. HIFR equipment currently located at the Refuel Section, 600lb weight at G Site (adjacent to the Merlin Wheels-Up Facility).		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Weekly HIFR hose flushing checks.		
5.k	Provide collection and disposal of contaminated/waste oil*.	<p>The Contractor shall ensure collection of contaminated and waste oil* from Squadrons and Air Station units and disposal in accordance with statutory regulations.</p> <p>* May contain small amounts of unavoidable fuel contamination.</p>	As required and at least once every 6 weeks.	An approved storage solution and disposal contractor are currently available through the Culdrose Waste Management Department.	<p>References:</p> <p>38, 39, 47, 53, 55, 56, 62, 66, 68, 69</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F31, F34, F35, E36, E37</p>	5.2
5.l	Provide emergency response to fuel spillage or fuel-related emergencies	The Contractor shall:		Notification will be via the Station main broadcast system.	References:	
		(1) Contain and decontaminate fuel spillages and Fuels, Lubricants and Associated Product (FLAP) related emergencies under the direction of the Authority's Incident Officer.	<p>Response within 15 minutes during airfield opening times.</p> <p>Response within 1 hour at all other times.</p>	This task shall be carried out in accordance with the Unit Spill Response Plan (USRP), under the direction of the Incident Officer.	<p>10, 15, 38, 39, 40, 41, 47, 48, 51, 62, 67, 68, 91</p> <p>Qualifications:</p> <p>G1, F26, F27, F28, F30, F31, E36, E37</p>	5.3
		(2) Transport the station Pollution Control Team (PCT) and GFA Major Spill Response Kit (MSRK) to the scene of the spillage on notification of a major fuel spillage.	As required to deliver the service.	In normal working hours, personnel will be provided by the Air Station in the form of the Pollution Control Team (PCT), as detailed in the USRP.		
		(3) Ensure that the MSRK is fully-stocked for emergency use, demanding stores through the Authority logistics system in sufficient quantity to deliver the service.	As required to deliver the service.	The Contractor may utilise the Major		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Response Spillage Kit (MRSK) for emergency use, including booms for rivers and streams.		
		(4) Support fuel-spillage training serials.	Indicative 12xSquadron/ unit exercises per annum, at the same notice. At least 1xMajor Accident Control Regulations (MACR) exercise per annum.			5.10
5.m	Host/participate in all external/ Station-led assurance activities on Fuel Section Government Furnished Facilities, in-use BFCVs and personnel.	The Contractor shall host and/or participate in Authority assurance activity, including but not limited to: (1) Defence Infrastructure Organisation (DIO) PG06/12. (2) Fuel & Gas safety Assurance Assessment (FGSAA). (3) Value for Money. (4) Shadowing of Contractor audits. (5) Defence Trainer Supervisor (DTS) training quality assurance. (6) Dangerous Goods Audit.	(1) Annual. (2) Annual. (3) Ad-hoc. (4) Ad-hoc. (5) 6-monthly. (6) 3 yearly.	PG06/12 underpins aviation bulk fuel real estate Certificate of Fitness for Continued Use (CFCU). FGSAA underpins BFI Certificate for Continued Operation (CCO). In date CFCU and CCO required to be regulatory compliant and operate BFIs.	References: 10, 50, 54, , 76 Qualifications: G1	2.6
5.n	Provide control and maintenance, servicing and defect rectification of a	The Contractor shall maintain, manage and control GFA hand-held portable radios and associated base stations.	Tait TP8100 hand-held portable radios x 29. Tait TM8255 base station x 2.	Indicative GFA Articles in Use (AinU) holdings:	References: 10, 17, 48, 51 Qualifications:	5.8

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	Ground Radio facility.			<p>(a) 29xTait TP8100 hand-held portable radios.</p> <p>(b) 2xTait TM8255 base station.</p> <p>Radios and base stations currently held in the Refuel Section.</p> <p>Radios signed out from the Contractor via a Temporary Loan Record.</p> <p>Unserviceable radios are replaced via the Authority's logistics system.</p>	G1	
5.o	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering RNAS Yeovilton Airfield Services, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and</p>	<p>References:</p> <p>10, 82, 91</p> <p>Qualifications:</p> <p>G1</p>	1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>contributed to via NLIMS.</p> <p>Historically 1-2 DASORs and 1-2 NLIMS per annum.</p>		
5.p	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage Airfield Service outputs at RNAS Culdrose, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on personnel HF/EM competence, quantities of aviation fuel holdings and outputs delivered.	Monthly			5.2, 5.4.2, 7.2

SOR Ref	Requirement	Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 6 Flying Training at Royal Naval Air Station Yeovilton					
Not Used at Contract Commencement					

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 7 Aviation Support Services to 736 Naval Air Squadron at Royal Naval Air Station Culdrose						
7.a	Provide Squadron operations planning and management functions to 736 Naval Air Squadron (NAS) in support of Hawk [T1 Mk1/Mk1A] aircraft operating.	The Contractor shall provide Squadron operations planning functions, including but not limited to:	<p>Indicative core working day 0700-1730 Monday-Friday.</p> <p>37 hours per week, 46 weeks per annum, based on historical average.</p> <p>With 48-hours' notice, functions to be available 0600-2359, Monday-Sunday (accounting for ~15% of working time, on an annual basis).</p> <p>To be flexible regarding holiday dates to support Station force regeneration periods (FRPs) over core leave.</p> <p>Operations and planning function maybe required to detach with the Squadron for up to 12 weeks per annum.</p>	<p>Stakeholder(s):</p> <p>Culdrose Delivery Duty Holder (DDH).</p> <p>Culdrose Commander Fixed Wing (Cdr FW).</p> <p>736 NAS Commanding Officer.</p> <p>Location(s):</p> <p>736 NAS, RNAS Culdrose.</p> <p>Off-base locations in UK and abroad.</p> <p>Dependencies:</p> <p>The Hawk aircraft:</p> <p>(a) Provides multi-role tasking to a variety of Defence customers, including Air-to-Air and Air-to-Ground threat simulation, Close Air Support and Affiliation training which fulfils Joint Services Air Tasking Organisation (JSATO) tasking</p>	<p>References:</p> <p>10, 20, 26, 27, 33, 36, 37, 40, 67, 73, 74, 84, 98, 99, 101, 102, 114, 115</p> <p>Qualifications:</p> <p>G1, S2</p>	5.9, 7.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>requirements detailed in Fleet Operating Orders (BRd 9424 Articles 0409-0410).</p> <p>(b) Supports Flag Officer Sea Training (FOST) evolutions in order to generate operational RN/RFA platforms in accordance with the Navy Command Plan and training for foreign navies. This is a primary task.</p> <p>(c) Supports the RN fast jet strategy which contributes towards bridging the maritime capability gap between the loss of INVINCIBLE Class aircraft carriers/Joint Force Harrier and Lightening II/QUEEN ELIZABETH Class becoming fully operational.</p>		
		(1) Managing the daily flying programme.		Adjust the daily flying programme (FLYPRO) against serviceable airframes accordingly. Programme the daily flying programme against aircraft		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>availability, tasking and aircrew ground and flying training currency requirements.</p> <p>Historically ~1 hr per day = ~5 hours per week.</p>		
		(2) Collating diary inputs from all stakeholders.		<p>E.g. from the Tasking Authority, customers, Air Ops, external agencies and supported units into a useful and coherent package for the planners and aircrew.</p> <p>Historically ~1 hr per day = ~5 hours per week.</p>		
		(3) Liaison with external agencies.		<p>For example, Tasking Authority and customers as required to meet daily/ medium/ long-term flying requirements e.g. supported units - FOST, Royal Navy School of Fighter Control (RNSFC), Joint Tactical Exercise Planning Staff (JTEPS), 3 Commando Brigade, Trails units and other units as directed by Tasking authority. The liaison requires both internal and external meetings, travel,</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>telephone and electronic communication.</p> <p>Historically ~1 hr per day = ~5 hours per week.</p>		
		(4) Liaison with 736 NAS CO and Senior Pilot (SPLOT) to ensure training objectives are met.		<p>The training requirements are laid down in the 736 NAS training directive and Naval Aviation Orders (NAOs). All aircrew must comply with these orders and this requires significant work to track, plan and record training serials and requirements.</p> <p>Historically ~1 hr per day = ~5 hours per week.</p>		
		<p>(5) Producing:</p> <p>(a) A daily/weekly flying programme (FLYPRO), allocating pilots to missions to achieve 736 NAS tasks.</p> <p>(b) Develop the medium- and long-term flying programme with Senior Pilot (SPLOT)/Training Officer.</p>		<p>Daily changes to aircrew availability, weather, customer requirements and airframe availability require daily changes and re programming of the FLYPRO. The weekly FLYPRO is constructed the week prior and used as a baseline for the week's operations. This role takes from Wed to Fri to produce due to the complexities of the</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				missions and the ever-changing requirements of the customers and weather and aircraft/pilot availability. Historically ~10 hours per week.		
		(6) Arranging and programming future Squadron exercises, detachments and training opportunities in conjunction with the Training Officer.		Historically 1 x 2 hr meeting per week with training officer ~2 hrs per week.		
		(7) Producing a monthly Operations and Training Programme/Forecast.		Outlining Squadron tasking, exercises, detachments and training to populate Midcast and Longcast Historically ~2 hrs per week.		
		(8) Attending Station weekly planning meeting and FLYPRO meeting and various other Squadron/Station meetings.		e.g. HODs, Plot Lock, any enhanced operating period meetings, exercise planning meetings and any meetings called by the Air or Ops department. Historically ~3 hrs per week.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
7.b	Provide Squadron administration functions.	The Contractor shall provide administration functions, including but not limited to:	Indicative core working day 0700-1730 Monday-Friday.	~74 hours per week/~3420 hours per annum, based on historical average.	References: 10, 20, 26, 27, 33, 36, 37, 40, 67, 73, 74, 84, 98, 99, 101, 102, 114, 115 Qualifications: G1, S2	5.9
		(1) Support to the Squadron Duty Pilot with pre- and post-flight administration, including but not limited to: (a) Reacting to changing mission/customer requirements to inform the Squadron daily tasking. (b) Booking aviation requirements e.g. aviation fuel. (c) Highlighting safety critical information to crews on maps and notice boards including Notices to Airmen (NOTAMs), Royal Flights, danger areas, Pipeline Inspection Notification System (PINS) information and Temporary Danger Areas. (d) Assistance to support Squadron Duty Pilot at the Duty Desk during flying operations.	With 48-hours' notice, functions to be available 0600-2359, Monday-Sunday (accounting for ~15% of working time, on an annual basis). To be flexible regarding holiday dates to support Station force regeneration periods (FRPs) over core leave. Operations and administration function maybe required to detach with the Squadron for up to 12 weeks per annum.	Assistance to the Duty Pilot during flying operations includes, for example, providing redundancy when concurrently managing the daily flying programme and providing safety supervision programme.		
		(2) Collation of flying related information including, but not limited to, displaying aviation/flight-safety-critical information accurately on briefing boards, electronic forums and in-briefs.		~1 hr per day (~5 hrs per week), based on historic average.		
		(3) Relay of pre- and post-flight critical data during out-briefs and in-briefs, including but not limited to flying route bookings, danger areas and low-level flying.		~2 hrs per day (~10 hrs per week), based on historic average.		
		(4) Maintenance of flying statistics records.		Recording statistics directly linked to sorties. Tracking required for currency tracking, tasking authority,		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>engineering records and contract management and performance.</p> <p>~2 hrs per day (~10 hrs per week), based on historic average.</p>		
		(5) Population of the daily 0750 brief including, but not limited to, retrieving, collating and presenting weather, airfield operations, NOTAMs, danger area timings, Royal Flights, PINS and other relevant aviation information critical to flight safety.		<p>This is followed by airframe serviceability states, daily programme and diary.</p> <p>~1 hr per day (~5 hrs per week), based on historic average.</p>		
		(6) Flight planning function, including but not limited to keeping display safety information up to date and accurate.		<p>~1 hr per day (~5 hrs per week), based on historic average.</p>		
		<p>(7) Oversight of the Squadron Support Operations and Administration of Service personnel. Tasks include, but are not limited to, managing and updating (where necessary):</p> <p>(a) Hawk Mission Planning Aid (HAMPA).</p> <p>(b) Controlled Aerial Delivery System (CADS).</p> <p>(c) Squadron Training Achievement Recording System (STARS).</p>		<p>HAMPA is flight planning software for pilots' route planning and needs to be updated regularly and needs to be monitored to ensure accurate info is displayed. The systems are mature but still require routine checking/oversight by an experienced and qualified person to ensure smooth running.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				~1 hr per week, based on historic average.		
		(8) Response to specific external and Squadron executive enquiries.		<p>Including, but not limited to, collation of Squadron statistics and recording flying currency events to track, maintain and provide specific statistics at short notice, to support Fixed-Wing Force (FWF) and NCHQ in ensuring RN output is maintained within the Air-led Hawk programme.</p> <p>~2 hours per week, 46 weeks per annum, based on historical average.</p>		
		<p>(9) Maintenance of appropriate records of Squadron documentation associated with tasking, commitments, planning and forecasting, including but not limited to:</p> <p>(a) Flight planning documentation.</p> <p>(b) The Aircraft Document Set (ADS) including aircrew manuals, Flight Reference Cards.</p> <p>(c) Planning and operating manuals including FOST threat profiles.</p>		~1 hr per week, based on historic average.		
7.c	Provide Squadron Staff Office general	The Contractor shall:	Indicative core working day 0800-1700 Monday-	~37 hours per week, 46 weeks per annum,	References:	2.5.1, 5.9

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	administration functions for 736 NAS and FWF HQ.		Thursday and 0800-1400 Friday.	based on historical average.	10, 20, 26, 27, 33, 36, 37, 40, 48, 51, 67, 73, 74, 84, 98, 99, 101, 102, 108, 114, 115 Qualifications: G1, S2, A53, A54, A55	
		(1) Provide a Squadron administration function. Tasks include but are not limited to: (a) Drafting/updating fixed-wing relevant Culdrose Temporary Memoranda (CTMs) and Commanding Officer's TMs (COTMs). (b) Drafting 736 NAS Weekly Orders and FWF input into the Culdrose Station programme. (c) Managing Move & Track forms, 736 NAS Signed Originals Log, and NATO travel orders. (d) Maintaining the Squadron Photocopier/Fax Log. (e) Safe combination changes. (f) Monthly books routine. (g) Ordering of bag meals. (h) Weekly fire alarm testing. (i) Managing joining/leaving routines, recall list and keys list. (j) Acting as Freedom of Information focal point for the FWF.	To be flexible regarding holiday dates to support Station force regeneration periods (FRPs) over core leave.	~8 hours per week, 46 weeks per annum, based on historical average.		
		(2) Manage the booking of MT vehicles and use of 736 NAS pool car.		The vehicle is shared across the FWF at busy times and numerous hire car bookings are carried out at short notice for unplanned diversions of		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>aircraft or other operational reasons and all detachments require the use of additional hire and pool cars.</p> <p>~7 hours per week, 46 weeks per annum, based on historical average.</p>		
		(3) Hold Articles in Use (AinU), acting as a loan holder in accordance with MJDI and the DLF and conducting defective stock investigations as required.		<p>Maintain a record of, and control, Squadron valuable items.</p> <p>~2 hrs per week, based on historic average.</p> <p>Discrepancy in AinU quantity or condition process as defined by Defence Logistics Framework.</p> <p>Financial recovery action may be taken by the Authority in the event of the loss of inventory items.</p>		
		<p>(4) Provide Joint Personnel Admin (JPA) administration function, including but not limited to:</p> <p>(a) JPA competence management.</p> <p>(b) Raising and administering JPA joint appraisal reports</p>		<p>~4 hrs per week, based on historic average.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(c) Oracle Business Intelligence Enterprise Edition (OBIEE) Dashboard checks.				
		(5) Provide travel and subsistence (T&S) management, including but not limited to: (a) Budget management. (b) Travel bookings including hotels, overseas hire car, rail and air.		~14 hrs per week, based on historic average.		
		(6) Provide Command Advisor function, including but not limited to: (a) Administration of the Officers' and Welfare funds. (b) Squadron auditing function for all selected JPA T&S claims. (c) Lead FWF data protection and electronic procurement card (ePC) checking function.		~3 hrs per week, based on historic average. ePC is used by the Commanding officer and Senior Pilot and requires monthly/event-based auditing and checking.		
7.d	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering aviation support to 736 NAS, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas,</p>	<p>References: 10, 82, 91</p> <p>Qualifications: G1</p>	1.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				are raised and contributed to via NLIMS.		
7.e	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage 736 NAS outputs, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on personnel HF/EM competence.	Monthly			7.2

SOR Ref	Requirement	Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 8.a Flying Training at Royal Naval Air Station Culdrose					
8.a	Provide Merlin HM Mk2 qualified instructor services to deliver ground-based pilot, observer and aircrewman training to Merlin Helicopter Force (MHF).	<p>The Contractor shall deliver, as directed by the Officer in Charge (OiC) Merlin Training Facility (MTF):</p> <p>Output required 0700-1800 Monday-Thursday and 0700-1500 Friday.</p> <p>With 48 hours' notice, change to shift patterns, including availability until 2359 or a start at 0600, Monday-Friday inclusive.</p> <p>Qualified Helicopter Instructor (QHI) output routinely to the volume of, on average, 74 hours per week.</p> <p>Qualified Observer Instructor (QOI) output routinely to the volume of, on average, 74 hours per week.</p> <p>Qualified Aircrewman Instructor (QAI) output routinely to the volume of, on average, 74 hours per week.</p> <p>Extension to >8-hour working day may be required; indicative 12 x out-of-hours periods per term and 1 weekend (2x8 hours) per annum.</p>	<p>~225 working hours per week/10,260 working hours per annum to deliver SOR Ref 8.a.</p> <p>Stakeholder(s):</p> <p>NCHQ Commander Flying Training.</p> <p>Culdrose Merlin Force Commander (Cdr M).</p> <p>Culdrose Commander Air & Training (Cdr A&T).</p> <p>824 NAS Commanding Officer.</p> <p>OiC MTF.</p> <p>Location(s):</p> <p>MTF, RNAS Culdrose.</p> <p>Dependencies:</p> <p>Training delivered using the Cockpit Dynamic Simulator (CDS), Cockpit Procedural Trainer (CPT), Rear Crew Trainers (RCT), Computer Aided Instruction (CAI),</p>	<p>References:</p> <p>10, 20, 26, 58, 76, 103, 104</p> <p>Qualifications:</p> <p>G1, S2, T41, T42, Q43, Q44, Q45</p>	6.2, 7.6

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			To be flexible regarding holiday dates to support Station force regeneration periods (FRPs) over core leave.	<p>Computer Based Training (CBT), Human Machine Interface Trainer (HMI) and classrooms-based instruction.</p> <p>Course loading is in accordance with MTF Statement of Training Requirement (SOTR) and Statement of Training Task (SOTT).</p> <p>Course delivery and management utilises the CURRICULAN planning tool and both Agenda and MERCURI applications.</p> <p>Average simulator sortie length is 3 hours.</p> <p>Instructors subject to 6-monthly Defence Trainer Supervisor (DTS) training quality assurance.</p>		
		<p>(1) Training delivery and support for the following training/courses:</p> <p>(a) Ab-initio pilot conversion to type (CTT) and conversion to role (CTR).</p> <p>(b) Ab-initio observers CTT and CTR.</p>		<p>Student sortie reports to be completed within 48 hours or as directed by the OiC MTF.</p> <p>Formal reports to be generated to support each evolution at the</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(c) Ab-initio aircrewman CTT and CTR. (d) Instructor Standardisation. (e) Rotary Wing Test Squadron (RWTS) Mk Familiarisation. (f) Mk1 to Mk2 Conversion. (g) Merlin Refresher. (h) Maritime Counter Terrorism (MCT). (i) Night Vision Device (NVD). (j) Defensive Aids Suite (DAS). (k) Left Hand Seat. (l) Merlin Simulator Operator and Merlin Simulator Operator (Advanced). (m) Tailored training to support high-readiness tasking. (n) Minimum Annual Simulator Time Training (MAST).		timescale as directed by MTF OIC. ~2100 simulator instructed hours. ~1800 hours are dedicated to preparation, brief, debrief and report writing. ~600 hours are dedicated to classroom instruction. ~2100 hours are utilised in driving the integrated and linked training simulator sortie missions and, when required, ab-initio aircrewmen simulated sorties. 2 courses of 5 x pilots, 5 x observers and 5 x aircrewman students.		
		(2) Supporting and administrative activities, including but not limited to: (a) Staff continuation training to Service personnel. (b) Evaluating, testing new and/or modified equipment, device software updates, weapon system effectiveness and tactical trials. (c) Training Scenario development.		(a) 300 hours. (b) 1200 hours. (c) 1560 hours. Preparing new scenarios and reviewing and assessing simulator		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(d) Hosting visits.</p> <p>(e) Attending and supporting the following meetings:</p> <ul style="list-style-type: none"> i. Flight Safety Committee. ii. Training meetings. iii. Standardisation meetings. <p>(f) Acting as MTF Duty Officer, fulfilling duties including but not limited to:</p> <ul style="list-style-type: none"> i. Muster safe and simulator hard drives. ii. Act as point of contact for daily programme changes. iii. End of day security checks. 		<p>lesson plans and sortie missions.</p> <p>(d) 180 hours.</p> <p>(e) 180 hours.</p> <p>(f) 240 hours.</p>		

SOR Ref	Requirement	Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 8.b-d Applied Warfare Course (Merlin) (AWaC(M)) at Royal Naval Air Station Culdrose					
8.b	Provide Merlin HM Mk2 qualified instructor services to deliver Applied Warfare Course (Merlin) (AWaC(M)) ground-based observer and aircrewmen training to MHF.	The Contractor shall deliver, as directed by the Officer in Charge (OiC) Merlin Training Facility (MTF):	Output required 0700-1800 Monday-Thursday and 0700-1500 Friday. Qualified Observer Instructor (QOI) output routinely to the volume of, on average, 74 hours per week. Qualified Aircrewman Instructor (QAI) output routinely to the volume of, on average, 74 hours per week With 48 hours' notice, change to shift patterns, including availability until 2359 or a start at 0600, Mon-Fri inclusive.	~149 working hours per week/6,840 per annum to deliver SOR Ref 8.b-d. Including the following commitments in support of training/courses.	References: 10, 20, 26, 58, 76, 103, 104 Qualifications: G1, S2, T41, T42, Q44, Q45
		(1) Training delivery and support for the following observer and aircrewman training/courses: (a) AWaC(M). (b) Merlin Instructor Standardisation. (c) Applied Warfare Refresher. (d) Tailored training to support high-readiness tasking. (e) MAST.	Student sortie reports to be completed within 48 hours or as directed by the OiC MTF. Formal reports to be generated to support each evolution at the timescale as directed by MTF OIC.	Simulated hours are divided equally between observer and aircrewmen training. AWaC(M) is a new course, for which required contractor output at the following volume is expected to be as follows but may be subject to change:	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>~1000 simulator instructed hours.</p> <p>~1300 hours are dedicated to preparation, brief, debrief, assessment and report writing.</p> <p>~700 hours are dedicated to classroom instruction.</p> <p>~1000 hours are utilised in driving the integrated and linked training simulator sortie missions (delivered in the control room).</p> <p>3 courses of 5x observers and 5x aircrewman students.</p>		
		<p>(2) Deliver the following in support of (AWaC(M)) at paragraph (1) above:</p> <p>(a) Course administration and management, including joining letters and student course reports.</p> <p>(b) In-house course validation and assurance.</p>		<p>Cumulatively ~500 hours, based on historical average.</p>		
		<p>(3) Supporting and administrative activities, including but not limited to:</p> <p>(a) Staff continuation training to Service personnel.</p>		<p>(a) ~200 hours.</p> <p>(b) ~540 hours.</p> <p>(c) ~1000 hours. Course design,</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(b) Evaluating, testing new and/or modified equipment, device software updates, weapon system effectiveness and tactical trials.</p> <p>(c) Training Scenario development.</p> <p>(d) Hosting visits.</p> <p>(e) Attending and supporting the following meetings:</p> <ul style="list-style-type: none"> i. Flight Safety Committee. ii. Training planning and device programming meetings. iii. Standardisation meetings. <p>(f) Acting as MTF Duty Officer, fulfilling duties including but not limited to:</p> <ul style="list-style-type: none"> i. Muster safe and simulator hard drives. ii. Act as point of contact for daily programme changes. iii. End of day security checks. 		<p>scenario development and reviewing and assessing simulator lesson plans and missions.</p> <p>(d) ~120 hours.</p> <p>(e) ~320 hours.</p> <p>(f) ~160 hours.</p>		
8.c	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering Flying Training at RNAS Culdrose, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including</p>	<p>References:</p> <p>10, 82, 91</p> <p>Qualifications:</p> <p>G1</p>	1.2, 6.2

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).		but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and contributed to via NLIMS.		
8.d	Provide management information.	The Contractor shall:				
		(1) Communicate with the Authority effectively and in good time to manage Flying Training outputs at RNAS Culdrose, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on personnel HF/EM competence and delivery of service volumes provided for SOR Ref 8.a-c.	HF and EM reported monthly. Output volumes for SOR Refs 8.a-b measured on a monthly basis, data to be available to the Authority on request.			1.3, 7.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
Section 9 Support to Commando Helicopter Force (CHF) at Royal Naval Air Station Yeovilton						
9.a	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of CHF and RNAS Yeovilton Delivery Duty Holder (DDH).	The Contractor shall conduct AR activity as directed by the MAR Team Leader (T/L) to meet the RNAS Yeovilton AR Team schedule, including but not limited to:	<p>Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).</p> <p>The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.</p>	<p>74 hours per week/3420 hours per annum, based on historical average.</p> <p>Stakeholder(s):</p> <p>CHF Delivery Duty Holder (DDH).</p> <p>RNAS Yeovilton DDH</p> <p>CHF Military Continuous Airworthiness Manager (Mil CAM).</p> <p>WMF/Dauphin/RNHF Mil CAM</p> <p>CHF Senior Aircraft Engineer (SAE).</p> <p>WMF SAE</p> <p>Yeovilton Flight Test.</p> <p>Location(s):</p> <p>Yeovilton and any UK location where applicable aircraft are held. (Not expected to conduct embarked AR activity.) Up to 1 detached AR per annum.</p>	<p>References:</p> <p>10, 20, 21, 22, 23, 24, 33, 59, 71, 84, 86, 88, 91, 92, 93, 94, 95, 96, 109, 110, 114</p> <p>Qualifications:</p> <p>G1, E6, E10, E14, E17, E19, E22, E70, G71, E74, E75</p>	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>Dependencies:</p> <p>Platform CAMOs.</p> <p>Applicable Platform Squadrons.</p> <p>Aircraft Squadrons will supply aircraft at the correct configuration and appropriate time to conduct AR activity.</p> <p>Deliver an AR compliance report in accordance with timelines as detailed in the appropriate Continuous Airworthiness Management Exposition (CAME).</p> <p>Airworthiness issues are to be raised immediately with the MAR T/L.</p> <p>Deliver AR trending and TDE reports within timescales as detailed by the MAR T/L.</p>		
		(1) Leading independent ARs and compiling AR report of findings.		<p>Independent ARs are:</p> <p>(a) A documentation and physical check of the aircraft.</p>		1.2, 3.3, 3.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				<p>(b) Carried out by a Military Airworthiness Review Surveyor (Mil AR Surveyor).</p> <p>(c) Conducted on an annual basis for each aircraft, under the responsibility of the appropriate DDH.</p> <p>~8 x ~15-day ARs = ~120 days per annum, based on historical average.</p>		
		(2) Supporting ARs and providing details of findings for compilation of AR reports.		~50 days per annum (10 x 5), based on historical average.		
		(3) Consulting with the MAR T/L, raising Defence Aviation Safety Occurrence Reports (DASORs), AR process reviews, Quality Occurrence Reporting (QOR), Narrative Fault Report (MF760) and Unsatisfactory Feature Report (MF765) forms should any airworthiness issues be identified during AR activity.		<p>~9 days per annum, based on historical average.</p> <p>Average of 1 DASOR per AR.</p>		
		(4) Providing SQEP AR continuity within the department and mentor less-experienced Authority AR staff/new joiners.		<p>~8 days per annum, based on historical average.</p> <p>Authority staff typically in post for 24 months.</p>		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(5) Reviewing AR findings to support the Continuing Airworthiness Maintenance Organisation (CAMO) with Technical Data Exploitation (TDE) and trending.		~14 days per annum, based on historical average. As required by the Military Continuous Airworthiness Manager (Mil CAM), platform Senior Aircraft Engineers (SAEs) and the MAR Team Leader (MAR T/L).		
		(6) Preparing AR trends and TDE reports for Continuous Airworthiness Management Meetings (CAMMs), Data Exploitation and Trending Working Group (DETWG), Air Safety Board for each platform and as directed by the MAR T/L.		~32 days per annum, based on historical average.		
9.b	Provide management of Commando Merlin Role Equipment (RE), Task Essential Equipment (TEE) and Specialist Squadron Mobile Equipment (SME) for CHF HQ.	The Contractor shall deliver RE/TEE/SME configuration control, support, training and maintenance, servicing and defect rectification functions, including but not limited to:	Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday). The Contractor shall be flexible regarding holiday dates to support FRPs over core leave.	37 hours per week/1710 hours per annum, based on historical average. Stakeholder(s): CHF Commander Air Engineering and Operational Support (Cdr AE&OS). CHF Squadrons. CHF Engineering Support Cell Senior Aircraft Engineer (CHF) (SAE CHF).	References: 3, 6, 7, 10, 20, 42, 46, 48, 51, 67, 70, 75, 76, 84, 86, 88, 101, 102, 109, 110 Qualifications: G1, E6, E9, E10, E19, A20, A21, E23, E51, E60	2.5.1, 3.1.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
				Merlin Deliver Team Air Commodities Delivery Team Location(s): CHF Headquarters. 845 NAS 846 NAS		
		(1) Control, management and prioritisation of RE/TEE maintenance, servicing, defect rectification and modification to support CHF tasking ensuring compliance with appropriate technical information and policy.		Task estimated at 18 hours a week, based on historical average.		
		(2) Act as CHF HQ RE Section Articles in Use (AinU) holder and manage the CHF HQ RE range and scale to meet the Merlin CASP allowance, ensuring all GOLDesp and MJDI action is completed appropriately.		Task estimated 4 hours a week, based on historical average.		
		(3) Provide subject matter expert advice on the configuration, storage and maintenance, servicing and defect rectification of RE/TEE to Squadron Support Sections.		Task estimated at 2 hours a week, based on historical average.		
		(4) Produce reports and maintain records to inform CHF HQ of current holdings and serviceability, highlighting risks and issues as appropriate.		Task estimated at 2 hours a week, based on historical average.		
		(5) Provide line management and supervision of CHF HQ RE Technician.		Task estimated at 8 hours a week, based on historical average.		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		(6) Manage the issue, receipt, defect reporting and storage of centrally held Squadron SME, liaising with equipment providers as required.		Task estimated at 2 hours a week, based on historical average.		
		(7) Act as the CHF HQ RE Area Representative in accordance with the CHF HQ QMS, sponsoring all local procedures and assisting in Self Audits (SA), Internal Quality Audits (IQA) and External Quality Audits (EQA) as required.		Estimated approximately 3 SA, 1 IQA and 1 EQA per annum, ~1 hour a week.		
9.c	Provide management of Squadron authorisations, including collation and issue to 846 NAS Air Engineer Officer (AEO) for final approval and signature.	The Contractor shall manage 846 NAS authorisations, including but not limited to:	Output required during core working days (0800-1700 Monday-Thursday, 0800-1400 Friday).	37 hours per week/1710 hours per annum, based on historical average. Stakeholder(s): 846 AEO. Location(s): 846 NAS. Dependencies: 846 NAS.	References: 20, 84, 86, 87, 101, 102, 109, 110 Qualifications: G1, E5, L69	3.1.3
		(1) Producing and maintaining all Squadron engineering and local authorisations, including the collation of certified training and competency assessments, before presenting the packs to the AEO for approval and signature.		Major authorisation is the initial issue of authorisations e.g. post professional course completion, promotion or joining of Squadron.		
		(2) Maintaining the Squadron Training Achievement Recording System (STARS) to accurately record current authorisations and forecast competency check and training requirements.		Minor authorisation is the update or addition of singular, two or three		

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(3) Maintaining, co-ordinating and controlling Technical Record Cards (TRC), competency assessment records and training records for all squadron personnel.</p>		<p>different authorisations e.g. post local/specific courses, update of competency check, FMT600-Driving Licence and annual signing of Technical Record Card (TRC).</p> <p>Historically 500 personnel records to be managed per annum.</p> <p>~1165 major authorisation amendments per annum (average 40 mins per task, 6 tasks per day).</p> <p>~9,320 minor authorisation amendments per annum (average 5-6 min per task, 40 tasks per day).</p>		
		<p>(4) Providing subject matter expert advice and assistance to CHF unit authorisation managers and Quality Assurance Department.</p>		<p>Support 3-4 Self Audits and one Internal Quality Audit (IQA) per annum.</p>		
9.d	Provide a Data Integrity (DI) and Data Exploitation (DE) solution for all Commando (Cdo) Merlin aircraft and uninstalled assets.	The Contractor will assure the integrity of Cdo Merlin engineering records to ensure and assure accurate life data and exploit Merlin engineering data to sustain and improve system integrity. Tasks include, but are not limited to:	<p>Output required Monday-Thursday 0800-1700 and Friday 0800-1400 on two Squadrons (845 NAS and 846 NAS).</p> <p>Up to 52 weeks per annum, to be flexible</p>	<p>37 hours per week/1710 hours per annum, based on historical average.</p> <p>The Contractor will work as part of the CHF HQ Engineering Data Services (EDS) and</p>	<p>References:</p> <p>10, 19, 20, 59, 84, 86, 90, 101, 102, 109, 110, 114</p>	

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
			regarding holiday dates to support CHF reduced operating periods over core leave and be available for reactive tasking to meet CHF operational capability.	Squadron AEO Writer function.	Qualifications: G1, E6, E10, E14, E19, E61, E70	
		<p>(1) DI and DE:</p> <p>(a) Investigate and interrogate engineering records against current and legacy Electronic Asset Management (EAM) systems and all available data sources to establish the accuracy of life history back to birth.</p> <p>(b) Where DI issues are identified in life history:</p> <p>i.Report issue to HQ EDS.</p> <p>ii.Compile and submit Penalty Life Application to the Merlin Delivery Team (Me DT).</p> <p>iii.On receipt, apply the Me DT Penalty Life Application.</p> <p>(c) Investigate and interrogate engineering records for the accuracy of:</p> <p>i.Modification and Technical Instruction (TI) history.</p> <p>ii.Configuration management.</p> <p>iii.Merlin DT-granted concessions.</p> <p>(d) Conduct process verification audit (PVA) on the electronic recording actions for Merlin DT-issued Special Instructions (Technical) (SI(T)s).</p>	~70% of output, as required under the direction of the CHF HQ EDS as prioritised by CHF.	Current EAM is GOLDesp and legacy EAMs include EHUDS, WRAM Online, WRAM; other data sources, for example Build Base, Technical Documents Online (TDOL), Compound Interactive Electronic Technical Publications (CIETP).		1.2, 2.6, 3.3

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(e) Ensure correct electronic recording action for SI(T) compliance.</p> <p>(f) Liaise between CHF NASs, HQ and Merlin DT for all DI matters raised above.</p> <p>(g) Conduct trending of the above DI and DE activity for the Continuing Airworthiness Maintenance Organisation (CAMO) Technical Data Exploitation (TDE).</p> <p>(h) In consultation with EDS, Squadron Engineering Management Teams and CAMO, raise Defence Aviation Safety Occurrence Reports (DASORs), Quality Occurrence Reporting (QOR), MF760 (Narrative Fault Report), MF765 (Unsatisfactory Feature Report) should any airworthiness or DI issues be identified during MERIT activity.</p>				
		<p>(2) Administration activities:</p> <p>(a) Provide DI solutions and recovery advice for Merlin platform DI issues and draft, staff and/or validate policy and procedures.</p> <p>(b) Maintain databases, email and MODNET files, ensuring all filing and archiving of DI/Airworthiness documentation meets current retention regulations and policy.</p> <p>(c) Provide a Merlin point of contact function to provide DI/, custodian and policy advice to Squadron/unit Air Engineering Officer's Writer (AEOW).</p> <p>(d) Deliver ad-hoc Merlin-specific AEOW face-to-face DI/custodian training as directed by CHF.</p>	~30% of output, as required under the direction of the CHF HQ EDS as prioritised by CHF.			2.6, 3.3, 3.4

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
		<p>(e) In-house training and mentoring solution for the above tasks</p> <p>(f) Provide Quality Assurance function of all EDS output.</p> <p>(g) When requested, assist the Yeovilton Quality System Manager/ CAMO Quality System Coordinator in the auditing of Squadron/unit AEWs or Boundary Cells.</p> <p>(h) Keep in date for any continuation training and competency checks required by current regulations, mid-level policy, CAME requirements and Station policy.</p> <p>(i) Deputise for the EDS CPO in his absence.</p>				
9.e	Provide safety reporting.	<p>The Contractor shall proactively report any safety-related occurrences and near-misses that are identified by the Contractor or occur in the course of delivering support to CHF, including but not limited to:</p> <p>(1) Air-safety occurrences via the Air Safety Information Management System (ASIMS).</p> <p>(2) Safety, Health, Environment and Fire (SHEF) occurrences via the Navy Lessons and Information Management System (NLIMS).</p>	As required.	<p>DASORs involving the Contractor's personnel or managed GFA, or witnessed by the Contractor's personnel, are raised and contributed to via ASIMS.</p> <p>Non-air-safety related occurrences, including but not limited to SHEF or vehicle occurrences that occur outside aircraft operating areas, are raised and contributed to via NLIMS.</p>	<p>References:</p> <p>10, 82, 91</p> <p>Qualifications:</p> <p>G1</p>	1.2
9.f		The Contractor shall:				

SOR Ref	Requirement		Volume of Required Output(s)	Additional Information (for info only)	Service Standards	Performance References
	Provide management information.	(1) Communicate with the Authority effectively and in good time to manage support to CHF outputs, ensure that outputs meet the Authority's priorities and that risks to output are identified, understood and managed.	As required.			7.4
		(2) Provide formal reports to the Authority on personnel HF/EM competence and delivery of service volumes provided for SOR Refs 9.a-d.	<p>HF and EM reported monthly.</p> <p>Output volumes for SOR Refs 9.a-d. measured on a monthly basis, data to be available to the Authority on request.</p>			1.3, 7.3



Ministry
of Defence

SCHEDULE 3 – PRICE AND PAYMENT

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SCHEDULE 3 – PRICE AND PAYMENT

Introduction

1.1 This Schedule details the Contract Price for delivery of the Services under the Contract and the process for payment.

Contract Price

1.2 The Contract Price for the initial contract term is

1.3 The Contract Price is comprised of thirty-three (33) individual Services to be delivered as outlined in Annex A to this Schedule 3. Each service has its own associated cost.

1.4 The costs for these services are broken down into monthly amounts. The sum of the Service Costs in any month shall be referred to as the Monthly Sum. A month will run from the first to the last calendar day of the month.

Payment

1.5 The Authority shall pay the Contractor the total sum due for all Payment Serials for the relevant month, subject to any adjustments as per this Schedule 3, as detailed at Annex B to this Schedule 3. This sum shall be the Monthly Payment.

1.6 The Monthly Payment shall be paid monthly in arrears.

1.7 The Level 2 Chair, or the Authority's representative to whom the Level 2 Chair delegates responsibility, shall be responsible for authorising payment to the Contractor in accordance with Schedule 5 (Governance).

1.8 The Contractor shall submit its electronic payment invoice against the relevant Purchase Order following the end of monthly period. The Authority will receipt payment once they have determined that the invoiced sum is correct and due in full, in accordance with clause 16 (Price and Payment) of the Contract.

Performance Related Adjustments

1.9 The Monthly Payment shall be adjusted to account for any Performance Failures, calculated in accordance with Schedule 4 (Performance):

(a) any retention due in respect of any Significant Performance Failure which has been reported in the month;

(b) any release of any retention due on return to Satisfactory Performance which has been reported in the month;

(c) any deduction due in respect of any Major Performance Failure which has been reported in the month;

1.10 Where a Significant Performance Failure or Major Performance Failure has occurred against more than one KPI during any Review Period, a Retention Sum or Deduction Sum will apply in respect of each KPI that has been failed in accordance with Schedule 4 (Performance).

1.11 The Authority will not pay for any Services that have not been delivered. If any individual Service has been entirely undelivered in any month, the Service Cost for those Services will be deducted from the Monthly Sum. Any performance related Retention Sum or Deduction Sum may also be applied, in accordance with Schedule 4 (Performance).

Additional Hours Related Adjustments

1.12 Should the Authority require the Contractor to provide any Additional Hours above the requirements of Schedule 2 (Statement of Requirements), in accordance with Terms & Conditions clause 16.3, the amount due for those Additional Hours will be calculated in accordance with the Additional Hours Rates in Annex B to this Schedule 3.

1.13 The Monthly Sum shall be adjusted to include a sum for any Additional Hours delivered in the month.

Change Related Adjustments

1.14 If any Services are added as a result of the procedures detailed in Schedule 6 (Change), any relevant Service Cost will be amended to reflect any agreed change in prices. Any Monthly Sum that is due following the effective date of any agreed Contract Change amendment will be adjusted to reflect the revised prices.

1.15 If any Services are removed during the Contract Term, then any related Service Costs will be removed or amended to reflect any change in prices. Any Monthly Sum that is due following the effective date of any amendment will be adjusted to reflect the revised prices.

Gainshare Adjustments

1.16 If any Gainshare Fee arises as a result of Continuous Improvement detailed in Schedule 6 (Change), the Monthly Sum shall be amended to reflect any amount due to the Contractor. This shall be the Gainshare Sum.

1.17 The Gainshare Sum shall be calculated as follows:

- (d) in the Contract Period in which the net savings first occur, as a monthly amount equal to that Contract Period Gainshare Fee (which will be calculated at the rate for that Contract Period) divided by the number of months remaining for that relevant Contract Period;

- (e) for subsequent Contract Periods in which net savings appear, as a monthly amount equal to one twelfth of each Contract Period Gainshare Fee (which will be calculated at the rate for the Contract Period in which the Gainshare Fee first arose).

1.18 The Gainshare Fee shall be calculated by applying a percentage to the reduction in the Contract Price arising as a result of Gainshare related Continuous Improvement Change as follows:

- (a) in Contract Period 1, 70% to the Authority and 30% to the Contractor;
- (b) in Contract Period 2, 60% to the Authority and 40% to the Contractor;
- (c) in Contract Period 3, 50% to the Authority and 50% to the Contractor;
- (d) in Contract Period 4, 40% to the Authority and 60% to the Contractor;
- (e) in Contract Period 5, 30% to the Authority and 70% to the Contractor;
- (f) in Contract Period 6, 20% to the Authority and 80% to the Contractor;

Example Calculation

If the Contractor identifies an opportunity six months into Contract Period 2 from which results in annual savings of £50,000 up to the end of Contract Period 5 and savings of £20,000 for Contract Period 6, the Contractor will receive £0 for Contract Period 1, £10,000 for Contract Period 2 (40% of £25,000 Gainshare Fee for the six remaining months of that period), £20,000 for Contract Periods 3, 4 and 5 (40% of £50,000 Gainshare Fee for each full period) and, subject to the full Option Period being invoked, £8,000 for Contract Period 6 (40% of £20,000 Gainshare Fee for each full period).

1.19 No Gainshare Fee shall be payable after the Expiry Date or Termination Date.

1.20 The Contractor may, through Continuous Improvement, identify opportunities for change that shall result in benefits to the Authority outside the scope of this Contract and have no direct impact on the Services or Contract Price. Implementation of any such change shall be at the sole discretion of the Authority and shall not result in a financial share for the Contractor.

Redundancy

1.21 The Contract Price shall include any sum the Contractor will be due to pay in respect of redundancy for Previous Contractor Employees and Ex-Authority Employees who may be made redundant during the Implementation Period of the Contract.

1.22 In the event that the Contractor is required to make redundancies as a result of Routine Change or Urgent Change instigated by the Authority, the Contract Price shall be amended to include any related redundancy costs where the Contractor can provide evidence of and justification for such costs.

1.23 In the event that the Contractor is required to make redundancies as a result of a Continuous Improvement Change agreed by the Authority, the Contract Price may be amended to include any related redundancy costs where the Contractor can provide evidence of and justification for such costs.

1.24 In the event that the Contractor is required to make redundancies as a result of a Break of Services instigated by the Authority, the Contract Price shall be amended to include any related redundancy costs where the Contractor can provide evidence of and justification for such costs.

1.25 In the event that the Contractor elects to make redundancies as a result of its own internal organisational changes or improvements, the Contract Price shall not be amended and any related redundancy costs shall be the responsibility of the Contractor. If the Contractor submits a request for the Contract Price to be amended to include any related redundancy costs, as they believe this would result in significant additional savings to the Authority over the remaining Contract Period, this will be considered by the Authority on a case by case basis where the Contractor can provide evidence of and justification for such costs and future savings.

1.26 On expiry of all or part of the Services and in the event that a Follow-on Contract is not awarded in respect of those specific Services, any related redundancy costs shall be the responsibility of the Contractor.

ANNEX A – SERVICES

Service	SOR Ref	Services/Requirement
Section 1 Support to Merlin Helicopter Force (MHF) at Royal Naval Air Station Culdrose		
1	1.a	Provide non-deployable aircraft maintenance, servicing and defect rectification support to Merlin Helicopter Force (MHF).
2	1.b	Provide management of Aircraft Support Equipment (ASE), Aircraft Specialist Support Equipment (ASSE) and Helicopter Underslung Lifting Equipment (HUSLE) across all Merlin Helicopter Force (MHF) sites.
3	1.c	Provide oversight and management of logistics supply chain function on 824 NAS.
4	1.d	Provide management of Squadron authorisations, including collation and issue to 824 NAS Air Engineer Officer (AEO) for final approval and signature.
5	1.e	Provide a Data Integrity (DI) solution for Merlin Mk2/ Crow snest aircraft and uninstalled assets as part of the Merlin Engineering Records Integrity Team (MERIT).
6	1.f	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of Culdrose Duty Delivery Holder (DDH).
1	1.g	Provide safety reporting.
1	1.h	Provide management information.
Section 2 Support to Wildcat Maritime Force (WMF) at Royal Naval Air Station Yeovilton		
7	2.a	Provide aircraft maintenance, servicing and defect rectification support to 815 Naval Air Squadron (NAS) and 825 NAS.
7	2.b	Provide safety reporting.
7	2.c	Provide management information.
Section 3 Off-Aircraft Engineering Support at Royal Naval Air Station Yeovilton		
8	3.a	Provide management, maintenance and storage/custody of Aircraft/ Ground Support Equipment (ASE/GSE), Operational Support Machinery Equipment (OSME) and Miscellaneous Equipment.
8	3.b	Manage logistics and act as loan holder to meet the maintenance, servicing and defect rectification requirements and act as a stockholding site.
8	3.c	Provide, manage and enact a rolling 5-year, fully-costed OSME replacement programme.
8	3.d	Operate and control Management Information Systems (MS) to manage ASE/GSE
8	3.e	Provide familiarisation briefs in support of formal training.
8	3.f	Provide management, maintenance, servicing and defect rectification and control of tools and test and measurement equipment (TME) held for all OAES outputs.
9	3.g	Provide aircraft battery charging and maintenance, servicing and defect rectification services under a Maintenance-Approved Organisation Scheme (MAOS) approval.
10	3.h	Provide repair and manufacture of bespoke Electrical Extension Leads.
11	3.i	Provide runway arrestor gear system maintenance, servicing and defect rectification.
12	3.j	Provide capabilities for bespoke engravings and manufacture of spandex and plastic-foil markings.
13	3.k	Provide a welding service for stressed aircraft components and general fabrication.
14	3.l	Provide gas supplies in support of Air Station tasks, visiting aircraft and associated ancillary equipment needs.
15	3.m	Provide foam wash and cleaning services for aircraft, vehicles and equipment.
16	3.n	Provide cleaning and maintenance of GFA de-greasing and de-rusting machines.
8	3.o	Host/participate in all external/Station-led assurance activities on Off-Aircraft engineering Support services and facilities.
8	3.p	Provide safety reporting.
8	3.q	Provide management information.
Section 4 Airfield Services at Royal Naval Air Station Yeovilton		
17	4.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.
17	4.b	Provide aviation fuel services at RNAS Yeovilton.
17	4.c	Provide collection of out-of-specification fuel.
17	4.d	Provide fuel and Aircraft Incident Support (AIS) training and briefings and subject-matter expert (SME) input to training.
17	4.e	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.
17	4.f	Provide aviation fuel services for detached flying operations.
17	4.g	Provide custody and management of Technical Publications and documentation.
17	4.h	Provide management, maintenance, servicing, defect rectification and control of tools and test and measurement equipment (TME) held by the Fuel and AIS Section.
17	4.i	Provide a Helicopter In-Flight Refuelling (HIFR) capability.
17	4.j	Provide collection and disposal of contaminated/waste oil.
17	4.k	Facilitate the loan of a 9000 litre BFCV to Flag Officer Sea Training (FOST) Helicopter Landing Site (HLS).
17	4.l	Provide emergency response to fuel spillage and related emergencies.
18	4.m	Provide AIS capability at the scene of an aircraft incident/ accident, on or off the airfield.
18	4.n	Provide management, control and maintenance, servicing and defect rectification of AIS equipment and vehicles.
19	4.o	Provide anti-icing/de-icing capability for airfield operating areas.
19	4.p	Provide operation of runway arrestor gear.
19	4.q	Provide runway friction measurement.
17	4.r	Host/participate in all external/Station-led assurance activities on Fuel and AIS Section real estate, in-use BFCVs and personnel.
20	4.s	Provide control and maintenance, servicing and defect rectification of a Ground Radio facility.
17	4.t	Provide safety reporting.
17	4.u	Provide management information.
Section 5 Airfield Services at Royal Naval Air Station Culdrose		
21	5.a	Provide receipt, accounting, storage and maintenance of aviation fuel and management of facilities.
21	5.b	Provide aviation fuels services at RNAS Culdrose.
21	5.c	Provide collection and storage of out-of-specification fuel and arrange for its disposal.
21	5.d	Provide supply of fuel for fire-fighting training courses.
21	5.e	Provide fuel training and briefings and subject-matter expert (SME) input to training.
21	5.f	Provide management and maintenance, servicing and defect rectification of aviation fuel equipment.
21	5.g	Provide aviation fuel services for detached flying operations.
21	5.h	Provide custody and management of Technical Publications and documentation.
21	5.i	Provide management, maintenance, servicing, defect rectification and control of tools and Test and Measurement Equipment (TME) held by the Fuel Section.
21	5.j	Provide a Helicopter In-Flight Refuelling (HIFR) capability.
21	5.k	Provide collection and disposal of contaminated/waste oil.
21	5.l	Provide emergency response to fuel spillage or fuel-related emergencies
21	5.m	Host/participate in all external/Station-led assurance activities on Refuel Section real estate, in-use BFCVs and personnel.
22	5.n	Provide control and maintenance, servicing and defect rectification of a Ground Radio facility.
21	5.o	Provide safety reporting.
21	5.p	Provide management information.
Section 6 Flying Training at Royal Naval Air Station Yeovilton		
23	6.a	Not used
24	6.b	Not used
23	6.c	Not used
23	6.d	Not used
Section 7 Aviation Support Services to 736 Naval Air Squadron at Royal Naval Air Station Culdrose		
25	7.a	Provide Squadron operations planning and management functions to 736 Naval Air Squadron (NAS) in support of Hawk [T1 Mk1/Mk1A] aircraft operating.
26	7.b	Provide Squadron administration functions.
27	7.c	Provide Squadron Staff Office general administration functions for 736 NAS and FWF HQ.
27	7.d	Provide safety reporting.
27	7.e	Provide management information.
Section 8a Flying Training at Royal Naval Air Station Culdrose (non-Air Warfare Course (Merlin) (non-AWaC(M)))		
28	8.a	Provide Merlin HM Mk2 qualified instructor services to deliver ground-based pilot, observer and aircrew man training to Merlin Helicopter Force (MHF).
Section 8b-d Flying Training at Royal Naval Air Station Culdrose (AWaC(M))		
29	8.b	Provide Merlin HM Mk2 qualified instructor services to deliver Applied Warfare Course (Merlin) (AWaC(M)) ground-based observer and aircrew man training to MHF.
29	8.c	Provide safety reporting.
29	8.d	Provide management information.
Section 9 Support to Commando Helicopter Force (CHF) at Royal Naval Air Station Yeovilton		
30	9.a	Carry out Military Airworthiness Reviews (MARs) and data gathering for all aircraft types under the responsibility of CHF and RNAS Yeovilton Delivery Duty Holder (DDH).
31	9.b	Provide management of CDO Merlin Role Equipment (RE), CDO Merlin Task Essential Equipment (TEE) and Specialist Squadron Mobile Equipment (SME) for CHF HQ.
32	9.c	Maintain and conduct issue/receipt of CDO Merlin Role Equipment (RE), CDO Merlin Task Essential Equipment (TEE) and Specialist Squadron Mobile Equipment (SME) for CHF HQ.
32	9.d	Provide management of Squadron authorisations, including collation and issue to 846 NAS Air Engineer Officer (AEO) for final approval and signature.
33	9.e	Provide a Data Integrity (DI) and Data Exploitation (DE) Solution for all Commando (Cdo) Wildcat aircraft and uninstalled assets.
33	9.f	Provide a Data Integrity (DI) and Data Exploitation (DE) Solution for all Commando (Cdo) Merlin aircraft and uninstalled assets.
33	9.g	Provide safety reporting.
33	9.h	Provide management information.



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SCHEDULE 4 – PERFORMANCE

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SCHEDULE 4 – PERFORMANCE

1 Introduction

1.1 This Schedule details the procedures for measuring and managing Contractor performance when delivering the Services under the Contract.

1.2 Each Key Performance Indicator (KPI) is formed from a set of contributory Performance Indicators (PI). These are detailed at Annex A to this Schedule 4.

1.3 The Parties acknowledge that:

- a. the KPIs and PIs represent the key elements of the Services which underpin satisfactory delivery of the Services;
- b. the KPIs are designed to effectively incentivise the Contractor to perform its obligations under this Contract;
- c. the Authority may identify and raise performance shortcomings with the Contractor via the relevant Level Chair;
- d. where the delivery of the Services has fallen below the standard expected of the Contractor, as measured against the KPIs in accordance with this Schedule 4,
- e. the Contractor shall compensate the Authority for failure to meet that standard in accordance with this Schedule 4; and
- f. in the event that the Contractor fails to meet the standard applicable to the performance of the Services, the Contractor is obliged to restore the level of performance to Satisfactory Performance at no additional cost to the Authority.

2. Levels of Contractor Performance

2.1 The levels of Contractor performance are defined as follows:

- a. “Satisfactory Performance” means; in respect of any KPI in any Reporting Period, is a level of performance which meets or exceeds the minimum levels expected for each PI, as determined by reference to the Performance Indicators and performance levels detailed at Annex A to this Schedule 4.

(Satisfactory Performance may be colour coded green).

- b. “Minor Performance Failure” means; in respect of any KPI in any Reporting Period, a level of performance which fails to meet the minimum levels of Satisfactory Performance for any contributory PI but where performance remains above the standard of a Significant Performance Failure, as determined by reference to the Performance Indicators and performance levels detailed at Annex A to this Schedule 4;

(Minor Performance Failure may be colour coded yellow).

- c. “Significant Performance Failure” means;

- (i) in respect of any KPI in any Reporting Period, a level of performance which fails to meet the minimum levels of Minor Performance Failure for any contributory PI but where performance remains above the standard of a Major Performance Failure, as determined by reference to the Performance Indicators and performance levels detailed at Annex A to this Schedule 4;
- (ii) the occurrence of Minor Performance Failures for any individual KPI over three consecutive Reporting Periods;
- (iii) the occurrence of two or more Minor Performance Failures, across KPIs, during any single Reporting Period;
- (iv) in respect of any KPI in any Reporting Period, the occurrence of three or more Minor Performance Failures for PIs associated with that KPI.

(Significant Performance Failure may be colour coded amber).

d. "Major Performance Failure" means:

- (i) in respect of any KPI in any Reporting Period, a level of performance in any Reporting Period which is equal to or below the levels of the Major Performance Failure for any contributory PI, as determined by reference to the Performance Indicators and performance levels detailed at Annex A to this Schedule 4;
- (ii) the occurrence of Significant Performance Failures for any individual KPI over two consecutive Reporting Periods;
- (iii) the occurrence of two or more Significant Performance Failures, across KPIs, during any single Reporting Period;
- (iv) in respect of any KPI in any Reporting Period, the occurrence of two or more Significant Performance Failures for PIs which contribute to that KPI.

(Major Performance Failure may be colour coded red).

e. "Persistent Breach" means;

- (i) the occurrence of three or more Major Performance Failures for any individual KPI during any rolling twelve (12) month period;
- (ii) the occurrence of five or more Major Performance Failures, across KPIs, during any single Reporting Period;
- (iii) the occurrence of six or more Major Performance Failures, across KPIs, during any rolling twelve (12) month period;

3. Minor Performance Failure

3.1 In the event that the Contractor's performance against a KPI in any Reporting Period is assessed (and endorsed by the Authority at the relevant Level 3 Meeting) as a Minor Performance Failure, the Authority shall decide if a Remedy Plan is necessary.

3.2 Where the Authority requests a Remedy Plan, the Contractor shall, no later than ten (10) Business Days after notification of the Minor Performance Failure, submit to the Level 3 Chair a Remedy Plan setting out the reasons for the Minor Performance Failure and its proposals for restoring Satisfactory Performance. This shall contain, but not necessarily be limited to:

- a. actions required to return to Satisfactory Performance;
- b. key recovery milestone dates and timetable to achieve Satisfactory Performance;
- c. Contractor's resources required;
- d. financial implications (if applicable);
- e. recommendations to prevent re-occurrence;
- f. lessons learnt to be applied to other services;
- g. how the Contractor intends to demonstrate the achievement of Satisfactory Performance; and
- h. the date by which Satisfactory Performance will be achieved.

3.3 The Level 3 Chair shall review any Remedy Plan proposed by the Contractor and either accept the Remedy Plan or reject it with comments and reasoning within five (5) Business Days of its receipt. Where the Remedy Plan is rejected the Contractor shall, within a further five (5) Business Days, amend the Remedy Plan so as to accommodate the Authority's comments insofar as reasonably practicable.

3.4 On agreement of the Remedy Plan, the Contractor shall implement it immediately to restore Satisfactory Performance. The decision as to whether Satisfactory Performance is achieved following the implementation of a Remedy Plan shall be at the sole discretion of the Level 3 Chair, or the Authority's representative to whom the Level 3 Chair delegates responsibility.

3.5 If the Contractor's performance in respect of any such KPI is not returned to Satisfactory Performance by the third consecutive Reporting Period, on the occurrence of the third consecutive Minor Performance Failure that performance failure will be considered to be a Significant Performance Failure and treated as such in accordance with paragraph 4 of this Schedule 4.

3.6 Where, in any single Reporting Period, the Contractor's performance against more than one KPI is assessed as a Minor Performance Failure, the provisions of paragraphs 3.1 to 3.5 shall apply to each KPI individually.

4 Significant Performance Failure

4.1 In the event that the Contractor's performance against a KPI in any Reporting Period is assessed (and endorsed by the Authority at the relevant Level 3 Meeting) as a Significant Performance Failure, the Authority shall be entitled to make a retention from the Monthly Sum due to the Contractor in accordance with Schedule 3 (Price and Payment). This shall be a Retention Sum.

4.2 Retention Sums will be calculated as follows:

a. 1.5% of the Monthly Sum due for the month in which the failure occurred, where failure is against any of the following KPIs:

- (i) KPI 1 - Safety;
- (ii) KPI 2 – Service Quality;
- (iii) KPI 7 – Contract Governance.

b. 5% of the total amount due for all Services that correspond with the KPI for the month in which the failure occurred, where failure is against any of the following KPIs:

- (i) KPI 3 - Aircraft Engineering Service Delivery;
- (ii) KPI 4 - Off-Aircraft Engineering Service Delivery;
- (iii) KPI 5 - Airfield Services Delivery;
- (iv) KPI 6 – Training Delivery.

4.3 Where a performance failure has occurred that is capable of being classed as a failure under more than one separate KPI (of KPIs 1 to 7), the Authority will only make a single retention for that particular performance failure. In such circumstances, the Authority shall be entitled to make a retention in respect of the KPI carrying the highest retention value.

4.4 Where a Significant Performance Failure has occurred as a result of multiple Minor Performance Failures across KPIs (of KPIs 1 to 7) in accordance with paragraph 2.1c(iii), the Authority shall be entitled to make a retention in respect of the KPI carrying the highest deduction value.

4.5 The Contractor shall, no later than ten (10) Business Days after notification of the Significant Performance Failure, submit to the Level 2 Chair a Remedy Plan setting out the reasons for the Significant Performance Failure and its proposals for restoring Satisfactory Performance. This shall contain, but not necessarily be limited to:

- (a) actions required to return to Satisfactory Performance;
- (b) key recovery milestone dates and timetable to achieve Satisfactory Performance;
- (c) Contractor's resources required;
- (d) financial implications (if applicable);
- (e) recommendations to prevent re-occurrence;
- (f) lessons learnt to be applied to other services;
- (g) how the Contractor intends to demonstrate the achievement of Satisfactory Performance; and
- (h) the date by which Satisfactory Performance will be achieved.

4.6 The Level 2 Chair shall review any Remedy Plan proposed by the Contractor and either accept the Remedy Plan or reject it with comments and reasoning within five (5) Business Days of its receipt. Where the Remedy Plan is rejected the Contractor shall, within a further five (5) Business Days, amend the Remedy Plan so as to accommodate the Authority's comments insofar as reasonably practicable.

4.7 On agreement of the Remedy Plan, the Contractor shall implement it immediately to restore Satisfactory Performance. The decision as to whether Satisfactory Performance is achieved following the implementation of a Remedy Plan shall be at the sole discretion of the Level 2 Chair, or the Authority's representative to whom the Level 2 Chair delegates responsibility.

4.8 If the Contractor's performance in respect of any such KPI is returned to Satisfactory Performance in the following Reporting Period, the Retention Sum will be included with the next Monthly Sum due to the Contractor in accordance with Schedule 3 (Price and Payment).

4.9 If the Contractor's performance in respect of any such KPI is not returned to Satisfactory Performance by the following Reporting Period, on the occurrence of that second consecutive Significant Performance Failure that performance failure will be considered to be a Major Performance Failure and treated as such in accordance with paragraph 5 of this Schedule 4. Any Retention Sum held in respect of the first Significant Performance Failure will be re-classified as a Deduction Sum and retained by the Authority.

4.10 Where a Significant Performance Failure has arisen as a result of escalation from Minor Performance Failure the Authority may, at its discretion, maintain the failure at the Significant Performance Failure level for an additional period. If the KPI is not returned to Satisfactory Performance by the end of any such period it will then be considered to be a Major Performance Failure and treated as such in accordance with paragraph 5 of this Schedule 4. Any Retention Sums held in respect of the first Significant Performance Failure will be re-classified as Deduction Sums and retained by the Authority.

4.11 Where, in any single Reporting Period, the Contractor's performance against more than one KPI is assessed as a Significant Performance Failure, the provisions of paragraphs 4.1 to 4.10 shall apply to each KPI individually.

5 Major Performance Failure

5.1 In the event that the Contractor's performance against a KPI in any Reporting Period is assessed (and endorsed by the Authority at the relevant Level 3 Meeting) as a Major Performance Failure, the Authority shall be entitled to make a deduction from the Monthly Sum due to the Contractor in accordance with Schedule 3 (Price and Payment). This shall be a Deduction Sum.

5.2 Deduction Sums will be calculated as follows:

(a) 3% of the Monthly Sum due for the month in which the failure occurred, where failure is against any of the following KPIs:

- (i) KPI 1 - Safety;
- (ii) KPI 2 – Service Quality;
- (iii) KPI 7 – Contract Governance.

(b) 10% of the total amount due for all Services that correspond with the KPI for the month in which the failure occurred, where failure is against any of the following KPIs:

- (i) KPI 3 - Aircraft Engineering Service Delivery;
- (ii) KPI 4 - Off-Aircraft Engineering Service Delivery;
- (iii) KPI 5 - Airfield Services Delivery;
- (iv) KPI 6 – Training Delivery.

5.3 Where a performance failure has occurred that is capable of being classed as a failure under more than one separate KPI (of KPIs 1 to 7), the Authority will only make a single deduction for that particular performance failure. In such circumstances, the Authority shall be entitled to make a deduction in respect of the KPI carrying the highest deduction value.

5.4 Where a Major Performance Failure has occurred as a result of multiple Significant Performance Failures across KPIs (of KPIs 1 to 7) in accordance with paragraph 2.1d(iii), the Authority shall be entitled to make a deduction in respect of the KPI carrying the highest deduction value.

5.5 The Contractor shall, no later than five (5) Business Days after notification of the Significant Performance Failure, submit to the Level 2 Chair a Remedy Plan setting out the reasons for the Major Performance Failure and its proposals for restoring Satisfactory Performance. This shall contain, but not necessarily be limited to:

- (a) actions required to return to Satisfactory Performance;
- (b) key recovery milestone dates and timetable to achieve Satisfactory Performance;
- (c) Contractor's resources required;
- (d) financial implications (if applicable);
- (e) recommendations to prevent re-occurrence;
- (f) lessons learnt to be applied to other services;
- (g) how the Contractor intends to demonstrate the achievement of Satisfactory Performance; and
- (h) the date by which Satisfactory Performance will be achieved.

5.6 The Level 2 Chair shall review any Remedy Plan proposed by the Contractor and either accept the Remedy Plan or reject it with comments and reasoning within five (5) Business Days of its receipt. Where the Remedy Plan is rejected the Contractor shall, within a further five (5) Business Days, amend the Remedy Plan so as to accommodate the Authority's comments insofar as reasonably practicable.

5.7 On agreement of the Remedy Plan, the Contractor shall implement it immediately to restore Satisfactory Performance. The decision as to whether Satisfactory Performance is achieved following the implementation of a Remedy Plan shall be at the sole discretion of the Level 2 Chair, or the Authority's representative to whom the Level 2 Chair delegates responsibility.

5.8 If the Contractor's performance in respect of any such KPI is not returned to Satisfactory Performance by the following Reporting Period, a further deduction will be made in accordance with paragraph 5.2 above. Deductions will continue to be made for each consecutive month until such time as performance is returned to Satisfactory Performance.

5.9 Where a Major Performance Failure has arisen as a result of escalation from successive Significant Performance Failures against an individual KPI, in accordance with paragraph 2.1(ii), the Authority may, at its discretion if those successive failures arise from evidently unrelated issues, maintain the failure at the Significant Performance Failure level for an additional period to allow a Remedy Plan for the initial Significant Performance Failure be enacted. If the KPI is not returned to Satisfactory Performance by the end of any such period it will then be considered to be a Major Performance Failure and treated as such in accordance with paragraph 5 of this Schedule 4. Any Retention Sums held in respect of the first Significant Performance Failure will be re-classified as Deduction Sums and retained by the Authority.

5.10 Where, in any single Reporting Period, the Contractor's performance against more than one KPI is assessed as a Major Performance Failure, the provisions of paragraphs 5.1 to 5.9 shall apply to each KPI individually.

6 Persistent Breach

6.1 In the event that the Contractor's performance against a KPI in any Reporting Period is assessed (and endorsed by the Level 1 Chair at the relevant Level 1 Meeting or at any extraordinary meeting) as a Persistent Breach, the Authority shall be entitled to terminate all or part of the Contract in accordance with clause 56 (Termination for Contractor Default) of the Contract or step-in in accordance with clause 55 (Step-In Rights) of the Contract.

7 Contractors Performance Monitoring

7.1 The Contractor shall be responsible for collecting, analysing and recording performance data.

7.2 The Contractor shall report on performance in accordance with the Reports required in Annex B to Schedule 5 (Governance). The Contractor is to record such further data as it deems necessary for its own management purposes, including but not limited to the need to contest complaints from the Authority constituting Performance Failure and/or to provide evidence in support of claims for relief in accordance with paragraph 8.

7.3 The Contractor shall have in place a Performance Register which will log performance against the PIs and KPIs and shall contain, but not necessarily be limited to;

- (a) unique serial number;
- (b) Establishment / Air Station;
- (c) Reporting Period;
- (d) PI and KPI description;
- (e) level of performance against PI and KPI;
- (f) source of data;

- (g) date/time any Unsatisfactory Performance occurs;
- (h) date/time any Unsatisfactory Performance notified to the Authority;
- (i) date Remedy Plan issued to the Authority;
- (j) date of any rejections and subsequent modifications of Remedy Plan;
- (k) date Remedy Plan accepted by the Authority;
- (l) date any Unsatisfactory Performance returned to Satisfactory Performance and length of failure;
- (m) action taken to prevent a reoccurrence; and
- (n) Contractor Employee who owns the issue and their contact details.

7.4 The Contractor shall notify the Authority of any Performance Failure:

- (a) for a Minor Performance Failure no later than the next Level 3 meeting after the failure occurs;
- (b) for a Significant Performance Failure no later than five (5) Business Days after the failure occurs or at the next Level 3 meeting after the failure occurs, whichever is earlier;
- (c) for a Major Performance Failure no later than two (2) Business Days after the failure occurs or at the next Level 3 meeting after the failure occurs, whichever is earlier.

7.5 The Level 3 Progress Report prepared by the Contractor and delivered by the Contractor at the Level 3 Meeting, in accordance with Schedule 6 (Governance), shall detail any Performance Failure which has occurred or continued during the relevant Reporting Period and progress against any Remedy Plans.

7.6 The Contractor's data collection system shall allow for Authority's Representatives to record their individual comments on the services, either on request from the Contractor as part of the customer evaluation process, or through feedback passed to a service desk. Service desk records shall be available for inspection by the Authority.

7.7 The Contractor will, where possible, use electronic processes for storing and distributing performance data. Where data is stored manually, its location will be referenced on the electronic system.

7.8 The Authority will employ a complaints process to provide an alternative mechanism for users to raise concerns regarding the Services delivered. If the Contractor fails to deliver a remedy to the satisfaction of the originator of the complaint, the Authority's Representatives will be notified to seek resolution and record any Unsatisfactory Performance against the relevant KPI.

8 Contractor Claim for Relief

8.1 In the event that the Contractor's performance against a KPI is determined to be Unsatisfactory Performance, the Contractor shall be entitled to claim (partial or full) relief from the application of any payment retention or payment deduction in respect of that KPI, in the following events:

(a) the Unsatisfactory Performance is the direct consequence of an act or omission of the Authority or any representative, employee, contractor (other than the Contractor) or agent of the Authority, which has directly impacted on the Contractor's ability to meet its obligations under the Contract; or

(b) If the Authority has not provided Government Furnished Assets or Government Furnished Information which the Contractor was dependant on and for which the Contractor was unable to compensate; or

(c) where the Authority was the only possible provider of a training course which the Contractor was dependent on and where the Authority has not been able to provide such training, provided the Contractor has given reasonable advance notice of the training requirements, provided the absence of that training has directly impacted on the Contractor's ability to meet its obligations under the Contract;

(d) a Force Majeure Event occurring in accordance with clause 53 (Force Majeure) of the Contract.

8.2 All claims for relief must be made as soon as possible, and prior to the assessment process for the specific KPI. No post assessment claims for relief will be accepted or granted. For long term relief events, the Contractors Remedy Plan shall stipulate the date to which relief is to be offered, after which date normal KPI assessment will continue. Claims for relief will not be automatically applied by the Authority without an application from the Contractor being received by the Authority. Any and all claims that are upheld by the Authority will not set a precedent for future claims.

8.3 All claims for relief must be detailed in the Level 3 Progress Report.

8.4 The Level 3 Chair shall decide if the Contractor has the right to relief against a KPI. Relief will not be provided where the Contractor has failed to outline the circumstances and the Level 3 Chair concludes the failure was as a result of a Contractor failure within their control. The Level 3 Chair may raise this to the Level 2 Chair should the nature of the claim for relief be considered novel or contentious.

SCHEDULE 4 ANNEX A – KEY PERFORMANCE INDICATORS (KPIs) AND PERFORMANCE INDICATORS (PIs)

KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence	
1	Safety	1.1	Have there been any Defence Air Safety Occurrence Report (DASOR) investigations, resulting in findings of culpability against the Contractor's personnel?	SOR (all), MAA Manual of Air Safety	By exception	No findings of culpability against the Contractor's personnel as a result of DASOR investigations.	Conscious, substantial and/or unjustifiable disregard for risk, constituting sabotage or recklessness, and/or rules intentionally broken when the task could have been done in accordance with the rules, given the conditions at the time, constituting rule breaking for personal gain or the Contractor's gain.	Not applicable (except where escalated from ongoing Minor Discrepancy).	Other evidence of shortfall in Contractor's Aviation Safety standards, or risk of shortfall, in the Authority's opinion.	Occurrence Safety Investigation, Service Inquiry or equivalent formal investigation.
1	Safety	1.2	Have all reportable occurrences been entered in Air Safety Information Management System, NLIMS or a unit Flight Safety Log?	SOR (all)	By exception	All reportable occurrences within the reporting period raised in the applicable tool within the stipulated timescales.	More than one (1) reportable occurrence within the reporting period not raised proactively by the contractor, requiring intervention by the Authority to ensure appropriate reporting.	One (1) reportable occurrence within the reporting period not raised proactively by the contractor, requiring intervention by the Authority to ensure appropriate reporting.	Other evidence of shortfall, or risk of shortfall, in the Contractor's Reporting Culture, in the Authority's opinion.	User complaint, for example.
1	Safety	1.3	Is the Contractor's staff in-date for Human Factors (HF) (Foundation and Continuation) and Error Management (EM) training (or other aviation safety training as introduced by the Authority)?	Schedule 11, SOR (all)	Monthly or as required by the Authority	All staff in-date for HF and EM training throughout the reporting period.	Less than 95% of aircraft engineering authorisation holders in-date for HF and/or EM training at any point during the reporting period and/or less than 75% of off-aircraft contracted staff in-date for HF and EM at any point during the reporting period.	Less than 85% of off-aircraft contracted staff in-date for HF and/or EM training at any point during the reporting period.	Less than 95% of off-aircraft contracted staff in-date at any point during the reporting period or any other shortfall, or risk of shortfall, in the Contractor's sustained Learning Culture, in the Authority's opinion.	Reported by the Contractor.
2	Service Quality	2.1	Does the Contractor have a compliant and effective Quality Management System (QMS)?	Schedule 14	Annual or as required by the Authority	QMS deemed compliant and effective by the Contractor's third-party auditor and the Authority's QMS.	No applicable QA registration or QMS deemed ineffective by the Contractor's third-party auditor or the Authority's QMS.	Not applicable (except where escalated from ongoing Minor Discrepancy).	Any shortfall, or risk of future shortfall, in the effectiveness of the Contractor's QMS, in the Authority's opinion.	Authority shadow audit; Contractor's external audit report.
2	Service Quality	2.2	Has the Contractor delivered Quality Reports, within specified timescales?	Schedules 5 and 14	Monthly	Report provided to the Authority within specified timescale for the reporting period.	No report provided or report provided after the specified timescale by 7 or more working days.	Report provided but after the specified timescale by up to 3 working days.	Any other shortfall, or risk of future shortfall, in the timeliness of quality reporting, in the Authority's opinion.	Monthly report provided by the Contractor by the third working day of the following month (unless agreed otherwise by the Authority).

	KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
2	Service Quality	2.3	Have there been any quality concerns upheld against the Contractor, identified by means other than the Contractor's QMS?	SOR (all)	By exception	All quality concerns relating to the contract, and any other shortfalls in Contract quality, are identified by the Contractor's QMS and reported to the Authority before being identified independently by the Authority.	Two (2) or more formal quality concerns raised against the Contractor, which were not identified by the Contractor's QMS before being identified independently by the Authority and are upheld by the Authority following investigation.	One (1) formal quality concern raised against the Contractor, which was not identified by the Contractor's QMS before being identified independently by the Authority and is upheld by the Authority following investigation.	Any other shortfall, or risk of shortfall, in the quality of contract outputs, which has/have not been identified by the Contractor's QMS, in the Authority's opinion.	MAP-01 Quality Occurrence Investigation Report, or equivalent, for example.
2	Service Quality	2.4	Has the Contractor resolved non-compliances satisfactorily and in good time?	SOR (all), Schedule 14	Monthly	All non-compliances resolved within 28 days.	Two (2) or more non-compliances not resolved within 28 days unless approved otherwise by the Authority.	One (1) non-compliance not resolved within 28 days unless approved otherwise by the Authority.	Any non-compliance not resolved within 28 days but extension approved by the Authority or any other shortfall, or risk of shortfall, regarding timely and/or effective resolution of non-compliances, in the Authority's opinion.	Reported by the Contractor.
2	Service Quality	2.5	Has the Contractor provided compliant accounting of stores held on loan for:							
2	Service Quality	2.5	2.5.1 Articles in Use (AinUs)? (*Subject to inclusion of Sections 7 and/or 9 at Contract Award)	Terms and Conditions, DEFSTAN 05-099, DEFCONs 23, 609, 611 and 694, SOR 1.a, 1.b, 1.c, 3.b, 4.e, 4.g, 4.h, 4.n, 4.o, 5.f, 5.h, 5.i, 7.c* and 9.b*, Schedule 14	By exception	No discrepancy between MJDI AinU and actual physical holdings within each area. AinU muster conducted at frequency dictated by reference, and correctly recorded.	Greater than 5% discrepancy between MJDI AinU and physical holdings and/or AinU muster conducted more than five (5) working days after expiry date of the muster.	Up to 5% between MJDI AinU and physical holdings and/or AinU muster conducted more than two (2) but less than five (5) working days of AinU muster expiry date.	Any other shortfall, or risk of future shortfall, in accounting of stores held on loan, in the Authority's opinion.	Authority audit and/or spot checks and/or user complaints, for example.
2	Service Quality	2.5	2.5.2 Stockholding sites?	Terms and Conditions, DEFSTAN 05-099, DEFCONs 23, 609, 611 and 694, SOR 3.b, 3.d	By exception	No discrepancy between MJDI and physical holdings within area and MJDI transactions from contractor organisation to user completed in no more than 24 hours.	Greater than 5% discrepancy between MJDI and physical holdings and/or greater than 5% of MJDI transactions not carried out from contractor organisation to user within 72 hours.	Up to 5% discrepancy between MJDI and physical holdings and/or greater than MJDI transaction from contractor organisation to customer not carried out within 24 hours, but complete within 72 hours.	Minor Admin errors caused by the contractor within MJDI causing increased work burden on customer or any other shortfall, or risk of shortfall, in accounting of stores held on loan, in the Authority's opinion.	Authority audit and/or spot checks and/or user complaints, for example.
2	Service Quality	2.6	Has the Contractor enabled and contributed to the Authority's Quality Assurance activity?	SOR (all)	By exception	Proactive, engaged and effective contribution to all Authority assurance activity.	Failure to host, enable and/or support formal Authority assurance of the Contractor's managed outputs and/or areas and/or obstruction of any Authority Quality Assurance activity.	Failure to contribute proactively and/or effectively to unit Quality Assurance activity.	Any other shortfall, or risk of future shortfall, in the Contractor's contribution to Authority Quality Assurance, in the Authority's opinion.	User complaint, for example.
3	Aircraft Engineering Service Delivery	3.1	Has the Contractor provided aircraft engineering services to the required scope and timings for:							

	KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
3	Aircraft Engineering Service Delivery	3.1	3.1.1 Merlin Helicopter Force aircraft maintenance, servicing and defect rectification?	1.a	Variable - in accordance with agreed timescales for each Statement of Work (SOW)	All SOWs completed in full within agreed timescale.	Any SOW not completed within three (3) working days of agreed timescale and/or 95% or less of IMP tasks completed, including all priority tasks agreed in the SOW, compared to agreed SOW and/or 99% of bespoke maintenance package completed.	SOW not completed within two (2) working days of agreed timescale and/or 97% or less of IMP tasks completed, compared to agreed SOW.	Any other shortfall which has impacted the scope of the SOW or the completion of the package within agreed timescales, or risk of shortfall, in the opinion of the Authority.	Performance compared against agreed SOW
3	Aircraft Engineering Service Delivery	3.1	3.1.2 Merlin Helicopter Force aircraft engineering supporting services?	1.a, 1.b, 1.c, 1.d	By exception	Squadron support equipment, logistics and authorisations outputs delivered to the full range and volume of the SOR.	90% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall, or risk of shortfall, in volume or standard of aircraft engineering outputs, in the opinion of the Authority.	Measured on a monthly basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.
3	Aircraft Engineering Service Delivery	3.1	3.1.3 Commando Helicopter Force aircraft engineering supporting services? (Subject to inclusion of Section 9 at Contract Award)	9.b, 9.c	By exception	Squadron support equipment and authorisations outputs delivered to the full range and volume of the SOR.	90% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall, or risk of shortfall, in volume or standard of aircraft engineering outputs, in the opinion of the Authority.	Measured on a monthly basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.
3	Aircraft Engineering Service Delivery	3.2	Has the Contractor provided aircraft engineering outputs to the required scope and timings for Wildcat Maritime Force?	2.a	By exception	Engineering service outputs delivered to the full scale and standard of the SOR.	90% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall, or risk of shortfall, in volume or standard of aircraft engineering outputs, in the opinion of the Authority.	Measured on a monthly basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.
3	Aircraft Engineering Service Delivery	3.3	Has the Contractor provided airworthiness assurance services been provided to the required scope and scale? (*Subject to inclusion of Section 9 at Contract Award)	1.e-f, 9.a*, 9.d*	By exception	Airworthiness Reviews and Merlin Engineering Records Integrity outputs delivered to the full scale and standard of the SOR	90% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall in volume or standard of required airworthiness assurance outputs, or risk to future outputs, in the opinion of the Authority.	Measured on a monthly basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.

	KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
3	Aircraft Engineering Service Delivery	3.4	Has the Contractor engaged effectively in informal mentoring and development of subordinates? (*Subject to inclusion of Section 9 at Contract Award)	1.b, 1.c, 1.e, 2.a, 9.a*	By exception	Proactive and constructive mentoring and development of Squadron/unit Service personnel in all specified aircraft engineering and associated tasks.	Not applicable (except where escalated from ongoing Significant Discrepancy).	More than one (1) user complaint regarding the engagement, effectiveness and/or quality of Contractor mentoring and/or development of Service personnel.	Any user complaint and/or other shortfall, or risk of shortfall, in engagement and/or quality of mentoring and/or development of Service personnel, in the opinion of the Authority.	User complaint, for example.
4	Off-Aircraft Engineering Service Delivery	4.1	Has the Contractor collected and delivered serviceable GSE/ASE to units within specified timescales?	3.a(1)	By exception	No Squadron or Unit has waited more than 3 working days for routine collection or delivery of ASE/GSE delivery, within specified maximum number of collections/deliveries.	No Squadron or Unit has waited more than 5 working days for routine collection or delivery of ASE/GSE delivery, within specified maximum number of collections /deliveries.	No Squadron or Unit has waited more than 4 working days for routine collection or delivery of ASE/GSE delivery, within specified maximum number of collections/deliveries.	Other management concern that Contractor activity or output may threaten potential routine ASE/GSE delivery.	User complaint, for example.
4	Off-Aircraft Engineering Service Delivery	4.2	Has the Contractor delivered high-priority serviceable GSE/ASE to units within specified high-priority timescales?	3.a, 3.d, 3.h	By exception	All high-priority ASE/GSE deliveries within specified 30-minute timescale, within specified maximum number of collections/deliveries.	More than two (2) high-priority ASE/GSE deliveries outside specified 30-minute timescale, within specified maximum number of collections/deliveries.	Up to two (2) high-priority ASE/GSE deliveries outside specified 30-minute timescale, within specified maximum number of collections/deliveries.	Other management concern that Contractor activity or output may threaten potential high-priority ASE/GSE delivery, in the Authority's opinion.	User complaint, for example.
4	Off-Aircraft Engineering Service Delivery	4.3	Has the Contractor facilitated new equipment trials/appraisals to the specified amount and within the set timescales?	3.a, 3.g	By exception	If set by the authority the contractor is to facilitate the trial of new equipment, up to two (2) trials per year and completion of each trial within six (6) months of commencement.	Set trials not completed within eight (8) months of commencement.	Any set trial not complete within six (6) months of commencement, but not exceeding eight (8) months.	Contractor failing to fully comply with trials directive, within the 6 month trials period, or any other shortfall, or risk of shortfall, in facilitation of the specified number of trials, in the Authority's opinion.	Post-trials findings and/or output delivery compared with trials directive, for example.
4	Off-Aircraft Engineering Service Delivery	4.4	Has the Contractor coordinated and supplied all required GSE to meet the Authority's detached operations?	3.a, 3.h	By exception	The contractor has coordinated and supplied all required GSE to meet the Authority's detached operations.	Any loss of detached operational capability as a result of inadequate Contractor coordination and/or supply of GSE.	Not applicable (except where escalated from ongoing Minor Discrepancy).	Other management concern that Contractor coordination or supply of GSE may impact detachments or operational capability.	OPDEF and/or user complaint, for example.
4	Off-Aircraft Engineering Service Delivery	4.5	Has the Contractor managed the Operational Support Machinery Equipment (OSME) Local Purchase Orders (LPOs) and provided the DO(R) with monthly spending figures and annual plans?	3.c, 3.q	Monthly (spending) and Annual (plan)	All LPOs actioned and the previous month's spending figures provided to the DO(R) by the third working day of the following month.	More than 10% of LPOs not been actioned and/or have the monthly spending figures not been supplied to the DO(R) within 7 working days from the end of the proceeding month.	Up to 10% of LPOs not actioned and/or the monthly spending figures supplied late by more than three (3) working days but within (7) working days from the end of the proceeding month.	Minor admin errors within the monthly spending figures and/or incorrectly actioned LPOs and/or any other shortfall, or risk of shortfall, in OSME financial management, in the Authority's opinion.	Reported by the Contractor, assured by the Authority.
4	Off-Aircraft Engineering Service Delivery	4.6	Has the Contractor supplied serviceable aircraft batteries to meet user requirements within required timescales?	3.g	By exception	All customer aircraft battery requirements met to the required delivery date (RDD) and no complaints from users.	More than three (3) customer aircraft battery requirements and/or RDDs missed throughout the calender month.	Up to three (3) user aircraft battery requirements and/or RDDs missed throughout the calender month, with associated customer complaint.	Contractor pre-notified increase (no less than 48 hours' notice) to aircraft battery RDDs and/or other user complaint and/or any other shortfall in battery output, or risk to output, in the Authority's opinion.	User complaint, for example.

KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence	
4	Off-Aircraft Engineering Service Delivery	4.7	Has the Contractor delivered aircraft foam wash outputs within laid down turnaround times (TRTs) against each respective aircraft type?	3.m	By exception	Aircraft Foam Wash carried out to customer satisfaction, completed within 10% of laid down TRT for each aircraft (Wildcat 4 hrs and Merlin 8 hrs).	Foam wash not carried out to customer satisfaction and/or completed 25% over of laid down TRT on four (4) or more separate occasions throughout the calender month, including cancellation of pre-booked aircraft foam washes by the Contractor.	Foam wash carried out to customer satisfaction but TRT exceeded by more than 10% but within 25% on up to three (3) separate occasions.	Any other user complaints or shortfall in foam wash output, or risk to output, in the Authority's opinion.	User complaint, for example.
5	Airfield Services Delivery	5.1	Has the Contractor provided a compliant service for delivery/collection of aviation fuel via public roads (Operator Licence) from:							
5	Airfield Services Delivery	5.1	5.1.1 RNAS Yeovilton?	4.c, 4.e, 4.f,	By exception	All required aviation fuel collection and delivery services available at off-Air-Station, including services requiring an Operator Licence.	The Contractor does not hold an Operator Licence and/or is unable to deliver and/or collect aviation fuel from off-Air-Station locations for any other reason.	Not applicable (except where escalated from ongoing Minor Discrepancy).	Any other shortfall, or risk of shortfall, in delivery/collection of aviation fuel via public roads, in the Authority's opinion.	Lack of Operator Licence, for example.
5	Airfield Services Delivery	5.1	5.1.2 RNAS Cudrose?	5.c, 5.d, 5.f, 5.g	By exception	All required aviation fuel collection and delivery services available at off-Air-Station, including services requiring an Operator Licence.	The Contractor does not hold an Operator Licence and/or is unable to deliver and/or collect aviation fuel from off-Air-Station locations for any other reason.	Not applicable (except where escalated from ongoing Minor Discrepancy).	Any other shortfall, or risk of shortfall, in delivery/collection of aviation fuel via public roads, in the Authority's opinion.	Lack of Operator Licence, for example.
5	Airfield Services Delivery	5.2	Has the Contractor provided aviation fuel delivery and supporting outputs to aircraft to the required timings and standards and in the required volumes?	4.a, 4.b, 4.c, 4.e, 4.f, 4.h, 4.j, 4.k, 4.u, 5.a, 5.b, 5.c, 5.d, 5.f, 5.g, 5.i, 5.k, 5.p	Monthly	All user requests, within specified availability windows, satisfied with delivery of the requested fuel type to the correct aircraft within the specified timelines (15 minutes for high priority and 40 minutes for routine).	More than 20% delay on the specified timelines on five (5) or more separate occasions.	Over 20% delay on the specified timelines . On up to 4 separate occasions.	Any other shortfall in aviation fuel delivery and/or supporting outputs, or risk of shortfall, in the Authority's opinion.	Reported by the Contractor, assured by the user.
5	Airfield Services Delivery	5.3	Has the Contractor maintained spill response and Aircraft Post-crash Management (APCM) incident support at the required scale and readiness?	4.l, 4.m, 4.n, 5.l	By exception	Full support available at the required readiness throughout the reporting period.	No support available for 25% or more of the reporting period and/or degraded support for 50% or more of the reporting period.	No support available for up to 25% of the reporting period and/or degraded support for 25% or more of the reporting period.	Degraded support for up to 25% of the reporting period or any other shortfall, or risk to output, in the Authority's opinion.	User complaint or post-APCM-exercise findings, for example.
5	Airfield Services Delivery	5.4	Has the Contractor maintained fuel holding for resilience at the required quantity and quality, for:							
5	Airfield Services Delivery	5.4	5.4.1 RNAS Yeovilton?	4.a, 4.u	Monthly	Total aviation fuel holdings (BFIs and BFCVs) maintained at 80% or more and maintained at the required standard.	Aviation fuel holdings (BFIs and/or BFCVs) have fallen below 60%, unless approved otherwise in advance by the Authority, and/or aviation fuel standards have not been maintained.	Aviation fuel holdings (BFIs and/or BFCVs) have fallen below 80% but not below 60% without at least 48 hours' notice given to the Authority.	BFI contents have fallen below 80% but Authority informed no later than 48 hours in advance and/or any other shortfall in maintaining of fuel holdings, or risk of shortfall, in the Authority's opinion.	Reported by the Contractor, assured by the user.

	KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
5	Airfield Services Delivery	5.4	5.4.2 RNAS Culdrose?	5.a, 5.p	Monthly	Total aviation fuel holdings (BFIs) maintained at 36% or more and maintained at the required standard.	BFI content has fallen below 30% (B Site BFI) and/or 10% (C Site BFI), unless approved otherwise in advance by the Authority, and/or aviation fuel standards have not been maintained (BFIs and/or BFCVs).	BFI content has fallen below 35% (B Site BFI) and/or 15% (C Site BFI) without at least 48 hours' notice given to the Authority.	Fuel content in BFIs has dropped below 40% (B Site BFI) and/or 20% (C Site BFI), but Authority informed no later than 48 hours in advance, and/or any other shortfall in maintaining of fuel holdings, or risk of shortfall, in the Authority's opinion.	Reported by the Contractor, assured by the user.
5	Airfield Services Delivery	5.5	Has the Contractor carried out RNAS Yeovilton runway friction measurement to required standard and at the required frequency?	4.q	By exception	Contractor has carried out Runway friction test within 24 Hrs of request from the Authority. Up to 12 per annum	Contractor has not carried out the Runway Friction test within 4 working days of request from the authority.	Contractor has not carried out the Runway Friction Test within 24 hours of the request but completed within 4 working days.	Any other shortfall, or risk of shortfall, in ability to conduct runway friction test, in the Authority's opinion.	User complaint, for example.
5	Airfield Services Delivery	5.6	Has the Contractor maintained RNAS Yeovilton runway arrestor gear availability?	3.i, 4.p	By exception	Runway Arrestor Gear available when requested by the Authority and all daily and pre-use inspections fully complete prior to published airfield opening times and all faults and/or risk to availability reported to the Authority immediately.	Runway Arrestor Gear unavailable during airfield opening times and/or more than one (1) hour delay on airfield opening times.	Up to one (1) hour delay to Runway Arrestor Gear availability on published airfield opening times.	Any other shortfall, or risk of shortfall, in ability to conduct fixed-wing flying due to lack of runway arrestor gear, in the Authority's opinion.	User complaint, for example.
5	Airfield Services Delivery	5.7	Has the Contractor maintained Helicopter In-Flight Refuelling (HIFR) capabilities at the required readiness?	4.i, 5.j	By exception	Serviceable and JSP 317-compliant HIFR hose available for use in a real-time HIFR emergency during airfield opening times as laid down in the Defence Aerodrome Manual (DAM) for HIFR operations and training HIFR hoses available for use during airfield opening times.	Serviceable and JSP 317-compliant HIFR hose unavailable for use in a real-time HIFR emergency during airfield opening times as laid down in the DAM for HIFR operations.	Training HIFR hose not available for use during airfield opening times.	Any other shortfall, or risk of shortfall, in ability to conduct HIFR serials, in the Authority's opinion.	User complaint, for example.
5	Airfield Services Delivery	5.8	Has the Contractor maintained ground radio capabilities in the required quantities and at the required readiness?	4.s, 5.n	Monthly	Ground Radio available in the required quantities and at the required readiness.	RNAS Yeovilton and/or RNAS Culdrose ground radio has been unavailable for use for over 25% of the reporting period.	RNAS Yeovilton and/or RNAS Culdrose ground radio has been unavailable for use for over 10% of the reporting period.	Faults identified with the ground radio system and/or any other shortfall, risk of shortfall, to ground radio availability, in the Authority's opinion.	User complaint, for example.
5	Airfield Services Delivery	5.9	Has the Contractor provided output-critical information to the required standards and timescales to support 736 Naval Air Squadron? (Subject to inclusion of Section 7 at Contract Award.)	7.a, 7.b, 7.c	By exception	All required information provided at the correct time, place and assured standard.	Any more than one (1) instance of required information not provided at the correct time, place and/or assured standard.	One (1) instance of required information not provided at the correct time, place and/or assured standard.	Any other shortfall, or risk of shortfall, in the quality or timeliness of output provided, in the Authority's opinion.	User complaint, for example.

KPI		PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
5	Airfield Services Delivery	5.10	Has the Contractor delivered training and education outputs as required in support of aircraft engineering, off-aircraft engineering and airfield services outputs?	1.b, 3.e, 3.g, 4.d, 4.l, 5.e, 5.l	Monthly	Targeted Employment Modules (TEMs) and supporting briefs, as required by the Authority, completed so far as is reasonably practicable with no complaints received for training output.	Not applicable (except where escalated from ongoing Significant Discrepancy).	More than one (1) user complaint of TEMs and/or briefs not carried out as requested and/or not provided to the required standard.	Up to one (1) user complaint relating to TEMs and/or briefs or any other shortfall, or risk of shortfall, in Contractor-delivered training and/or education, in the Authority's opinion.	Measured monthly to quantify any rate of complaints; formal recording not required.
5	Airfield Services Delivery	5.11	Has the Contractor maintained anti-icing and/or de-icing services at the required readiness?	4.o	By exception	Anti-icing and de-icing services available at the required readiness for the Snow State in force.	Anti-icing and/or de-icing services not available when required or delivered late by 50% or more.	Anti-icing and/or de-icing services not available when required or delivered late by 25% or more.	Any other shortfall, or risk of shortfall, in the availability and/or readiness of anti-icing and/or de-icing services, in the Authority's opinion.	User complaint, for example.
6	Training Delivery	6.1	Has the Contractor delivered the flying training outputs for Commando Helicopter Force (CHF) to the required scope and timings? (Subject to inclusion of Section 6 at Contract Award.)	6.a, 6.b, 6.c	By exception	CHF flying training outputs delivered to the full scale and standard of the SOR.	90% or less of the SOR pilot and/or aircrewman output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR pilot and/or aircrewman output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall, or risk of shortfall, in volume or standard of pilot and/or aircrewman outputs, in the opinion of the Authority.	Measured on a rolling 4-month basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.
6	Training Delivery	6.2	Has the Contractor delivered flying training outputs for Merlin Helicopter Force (MHF) to the required scope and timings? (*Subject to inclusion of Section 8.a at Contract Award.)	8.a*, 8.b, 8.c	By exception	MHF flying training outputs delivered to the full scale and standard of the SOR.	90% or less of the SOR pilot, observer and/or aircrewman output volume delivered, unless otherwise approved in advance by the Authority, and/or more than one (1) user complaint regarding the standard of output provided.	95% or less of the SOR pilot, observer and/or aircrewman output volume delivered, unless otherwise approved in advance by the Authority, and/or one (1) user complaint regarding the standard of output provided.	Any other shortfall, or risk of shortfall, in volume or standard of pilot, observer and/or aircrewman outputs, in the opinion of the Authority.	Measured on a rolling 4-month basis. Contractor's timesheet data to be available to the Authority, if required, for example in the event of user complaint.
7	Contract Governance	7.1	Has the Contractor provided effective and efficient contract management, without undue burden on the Authority?	SOR (all), Schedules 5-17	By exception	No routine management of the Contractor's activity required on the part of the Authority.	More than eight (8) working hours per calendar month expended by the Authority on contract management activity that is within the Contractor's responsibility and capability.	Up to eight (8) working hours per calendar month expended by the Authority on contract management activity that is within the Contractor's responsibility and capability.	Any other shortfall, or risk of shortfall, in effective and efficient contract management, in the Authority's opinion.	As reported by Authority contract management.

	KPI	PI	Description	References (SOR unless stated otherwise)	Reporting Period	Satisfactory Performance	Major Performance Failure	Significant Performance Failure	Minor Performance Failure	Evidence
7	Contract Governance	7.2	Has the Contractor resolved issues with contracted outputs effectively and in good time?	SOR (all), Schedules 5-17	By exception	All output issues resolved to the Authority's satisfaction, within shortest reasonably practicable timescale and without management intervention by the Authority.	Not applicable (except where escalated from ongoing Significant Discrepancy).	Output issue with impact on the Authority's operating capabilities, without a resolution plan in place, to the standard and timescale agreed with the Authority, as soon as reasonably practicable.	Any other shortfall, or risk of shortfall, in effective and/or timely resolution of output issues, in the Authority's opinion.	As reported by Authority contract management.
7	Contract Governance	7.3	Has the Contractor provided reports to the appropriate standard and within the specified timescale?	Schedule 5	By exception	All reports received by the Authority within the specified timescale and to the appropriate standard.	More than two (2) specified reports not received by the Authority within the specified timescale and/or to the appropriate standard.	Up to two (2) specified reports not received by the Authority within the specified timescale and/or to the appropriate standard.	Any other shortfall, or risk of shortfall, in timely and/or accurate reporting, in the Authority's opinion.	Reports as specified.
7	Contract Governance	7.4	Has the Contractor communicated with the Authority effectively and in good time?	SOR (all)	By exception	Proactive and responsive communication by the Contractor in any event of issue with, or risk to, outputs or supporting functions.	Wilful deception and/or withheld information pertinent to the contract, including but not limited to delivery of outputs, supporting functions, quality, compliance, issues or risks.	Delayed, unclear, evasive and/or misleading communication by the Contractor in any event of any issue with, or risk to, outputs or supporting functions.	Any other shortfall, or risk of shortfall, in effective and/or timely communication by the Contractor, in the Authority's opinion.	User complaint, for example.
7	Contract Governance	7.5	Has the Contractor provided effective governance of the contract, attendance at meetings and/or appropriate escalation of risks and/or issues?	Schedule 5	Annual (Level 1), biannual (Level 2) and monthly (Level 3)	Full attendance at routine or exceptional management meetings by all nominated Contractor management (or delegated substitute, agreed by the Authority) and appropriate escalation of risks and/or issues by the Contractor.	Not applicable (except where escalated from ongoing Significant Discrepancy).	Non-attendance at routine and/or exceptional management meetings by any nominated Contractor management (or delegated substitute, agreed by the Authority) and/or inadequate escalation of risks and/or issues by the Contractor.	Any other shortfall, or risk of shortfall, in effective contract governance and/or issue escalation, in the Authority's opinion.	Level 1, Level 2 and Level 3 contract management meetings.
7	Contract Governance	7.6	Has the Contractor supported surge, out-of-hours and detachment requirements within required timescales?	SOR (all)	By exception	All surge, out-of-hours and detachment requirements delivered by the Contractor to the full range and volume and within required timescales.	More than one (1) requested surge and/or out-of-hours service not provided to the required range and/or volume or provided late by one (1) hour or more, where the agreed period of notice was given.	Up to one (1) requested surge and/or out-of-hours service not provided to the required range and/or volume or provided late by up to one (1) hour where the agreed period of notice was given.	Any other shortfall, or risk of shortfall, in range and/or scale of surge and/or out-of-hours and/or detachment requirements, in the Authority's opinion.	User complaint, for example.
7	Contract Governance	7.7	Does the Contractor have an effective system for identifying, implementing and enabling Continuous Improvement (CI)?	SOR (all)	Annual (Level 1), biannual (Level 2) and monthly (Level 3)	Effective system in place to identify and implement CI initiatives and opportunities and to enable Authority CI measures.	Not applicable (except where escalated from ongoing Significant Discrepancy).	No effective system in place to identify and/or implement CI initiatives and/or opportunities, and/or failure to enable reasonably practicable CI measures identified by the Contractor or Authority.	Any other concern regarding identification and/or implementation of CI initiatives, in the Authority's opinion.	Level 1, Level 2 and Level 3 contract management meetings.

[illegible]

SCHEDULE 4 ANNEX B – PERFORMANCE RETENTIONS & DEDUCTIONS

		KPI 1	KPI 2	KPI 3	KPI 4	KPI 5	KPI 6	KPI 7
SoR Ref	Service	Safety	Service Quality	Aircraft Engineering Service Delivery	Off-Aircraft Engineering Service Delivery	Airfield Services Delivery	Training Delivery	Contract Governance
1a, 1g, 1h	1							
1b	2							
1c	3							
1d	4							
1e	5							
1f	6							
2a to 2c	7							
3a to 3f, 3o to 3q	8							
3g	9							
3h	10							
3i	11							
3j	12							
3k	13							
3l	14							
3m	15							
3n	16							
4a to 4l, 4r, 4t, 4u	17							
4m 4n	18							
4o to 4q	19							
4s	20							
5a to 5m, 5o, 5p	21							
5n	22							
6a, 6c, 6d	23							
6b	24							
7a	25							
7b	26							
7c to 7e	27							
8a	28							
8b to 8d	29							
9a	30							
9b	31							
9c	32							
9d to 9f	33							
	Retention %	1.5%	1.5%	5%	5%	5%	5%	1.5%
	Deduction %	3%	3%	10%	10%	10%	10%	3%

Areas highlighted in grey indicate the KPIs that apply to the Services provided under each Service.

The Retention and Deduction percentages shall be calculated on the total amount due for the relevant month (per Annex B to Schedule 3) for the specific highlighted Service that correspond with the KPI that has been subject to a Performance Failure

Example Calculation

Note: These figures in the following example are for illustrative figures only and not any indication of expected or actual amounts due. Actual figures shall be calculated in accordance with the Service Costs in Annex B to Schedule 3.

If a Major Performance Failure occurred against KPI 6 and the monthly amounts due (per Annex B to Schedule 3) were as follows:

Service 23 £12,500
Service 24 £14,000
Service 28 £17,000
Service 29 £16,500

Then the total amount due for the month for the Service that correspond with KPI 6 would be:

Service 23, 24, 28 & 29 = £60,000

The Deduction Sum for the Major Performance Failure against KPI 6 would be calculated as 10% of that total amount due for that Service:

$£60,000 \times 10\% = £6,000$

The Deduction Sum for that specific KPI failure for that specific month would therefore be £6,000.



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SCHEDULE 5 – GOVERNANCE

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SCHEDULE 5 - GOVERNANCE

1 Introduction

1.1 This Schedule details the procedures to be followed by the Parties to facilitate management of the Contract.

2 Meetings

2.1 The Contractor and the Authority shall attend and shall procure the attendance of their respective representatives as required, or in the case of the Contractor as requested by the Authority, at meetings as set out in this Schedule 5.

2.2 The Contractor's Representatives should be authorised to represent their company at the correct level for the meeting they are due to attend (unless requested to represent at another level). Individuals should not represent multiple meeting levels on a regular basis.

2.3 Meetings shall generally be held as follows:

January – Level 1
February – Level 3
March – Level 3
April – Level 3
May – Level 2
June – Level 3
July – Level 3
August – Level 3
September – Level 3
October – Level 3
November – Level 2
December – Level 3

3 Level 1 Meeting

3.1 Membership

(a) Authority

- (i) Level 1 Chair;
- (ii) Navy Commercial Team Leader;
- (iii) NCHQ Financial Officer;
- (iv) Level 2 Chair;
- (v) NCHQ Designated Officer;
- (vi) if required, any other party requested by the Level 1 Chair.

(b) Contractor

- (i) members of Contractor's Executive Management (Operations Director, Senior Commercial Manager);

- (ii) more senior representation as required to address performance shortfall in accordance with Schedule 4 (Performance).
- (iii) Contract Manager / NAS General Manager;
- (iv) if required, any other party requested by the Contract Manager.

3.2 For any Level 1 Meeting to be quorate, there shall be at least two members of the Contractor's Executive Management team, the Contract Manager, Level 1 Chair and two of the Authority's Level 1 Representatives.

3.3 The aim of the Level 1 Meeting is for the Contractor to advise the Authority on the overall performance of this Contract against Key Performance Indicators (KPIs) and financial performance, and to manage and arbitrate disputes raised to the Level 1 Meeting.

3.4 The Level 1 Meeting shall:

- (a) be chaired by the Level 1 Chair;
- (b) review and consider the Annual Report;
- (c) review relationship management;
- (d) review Contractor performance against the KPIs and summary in the Annual Report;
- (e) review the continuous improvement and incorporate it into the Annual Report;
- (f) resolve issues that have been escalated from the Level 2 Meetings;
- (g) review the output planned for the following year and any strategic issues likely to affect the contract;
- (h) review the risks escalated from the Level 2 Meeting in accordance with paragraph 4.4d, together with the potential impact and proposed mitigation of each risk; and
- (i) review of a financial summary of this Contract.

3.5 The Level 1 Chair is authorised to:

- (a) arbitrate any issues referred from the Level 2 Meeting; and
- (b) sponsor, authorise and approve work for a Major Change.

3.6 The Level 1 Meeting shall be held annually on a mutually agreed date, or as may be required for resolution of issues escalated from Level 2 meetings.

3.7 The Contractor shall issue a calling notice, the Annual Report and any relevant documentation (including the Level 1 Progress Report) no later than ten (10) days in advance of the Level 1 Meeting.

3.8 Notwithstanding paragraph 3.6, in the case of resolution of issues, a Level 1 Meeting shall be convened no later than twenty (20) days following referral from the Level 2 Meeting.

3.9 If any Level 1 Meeting is convened but not quorate, the Level 1 Meeting shall be adjourned and reconvened as soon as reasonably practicable thereafter.

4 Level 2 Meeting

4.1 Membership

(a) Authority

- (i) Level 2 Chair;
- (i) NCHQ Designated Officer;
- (ii) Navy Commercial Officer;
- (iii) NCHQ Financial Officer;
- (iv) Establishment Representative;
- (v) each Air Station Level 3 representative; and
- (vi) If required, any other party requested by the Level 2 Chair.

(b) Contractor

- (i) Contract Manager / NAS General Manager / Commercial Manager;
- (ii) Members of Contractor's Executive Management (Operations Director) as required to address performance shortfall in accordance with Schedule 4 (Performance).
- (iii) if required, any other party requested by the Contract Manager;

4.2 For any Level 2 Meeting to be quorate, there shall be at least two members of the Contractor's Senior Management, the Contract Manager, the Level 2 Chair and two of the Authority's Level 2 Representatives.

4.3 The aim of the Level 2 Meeting is for the Contractor to advise the Level 2 Chair on the Contractor's performance in delivering the Services and any cost savings or continuous improvements made.

4.4 The Level 2 Meeting shall:

- (a) be chaired by the Level 2 Chair;
- (b) review and consider each of the Level 2 Progress Reports;
- (c) set strategic direction and guidance to the Level 3 Meetings;
- (d) review risks held by both the Authority and the Contractor escalated from the Level 3 Meeting in accordance with paragraph 5.5e, mitigate as appropriate and identify those risks together with potential impact and proposed mitigation to be raised at the Level 1 Meeting;

- (e) review Contractor performance against the KPIs and summary in the Level 2 Progress Report;
- (f) confirm any payment adjustment required for the previous period;
- (g) consider and approve contract change requests;
- (h) review Contractor performance against Continuous Improvement;
- (i) resolve issues that have been escalated from the Level 3 Meetings;
- (j) provide performance data, both operational and financial, to support the production of the Annual Report for the Level 1 Meeting;
- (k) produce the draft Annual Report for the Level 1 Meeting; and
- (l) review security and safety matters.

4.5 The Authority and the Contractor shall agree by Service Commencement Date methods of working by which the Level 2 Meeting can agree and then monitor the implementation of Urgent Operational Requirements (UORs) out of committee, subject to the provisions of Schedule 6 (Change).

4.6 The Level 2 Chair is authorised to:

- (a) approve Contractor payment in accordance with Schedule 3 (Price and Payment) taking account of any retentions or deductions made in accordance with Schedule 4 (Performance);
- (b) review and approve Remedy Plans produced as a consequence of a Performance Failure;
- (c) endorse the change in accordance with Schedule 6 (Change);
- (d) identify, authorise and approve UORs;
- (e) identify, authorise and approve Changes and present this to the Level 1 Meeting if required;
- (f) approve Outline Proposals in respect of continuous improvement and;
- (g) arbitrate any issues referred from the Level 3 Meeting, and where such issues remain unresolved, escalate such issues to the Level 1 Meeting.

4.7 The Level 2 Meeting shall be held every six months (or as may be required for the resolution of issues escalated from the Level 3 Meetings prior to reference to the Level 1 Meeting).

4.8 The Contractor shall issue a calling notice, the Level 2 Progress Report and any relevant documentation no later than ten (10) days in advance of the Level 2 Meeting.

4.9 Notwithstanding paragraph 4.7, in the case of resolution of issues, a Level 2 Meeting shall be held no later than twenty (20) days following referral from the Level 3 Meeting.

4.10 If any Level 2 Meeting is convened but not quorate, the Level 2 Meeting shall be adjourned and reconvened as soon as reasonably practicable thereafter.

5 Level 3 Meeting

5.1 The Level 3 Meeting shall be held monthly (or as may be required for the resolution of issues).

5.2 Membership

(a) Authority

- (i) Level 3 Chair;
- (ii) NAS Designated Officer Representatives;
- (iii) Customer Receiving Service representatives;
- (iv) Navy Command Commercial Representative; and
- (v) if required, any other party requested by the Level 3 Chair.

(b) Contractor

- (i) members of the Contractor's Establishment Delivery Team;
- (ii) Contract Manager / NAS General Manager; and/or
- (iii) members of the Contractor's Senior Management as required to address performance shortfall in accordance with Schedule 4 (Performance).

5.3 For any Level 3 Meeting to be quorate, there shall be at least two members of the Contractor's Establishment Delivery Team, the relevant Level 3 Chair and two of the Authority's Level 3 Representatives.

5.4 The aim of the Level 3 Meeting is to manage delivery of the Services in accordance with the Contract.

5.5 The Level 3 Meeting shall:

- (a) be conducted in accordance with the standing agenda set out at Annex A to this Schedule 5;
- (b) review the draft Level 3 Progress Report produced by the Contractor;
- (c) allow the Authority to endorse the monthly Performance report for Services received, in order to confirm the monthly payment to be made (and note any discrepancies for the quarterly reconciliation exercise); approved remotely by the Level 3 Chair if no Level 3 meeting is scheduled;
- (d) review Contractor performance in accordance with Schedule 4 (Performance);
- (e) review risks held by both the Authority and the Contractor, mitigate as appropriate and identify those risk together with potential impact and proposed mitigation to be raised at the Level 2 Meeting;

- (f) Prepare the Level 2 Progress Report for the Level 2 Meeting (post meeting);
- (g) review Contractor's continuous improvement;
- (h) discuss and resolve any operational issues;
- (i) review security and safety matters; and
- (j) provide performance data, both operational and financial, to support the production of the Annual Report by the Level 2 Chair.

5.6 Each Level 3 Chair is authorised to:

- (a) raise matters relating to Unsatisfactory Performance with the Contractor;
- (b) monitor the Contractor's progress against any Service Recovery Plan;
- (c) agree and manage with the Contractor minor change (each Level 3 Chair can only consider or approve Change within its allocation/authority);
- (d) endorse the content of Outline Proposals in respect of continuous improvement for approval at Level 2 Meetings;
- (e) Provide representation at the Level 2 Meeting (as requested);
- (f) oversee the application of this Contract at the Establishment in order to maximise benefits and demonstrate effectiveness in, but limited to, the following areas:
 - (i) actively seeking to work with the Contractor to identify and resolve risk;
 - (ii) encourage a culture of continuous improvement in the interest of the Authority and the Contractor; and
- (g) arbitrate any operational issues, and where such issues remain unresolved, escalate such issue to the Level 2 Meeting.

5.7 The Level 3 Meeting shall be held monthly within five (5) Business Days of the month end.

5.8 The Contractor shall issue a calling notice, the Level 3 Progress Report and relevant documentation no later than five (5) days in advance of the Level 3 Meeting.

5.9 if any meeting is convened but not quorate, the Level 3 Meeting shall be adjourned and reconvened as soon as reasonably practicable thereafter.

6 Authority Representatives

6.1 The Authority's Representatives shall act on behalf of the Authority in connection with this Contract and the Authority's Representatives shall be entitled to, and shall, exercise all of the functions of the Authority under this Contract and other Contract Documents, save as otherwise expressly provided or as notified by the Authority to the Contractor from time to time.

6.2 The Contractor shall allow the Authority's Representatives access to observe, quality assure, evaluate and study the provision of the Services at any time. The Contractor shall provide all such assistance and information as the Authority's Representatives may reasonably require.

6.3 No act or omission of the Authority's Representations or any officer, employee or other person engaged by the Authority shall, except as otherwise provided in this Contract:

(a) in any way relieve the Contractor from any liability, responsibility, obligation or duty under this Contract; or

(b) in the absence of an express order or authorisation under Schedule 6 (Change) constitute or authorise a change to the Services.

7 Contractor Representatives

7.1 The Contractor shall appoint competent and qualified persons to act as the Contractor's Representatives.

7.2 The Contractor shall use all reasonable endeavours to ensure the continuity in post of the Contractor's Representatives.

7.3 The Contractor shall ensure that there shall be no conflict for the Contractor's Representatives between the demands of this Contract and the demands of any other contract to which the Contractor is a party.

7.4 The Authority's Representatives shall be entitled to treat any decisions or acts which the Contractor's Representatives are authorised to take or do in connection with this Contract as being expressly authorised by the Contractor and the Authority's Representatives shall not be required to determine whether any express authority has in fact been given.

8 Minutes

8.1 The Contractor shall be responsible for taking the minutes of the meetings. These shall be forwarded within ten (10) days of the relevant meeting, in draft form, to the relevant Chair for agreement prior to the final version being issued.

8.2 Either Party may call an extraordinary meeting in addition to the prescribed frequency in this Schedule 5, having given justification and reasonable notice to the other Party.

9 Progress Reports

9.1 The Contractor shall provide the reports detailed in the table below to the Authority in electronic format at the frequency set out in the table below and at least ten (10) days before the Level 2 and Level 1 Meetings are scheduled to take place. Any report which contains financial information of any nature shall represent quantities exclusive of VAT.

No	Report	Frequency	Distribution
1	Level 3 Progress Report	Monthly	Level 3 Representatives
2	Level 2 Progress Report	Half Yearly	Level 2 Representatives
3	Annual Report	Annually	Level 1 Representatives

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SCHEDULE 5 ANNEX A – LEVEL 3 STANDING AGENDA

Item	Subject	Lead
1	Chair's opening remarks Communicate Level 2 Meeting direction and guidance (where applicable)	Chair
2	Agree minutes from the previous Level 3 Meeting	Chair
3	Outstanding actions from the previous Level 3 Meeting	Chair and Contract Manager
4	Discuss the Level 3 Progress Report	Chair and Contract Manager
5	Review complaints and remedial actions	Chair and Contract Manager
6	Agree any payment adjustments to be taken forward to quarterly reconciliation	Chair and Contract Manager
7	Agree items for inclusion at the Level 2 Meeting and in the Level 2 Progress Report	Chair and Contract Manager
8	Any other business	Chair
9	Date of the next Level 3 Meeting	Chair

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SCHEDULE 5 ANNEX B – REPORTS

Level 1 Report

The Annual Report shall incorporate as a minimum:

- (a) a general summary of performance over the period, including a summary of improvements and remedial actions taken during the year to improve performance;
- (b) an annual summary of the Performance Report. This may contain certain proposals to improve and streamline contract administration or tasks for consideration;
- (c) report on achievement of continuous improvement through efficiencies achieved during the preceding Contract year
- (d) an update on implementation of any change requests;
- (e) highlighting of issues/decision points relating to future tasks/performance;
- (f) annual risk review (summary of critical/high risks, their impact on the Authority's output and mitigations);
- (g) the Contractor's third-party (external/independent) audit report.

Level 2 Report

The Level 2 Progress Report shall incorporate as a minimum:

- (a) a general summary of performance over the period, including updates on remedial actions taken to improve performance;
- (b) The Level 2 Performance Report;
- (c) A summary of any reconciliation/performance payment adjustments due;
- (d) A list of impending issues/decision points relating to future tasks/performance.

Level 3 Report

The Level 3 Progress Report shall incorporate as a minimum:

- (a) Human Factors and Error Management competence data for aircraft engineering authorisation holding personnel;
- (b) Human Factors and Error Management competence data for all other personnel;
- (c) a general summary of performance over the period, including updates on remedial actions taken to improve performance;
- (d) The Level 3 Performance reports, to cover both attendance issues, adherence to SQEP requirements and safety performance;
- (e) number and category of failures and date and lengths of failures;

- (f) previous months' unsatisfactory performance not returned to satisfactory performance;
- (g) progress being made against any service recovery plan;
- (h) claims for any relief events;
- (i) A summary of any reconciliation/performance payment adjustments to be taken forward for agreement at the Level 2;
- (j) site specific issues;
- (k) any pending requirements for MOD-provided training;

Output Reports

The Contractor shall also provide the following Reports:

- (a) Quality Assurance Report: Monthly, provided by the third Business Day of the following month (unless agreed otherwise by the Authority);
- (b) Operational Support Machinery Equipment Spending Report: Monthly, by the third Business Day of the following month (unless agreed otherwise by the Authority).
- (c) Operational Support Machinery Equipment Replacement Plan: Annually, presented to the RNAS Yeovilton Delegated Officer (Representative) by the end of the calendar year.
- (d) Output volume reports: Measured monthly, to be available to the Authority upon request, for:
 - (i) Merlin Helicopter Force aircraft engineering supporting services (SOR ref 1.b, 1.c, 1.d);
 - (ii) Commando Helicopter Force aircraft engineering supporting services (SOR ref 9.b, 9.c) (subject to inclusion of Section 9 at Contract Award);
 - (iii) Wildcat Maritime Force aircraft engineering supporting outputs (SOR ref 2.a);
 - (iv) airworthiness assurance services (SOR ref 1.e-f, 9.a, 9.d) (subject to inclusion of Section 9 at Contract Award);
 - (v) Commando Helicopter Force flying training outputs (SOR ref 6.a, 6.b);
 - (vi) Merlin Helicopter Force flying training outputs (SOR ref 8.a (subject to inclusion at Contract Award), 8.b, 8.c).
- (e) Aviation Fuel Report: Monthly.

SCHEDULE 5 ANNEX C – CONTRACT DATA SHEET

Appendix - Addresses and Other Information

1. Commercial Officer:

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397
2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

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

9. Consignment Instructions:

The items are to be consigned as follows:

3. Packaging Design Authority:

Organisation and point of contact:

DES IMOC SCP TLS Packaging
MOD Abbey Wood,
Bristol, BS34 8JH

☎ +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

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

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

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

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

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

B. **JSCS**

JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com

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

As per section 2

(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

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

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

11. The Invoice Paying Authority:

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

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

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: DESLCSLS-

OpsFormsandPubs@mod.uk

*** NOTE**

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

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

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



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SCHEDULE 6 – CHANGE

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SCHEDULE 6 – CHANGE

1 Introduction

1.1 This Schedule details the procedures to be followed by the Parties in proposing and agreeing changes to the Services and for agreeing any applicable changes to Contract Price, in relation to such changes.

1.2 The Contract shall only be amended by the written agreement of the authorised representatives of both Parties. This shall consist of:

- (a) Change Request issued by the Authority;
- (b) Outline and Final proposal submitted by the Contractor;
- (c) issue of a serially numbered Contract Amendment Letter, by the Authority;
- (d) unqualified acceptance of the offer from the Contractor on DEFFORM 10B.

1.3 A Contract amendment shall come into force only when the both the Authority and the Contractor have signed the DEFFORM 10B. The Contractor shall not implement any change until the Authority has given its written approval.

1.4 Where an amendment results in a Contract Price change, that price shall be agreed prior to any formal amendment to the contract, in accordance with Schedule 3 (Price and Payment) and with consideration to the firm prices and additional hourly rates.

2 Routine Change

2.1 A Routine Change is a change requested by the Authority which cannot be effected by any other change mechanism provided for within this Contract.

2.2 In the event of a Routine Change, the Level 2 Chair may seek reasonable assistance from the Contractor in scoping such requirement in order to properly prepare the Routine Change Request.

2.3 The Level 2 Chair shall then issue a Routine Change Request to the Contractor which shall include sufficient information for the Contractor to develop an Outline Proposal.

2.4 Within ten (10) Business Days of receipt of the Routine Change Request or such longer period as may be agreed by the Parties, the Contractor shall submit an Outline Proposal to the Level 2 Chair, with a copy to the Authority Commercial Officer. The Outline Proposal shall include:

- (a) a statement of the impact of the Routine Change on the provision of the Services;
- (b) estimated timescales for implementation of the Routine Change;
- (c) whether relief from compliance with obligations of this Contract is required, including obligations to meet the Key Performance Indicators set out in Schedule 4 (Performance);
- (d) estimated SME support required (Contractor or Authority) in respect of the Routine Change;

(e) any estimated change in costs that results from the Routine Change and any adjustment required to the Contract Price calculated in accordance with Schedule 3 (Price and Payment);

(f) the responsibilities of the Authority, or its representatives, including any requirement for GFA in respect of, or as a result of, the Routine Change;

(g) any regulatory approvals which are required; and

(h) what resources are required for implementation and delivery of the Routine Change and in particular, where the Contractor considers that additional resources are required, the Contractor shall demonstrate to the Authority that the Routine Change Request cannot be implemented by using the resources that the Contractor is expressly or impliedly required to provide in order to carry out the Services.

2.5 As soon as practicable after the Level 2 Chair has received the Outline Proposal, the Contractor shall discuss and agree the Outline Proposal with the Level 2 Chair and the Authority's Commercial Officer, if necessary through a series of iterations. Where an Outline Proposal is submitted by the Contractor, any such change is subject to the agreement of the Authority.

2.6 As soon as practicable after the Outline Proposal has been agreed, the Contractor shall submit a Final Proposal to the Authority's Commercial Officer who shall then confirm in writing to the Contractor that the Final Proposal has been approved by the Level 2 Chair. The Parties shall work together in good faith to agree and implement an amendment to this Contract to reflect the Final Proposal.

2.7 Upon receipt of the Authority's Amendment Letter, the Contractor shall issue to the Authority's Commercial Officer a completed and signed DEFFORM 10B and implement the Routine Change.

2.8 In the event of the Contractor identifying a Routine Change, the Contractor shall be entitled to submit an Outline Proposal and the Parties shall then follow the Routine Change Process accordingly.

3 Urgent Change

3.1 An Urgent Change is a change requested by the Authority which requires immediate implementation as a matter of priority.

3.2 An Urgent Change shall fulfil each of the following criteria:

(a) the requirement is operationally urgent and the Service must be delivered in a timely manner to meet an unforeseen and/or specific threat or one that has recently escalated for unforeseen reasons;

(b) the Service cannot be met by the existing provision;

(c) the Urgent Change cannot be met through the redeployment of existing provisions;

(d) the capability required is theatre or operation specific and the Urgent Change must be specific to a particular requirement and not a broad capability gap;

(e) the quantity is sufficient only to support the specific Urgent Change identified and the quantity of capability procured should only be that required for the specific Urgent Change identified; and

(f) the quantity is limited to that required to fill the gap until a longer term solution is implemented. In the majority of cases this shall limit the provision to the use of the Contractor resources that are readily available, additional Contractor resources or revised use of Military Manpower.

3.3 Urgent Changes are not intended to be an enduring requirement and the provisions of resources for the design, planning, management and delivery of the Urgent Change shall be limited in scope to the minimum necessary to enable the Urgent Change to proceed until cessation of the requirement.

3.4 The decision on the declaration of an Urgent Change shall rest with the Level 2 Chair. The Level 2 Chair shall then issue an Urgent Change Request to the Contractor containing:

- (a) the Urgent Change identification number;
- (b) a statement of requirements in respect of such Urgent Change; and
- (c) the required timescales for delivery.

3.5 Within five (5) Business Days of receipt of the Urgent Change Request or such longer period as may be agreed by the Parties, the Contractor shall submit an Outline Proposal to the Level 2 Chair, with a copy to the Authority's Commercial Officer. The Outline Proposal shall include:

- (a) a statement of the impact of the Urgent Change on the provision of the Services;
- (b) estimated timescales for implementation of the Urgent Change;
- (c) whether relief from compliance with obligations of this Contract is required, including obligations to meet the Key Performance Indicators set out in Schedule 4 (Performance);
- (d) estimated SME support required (Contractor or Authority) in respect of the Urgent Change;
- (e) any estimated change in costs that result from the Urgent Change and any adjustment required to the Contract Price calculated in accordance with Schedule 3 (Price and Payment);
- (f) the responsibilities of the Authority, or its representatives, including any requirement for GFA in respect of, or as a result of, the Urgent Change;
- (g) any regulatory approvals which are required; and
- (h) what resources are required for implementation and delivery of the Urgent Change and in particular, where the Contractor considers that additional resources are required, the Contractor shall demonstrate to the Authority that the Urgent Change Request cannot be implemented by using the resources that the Contractor is expressly or impliedly required to provide in order to carry out the Services.

3.6 As soon as reasonably practicable, and normally within ten (10) Business Days following receipt of the Contractor's proposal, the Level 2 Chair shall confirm to the

Contractor which delivery option it wishes to pursue or the Authority may choose to utilise additional military resources in order to deliver the Urgent Change.

3.7 The Level 2 Chair shall inform the Authority's Commercial Officer of the preferred Urgent Change solution, as soon as reasonably practicable, and normally within Ten (10) Business Days the Authority's Commercial Officer shall instruct, in writing, the Contractor to proceed.

3.8 Upon receipt of the Authority's Amendment Letter, the Contractor shall issue to the Authority's Commercial Officer a completed and signed DEFFORM 10B and implement the Urgent Change.

4 Continuous Improvement Change

4.1 A Continuous Improvement Change is a change arising from potential improvements to the Services suggested by the Authority and/or the Contractor, which requires the Parties to agree an amendment to this Contract.

4.2 Continuous Improvement may include opportunities for Gainshare in relation to the following:

- (a) simplification of processes;
- (b) reductions in resources through efficiencies;
- (c) income generation from exploitation of spare capacity.

4.3 If the suggestion is agreed by the Parties, the following process shall apply;

- (d) the Contractor shall, with the input and support of a nominated Authority Designated Officer, develop an Outline Proposal;
- (e) the Outline Proposal shall be submitted to the Level 2 Chair at the next Level 2 Meeting for approval to proceed with development and submission of a Final Proposal; and
- (f) the Contractor shall then within ten (10) Business Days, or such other period as may be agreed between the Parties, of the Level 2 Meeting at which the relevant Outline Proposal was approved by the Level 2 Chair, produce and submit that Final Proposal to the Level 2 Chair for final approval.

4.4 if at any point in the process endorsement or approval is not given, the decision shall be recorded and no further action shall be taken.

4.5 The Parties shall work together to agree and implement an amendment to this Contract to reflect the Final Proposal, no later than three months following acceptance of the Final Proposal.

4.6 Upon receipt of the Authority's Amendment Letter, the Contractor shall issue to the Authority's Commercial Officer a completed and signed DEFFORM 10B and implement the Continuous Improvement Change.

5 Break of Services

5.1 Break of Services is a change notified by the Authority requiring the permanent cessation of a Service or Services and for which there is no replacement or continuing

requirement to be performed by the Contractor under this Contract for the remainder of the Contract Term. For the avoidance of doubt, this Break of Services does not constitute a termination of the contract as a whole.

5.2 The Authority shall, in addition to its rights under any other provisions of this Contract, have the right to determine any Service or Services, from the Statement of Requirements where the relevant Service or Services are no longer required by the Authority by giving to the Contractor not less than thirty (30) Business Days' notice (the "Service Termination Notice").

5.3 The Contractor shall notify the Authority within ten (10) Business Days of receipt of the Service Termination Notice if it believes that the notice period is insufficient to allow it to comply with the Law in conducting employee consultations, and shall provide evidence of this to the Authority's reasonable satisfaction. Upon receipt of the Contractor's request and satisfactory evidence, the Authority shall extend the notice period by a reasonable period of time to enable the Contractor to conduct employee consultations in accordance with Law.

5.4 Upon the expiration of the notice period set out in the Service Termination Notice, the relevant Service or Services shall be determined without prejudice to the rights of the Parties already accrued as at the Service Termination Date, but subject to the operation of the provisions of this paragraph 5.

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

- (a) to direct the Contractor, where the Service has not commenced, to refrain from commencing the Service;

- (b) to direct the Contractor to complete in accordance with this Contract all of the Service or Services, or any part or component thereof in the course of development or delivery at the expiration of the Service Termination Notice and to deliver the same at such time, or times, as may be mutually agreed on, or in absence of agreement, at any time or times specified for that Service in this Contract. All Services delivered by the Contractor in accordance with such directions shall be paid for at a fair and reasonable price; and

- (c) to direct the Contractor to, as soon as may be reasonably practicable after receipt of such Service Termination Notice:

- (i) take such steps as shall ensure that the delivery of the Service, including any elements or parts thereof, is reduced as rapidly as possible; and

- (ii) determine on the best possible terms such Sub-Contracts and orders for materials or services sub-contracted as have not been completed, observing in connection with this any direction given under this paragraph 5 as far as may be possible.

5.6 In the event of such Service Termination Notice being given;

- (a) the Authority shall pay the Contractor fair and reasonable prices for each Service performed or partially performed in accordance with this Contract;

- (b) the Contractor shall prepare and deliver to the Authority within an agreed period, or in default of agreement within such reasonable period as the Authority may specify,

a list of all Authority Property or other loaned items liable to be taken over by, or previously belonging to, the Authority, and shall deliver such Authority Property and loaned items in accordance with the directions of the Authority who shall pay to the Contractor fair and reasonable handling and delivery charges incurred in complying with such directions;

5.7 Subject to redundancy provisions within Schedule 3 (Price and Payment), the Authority shall not be liable to pay under the provisions of this clause any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Contract, shall exceed the total price for the Services payable under this Contract.

5.8 The Authority shall not be liable under this paragraph 5 to pay any sum which:

(a) would be claimable under any insurance held (or required to be held) by the Contractor, but for the fact that the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy, or has failed to take out or maintain any insurance that it is required to take out and/or maintain; or

(b) relates to, or arises from, the existence or termination of any Sub-Contract.

5.9 Upon receipt of the Authority's Amendment Letter, the Contractor shall issue to the Authority's Commercial Officer a completed and signed DEFFORM 10B and cease to provide the named Service or Services from the agreed date.



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SCHEDULE 7 – GOVERNMENT FURNISHED ASSETS

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SCHEDULE 7 – GOVERNMENT FURNISHED ASSETS

1. Introduction

1.1 This Schedule details the Government Furnished Assets that the Authority will make available to the Contractor for use whilst delivering the Services under the Contract.

1.2 The log at Annex A may change throughout the duration of the Contract if new items are provided to the Contractor and existing items are returned to the Authority.

1.3 All assets included in this log will be considered to have passed to the Contractor and will become the responsibility of the Contractor until such time as the Authority accepts that they have been returned.

2. Aircraft Support Equipment and Ground Support Equipment

2.1 Aircraft Ground Support Equipment (ASE/GSE) may be transferred on a temporary basis for the maintenance, servicing and defect rectification purposes detailed at section 3 of Schedule 2 (Statement of Requirements). This list may change throughout the duration of the Contract if the Authority introduces new ASE/GSE, changes the support arrangements for existing equipment and/or retires any of the listed equipment from service. The Contractor is to manage any such equipment as is transferred to their custody in accordance with the Authority's policies for stockholding sites.



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SCHEDULE 8 – SECURITY

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SCHEDULE 8 – SECURITY

1. Introduction

1.1 This Schedule details the elements of the Contract which the Authority consider to be sensitive and/or classified.

1.2 The Contractor shall ensure that assets, documents and information are handled in the accordance with the Annexes to this Schedule.

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SCHEDULE 9 – TRANSFER REGULATIONS

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SCHEDULE 9 - TRANSFER REGULATIONS

PART 1 - EMPLOYEE TRANSFER ARRANGEMENTS ON ENTRY

1 DEFINITIONS

1.1 In this Schedule 9 Part 1, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) of the Contract.

1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, in this Schedule 9 Part 1 unless the context otherwise requires:

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

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

"Former Authority Employee" means at any time any person whose employment previously transferred to a contractor or its sub-contractor pursuant to the Transfer Regulations and who has, pursuant to this Contract and the Transfer Regulations, transferred to the Contractor or any Sub-contractor *provided that* since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;

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

"Previous Contractor" means Babcock Aerospace Ltd;

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

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

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

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

"Services" shall have the meaning specified in Schedule 1 (Definitions);

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate;

2 PREVIOUS CONTRACTOR EMPLOYEES

2.1 Employee Information

- 2.1.1 No later than three months prior to the Relevant Transfer Date the Authority shall provide to the Contractor the information listed in Appendix 2 of this Schedule 9 Part 1 in respect of Previous Contractor Employees to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.2 The Authority shall provide the Contractor with any update to the information provided under paragraph 2.1.1 as soon as is reasonably practicable, to the extent that such information has been provided to the Authority by the Previous Contractor.
- 2.1.3 The Contractor shall provide any information provided to it by the Authority pursuant to paragraph 2.1.1 to an Employing Sub-Contractor within seven Business Days of receipt to the extent that such Previous Contractor Employees are to transfer to an Employing Sub-Contractor under a Relevant Transfer on the Relevant Transfer Date.
- 2.1.4 Paragraph 2.1.1 is subject to the Authority and any Previous Contractor's obligations in respect of the Data Protection Legislation and any data provided by the Authority in accordance with paragraph 2.1.1 shall be provided in anonymous form in order to enable its disclosure. To the extent anonymous data has been provided by the Authority pursuant to its obligations under Paragraph 2.1.1 above, the Authority shall provide full data no later than 28 days prior to the Relevant Transfer.
- 2.1.5 The Authority does not warrant the accuracy of the information provided under paragraph 2.1.1.

2.2 Obligations in respect of Previous Contractor Employees

- 2.2.1 The Contractor and the Authority acknowledge (and the Contractor shall procure that the Employing Sub-Contractor acknowledges) that the provision of the Services under this Contract will constitute a Relevant Transfer.
- 2.2.2 The Contractor agrees (and will procure that the Employing Sub-Contractor agrees) that from the Relevant Transfer Date the contracts of employment of any Previous Contractor Employees together with any collective agreements (save insofar as such contracts and such agreements relate to benefits for old age, invalidity or survivors under any occupational pension scheme) will take effect as if originally made between the Contractor or an Employing Sub-Contractor and the Previous Contractor Employees (or the relevant trade union, as the case may be) subject to any variations to such contracts of employment made pursuant to Regulation 9 of the Transfer Regulations, where applicable.

- 2.2.3 Save for any liabilities in respect of Previous Contractor Employees under a Relevant Statutory Scheme or Schemes, the Contractor or Employing Sub-Contractor (as the case may be) shall have responsibility for all emoluments and outgoings (including without limitation all wages, bonuses, commissions, payments in respect of holiday taken after the Relevant Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Previous Contractor Employees with effect from and including the Relevant Transfer Date and shall indemnify the Authority and the Previous Contractor in respect of the same.

2.3 Indemnities

- 2.3.1 The Contractor shall indemnify and hold harmless the Authority and any Previous Contractor against all demands, claims, liabilities, losses and damages, costs and expenses (including all interest, penalties, legal and other costs and expenses) together with any applicable Value Added and similar taxes or liability for deduction of PAYE tax properly incurred by the Authority or any Previous Contractor arising out of or in connection with:
- (a) any breach by the Contractor and/or any Employing Sub-Contractor of their obligations under Regulation 13 of the Transfer Regulations;
 - (b) any act or proposal by the Contractor or any Employing Sub-Contractor prior to or following the Relevant Transfer Date which amounts to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or to make a substantial change in working conditions of any Previous Contractor Employee to the material detriment of that employee. For the purposes of this sub-clause the expressions “repudiatory breach”, “substantial change” and “material detriment” shall have the same meanings as for the purposes of Regulation 4(9) and 4(11) of the Transfer Regulations; and
 - (c) any collective agreement or any arrangement with any trade union or staff association after the Previous Contractor Relevant Transfer Date.
 - (d) any variations or proposed variations to any Previous Contractor Employee’s terms and conditions of employment pursuant to regulations 4(5) and 4(5B) of the Transfer Regulations.

3 GENERAL PROVISIONS APPLICABLE TO PREVIOUS CONTRACTOR EMPLOYEES AND CONTRACTOR PERSONNEL

3.1 Contractor Indemnity

- 3.1.1 The Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with the employment or termination of employment by the Contractor or any Employing Sub-Contractor of any person (including the Previous Contractor Employees) engaged in connection with the provision of the Services during the term of this Agreement.

3.2 Post Transfer Reporting

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

- (a) any proposed, agreed or imposed changes to terms and conditions of service;
- (b) disputes relating to compliance with the Transfer Regulations which are regarded as unresolved by a recognised Trade Union;
- (c) any court action or tribunal proceedings relating to compliance with the Transfer Regulations;
- (d) completed court action or tribunal proceedings relating to compliance with the Transfer Regulations; and
- (e) out of court settlements relating to compliance with the Transfer Regulations if possible having regard to the wording of the settlement.

LIST OF FORMER AUTHORITY EMPLOYEES

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS AGREEMENT

PART A

1. Pursuant to paragraph 2.1.1 of this Schedule 9 Part 1, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- d) Conditioned hours of work;
- e) Employment Status;
- f) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- g) Details of training or sponsorship commitments;
- h) Standard Annual leave entitlement and current leave year entitlement and record;
- i) Annual leave reckonable service date;
- j) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- k) Information of any legal proceedings between employees and their employer within the previous two years or any such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken within the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Civil Service Pension Scheme Membership (Opt-out of Civil Service Pension Scheme, Classic, Classic Plus, Premium, Defined Contribution) or, where relevant Contractor Scheme or other Contractor/Sub-Contractor pension scheme membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

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

1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

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

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

PART C

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

1.7.1 Performance Appraisal

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

1.7.2 Superannuation and Pay

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

PART 2 – STAFF TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

- 1.1 In this Schedule 9 Part 2, save where otherwise provided, words and terms defined in Schedule 1 (Definitions) or Schedule 9 Part 1 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions) or Schedule 9 Part 1 of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract or Schedule 9, Part 1, in this Schedule 9 Part 2 unless the context otherwise requires:

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

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

"Former Authority Employee" means at any time any person whose employment previously transferred to a contractor or its sub-contractor pursuant to the Transfer Regulations and who has, pursuant to this Contract and the Transfer Regulations, transferred to the Contractor or any Sub-contractor *provided that* since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;

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

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

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate;

2. EMPLOYMENT

- 2.1 **Information on Re-tender, Partial Termination, Termination or Expiry**
- 2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):

- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
- (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule 9 Part 2 relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer, separately identifying those former employees of the Authority whose employment previously transferred to the Contractor and/or Employing Sub-Contractor and who continue to be eligible under New Fair Deal (as defined and set out in Part 3 (Pension Matters) of this Schedule);
- (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
- (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
- (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.

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

- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of Part 2 of this Schedule 9 (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
- (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
- (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.

2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of Part 2 of this Schedule 9 (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date.

- 2.1.4 Within 14 days following the relevant Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of this Schedule 9 in respect of Subsequent Transferring Employees.
- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its reasonable endeavours to obtain the consent of its employees (and shall procure that its Sub-Contractors use their reasonable endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. To the extent anonymous data has been provided by the Contractor pursuant to its obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious misconduct or for poor performance,

save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3, 2.1.4 or 2.1.6 of this Schedule 9 Part 2.

- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.5 of this Schedule 9 Part 2 request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure any Sub-Contractor will provide the information requested within 28 days of receipt of that request.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an "**Unexpected Subsequent Transferring Employee**") that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:
- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to compliance with its obligations at paragraph 2.3.1(c)(iii)), serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment; and

- (c) the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:
- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
 - (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
 - (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
 - (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);
 - (v) reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
 - (vi) legal and other professional costs reasonably incurred;

2.3.2 the Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

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

2.4.1 If on the expiry, termination or partial termination of the Contract there is a Subsequent Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Contractor or any Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of or in connection with or as a result of a substantial change by the Authority [or a New Provider or any sub-contractor of a New Provider] on or after the Subsequent Transfer Date to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial

change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 Contracts (Rights of Third Parties) Act 1999

- 2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.
- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.6 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 General

- 2.6.1 The Contractor shall not recover any Costs and/or other losses under this Schedule 9 where such Costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

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

1. Pursuant to paragraph 2.1.1(b) of Part 2 of this Schedule 9, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
3.
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership (including for Former Authority Employees or other former Civil Servants who are current members of the Civil Service Pension Schemes (PCSPS/alpha));
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);

3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

1. Pursuant to paragraph 2.1.2 of this Schedule 9, part 2, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

1.1 Personal, Employment and Career

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- k) Annual leave reckonable service date;
- l) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- m) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

1.2 Superannuation and Pay

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or taken during the last two years;

- b) Annual salary and rates of pay band/grade;
- c) Shifts, unsociable hours or other premium rates of pay;
- c) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Civil Service Pension Scheme Membership (Opt-out of Civil Service Pension Scheme, Classic, Classic Plus, Premium, Defined Contribution) or, where relevant Contractor Scheme or other Contractor/Sub-Contractor pension scheme membership;
- h) For pension purposes, the notional reckonable service date;
- i) Pensionable pay history for three years to date of transfer;
- j) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- k) Percentage of pay currently contributed under any added years arrangements.

1.3 **Medical**

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

1.4 **Disciplinary**

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on going.

1.5 **Further information**

- a) Information about specific adjustments that have been made for an individual under the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

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

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

PART C

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

1.7.1 Performance Appraisal

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

1.7.2 Superannuation and Pay

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

PART 3 – PENSION MATTERS

- 1.1 In this Schedule 9 Part 3, save where otherwise provided, words and terms defined in Schedule 1 (Definitions), Schedule 9 Part 1 or Schedule 9 Part 2 of the Contract shall have the meaning ascribed to them in Schedule 1 (Definitions), Schedule 9 Part 1 or Schedule 9 Part 2 of the Contract.
- 1.2 Without prejudice to Schedule 1 (Definitions) of the Contract, Schedule 9 Part 1, or Schedule 9, Part 2, in this Schedule 9 Part 3 unless the context otherwise requires:

“Active Member” means an individual who has been admitted to and remains in active membership of any of the Schemes.

“Admission Agreement” means in relation to the Contractor or a Sub-contractor an agreement made (or to be made) between (1) The Minister for the Cabinet Office (2) the Contractor or the Sub-contractor, as the case may be, and (3) the Authority relating to the participation of the Contractor or the Sub-contractor, as applicable, in the Schemes for the benefit of those of the Former Authority Employees who are for the time being employed by the Contractor or the Sub-contractor, as applicable, and which is substantively in the form set out in Annex A to this Schedule.

“alpha” means the public service pension scheme for civil servants established under the Public Service Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme).

“Employer Contributions” means the sums which are payable to the Pension Schemes in accordance with paragraph 7.1.5, 7.1.7 and 7.2 of the Admission Agreement in respect of the Former Authority Employees, whether by the Contractor, Sub-contractor or Sub-sub-contractor. For the avoidance of doubt, the employee redundancy compensation payment amount which is taken into account under clause 7.2 of the Admission Agreement is not included as part of the pass-through under paragraph 2.1.4.

“Former Authority Employee” means at any time any person whose employment previously transferred to a contractor or its sub-contractor pursuant to the Transfer Regulations and who has, pursuant to this Contract and the Transfer Regulations, transferred to the Contractor or any Sub-contractor *provided that* since such person was employed by the Authority (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;

“New Fair Deal” means the revised Fair Deal policy set out in HM Treasury’s guidance “Fair Deal for staff pensions: staff transfers from central government” issued in October 2013.

“PCSPS” means the Principal Civil Service Pension Scheme established under The Superannuation Act 1972.

“Pension Schemes” means alpha and/or the PCSPS whichever is or are relevant in the context (and includes, unless the context otherwise requires, the respective managers from time to time of such scheme or schemes).

“Relevant Benefits” means any benefit payable on retirement, on death, on reaching a particular age, on the onset of serious ill-health or incapacity or in similar circumstances (including the provision of medical, dental or similar benefits).

“Relevant Transfer Date” means the date on which a transfer to the Contractor or a Sub-contractor is effected pursuant to this Contract and the Transfer Regulations.

“Schemes” means the PCSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, and alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes.

“Transfer Regulations” means the means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate.

2. Pensions

2.1 The Contractor shall:

2.1.1 comply with the Admission Agreement to which it is a party and shall not terminate the Admission Agreement while the Contractor is providing any of the Services;

2.1.2 ensure that on each occasion (including, but without limitation, on the termination of a contract between the Contractor and a Sub-contractor) any Former Authority Employee becomes an employee of the Contractor pursuant to the Transfer Regulations (and the date upon which he becomes such an employee is called the “Employment Date”) the Former Authority Employee if not already an Active Member of the Pension Schemes becomes such an Active Member with effect as on and from the Employment Date provided that this is permitted under the terms of the Pension Schemes and the Admission Agreement as applicable; and

2.1.3 ensure that in relation to each Former Authority Employee who immediately prior to the Employment Date is an Active Member or who becomes an Active Member with effect from that date and for so long as the Former Authority Employee is employed by the Contractor and is assigned to or otherwise engaged at least to the minimum extent specified in the Admission Agreement in the provision of the Services or any of them:

2.1.3.1 it is an express term of the contract of employment of the Former Authority Employee with the Contractor that the Contractor shall ensure that (subject to the terms from time to time of the Schemes and the Admission Agreement) the Former Authority Employee may be and may continue to be an Active Member; and

2.1.3.2 each such Former Authority Employee is able to be and remain such an Active Member;

2.1.4 The contractor agrees that the Employer Contributions shall be priced on a pass-through basis in accordance with Schedule 3 (Price and Payment).

2.1.5 if it is in arrears in respect of any contributions due to the Schemes in respect of any Former Authority Employee, agree (which agreement the Contractor hereby irrevocably gives) that the Authority may deduct an amount equal to that

which is overdue from any monies due to the Contractor and pay that amount to the relevant Scheme.

- 2.2 The Contractor shall ensure that no Sub-contractor by whom any of the Former Authority Employees become employed pursuant to the Transfer Regulations is appointed unless the contract under which the Sub-contractor is to provide any of the Services (the "Contract") contains terms which provide for the following:
- 2.2.1 a condition precedent (which may not be waived) to such contract becoming effective is that there is in force an Admission Agreement between (1) The Minister for the Cabinet Office (2) the Sub-contractor, and (3) the Authority;
 - 2.2.2 the Sub-contractor must at all material times comply with the Admission Agreement and will not terminate the Admission Agreement while the Sub-contractor is providing any of the Services;
 - 2.2.3 a breach of the Admission Agreement which is not capable of remedy or which if it is capable of remedy is not remedied within [10] Business Days of the Sub-contractor being given notice of such breach by the Schemes, the Minister for the Cabinet Office (in respect of the Admission Agreement) or the Authority is an event of default by the Sub-contractor enabling the other party to the Contract to terminate the Contract or the Contractor to terminate the Sub-contract (which the Contractor undertakes to the authority to do if directed to do so by the Authority) immediately on the giving of notice and no notice to waive the event of default or which states that termination is not immediate and reserves a future right to terminate may be given without the consent in writing of the Authority;
 - 2.2.4 on each occasion (including, but without limitation, the termination of any contract pursuant to which the Sub-contractor sub-subcontracts the provisions of any of the Services) any Former Authority Employee becomes an employee of the Sub-contractor pursuant to the Transfer Regulations the Former Authority Employee shall if he is not already an Active Member of the Pension Schemes become such an Active Member with effect as on and from the date upon which he becomes such an employee provided that this is permitted under the terms of the Pension Schemes and the Admission Agreement;
 - 2.2.5 on each such occasion the Sub-contractor must make it a term of the contract of employment of each Former Authority Employee employed by the Sub-contractor that the Sub-contractor must ensure that the Former Authority Employee may be an Active Member at all times he is assigned to or otherwise engaged at least to the minimum extent specified in the Admission Agreement in the provision of any of the Services (subject to the terms of the Schemes from time to time and the Admission Agreement);
 - 2.2.6 any contract pursuant to which the Sub-contractor sub-contracts to another person (the "Sub-sub-contractor") and which results in any Former Authority Employer becoming an employee of the Sub-sub-contractor pursuant to the Transfer Regulations must contain the same terms as must be included in the Sub-contractor's contract in accordance with this Clause [2.2] and such contract shall not take effect unless and until there is in force an Admission Agreement to which the Sub-sub-contractor is a party; and
 - 2.2.7 the Sub-contractor must use its best endeavours to enforce the terms of his

contract with the Sub-sub-contractor which must be included in that contract in accordance with this paragraph 2.2.

- 2.3 The Contractor shall indemnify the Authority and at all times keep the Authority indemnified in respect of any Claim in connection with any failure or alleged failure by the Contractor, the Sub-contractor or Sub-sub-contractor as the case may be, to comply with the Schemes or the Admission Agreement to which the Contractor, the Sub-contractor or the Sub-sub-contractor as the case may be, is a party or to comply with (in the case of the Contractor) the provisions of this paragraph 2 or (in the case of a Sub-contractor or Sub-sub-contractor) the provisions to be included in the Contract pursuant to paragraph 2.2.
- 2.4 If the Sub-contractor or Sub-sub-contractor fails to pay by the due date any amount payable to any of the Schemes the Authority may deduct an amount equal to that which has not been paid from any money otherwise payable by the Authority to the Contractor and pay that amount to the Schemes.
- 2.5 Save with the approval of the Authority the Contractor shall not and shall procure any Sub-contractor and/or Sub-sub contractor as applicable shall not on or after the earliest of:
 - 2.5.1 the date which is eighteen (18) months before the Expiry Date;
 - 2.5.2 the Authority giving the Contractor a Termination Notice terminating the whole of this Agreement or any part of the Services;
 - 2.5.3 the Contractor giving notice under clause 53.2 (termination for Force Majeure) and such notice is accepted by the Authority;
 - 2.5.4 on notification to the Contractor by the Authority of a replacement contractor; and
 - 2.5.5 on receipt by the Contractor of a written request by the Authority, allow (other than as required by law or an amendment to the Schemes) the grant or variation of any new or existing Relevant Benefits for or in respect of any employee of the Contractor to be made, announced or proposed.
- 2.6 The Contractor shall not and shall procure that the Sub-contractor and/or Sub-sub contractor shall not issue any announcements to Former Authority Employees prior to the Relevant Transfer Date concerning the matters in this paragraph 2 without the consent in writing of the Authority (such consent not to be unreasonably withheld or delayed) and the Authority shall not issue any such announcement without the consent of the Contractor (such consent not to be unreasonably withheld or delayed).
- 2.7 The Contractor shall procure, and shall ensure that any Sub-contractor or Sub-sub-contractor shall procure, that any information to be provided to the Authority pursuant to the Admission Agreement is sent to the Commercial Officer detailed in Annex C to Schedule 5 (Governance).
- 2.8 The Contractor shall not recover any costs and/or other payments in relation to New Fair Deal where such costs and/or payments are recoverable or have already been recovered by the Contractor elsewhere in this Contract or otherwise. If the Contractor does recover costs and/or other payments as set out in this paragraph 2.8 the Authority may deduct an amount equal to the amount of such costs and/or other payments from any money otherwise payable by the Authority to the Contractor.

- 2.9 The Contractor shall provide and shall procure each Sub-contractor or Sub-sub-contractor as appropriate provides all such co-operation and assistance as the Schemes and a Replacement contractor or sub-contractor of a replacement contractor and/or the Authority may reasonably require to enable the replacement contractor or sub-contractor of a replacement contractor to participate in the Schemes in respect of any Former Authority Employee and to give effect to any transfer of accrued rights required as part of the participation under New Fair Deal.
- 2.10 The Contractor undertakes to the Authority to indemnify and keep indemnified the Authority on demand against any liability out of or attributable to or in any way connected with the transmission of information supplied to it by the Contractor, Sub-contractor or Sub-sub-contractor as in connection with a re-tendering or proposed re-tendering of all or any of the Services.

SCHEDULE 9 ANNEX A – ADMISSION AGREEMENT

Insert form of Admission Agreement



Ministry
of Defence

SCHEDULE 10 – IMPLEMENTATION MANAGEMENT

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SCHEDULE 10 – IMPLEMENTATION MANAGEMENT

1 Introduction

1.1 This Schedule details the Contractors methodology for ensuring that it meets all its obligations during the Implementation Period, to enable a smooth transfer of Services from the previous contract and so that it is ready to deliver all Services from the Service Commencement Date. This forms the Contractors Implementation Management Plan at Annex A to this Schedule 10.

1.2 Whilst the Contractors Implementation Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Implementation Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) Implementation Programme;
- (b) Implementation management team;
- (c) plans for management of implementation phase including scheduling/recording of meetings;
- (d) process for liaison with previous contractor;
- (e) plans for transfer of any Government Furnished Assets;
- (f) plans for transfer of personnel under TUPE;
- (g) process for ensuring all personnel (including those transferred under TUPE) are suitable to deliver the Services from Service Commencement Date;
- (h) process for ensuring that the Quality Management System will be implemented;
- (i) any dependencies on the Authority

2 Implementation Activities

2.1 The following are considered to be the key Implementation Activities that the Contractor must meet during the Implementation Period:

- (a) establishment of an Implementation manager and team;
- (b) schedule of meetings for implementation;
- (c) establishment of suitably trained personnel;
- (d) transfer of personnel under TUPE, where required;
- (e) completion of a skills audit of personnel (including those transferred under TUPE);

- (f) establishment of suitable IT systems;
- (g) fully on-boarding of Exostar account;
- (h) communications to stakeholders;
- (i) review of Establishment Standing Orders, for elements of the Services the Contractor is responsible for;
- (j) handover from previous contractor including transfer of data/information;
- (k) transfer of Government Furnished Assets;
- (l) providing evidence of ISO9001 accreditation (or equivalent);
- (m) providing evidence of ISO14001 accreditation (or equivalent);
- (n) providing evidence of Operators Licence for bulk fuel carrying vehicles;
- (o) providing evidence of full List X Status, if required;
- (p) providing evidence of MAOS approval;
- (q) providing an Admissions Agreement;
- (r) completion of Cyber Implementation Plan, if required;
- (s) agreement of tenancy/lease, if required;
- (t) provision of Guarantee, if requested;
- (u) liaison with the Authority in relation to any ITAR requirements.

3 Implementation Programme

3.1 The Contractor shall provide an Implementation Programme which shall detail all the activities it shall undertake during the Implementation Period with milestones and durations.

4 Implementation Governance

4.1 Implementation meetings shall include the following:

- (a) the Contractor's Implementation manager and at least one of the Contractor's Implementation team;
- (b) the Level 2 Chair, or the Authority's representative to whom the Level 2 Chair delegates responsibility, and at least one of the Authority's Level 3 Representatives;
- (c) if required, a contractor representative from the previous contractor (invited by the Authority)

4.2 Implementation meetings shall occur at a minimum of four (4) weekly intervals or as direct by the Authority.

4.3 The venue for Implementation meetings shall be set by the Authority.

4.4 The Contractor shall implement, as part of the Implementation Programme, a series of communications to ensure that all stakeholders are informed. This may consist of presentations, meetings, briefings or one to one interviews, as appropriate.

4.5 To demonstrate a collaborative working approach, the Parties shall deliver a joint presentation on at least one occasion at each Establishment.

5 Acceptance Tests

5.1 The Authority shall assess each of the Implementation Activities undertaken by the Contractor to establish if it has been successfully met and shall:

(a) provide the Contractor with no less than five (5) Business Days written notice of the time, date and place where any Acceptance Tests shall be carried out. The Contractor shall provide all reasonable cooperation to the Authority in carrying out the Acceptance Tests.

(b) within five (5) Business Days of carrying out any Acceptance Test, give written notice to the Contractor stating whether:

(i) the Contractor has passed the Acceptance Test; or

(ii) the Contractor has failed the Acceptance Test, in which case the Contractor shall remedy all conditions giving rise to such failure.

(c) on satisfactory completion of all Implementation Activities, provide a written notice to the Contractor certifying that Full Acceptance has been achieved.

5.2 The Contractor is to set a Full Acceptance Milestone date no later than 6 weeks prior to Service Commencement Date, unless approved otherwise by the Authority.



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SCHEDULE 11 – SHEF MANAGEMENT

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SCHEDULE 11 – SHEF MANAGEMENT

1. Introduction

1.1 This Schedule details the Contractors methodology for ensuring that all Safety, Health, Environment and Fire obligations are met and maintained throughout the duration of the contract. This forms the Contractors SHEF Management Plan at Annex A to this Schedule 11.

1.2 Whilst the Contractors SHEF Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors SHEF Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors SHEF Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) health and safety policies and training procedures;
- (b) fire protection policies;
- (c) policies for complying with environmental regulations;
- (d) policies for storage, use and disposal of hazardous materials;
- (e) policies for ensuring all personnel comply with SHEF requirements;
- (f) policies for use of PPE;
- (g) policies for managing flight safety;
- (h) plans for integration with Authority safety management procedures;
- (i) plans for establishing, maintaining and reporting employees Human Factors (HF) and Error Management (EM) competences.



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SCHEDULE 12 – RISK MANAGEMENT

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SCHEDULE 12 – RISK MANAGEMENT

1. Introduction

1.1 This Schedule details the Contractors methodology for ensuring that Risk is managed throughout the duration of the contract. This forms the Contractors Risk Management Plan at Annex A to this Schedule 12.

1.2 Whilst the Contractors Risk Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Risk Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors Risk Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) plans for management of risk;
- (b) risk assessment procedures;
- (c) risk register.



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SCHEDULE 13 – ASSET MANAGEMENT

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SCHEDULE 13 – ASSET MANAGEMENT

1. Introduction

1.1 This Schedule details the Contractors methodology for ensuring that Government Furnished Assets are held and controlled throughout the duration of the contract. This forms the Contractors Asset Management Plan at Annex A to this Schedule 13.

1.2 Whilst the Contractors Asset Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Asset Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors Asset Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) plans for management of assets;
- (b) plans for logging and keeping track of assets;
- (c) asset register;
- (d) plans for ensuring assets are available when required;
- (e) defect or loss reporting policies;
- (f) plans for management of any Authority buildings/facilities;
- (g) policies for ensuring security of any classified assets/information and for reporting any breaches



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SCHEDULE 14 – QUALITY MANAGEMENT

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SCHEDULE 14 – QUALITY MANAGEMENT

1 Introduction

1.1 This Schedule details the quality directives to be used by the Contractor when:

- (a) delivering this Contract;
- (b) satisfying the Authority that adequate controls exist to manage the delivery of the Services to the required performance and standards specified in this Contract; and
- (c) synchronising Contractor and Authority quality processes.

1.2 Whilst the Contractors Quality Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

2 AESAS QMS

2.1 The Contractor shall develop and implement a Quality Management System that describes how the Contractor will deliver its obligations under this Contract. The Quality Management System shall include details of procedures specific to this Contract and refer to appropriate corporate quality procedures. It shall also refer to Authority documents where appropriate, as identified in Schedule 2 (Statement of Requirements).

2.2 During the development of the QMS, the Contractor shall include the key features and commitments summarised in its Contractor Management Plans.

2.3 The AESAS QMS shall consist of three parts:

- (a) the Contract Quality Management System;
- (b) the Deliverable Quality Plan; and
- (c) the TQMS

2.4 The AESAS QMS shall interface with the Contractor's corporate management systems which define the corporate processes and procedures necessary to support the delivery of this Contract.

3 Contract Quality Management System

3.1 The Contract Quality Management System shall include the following AESAS QMS business procedures, which shall take account of relevant Schedules of this Contract and the Contractor's corporate business procedures:

- (a) delivering this Contract;
- (b) business information services;
- (c) change management;
- (d) governance and contract management;

- (e) implementation;
- (f) business continuity;
- (g) exit from this Contract;
- (h) performance management;
- (i) continuous improvement;
- (j) general issues;
- (k) human resources;
- (l) finance;
- (m) commercial;
- (n) procurement; and
- (o) safety, health and environment.

4 Deliverable Quality Plan

4.1 The Deliverable Quality Plan is the overarching document, contained in the QMS, which identifies the processes and procedures that describe how the Contractor shall meet and discharge the requirements of this Contract. The Deliverable Quality Plan shall:

- (a) comply with Contract clause 25 (Quality);
- (b) comply with AQAP 2105, Edition 2;
- (c) comply with AQAP 2110, Edition 3;
- (d) comply with the Naval Aviation Quality Manual (BRd 763);
- (e) meet the requirements of any accreditation organisations specified in the Contract;
- (f) contain the quality controls that the Contractor will introduce at Service Commencement Date and adhere to during the Contract Period;
- (g) specify roles and responsibilities of those associated with delivery of the Services;
- (h) specify the arrangements for managing Sub-Contractors;
- (i) specify the detailed procedures for implementing the requirements of this Contract;
- (j) specify the arrangements for implementing the monthly and annual reporting requirements; and

(k) include reference to, and appropriate interfaces with, relevant Authority publications and documentation.

5 The TQMS

5.1 Where appropriate the TQMS shall meet the requirements of:

- (a) the Contractor's external third-party Quality Assurance registration;
- (b) MAA RAs; and
- (c) Defence Systems Approach to Training[HJLC(CA1)] (D-SAT) Quality System.

5.2 The TQMS shall include the procedures for the delivery of the Services defined in Schedule 2 (Statement of Requirements):

6 QMS Review

6.1 This AESAS QMS and related procedures are to be reviewed by the Contractor for accuracy and applicability to this Contract on the following occasions:

- (a) annually;
- (b) following any change to this Contract which impacts significantly on the AESAS QMS; and
- (c) periodically as a result of Continuous Improvement where changes cannot wait until the annual review.

6.2 The Quality Standards Manager shall be responsible for the drafting, production and distribution of all proposed amendments resulting from the review, to individuals and organisations that will utilise its content. The Contract Manager shall hold the master copy of the Deliverable Quality Plan and shall authorise its issue.

6.3 While the AESAS QMS remains the responsibility of the Contractor, the Authority shall have the right to audit any significant change content of the AESAS QMS.

7 Change

7.1 During the Contract Period, the Contractor's procedures for delivering this Contract may evolve, necessitating amendments to the QMS. Any such changes shall be made in accordance with Schedule 6 (Change).

7.2 Without prejudice and subject to the provisions of Schedule 6 (Change), where an amendment is required both Parties shall work collaboratively to ensure that the necessary updates to each Party's documentation are made. The Quality Standards Manager and the Level 2 Chair, or nominated representative, shall:

- (a) review the impact against the current wording of the affected documentation;
- (b) liaise with the Designated Officer where the change could affect Establishment Orders; and
- (c) publicise changes by the most appropriate means to make all Authority and Contractor employees aware of the changes.



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SCHEDULE 15 – BUSINESS MANAGEMENT

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SCHEDULE 15 – BUSINESS MANAGEMENT

1. Introduction

1.1 This Schedule details the Contractors methodology for ensuring that Business Management obligations are met and maintained throughout the duration of the contract. This forms the Contractors Business Management Plan at Annex A to this Schedule 15.

1.2 Whilst the Contractors Business Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Business Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors Business Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) plans for effective business management and use of resources;
- (b) ability to support any requirement for Additional Hours;
- (c) change management procedures;
- (d) communications and customer relations plans;
- (e) plans for ensuring collaborative working with the Authority;
- (f) personnel management procedures;
- (g) training procedures;
- (h) plans for ensuring SQEP personnel are recruited and retained;
- (i) internal auditing and performance management;
- (j) policies for delivering value for money;
- (k) plans for delivering continuous improvement and innovation;
- (l) proposals for gainshare opportunities and cost reductions;
- (m) plans for management of Articles in Use (AinUs);
- (n) use of Logistics Information Systems (LIS);
- (o) Sub-Contractor management



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SCHEDULE 16 – CONTINUITY MANAGEMENT

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SCHEDULE 16 – CONTINUITY MANAGEMENT

1. Introduction

1.1 This Schedule details the Contractors methodology for ensuring that Business Continuity obligations are met and maintained throughout the duration of the contract. This forms the Contractors Continuity Management Plan at Annex A to this Schedule 16.

1.2 Whilst the Contractors Continuity Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Continuity Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors Continuity Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) incident management and reporting procedures;
- (b) emergency response management procedures;
- (c) contingency planning procedures.



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SCHEDULE 17 – EXIT MANAGEMENT

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SCHEDULE 17 – EXIT MANAGEMENT

1 Introduction

1.1 This Schedule details the Contractors methodology for ensuring that it meets all its obligations during any Exit Period, to facilitate a smooth transfer of all or part of the Services to the Authority or any Follow-On Contractor on Expiry or Termination. This forms the Contractors Exit Management Plan at Annex A to this Schedule 17.

1.2 Whilst the Contractors Exit Management Plan is incorporated into this Contract, if any of its contents or terms conflict with any other Terms, Clauses or Schedules of this Contract, then precedence shall be determined in accordance with Contract clause 3 (Precedence).

1.3 The Contractors Exit Management Plan shall be reviewed on a regular basis to ensure its contents remain appropriate.

1.4 The Contractors Exit Management Plan shall contain, but not necessarily be limited to, details of the Contractors:

- (a) Exit Programme template (full Exit Programme to be drafted whenever required in accordance with paragraph 3.1 of this Schedule 17);
- (b) Exit management team;
- (c) plans for management of Exit phase including scheduling/recording of meetings;
- (d) process for liaison with any Follow-On Contractor;
- (e) plans for return or transfer of any Government Furnished Assets;
- (f) plans for transfer of any personnel under TUPE;
- (g) process for ensuring availability of SQEP to deliver Services until Exit Date;
- (h) plans for ensuring that any Services that are continuing under the Contract are delivered to the required standards;
- (i) any dependencies on the Authority;
- (j) plans for supporting the Authority with any related matters post Exit Date

2 Exit Activities

2.1 The following are considered to be the key Exit Activities that the Contractor must meet during the Exit Period:

- (a) establishment of an Exit manager and team;
- (b) schedule of meetings for Exit;
- (c) provision of TUPE data/information;
- (d) communications to stakeholders;

- (e) handover to the Authority or any Follow-On Contractor including transfer of data/information;
- (f) provision and audit of Government Furnished Asset holdings list;
- (g) return or transfer of Government Furnished Assets;
- (h) vacating any Authority provided facilities;
- (i) completion of all required Services;
- (j) any additional requirements identified in accordance with paragraph 4.1 of this Schedule 17.

3 Exit Programme

3.1 The Contractor shall provide an Exit Programme which shall detail all the activities it shall undertake during the Exit Period with indicative dates and durations, on any of the following:

- (a) six (6) months prior to the Initial Contract Expiry Date or, if Optional Period has been invoked, six (6) months prior to the Final Contract Expiry Date; or
- (b) thirty (30) days prior to the expiry of any part or parts of the Services; or
- (c) on notification of a Termination Date by the Authority.

4 Exit Governance

4.1 It shall be the responsibility of the Exit Manager and the Level 2 Chair to finalise an Exit Programme that meets the requirements of the relevant Expiry or Termination Date.

4.2 Exit meetings shall include the following:

- (a) the Contractor's Exit Manager and at least one of the Contractor's Exit team;
- (b) the Level 2 Chair, or the Authority's representative to whom the Level 2 Chair delegates responsibility, and at least one of the Authority's Level 3 Representatives;
- (c) if required, a contractor representative from a Follow-On Contractor (invited by the Authority)

4.3 Exit meetings shall occur at a minimum of four (4) week intervals or as direct by the Authority.

4.4 The venue for Exit meetings shall be set by the Authority.

4.5 The Contractor shall implement, as part of the Exit Programme, a series of communications to ensure that all stakeholders are informed in advance of any relevant changes. This may consist of presentations, meetings, briefings or one to one interviews, as appropriate.



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SCHEDULE 18 – INSURANCE

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SCHEDULE 18 – INSURANCE

1 General

1.1 The Schedule details policies of insurance to be taken out and maintained by the Contractor and/or relevant sub-contractor and/or where the Contractor procures the taking out and maintenance of the policy of insurance (the “Insured”).

2 Third Party (Non Avaition) Public and Products Liability Insurance

2.1 Interest

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay, whether contractually or otherwise (including claimant's costs and expenses), as damages in respect of accidental:

2.1.1 death or bodily injury to or sickness, illness or disease contracted by any person;

2.1.2 loss of or damage to property;

happening during the period of insurance and arising out of or in connection with this Contract.

2.2 Limit of Indemnity

Not less than twenty five million pounds (£25,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but twenty five million pounds (£25,000,000) any one occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).

2.3 Territorial Limits

United Kingdom

2.4 Period of Insurance

From the date of this Contract for the duration of the Contract and renewable on an annual basis unless agreed otherwise.

2.5 Cover features and extensions

2.5.1 Indemnity to principal's clause.

2.5.2 Legal defence costs.

2.5.3 Contingent motor liability.

2.6 Principal exclusions

2.6.1 War and related perils.

2.6.2 Nuclear and radioactive risks.

2.6.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured arising out of the course of their employment.

2.6.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by legislation in respect of such vehicles.

2.6.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.

2.6.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.

2.6.7 Liability arising from contamination and pollution unless caused by a sudden, unintended, unexpected and accidental occurrence.

2.6.8 Liability in respect of loss or damage to property in the care, custody and control of the Insured but this exclusion is not to apply to Authority property.

2.7 Maximum deductible threshold

Not to exceed £X for each and every claim.

3 Aviation Liability Insurance

3.1 Interest

Excluding any indemnity or limitation upon claims as set out in DEFCON 684 (Limitation Upon Claims In Respect of Aviation Products) and DEFCON 638 (Flights Liability and Indemnity), to indemnify the Insured in respect of all sums that the Insured shall become legally liable to pay as damages in respect of:

3.1.1 death or bodily injury contracted by any person; and

3.1.2 loss of or damage to property;

happening during the period of insurance and arising out of or in connection with this Contract excluding legal liability in respect of non-aviation liability coverage specified under, Third Party (Non-Aviation) Public Liability Insurance of this Schedule 18 Insurance.

3.2 Limit of indemnity

Not less than a combined single limit for bodily injury and property damage, one hundred million pounds (£100,000,000) (or USD (\$) equivalent) any one occurrence the number of occurrences being unlimited in any annual policy period but in the annual aggregate in respect of aviation product liability (to the extent insured by the policy).

3.3 Period of insurance

From the date of this Contract for the duration of this Contract and renewable on an annual basis unless agreed otherwise by the parties.

3.4 Territorial limits

Worldwide

3.5 Cover features and extensions

3.5.1 Personal injury extension clause AVN60A (or equivalent).

3.5.2 Extended coverage endorsement (aviation liability) AVN52E (or equivalent).

3.5.3 Authority Articles and / or Issued Property in the care, custody of the Insured and for which they are responsible.

3.6 Principal exclusions

3.6.1 Nuclear risks exclusion clause (AVN38B or equivalent)

3.6.2 War, hijacking and other perils exclusion clause (AVN48B or equivalent)

3.6.3 Noise and pollution and other perils exclusion clause (AVN46B or equivalent)

3.6.4 Date recognition exclusion (AVN2000A subject to AVN2001A or equivalent)

3.6.5 Asbestos (AGM248800003) or equivalent)

3.6.7 Contracts (Rights of Third Parties) Act 1999 (AVN72 or equivalent)

3.7 Maximum deductible threshold

Not to exceed £X for each and every claim.

4 Professional Indemnity Insurance

4.1 Interest

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the insured during the period of insurance by reason of any negligent act, error and/or omission arising from or in connection with the advice, design, specification or professional services in connection with this Contract.

4.2 Limit of indemnity

Not less than five million pounds (£5,000,000) in respect of any one claim and in the aggregate per annum.

4.3 Territorial limits

United Kingdom

4.4 Period of insurance

From the date of this Contract and renewable on an annual basis unless agreed otherwise (a) throughout the duration of the Contract or until earlier termination of this Contract and (b) for a period of six (6) years thereafter.

4.5 Cover features and extensions

4.5.1 Retroactive cover to apply to any claims made policy wording in respect of this Contract or retroactive date to be no later than the date of this Contract.

4.5.2 Documents, plans and computer records extension.

4.5.3 Legal defence costs in addition to policy limit.

4.6 Principal exclusions

4.6.1 War and related perils.

4.6.2 Nuclear and radioactive risks

4.7 Maximum deductible threshold

Not to exceed £X for each and every claim.

5 Compulsory insurances (employer's liability insurance and motor vehicle insurance)

5.1 The Contractor and all Subcontractors are required to meet their United Kingdom and all other statutory or insurances required by law worldwide in full. Insurances are required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability insurance and motor third party liability insurance.

5.2 Employers liability insurance

The limit of indemnity for the employers' liability insurance shall be any one occurrence inclusive of costs, the number of occurrences being unlimited in any annual period of insurance. The employers' liability insurance shall contain an indemnity to principals clause.

5.3 Motor vehicle insurance

5.3.1 The limit of indemnity for motor vehicle third party liability insurance shall be any one occurrence the number of occurrences being unlimited in any annual period of insurance.

5.3.2 Where relevant in connection with use or operation of vehicles airside, motor third party airside liability insurance with a limit of indemnity of not less than fifty million pounds (£50,000,000) in respect of any one occurrence the number of occurrences being unlimited in any annual period of insurance in respect of any relevant claims associated with the Contract.

5.3.3 In connection with the use and operation of any Authority vehicles or motorised plant and equipment the motor vehicle insurance shall extend to cover first party loss, damage or destruction to any such Authority vehicle or motorised plant and equipment.

6 Property Damage "All Risks" Insurance

6.1 Insured property

MoD articles, issued property in the care, custody and control of the Insured in connection with this Contract

6.2 Coverage

"All Risks" of physical loss or damage to the insured property from any cause not excluded.

6.3 Sum insured

At all times an amount not less than the total reinstatement or replacement value of the insured property plus provision to include cover features and extensions, as appropriate.

6.4 Territorial limits

United Kingdom

6.5 Period of insurance

From the date of this Contract for the duration of this Contract and renewable on an annual basis unless agreed otherwise.

6.6 Cover features and extensions

6.6.1 Terrorism.

6.6.2 Automatic reinstatement of sum insured.

6.6.3 Capital additions clause.

6.6.4 Seventy two (72) hour clause.

6.6.5 European Union local authority's clause.

6.6.6 Professional fees.

6.6.7 Debris removal.

6.6.8 Repair/reinstatement basis of claims settlement with cash option for non-reinstatement.

6.6.9 Temporary off-site storage.

6.6.10 Authority co-insurance with attendant non vitiation, waiver of subrogation and notice of cancellation clause.

6.7 Principal exclusions

6.7.1 War and related perils.

6.7.2 Nuclear/radioactive risks.

6.7.3 Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6.7.4 Wear, tear and gradual deterioration.

6.7.5 Consequential financial losses.

6.7.6 Cyber risks.

6.8 Maximum deductible threshold

Not to exceed £X for each and every claim.



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SCHEDULE 19 – TENANCY

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SCHEDULE 19 - TENANCY

1. Introduction

1.1 This Schedule details the Government Furnished Facilities that the Authority is able to make available to the Contractor for use whilst delivering the Services under the Contract.

1.2 Dependent on the facilities which the Contractor utilises, agreement may be under a lease or licence to occupy.

1.3 Any lease or licence to occupy agreement shall be incorporated in contract as Annex A to this Schedule 19. Any final agreement shall be made in accordance with guidance provided by the relevant MOD DIO team.

1.4 A draft Heads of Terms is included with this Schedule 19. Any final agreement shall be made in accordance with guidance provided by the relevant MOD DIO team.

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SCHEDULE 20 – GUARANTEE

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SCHEDULE 20 - GUARANTEE

1. Introduction

1.1 The Contractor shall provide either a Parent Company Guarantee or Bank Guarantee at any time it is requested during the Contract Term, if a financial health check of the Contractor gives the Authority any concerns regarding the Contractors financial standing that could impact on delivery of the Services.

1.2 On receipt of a Parent Company Guarantee or Bank Guarantee, it shall be incorporated in contract as Annex A to this Schedule 20.

1.3 Examples of both a Parent Company Guarantee or Bank Guarantee are included with this Schedule 20.

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DEFFORM 24 - EXAMPLE

THIS DEED OF GUARANTEE AND INDEMNITY GIVEN BY A PARENT COMPANY IN RESPECT OF A SUBSIDIARY

is made the [] day of [] 20[]

BETWEEN:

(1) [Insert the name of the name of the Guarantor] [[a company incorporated in England and Wales with number [] whose registered office is at []] **or** [a company incorporated under the laws of [insert country] registered in [insert country] with number [] at [insert place of registration] whose principal office is at []] (“the **Guarantor**”); in favour of

(2) THE SECRETARY OF STATE FOR DEFENCE (“the **Authority**”)

WHEREAS:

(A) The Authority proposes to award contract number [insert number] (“the **Contract**”) to [insert contractor’s full corporate name] [insert company registration number] whose registered office is at [insert details] (“the **Contractor**”).

(B) It is a condition precedent of the Authority entering into the Contract with the Contractor that the Guarantor must first execute and deliver this Deed of Guarantee and Indemnity to the Authority.

Now in consideration of the Authority entering into the Contract, the Guarantor hereby irrevocably and unconditionally agrees with the Authority as follows:

1. The Guarantor shall provide all resources and facilities whether financial or otherwise to enable the Contractor duly to fulfil its obligations in and arising from the Contract subsisting between the Authority and the Contractor at the date of this deed or which shall be entered into at any time after the date of this deed between the Authority and the Contractor, in each case in and arising from the Contract (the ‘**Indemnified Obligations**’);

2. If:

a) the Contractor shall fail in any respect duly to perform and observe, or shall otherwise be in breach of, any of the Indemnified Obligations; or

b) any of the Indemnified Obligations are or become void, voidable, unenforceable or otherwise ineffective; or

c) the Contract is terminated owing to a breach or an event of default on the part of the Contractor; or

d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the Contractor's undertaking or assets;

then, forthwith on demand from the Authority the Guarantor shall, as a primary obligation, indemnify the Authority against all losses, claims, liabilities, damages, expenses and costs which may be incurred, met or suffered by the Authority and which arise from or in

connection with (whether directly or indirectly) any such matters save that, subject to the other provisions of this deed, the Guarantor shall be afforded all the protections available to the Contractor under the Contract in relation to any such demand and the liability of the Guarantor under this clause shall not exceed the liability of the Contractor to the Authority under the Contract.

3. The Guarantor irrevocably and unconditionally undertakes that all sums received or recovered by the Authority:

- a) by way of dividend, composition or payment arising from the liquidation, bankruptcy or otherwise of the Contractor may be taken and applied by the Authority in part satisfaction of the losses, claims, liabilities, damages, expenses and costs referred to in paragraph 2 above, and the Guarantor's obligations under this deed shall stand good in respect of the balance;
- b) under this deed, may be credited to a suspense account and held in such account for so long as the Authority thinks fit pending the application of such monies towards the payment of the Indemnified Obligations;
- c) from the Contractor in respect of any of the Indemnified Obligations, may be applied by the Authority in any manner and in any order towards any debts owed by the Contractor to the Authority (whether or not relating to the Indemnified Obligations) as the Authority may determine (notwithstanding any appropriation or purported appropriation by any person);

4. The Guarantor shall have no right to be subrogated to the Authority and shall not make any claim against the Contractor (unless instructed so to do by the Authority, in which event the Guarantor shall make such a claim) in respect of the Guarantor's performance under this deed, until the Authority has received payment in full of its claim against the Contractor;

5. This deed shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the Contractor or any other person or, where the Contractor is a partnership, by any change in the partners;

6. The Guarantor shall not be discharged or released from its obligations under this deed:

- a) by any arrangement or agreement made between the Authority and the Contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the Contractor: or
- b) by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to the Guarantor's disadvantage, to or of, the obligations imposed upon the Contractor or any other person; or
- c) by any forbearance granted by the Authority to the Contractor or any other person as to payment, time, performance or otherwise; or
- d) by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this deed relates; or

e) by any other matter or thing which but for this provision might exonerate the Guarantor and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without the Guarantor's knowledge or assent;

7. No failure to exercise or any delay in exercising on the Authority's part any right or remedy under this deed or under the Contract or any other agreement shall operate as a waiver of such right or remedy;

8. Any certificate or determination by the Authority of the amount due under this deed or under the Contract shall be, in the absence of manifest error, conclusive evidence of the matters to which it relates;

9. No settlement or discharge between the Authority and the Guarantor or the Contractor shall be effective if any payment to the Authority in respect of the Contractor's or the Guarantor's obligations to the Authority is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, the Authority shall be entitled to recover from the Guarantor the amount of such payment as if such settlement or discharge had not occurred;

10. The Authority shall not be obliged, before exercising any of its rights under this deed, to take any action against, or make any demand from, the Contractor or any other person;

11. The Guarantor's obligations under this deed are continuing obligations and shall not be considered satisfied, settled or terminated by the Authority giving any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by the Authority of any right or remedy under or arising from this deed shall prevent any further exercise;

12. All payments under this deed shall be made without set-off, counter-claim or other deduction;

13. The Guarantor shall be bound by all court judgments or arbitration awards relating to the contract or any dispute or matter between the Authority and the Contractor;

14. This deed shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

[The following clause should only be used where the Guarantor is a company incorporated outside of England and Wales]

15. The Guarantor irrevocably appoints Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as its agents to accept on its behalf service of all process and other documents of whatever description to be served on the Guarantor in connection with this Deed or any related matter.

Delivered as a deed on the date of this document.

Executed as a deed by [insert corporate name].

in the presence of Director

..... Director or Company Secretary

Explanatory Notes

1. These explanatory notes are to assist in the completion of the DEFFORM 24 and should not be included in your completed Deed of Guarantee and Indemnity.
2. DEFFORM 24 is a Deed of Guarantee and Indemnity given by a Parent Company in respect of a Subsidiary. It is designed to cover a specific single contract entered into with the MOD by the subsidiary. The purpose of obtaining a Parent Company guarantee and indemnity is to ensure that the company is in a position to be able to execute the contract properly and, failing that, the MOD is reimbursed for any extra expenditure it may incur in making arrangements to have the contract completed elsewhere.
3. Where the company is able to offer a guarantee and indemnity from a parent (holding) company, commercial officers should ensure that they seek the guarantee and indemnity from the ultimate parent (holding) company in the group, rather than an intermediate parent (holding) company, or any other intermediate parent (holding) company where such exists. In such cases the MOD will wish to be satisfied as to the parent (holding) company's ability to provide the cover required, having regard to its financial resources and prospects. You should always ask Cost Assurance and Analysis Service - Industry Analysis (CAAS IA) to advise on this. Where the proposed contract is large, this may entail the holding company agreeing to a separate assessment by CAAS IA. In order to assure consistency throughout the MOD only this DEFFORM can be used as a Deed of Guarantee and Indemnity being given by a Parent Company.

Guidance On Completion

4. The specimen wording of the DEFFORM should be suitable for most circumstances and should not be changed at the request of a Guarantor. You must seek Central Legal Services – Commercial Law (CLS-CL) advice if the Guarantor requests a revision to the template DEFFORM or if the proposed Guarantor is a company registered outside England and Wales. In the latter case, you will need to seek legal advice to confirm both that the proposed Guarantor has power (under its own corporate rules and the laws of its home country) to enter into the deed and that it has executed the deed in a manner that makes it legally binding on the Guarantor.

Introductory Paragraph

5. Insert the contractor's name and, if applicable, registration number of the contractor (unless the contractor is a UK partnership or an overseas company it will be shown on the company letterhead) and the contract / tender details and dates and edit as appropriate.

Paragraph 1

6. Covers the Guarantor's obligations to the MOD to provide all resources and facilities (financial or otherwise) to enable the contractor to meet its obligations under the contract.

Paragraph 2

7. Covers the circumstances under which the guarantee and indemnity may be activated. This also requires the Guarantor to indemnify the MOD on demand against all losses and costs which the MOD has incurred as a result of these circumstances. However, the MOD cannot claim more under this paragraph from the Guarantor than they could claim from the contractor under the contract. If the contract contains a Limitation of Contractor's Liability, this will automatically apply to the indemnity under paragraph 2 of DEFFORM 24.

Paragraph 3

8. Covers the way in which any sums received by the MOD from either the contractor and / or the Guarantor may be used.

Paragraph 4

9. Covers the essential requirement of subrogation (the substitution in law of one party for another as the creditor). This will normally ensure that the Guarantor fulfils its obligations to the MOD before it takes any action to recover any claims of its own from the contractor. However, it also provides for the Guarantor to claim its right of subrogation if instructed to do so by the MOD, if that avenue would mean that it is able to recover money from a contractor in liquidation, which would then enable the Guarantor to meet the MOD claim.

Paragraph 5

10. Maintains the validity of this guarantee and indemnity even if the contractor changes its name, status and even ownership or control etc.

Paragraph 6

11. Prevents the Guarantor from subsequently avoiding its responsibilities even if there have been any amendments to the underlying contract.

Paragraph 7

12. Safeguards the MOD in the event of the MOD's failure or delay to call on the guarantee and indemnity.

Paragraph 8

13. The MOD may self-certify the amount of any demand for payment under the guarantee and indemnity. The Guarantor may only challenge this in cases of "manifest error".

Paragraph 9

14. Covers the scenario where the MOD may have received payment in settlement of a dispute but that payment then becomes void (e.g. if the payee soon thereafter becomes insolvent). The Guarantor still remains liable for the amount of the voided payment.

Paragraph 10

15. Confirms that MOD may seek recompense from the Guarantor without first having to attempt to make recovery from the contractor.

Paragraph 11

16. Confirms that the MOD taking delivery of goods, accepting performance under the contract or making any claim under the deed, does not relieve the Guarantor from its ongoing liability under the deed. This is to prevent accidental waiver of the MOD's rights.

Paragraph 12

17. This is self explanatory.

Paragraph 13

18. Prevents the Guarantor from claiming that it may not be bound by an arbitrator's decision against a contractor, which could force the MOD to litigate the same point a second time with the possibility that a different court may reach a different conclusion.

Paragraph 14

19. Confirms that English law applies to the indemnity, no matter which national law may apply to any contract. Also, if the contractor is not subject to English law, the MOD may use the contractor's national law in order to enforce any claim that may be agreed.

Paragraph 15

20. Delete this clause if the Guarantor is an English company (i.e. a company incorporated in England or Wales). If the Guarantor is a foreign company, then the paragraph should be retained. In either case you should delete the introductory words in bold.

Execution

Insert the full corporate name of the Guarantor in the execution clause, where indicated. For the deed to be effective it is essential that it is signed by two directors of the Guarantor or by one director and the company secretary. It is now not strictly necessary for the Guarantor to apply its corporate seal - although the MOD may request it.

DEFFORM 24A - EXAMPLE

BOND GIVEN BY A BANK AS A DEED IN RESPECT OF A SINGLE CONTRACT

Name of Issuing Bank:

Address:

To: The Secretary of State for Defence

We refer to the contract number [insert number] (the 'contract'), as may be amended at any time, to be awarded / awarded on [insert contract date] to [insert contractor's full corporate name] whose registered number is [insert company registered number] (the 'contractor') and we hereby irrevocably and unconditionally agree:

1. to pay you any amount or amounts not exceeding in aggregate the sum of £[insert sum] upon receipt by us at [insert address] of your first demand in writing certifying that any one or more of the following has occurred:

- a) the contractor has failed in any respect duly to perform and observe, or is otherwise in breach of any of its obligations in and arising from the contract; or
- b) any of the contractor's obligations in and arising from the contract are or become void, voidable, unenforceable or otherwise ineffective; or
- c) the contract has been terminated owing to a breach or an event of default on the part of the contractor; or
- d) a receiver, administrative receiver, administrator, liquidator or similar officer is appointed over any or all of the contractor's undertaking or assets;

For the purposes of this bond any such demand and certification(s) shall be conclusive evidence (and admissible as such) of the statements and the amounts claimed therein;

2. that this bond shall not be affected by any insolvency (including, without limitation, winding up, administration, receivership or administrative receivership), amalgamation, reconstruction, change of name, ownership, control or status or any legal limitation relating to, by or of the contractor or any other person or, where the contractor is a partnership, by any change in the partners;

3. that we shall not be discharged or released from our obligations under this bond by any arrangement or agreement made between you and the contractor or a receiver, administrative receiver, administrator, liquidator or similar officer of the contractor, or by any renegotiation, substitution, alteration, amendment or variation (however fundamental) and whether or not to our disadvantage, to or of, the obligations imposed upon the contractor or any other person or by any forbearance granted by you to the contractor or any other person as to payment, time, performance or otherwise or by any release or variation (however fundamental) of, any invalidity in, or any failure to take, perfect or enforce any other indemnity, guarantee or security in respect of the obligations to which this bond relates or by any other matter or thing which but for this provision might exonerate us and this notwithstanding that such arrangement, agreement, renegotiation, substitution, alteration, amendment, variation, forbearance, matter or thing may have been made, granted or happened without our knowledge or assent;

4. that no failure to exercise or any delay in exercising on your part any right or remedy under this bond or under the contract or any other agreement shall operate as a waiver of such right or remedy;

5. that no settlement or discharge between you and us or the contractor shall be effective if any payment to you in respect of the contractor's or our obligations to you is avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency, liquidation or similar laws of general application from time to time and if such payment is so avoided or reduced, you shall be entitled to recover from us the amount of such payment as if such settlement or discharge had not occurred;

6. that you shall not be obliged, before exercising any of your rights under this bond, to take any action against, or make any demand from, the contractor or any other person;

7. that our obligations under this bond are continuing obligations and shall not be considered satisfied, settled or terminated by your giving of any approvals, or taking delivery of any goods, or accepting any performance under the contract and no single, cumulative or partial exercise by you of any right or remedy under or arising from this bond shall prevent any further exercise;

8. that any demand(s) complying with all the requirements hereof must be received by us on or before [insert date];

9. that all payments under this bond shall be made without set-off, counter claim or other deduction;

10. that this bond shall be governed by and construed in accordance with English law. The parties irrevocably submit to English jurisdiction to the exclusion of all foreign jurisdiction, save that foreign jurisdictions may apply solely for the purposes of giving effect to this paragraph and for the enforcement of any judgment, order or award given under English jurisdiction.

(The following clause should only be used where the bank is outside of England and Wales)

11. we irrevocably appoint Messrs [insert name and address of firm of Solicitors in England or Wales], Solicitors as our agents to accept on our behalf service of all process and other documents of whatever description to be served on us in connection with this bond or any related matter.

Dated this [] day of [] 20[]

Executed as a deed by [full name of party] as Attorney and on behalf of [bank]¹ in the presence of:

.....[signature of party]

.....[Signature of Witness (Bank Official)]
[Address of Witness]
[Occupation of Witness]

¹ This execution clause should be changed if the bank or other corporate entity giving the bond is executing it in one of the other methods listed in the accompanying guidance (see Execution).

Explanatory Notes

1. These explanatory notes are to assist in the completion of the DEFFORM 24A and should not be included in your completed Bond.
2. DEFFORM 24A is an 'on demand' bond provided by the financial markets (normally a bank or insurance company). The purpose of obtaining a bond is to ensure that the MOD is reimbursed for any extra expenditure it may incur in making alternative arrangements in the event of the company failing to fulfil any of its contractual obligations and the MOD having the contract completed elsewhere.
3. Where the financial markets provide the indemnity, the Indemnifier will invariably charge a premium to cover its risk, and this should be borne by the company without additional expense to the MOD. The extent of the cover that the market is willing to provide, and the level of premium sought, will provide a valuable independent assessment of the company's financial standing and prospects.

Guidance On Completion

4. The specimen wording of the DEFFORM should be suitable for most circumstances and should not be changed at the request of an Indemnifier. You must seek Central Legal Services – Commercial Law (CLS-CL) advice if the Indemnifier requests a revision to the template DEFFORM.

Introductory Paragraph

5. Insert the name and address of the Indemnifier, the contractor's name and, if applicable, registration number of the contractor (unless the contractor is a UK partnership or an overseas company it will be shown on the company letterhead) and the contract / tender details and dates and edit as appropriate.

Paragraph 1

6. Covers the Indemnifier's obligations to the MOD. As a bank, by its regulations, has to limit its liability, there is a provision to insert a maximum sum. Covers the circumstances under which the indemnity may be activated.

Paragraph 2

7. Maintains the validity of the bond even if the contractor changes its name, status and even ownership or control etc.

Paragraph 3

8. Prevents the Indemnifier from subsequently avoiding its responsibilities even if there have been any amendments to the contract.

Paragraph 4

9. Safeguards the MOD in the event of the MOD's failure or delay to call on the bond.

Paragraph 5

10. Covers the scenario where the MOD may have received payment in settlement of a dispute but that payment then becomes void (e.g. if the payee soon thereafter becomes insolvent). The Indemnifier still remains liable for the amount of the voided payment.

Paragraph 6

11. Confirms that the MOD may seek recompense from the Indemnifier without first having to attempt to make recovery from the contractor.

Paragraph 7

12. Confirms that the MOD taking delivery of goods, or making any claim under the deed, does not relieve the Indemnifier from its ongoing liability under the deed.

Paragraph 8

13. This is self explanatory. The inserted date will be the expiry date of the bond.

Paragraph 9

14. This is self explanatory.

Paragraph 10

15. Confirms that English law applies to the bond, no matter which national law may apply to any contract. Also, if the contractor is not subject to English law, the MOD may use the contractor's national law in order to enforce any claim that may be agreed.

Paragraph 11

16. Delete this clause if the Indemnifier is an English company (i.e. a company incorporated in England or Wales). If the Indemnifier is a foreign company, then the paragraph should be retained. In either case you should delete the introductory words in bold.

Execution

For the bond to be effective it is essential that it is executed correctly. This is achieved by ensuring that it is properly signed. The template execution clause in the bond provides for signature by a named Attorney on behalf of the bank. This is the most common method of execution in practice. You should ask for a copy of the power of Attorney to check that the person signing the bond has the requisite authority to do so. As an alternative, the deed may be signed by two directors of the Indemnifier, or by one director and the company secretary, or by a director in the presence of a witness who attests the signature. If any of these alternatives are used, the signature block should be changed to reflect this. It is now not strictly necessary for the Indemnifier to apply its corporate seal - although the MOD may request it.