

## **Military Aviation Authority – Release into Service Process**

### **Definitions**

**ATM Equipment Acceptance Board** means the ATM Equipment Acceptance Board referred to in MAA Regulatory Article 3134;

**Authority's Requirements** means the requirements of the Authority set out in the Statement of Work at Annex A and the System Requirement Document at Annex B of this Contract.

**Delivery Team** means that the Authority's team responsible for the management of this contract.

**End User** means the front line command and/or duty holder facing organisation as relevant to the deliverable in question and as notified to the Contractor by the Authority from time to time.

**MAA or Military Aviation Authority** means the Military Aviation Authority which is the body responsible for the regulation of military aviation.

**RA 3100 Series** means the Regulatory Article 3100 Series, the Approved Organisational Scheme, issued by the MAA in April 2015;

**RA 3130 Series** means the Regulatory Article 3130 Series, Air Traffic Management (ATM) Equipment Safety issued by the MAA in April 2015;

**RiSE or Release into Service** means a release into service exposition incorporating the requirements of, and provided in compliance with, MAA Regulatory Article 3134, approved at the ATM Equipment Acceptance Board pursuant to paragraph 14 of this Annex J;

**RiSP or Release into Service Process** means the process for the release into process of the Guardian system, and any equipment contained therein, in accordance with MAA Regulatory Article 3134;

**Safety Case** means that ATM Equipment Safety Case referred to in MAA Regulatory Article 3134 which complies with the requirements of MAA Regulatory Article 3132 and the Authority's Requirements.

**Site Specific Acceptance and Commissioning Board** means the Site Specific Acceptance and Commissioning Board referred to in MAA Regulatory Article 3134;

### **MILITARY AVIATION AUTHORITY - RELEASE INTO SERVICE PROCESS**

1. The Contractor recognises that the Authority needs to be satisfied that the Guardian system is safe and meets the Authority's Requirements prior to its Release into Service and consequent operation. This includes compliance with the RiSP, which the Contractor shall lead on in accordance with the process set out in this Annex J. In addition to compliance with the specific obligations below, the Contractor shall provide such information as may be reasonably requested by the Authority for the purpose of complying with the RiSP.

### **ATM EQUIPMENT ACCEPTANCE BOARD**

2. The Parties shall meet no later than thirty (30) Business Days after the commencement of this Contract to discuss and seek to agree the required format and structure of the RiSE, using the outline RiSE at Schedule 2 of this Contract as the baseline for such discussion.
3. The Contractor shall submit for the Authority's review a draft RiSE for the Guardian system no later than one hundred and twenty (120) Business Days prior to the planned ATM Equipment Acceptance Board shown in the Delivery Schedule at Annex D of this Contract. The RiSE shall include, but may not be limited to:
  - a. Part 2 and a draft of Part 3 of the Safety Case for the Guardian system produced in accordance with the standards set out in the Authority's Requirements and RA3100 Series and RA 3130 Series, and which demonstrates that the system meets the Authority's Requirements set out therein;

- b. a draft of the Part 4 Safety Case for the system produced in consultation with the Delivery Team and End User and which complies with the standards set out in the Authority's Requirements and RA3100 Series and RA 3130 Series;
- c. an assurance report that:
  - i. provides evidence that the Guardian system and all the equipment therein meets all the required legislative requirements, regulations and safety targets;
  - ii. provides details of how the Guardian system will be brought into service, including how personnel will be trained and authorised to use the system;
  - iii. includes any proposed restrictions on the operation of the Guardian system; and;
  - iv. a signed declaration, in the format set out at Appendix 1 to this Annex J.

#### DELIVERY TEAM REVIEW

- 4. The Authority shall notify the Contractor in writing within twenty (20) Business Days of the receipt of the draft RiSE if it is content for the draft RiSE to be issued to the Guardian Project Safety & Environmental committee or of any amendments it requests to be made to the RiSE. The Authority's right to request such amendments being restricted to where it believe that the draft RiSE is not compliant, or does not contain sufficient evidence to determine compliance, with the Authority's Requirements. Where the Authority requests amendments to the draft RiSE, the Contractor shall incorporate such amendments and submit a revised draft RiSE within twenty (20) Business Days.
- 5. Following submission of the revised draft RiSE, the Authority shall have ten (20) Business Days to notify the Contractor of whether it is content for the revised RiSE to be issued to the Guardian Project Safety & Environmental committee or requires further amendments. The right of the Authority to request such amendments being restricted on the same basis as set

out in clause 4. Where the Authority requests further amendments, the matter shall be escalated in the manner set out in clause 6 to facilitate a timely resolution.

6. Pursuant to clause 5, an Authority Senior Civil Servant and a representative of equivalent seniority within the Contractor's organisation (both of whom shall be suitably qualified and experienced in safety matters) shall meet as soon as practicably possible to discuss and seek to agree a rectification plan that addresses the Authority's concerns with the draft RiSE. The Contractor shall implement any agreed rectification plan and re-submit the draft RiSE to the Authority in accordance with any such plan.
7. The Parties agree that any delay to the planned ATM Equipment Acceptance Board date set out in the Delivery Schedule at Annex D of this Contract, resulting from the implementation of any rectification plan agreed in accordance with Clause 6 or any failure by the Parties to agree a rectification plan (with both Parties under an obligation to act reasonably) shall be at the Contractor's risk, with no relief available from termination or any other remedy set out in this Contract.

#### GUARDIAN PROJECT SAFETY & ENVIRONMENT COMMITTEE (PSEC) REVIEW

8. Following confirmation by the Authority that it is content for the draft RiSE to be issued to the Guardian PSEC, the Contractor shall promptly (and any in case no later than two (2) Business Days from receipt of such confirmation) issue the draft RiSE to the members of the Guardian PSEC. No later than fifteen (15) Business Days after the Contractor's release of the draft RiSE to the Guardian PSEC, the Authority shall provide the Contractor with either confirmation that it is content for the draft RiSE to be audited by the MAA or a consolidated set of the amendments required as a result of the Guardian PSEC's review of the draft RiSE (noting that those consolidated amendments may be provided at a meeting of the Guardian PSEC with the Contractor in attendance or out of committee in writing by the Authority). The Authority's right to request such amendments being restricted to where it believe that the draft RiSE is not compliant, or does not contain sufficient evidence to determine compliance, with the Authority's Requirements. Where the Authority requests amendments to the draft RiSE, the

Contractor shall incorporate such amendments and submit a revised draft RiSE within ten (10) Business Days.

9. Following submission of the revised draft RiSE, the Authority shall have a further ten (10) Business Days to notify the Contractor of whether it is satisfied that the requested amendments have been incorporated into the draft RiSE correctly or further work is required by the Contractor to properly incorporate those amendments. Where the Authority notifies that the Contractor that further work is required, the Contractor shall incorporate the amendments requested and submit a revised draft RiSE within ten (10) Business Days. The right of the Authority to request such amendments being restricted on the same basis as set out in clause 8. This process shall continue until the Authority (in this instance in the form of the PSEC) is satisfied that the revised updated RiSE includes those amendments requested by the Guardian PSEC.
10. The Parties agree that any delay to the planned ATM Equipment Acceptance Board date set out in the Delivery Schedule at Annex D of this Contract, resulting from multiple reviews and revisions to the draft RiSE prior to the successful incorporation of the amendments requested by Guardian PSEC shall be at the Contractor's risk with no relief available from termination or any other remedy set out in this Contract.

#### MAA AUDIT

11. Once the Authority is satisfied that all amendments requested by Guardian PSEC have been incorporated, the Contractor will up issue the RiSE from draft to issue 1. Following receipt of issue 1 of the RiSE, the Authority (in this instance in the form of the PSEC) shall submit the RiSE to the Military Aviation Authority (MAA) for its independent audit in accordance with RA 3130 Series. No later than five (5) Business Days following receipt of the MAA's audit report on issue 1 of the RiSE, the Parties shall meet to discuss the findings of audit. At such a meeting, the Authority may request further amendments to the RiSE to take account of the MAA's audit findings and demonstrate compliance with the Authority's Requirements. Where the Authority

requests amendments to issue 1 of the RiSE, the Contractor shall incorporate such amendments and submit a revised RiSE (with the Contractor responsible for the configuration control of the document with appropriate issue numbering for this and any further amendments, required in accordance with this Annex J) within ten (10) Business Days. No later than ten (10) Business Days following receipt of the revised RiSE, the Authority shall notify the Contractor either that:

- a. it is satisfied that the recommendations requested as a result of the MAA Audit have been incorporated correctly and that it will convene a ATM Equipment Acceptance Board in accordance with RA 3134 as soon as practicably possible; or
- b. it is not satisfied that the amendments requested have been incorporated correctly. Following notification to that effect, the Contractor shall revise the RiSE to ensure the requested amendments are properly incorporated and re-submit a revised RiSE within ten (10) Business Days. This process shall continue until the Authority (including in this instance the MAA) is satisfied that the RiSE has been accurately and correctly updated to incorporate the amendment requested following the MAA's audit and the MAA's recommendations have been satisfactorily achieved.

12. The Parties agree that any delay to the planned ATM Equipment Acceptance Board date set out in the Delivery Schedule at Annex D of this Contract, resulting from multiple reviews and revisions to the RiSE prior to the successful incorporation of the amendments arising from the MAA's audit shall be at the Contractor's risk with no relief available from termination or any other remedy set out in this Contract.

13. EAB: Following notification by the Authority of the specific time and date of the ATM Equipment Acceptance Board, the Contractor shall ensure that a suitably qualified representative attends the Board (noting that the ATM Equipment Acceptance Board will be arranged by the RTSA, but the Contractor will be notified of the specific date and time of the Board by the SACC DT).

14. Within five (5) Business Days following the ATM Equipment Acceptance Board, the Authority will formally notify the Contractor of whether the Board:

- a. approved the RiSE and therefore the Guardian system can move forward to the next stage of the RiSP; or
- b. requires amendments to the RiSE to demonstrate compliance with the Authority's Requirements. Where the Board requests amendments to the RiSE, the Contractor shall incorporate such amendments and submit a revised RiSE to the Authority within ten (10) Business Days. No later than ten (10) Business Days following receipt of the revised RiSE, the Authority shall re-convene an ATM Equipment Acceptance Board to consider whether the revised RiSE demonstrates compliance with the Authority's Requirements. This process shall continue until the Board is satisfied that the RiSE demonstrates compliance with the Authority's Requirements, at which point the Contractor is able to move forward to the next stage of the RiSP.

#### SITE SPECIFIC ACCEPTANCE AND COMMISSIONING BOARDS

15. For each site specific installation of the Guardian system, the Contractor shall submit for the Authority's approval a '**Data Delivery Pack**' no later than thirty (30) Business Days prior to the relevant, planned Site Specific Acceptance and Commissioning Board shown in the Delivery Schedule at Annex D. This Data Delivery Pack shall comprise:

- a. an installation safety assessment;
- b. test reports in respect of the relevant Site Acceptance Test;
- c. updated version of the RiSE approved by the ATM Equipment Acceptance Board, which shall include but may not be limited to:

- i. Part 2 of the Safety Case for the Guardian system produced in accordance with the standards set out in the Authority's Requirements and RA3100 Series and RA 3130 Series, and which demonstrates that the system meets the requirements set out therein;
- ii. an updated Part 3 of the Safety Case for the Guardian system at that Site that takes account of any site specific factors and any risk mitigations for the Site and operating areas and is produced in accordance with the standards set in the Authority's Requirements and RA3100 Series and RA 3130 Series.
- iii. a draft of the Part 4 Safety Case for the system at that Site produced in consultation with the Delivery Team and End User and which complies with the standards set out in the Authority's Requirements and RA3100 Series and RA 3130 Series;
- iv. an updated report that:
  - 1. provides evidence that the Guardian system and all the equipment therein meets all relevant Legislation and the safety targets as set out in the Authority's Requirements.
  - 2. provides details of how the Guardian system will be brought into service, including how personnel will be trained and authorised to use the system;
  - 3. includes any proposed restrictions on the operation of the Guardian system; and
  - 4. includes a statement that Contractor warrants that all the data and information contained within the RiSE is true and accurate except that information which has been supplied to the Contractor by the Authority.



- d. any other evidence pertaining to that Site Specific Acceptance and Commissioning Board that demonstrates compliance with those aspects of the Authority's Requirements that relate to the installation, commissioning and acceptance of the system at the relevant Site.

16. The Authority shall notify the Contractor in writing within ten (10) Business Days of the Data Delivery Pack if it is content for the pack to be submitted to the relevant Site Specific Acceptance Board or of any amendment it requests to be made to the pack. The Authority's right to request such amendments being restricted to where it believes that the pack is not compliant, or does not contain sufficient evidence to determine compliance, with the Authority's Requirements. Where the Authority requests amendments to the pack, the Contractor shall incorporate such amendments and submit a revised pack within ten (10) Business Days.
17. Following submission of the revised pack, the Authority shall have a further ten (10) Business Days to notify the Contractor of whether it is content for the revised pack to be submitted to the relevant Site Specific Acceptance Board or requires further amendments. Where Authority requests further amendments to the pack, the Contractor shall incorporate such amendments and submit a revised pack within ten (10) Business Days. This process shall continue until the Authority is content for the pack to be submitted to the relevant Site Specific Acceptance Board.
18. Following confirmation that the Authority is content for the pack to be submitted to the Site Specific Acceptance Board, the Authority shall convene the relevant Site Specific Acceptance Board as soon as practically possible. The Contractor shall ensure that a suitably qualified representative attends each of the Site Specific Acceptance Board following notification by the Authority of the time and date of such boards.
19. The Authority will formally notify the Contractor within five (5) Business Days of the relevant Site Specific Acceptance Board of whether the Board in accordance with RA 3143:

- a. approved pack and the Release into Service of the Guardian system at the relevant Site;  
or
- b. requires amendments to the pack to demonstrate compliance with the Authority's Requirements. Where the Board requests amendments to the pack, the Contractor shall incorporate such amendments and submit a revised pack to the Authority within ten (10) Business Days. No later than ten (10) Business Days following receipt of the revised pack, the Authority shall re-convene the relevant Site Specific Acceptance Board to consider whether the revised pack demonstrates compliance with the Authority's Requirements. This process shall continue until the Board is satisfied that the pack demonstrates compliance with the Authority's Requirements.

20. If at any stage in the process set out in this Annex J, the Contractor fails to submit the draft RiSE (or any revisions thereafter) within the time periods specified in this Annex J, then the Authority (including the PSEC and the MAA) shall be under no obligation to review the relevant documentation when it is submitted by Contractor within a specific number of Business Days, as the resources to review such documentation may no longer be available to the Authority as a result of the Contractor's delay. The Authority shall, however, endeavour to review such documentation as soon as reasonably possible and respond to the Contractor accordingly. Any resulting delay to the planned ATM Equipment Acceptance Board and/or SSACB in the Delivery Schedule at Annex D of this contract shall be at the Contractor's risk, with no relief available from termination or any other remedy set out in this Contract.

21. Following approval of the the SSACB and successful achievement of the applicable Technical Transfer event, as specified at Condition 7 of the Contract, contractual acceptance by the Authority shall deem to have occurred, and the relevant In-Service Support provisions shall apply.