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| | MINISTRY OF DEFENCE SCHEDULE OF REQUIREMENTS COVERING : SUPPORT TO ROYAL NAVY HISTORIC FLIGHT TO INCLUDE CORE SERVICE, REPAIR AND OVERHAUL AND OTHER ASSOCIATED TASKING | CONTRACT NO. (to be quoted on all correspondence) HELSS/0078 |
| Issued with DEFFORM 47 on: 7th April 2017 | | Previous Ctt No. (Renewal Ctts Only): |

| ITEM NO | DESCRIPTION | FIRM PRICE £ EX VAT |
|---------|---|---|
| 1. | Core Services - The provision of management, logistics and engineering services for Royal Navy Historic Flight (RNHF) aircraft in accordance with the Statement of Requirement detailed at Annex A. | Firm Priced in accordance with Condition 8 and Annex C. |
| 2. | Performance of ad-hoc tasks authorised in accordance with Task Authorisation Forms (TAFs) at Annex D raised in accordance with Condition 7 of the Contract. | Firm Priced in accordance with Condition 8 and Annex D and Annex E. |

Table II: Delivery of Articles/Services

| ITEM NO | START | FINISH |
|---------|----------------------------------|---|
| 1. | On acceptance of the Contract | In accordance with Contract Condition 4 |
| 2. | As agreed on each individual TAF | As agreed on each individual TAF |

The Contract is subject to Conditions 1-17, Annexes A - F and Appendices 1-3



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ANNEXES TO THE CONTRACT

- Annex A - Statement of Requirement
- Annex B - List of applicable MAA Regulatory Articles
- Annex C - Pricing and Payment
- Annex D - Task Approval Form
- Annex E - List of Agreed Tasking Authorisation Forms
- Annex F - Tenderer's Commercially Sensitive Information (DEFFORM 539A)
- Appendix 1 - Abbreviations
- Appendix 2 - Definitions
- Appendix 3 - Addresses and other Information



1. GENERAL CONDITIONS

1.1. The following DEFCONs shall apply:

- DEFCON 5J** (Edn.18/11/16) - Unique Identifiers
- DEFCON 23** (Edn.08/09) - Special Jigs, Tooling and Test Equipment
- DEFCON 68** (Edn.02/17) - Supply of Data for Hazardous Articles, Materials and Substances
- DEFCON 76** (Edn 12/06) - Contractors Personnel at Government Establishments
- DEFCON 117** (Edn 10/13) - Supply of Information for NATO Codification and Defence Inventory Introduction
- DEFCON 129** (Edn.18/11/16) - Packaging (For Articles other than Munitions)
- DEFCON 129J** (Edn.18/11/16) - The Use of Electronic Business Delivery Form
- DEFCON 501** (Edn.08/16) - Definitions and Interpretations
- DEFCON 502** (Edn.06/14) - Specifications Changes
- DEFCON 503** (Edn.12/14) - Formal Amendments to Contract
- DEFCON 507** (Edn.10/98) - Delivery
- DEFCON 513** (Edn.11/16) - Value Added Tax
- DEFCON 514** (Edn.08/15) - Material Breach
- DEFCON 515** (Edn.02/17) - Bankruptcy and Insolvency
- DEFCON 516** (Edn.04/12) - Equality
- DEFCON 518** (Edn.02/17) - Transfer
- DEFCON 520** (Edn.02/17) - Corrupt Gifts and Payments of Commission
- DEFCON 522** (Edn.18/11/16) - Payment and Recovery of Sums Dues
- DEFCON 524** (Edn.10/98) - Rejection
- DEFCON 525** (Edn.10/98) - Acceptance
- DEFCON 526** (Edn.08/02) - Notices



-
- | | |
|---|---|
| DEFCON 527 (Edn.09/97) | - Waiver |
| DEFCON 528 (Edn.05/12) | - Overseas Expenditure, Import & Export Licences |
| DEFCON 529 (Edn.09/97) | - Law (English) |
| DEFCON 530 (Edn.12/14) | - Dispute Resolution (English Law) |
| DEFCON 531 (Edn.11/14) | - Disclosure of Information |
| DEFCON 532A (Edn. 06/10) | - Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority) |
| DEFCON 534 (Edn. 18/11/16) | - Subcontracting and Prompt Payment |
| DEFCON 537 (Edn.06/02) | - Rights of Third parties |
| DEFCON 538 (Edn.06/02) | - Severability |
| DEFCON 539 (Edn 08/13) | - Transparency |
| DEFCON 550 (Edn 02/14) | - Child labour and Employment Law |
| DEFCON 566 (Edn.10/16) | - Change of Control of Contractor |
| DEFCON 601 (Edn.04/14) | - Redundant Materiel |
| DEFCON 602A (Edn.12/06) | - Deliverable Quality Plan |
| Contractor to submit a Quality Plan to the Authority within 3 months of Contract Award. | |
| DEFCON 604 (Edn.06/14) | - Progress Reports |
| DEFCON 606 (Edn.06/14) | - Change and Configuration Control Procedure |
| DEFCON 608 (Edn.10/14) | - Access and Facilities to be Provided by the Contractor |
| DEFCON 609 (Edn.06/14) | - Contractor's Records |
| DEFCON 611 (Edn.02/16) | - Issued Property |
| DEFCON 612 (Edn.10/98) | - Loss of or Damage to the Articles |
| DEFCON 619A (Edn.09/97) | - Customs Duty Drawback |
| DEFCON 620 (Edn.06/14) | - Contract Change Control Procedure |
| DEFCON 621B (Edn.10/04) | - Transport (if the Contractor is responsible for transport). |
| DEFCON 624 (Edn.11/13) | - Use of Asbestos |



- DEFCON 627** (Edn.12/10) - Quality Assurance - Requirements for a Certificate of Conformity
- DEFCON 630** (Edn. 03/15) - Framework Agreements
- DEFCON 637** (Edn.18/11/16) - Defect Investigation and Liability
- DEFCON 642** (Edn.06/14) - Progress Meetings
- DEFCON 643** (Edn 12/14) - Price Fixing (Non-qualifying contracts)
For the purposes of the Item 2 of the Schedule of Requirement only.
- DEFCON 644** (Edn.05/15) - Marking of Articles
- DEFCON 647** (Edn 09/13) - Financial Management Information
- DEFCON 656B** (Edn.08/16) - Termination for Convenience - £5m and Over
- DEFCON 658** (Edn 04/17) - Cyber
- 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.03/16) - Accounting for Property of the Authority

1.2. Intellectual Property Rights

- DEFCON 14** (Edn.11/05) - Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
- DEFCON 15** (Edn.02/98) - Design Rights and Rights to Use Design Information
- DEFCON 16** (Edn 10/04) - Repair and Maintenance Information
- DEFCON 21** (Edn.10/04) - Retention of Records
- DEFCON 90** (Edn.11/06) - Copyright
- DEFCON 632** (Edn.08/12) - Third party Intellectual Property - Rights and Restrictions.



1.3. Quality Assurance

1.3.1. The Contractor shall comply with the following QA Conditions:

| | | |
|-----------------|-----------------------------|---|
| AQAP 2105 | Edn 2 | NATO Requirements For Deliverable Quality Plan - Procedural Requirements |
| AQAP 2110 | Edn 3 or Edn D Version 1 | NATO Quality Assurance Requirements For Design, Development And Production (Edition 3 or Edition D Version 1) |
| DEF-STAN 05-100 | Issue 5 AL.1 | Requirements for Certification of Aircraft for Authorised Flights and Ground Runs |
| DEF-STAN 05-57 | Issue 6 | Configuration Management of Defence Material |
| DEF-STAN 05-61 | Part 1 Issue 6 | Concessions |
| DEF-STAN 05-61 | Part 4 Issue 3 (AL1) | Contractors Working parties - QA Requirements |
| DEF-STAN 05-135 | Issue 1 | Avoidance of Counterfeit Material |
| DEF-STAN 05-123 | Part 1 Issue 2 | Technical Procedures for the Procurement of Aircraft, Weapon and Electronic Systems |
| DEF-STAN 05-123 | Part 6 Issue 2 | Procedures for the procurement of Aircraft engines and their accessories |

1.3.2. For the purposes of the Contract and AQAP 2110, the Contractor shall maintain his Quality Management System in accordance with ISO 9001:2008 or ISO 9001: 2015.

1.3.3. No second hand or previously used material not owned by the Authority shall be supplied in furtherance of this Contract without the express written permission of the Authority's Project Manager. The Project Manager will require the full history of any such material.



2. PRECEDENCE

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

2.1.1. Conditions 2 - 17;

2.1.2. Condition 1 (General Conditions);

2.1.3. Statement of Requirement (SOR) at Annex A;

2.1.4. Other Annexes;

2.1.5. Other referenced documents.

2.2. Discrepancies in documentation

2.2.1. The Authority will clarify any discrepancy, inconsistency, divergence or anomaly between or within any of the documents referred to above as soon as reasonably practicable. Where the Contractor does not agree with the clarification of the discrepancy, inconsistency, divergence or anomaly and that it is material to its rights and obligations under this Contract, then the matter will be referred to the Dispute Resolution Procedure in accordance with Condition 12 - Dispute Resolution. Any resulting amendment to this Contract shall be made in accordance with DEFCON 503.



3. PUBLIC AND MEDIA RELATIONS

3.1. Subject to sub-clauses 3.2 and 3.3 of this Condition, the Contractor and the Authority shall not make (and the Contractor shall ensure that no company within the Contractor Group makes) communications or disclosures to any representatives of the public, popular or technical press, radio, television and other communication media on any and all matters concerning this Contract or the subject matter of the agreements without:

3.1.1. the consent of the Authority (in the case of a communication or disclosure by a member of the Contractor Group); or

3.1.2. the consent of the Contractor (in the case of a communication or disclosure by the Authority),

3.1.3. in relation to the content of such communication or disclosure, such approvals not to be unreasonably withheld or delayed.

3.2. Notwithstanding Clause 3.1, in the event that a company within the Contractor Group is required by law or the regulations of any recognised securities exchange to make a communication or disclosure, the prior approval of the Authority shall not be required, but to the extent that the urgency of the circumstances permit, the Contractor shall use reasonable endeavours to notify the Authority of the content of the communication or disclosure, and take into account the reasonable representations of the Authority as to the content of such communication or disclosure.

3.3. Notwithstanding Clause 3.1, in the event that the Authority are required by law to make a communication or disclosure, or do so by way of a ministerial announcement, in a parliamentary forum or otherwise in the course of governmental business, the prior approval of the Contractor pursuant to Clause 3.1 shall not be required, but to the extent that the urgency of the circumstances permit, the Authority shall use reasonable endeavours to notify the Contractor of the content of the communication or disclosure, and take into account the reasonable representations of the Contractor as to the content of such communication or disclosure.

3.4. Any publicity issued by either party will, unless otherwise agreed, contain an appropriate reference to this Contract.



4. DURATION

4.1. This Contract shall come into force upon signature of DEFFORM 10 by the Contractor and shall remain in force until 31st March 2022. However any IPR and commercial exploitation rights of the Authority shall continue as appropriate.

4.2. Option Period 1 - By accepting the Contract, the Contractor gives the Authority the option to extend the Contract for a further year (1st April 2022 to 31st March 2023). The Authority shall exercise this option, by giving written confirmation, no later than 30th November 2021 and shall be on the same Terms and Conditions as the original Contract duration. Pricing for the Option Period is detailed at Annex C.

4.3. Option Period 2 – In the event that Option Period 1 is exercised the Contractor gives the Authority the option to extend the Contract for a further year (1st April 2023 to 31st March 2024). The Authority shall exercise this option, by giving written confirmation, no later 30th November 2023 and shall be on the same Terms and Conditions as the original Contract duration. Pricing for the Option Period is detailed at Annex C.

4.4. Where this Contract expires and the work under any item is not due to be completed, or all work has not been completed prior to such expiry, then the incomplete work shall be completed in accordance with the requirements of the Contract unless the Authority directs the Contractor otherwise.



5. SCOPE OF WORK

5.1 During the term of this Contract, the Contractor shall perform the Contract in accordance with the Statement of Requirement at Annex A to the Contract. Additional Tasks may be authorised under Schedule Item 2 by following the procedure detailed at Clause 7.2 below.

5.2 All work shall be carried out to the reasonable satisfaction of the Type Airworthiness Authority or his delegated representative



6. CONTRACT MANAGEMENT

- 6.1 The Contractor shall nominate a Contract Manager, who shall be fully responsible for managing and controlling the commercial aspects of the Contract. The Contractor's Contract Manager shall be the single point of contact for the Authority for all commercial aspects of the Contract.
- 6.2 The Contractor shall nominate a Project Manager who shall be fully responsible for managing and controlling the technical and programme aspects of the Contract. The Contractor's Project Manager shall be the single point of contact for the Authority for all technical aspects of the Contract.



7. AUTHORISATION OF WORK

7.1 Item 1 of the Schedule of Requirements – Core Services - The provision of management, logistics and engineering services for Royal Navy Historic Flight (RNHF) aircraft in accordance with the Statement of Requirement detailed at Annex A.

7.1.1. On acceptance of the Contract the Contractor shall proceed with performance of the Contract.

7.2 Item 2 of the Schedule of Requirements – Additional Tasking

Raising a Task Authorisation Form (TAF)

7.2.1 Part A - Additional Task definition - In the event the Authority has a requirement for an Additional Task the Authority shall raise a TAF in the format of Annex D stating the requirement. Each TAF shall be allocated a unique serial number by the Authority.

7.2.2 Part B - Contractor's Quotation

7.2.3 The Contractor shall review the completed TAF Part A and (if required) ask for further clarification of the Authority's requirement within 10 Working Days of receipt of the TAF. The point of contact for clarification and further details shall be the Authority's Project Manager detailed at Box 2 of the DEFFORM 111.

7.2.4 The Contractor shall provide, within 30 Working Days or as otherwise agreed, the following details on submission of the TAF (Part B) to the Authority:

7.2.4.1 A firm price to complete the Additional Task. The firm price is to be broken down into man-hours and utilising the hourly rates at Annex C, and shall include:

7.2.4.1.1 A list of any Spares required to complete the Additional Task;

7.2.4.1.2 The target date for completion of the Additional Task,

7.2.4.1.3 The validity period of the price,

7.2.4.1.4 Any subcontract/external source required to undertake this Additional Task;

7.2.4.1.5 Details of where the Additional Task is to take place.

7.2.5 Part C - Authority authorisation

7.2.5.1 The Contractor shall not commence with performance of the Additional Task until the TAF Part C (Authority Authorisation) has been signed by the Authority's Commercial Manager and Project Manager detailed at Boxes 1 and 2 of the DEFFORM 111.

7.2.5.2 If applicable a DEFFORM 315 shall be completed.



7.2.5.3 If the Authority requires further information on a TAF Part B quotation this shall be informed to the Contractor by the Authority signing TAF Part C 2b.

7.2.5.4 On receipt of a TAF Part B, if the Authority does not wish to proceed any further then this shall be notified to the Contractor by the Authority signing TAF Part C 2c.

7.2.5.5 If the Contractor and the Authority's Project Manager decide that the requirement for Additional Task requires amendment, then with the agreement of the other party either:

7.2.5.5.1 A revised issue of the original Additional Service may be approved or,

7.2.5.5.2 The original Additional Service shall be cancelled.

7.2.6 Part D - Completion of the Additional Service

7.2.6.1 A summary of all Task Authorisation Forms will be added to Annex E - List of Agreed Tasks by Contract amendment.



8. PRICE

8.1 Item 1 of the Schedule of Requirements.

8.1.1 The firm price for the Core Service shall be that detailed at Annex C.

8.2 Item 2 of the Schedule of Requirements

8.2.1 Additional Tasks shall be authorised under Condition 7. The rates at Annex C shall be firm for the Contract. The price shall be the firm price as set out in each TAF and agreed on a case by case basis.



9. PERFORMANCE MEASUREMENT

9.1. Item 1 of the Schedule of Requirements – Core Service

| Item | Description | Measure |
|------|---|---|
| 1 | Supply a Core Support Service in accordance with Annex A. | Presented at the Contract Performance Review as described in Annex A & Contract Condition 16. |
| | Achievement by the Contractor of Design Accreditation Organisation Scheme (DAOS). | DAOS accreditation for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines to be achieved within 6 months of Contract start. |
| | Achievement by the Contractor of Design Accreditation Organisation Scheme (MAOS). | MAOS accreditation for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines to be achieved within 6 months of Contract start |
| | Achievement by the Contractor of Production Organization (PO). | PO accreditation for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines to be achieved within 6 months of Contract start |
| | ISO 9001:2008 or ISO 9001: 2015 | ISO9001:2008 or ISO 9001:2015 accreditation to be achieved within 6 months of Contract start |

Table 1 – Performance Measures for delivery of the Core Service

9.2. Item 2 of the Schedule of Requirements – Additional Tasks

9.2.1. The performance measures applicable to TAFs shall be agreed when tasks are added to the Contract.



10. PAYMENT

10.1. Item 1 of the Schedule of Requirements

10.1.1. Details of payment for Item 1 are at Annex C.

10.1.2. Item 1 shall be paid monthly in arrears for satisfactory delivery of the service in accordance with the payment plan at Annex C.

10.2. Item 2 of the Schedule of Requirements

10.2.1. Payment for Additional Tasks will not take place until completion of the Additional Task has been confirmed by the signing of Part D by the Contractor and by the Authority's Project Manager detailed at Box 2 of the DEFFORM 111.

10.3. In the event of Contractor's Default, Condition 11 shall apply to payment.



11. CONTRACTOR'S DEFAULT

11.1. Item 1 of the Schedule of Requirements – Technical Support Services

11.1.1. The monthly payments for Item 1 identified in Annex C shall be considered to be interim payments against the final payment due annually under this Contract. Notwithstanding the above, the Authority shall not be obliged to make an interim payment to the Contractor if it has reasonable cause to believe that either the work has not been completed or the Authority has reasonable cause to believe that the Contractor will be unlikely to render complete performance of its obligations in this Contract.

11.1.2. Attainment of DAOS, MAOS, PO & ISO9001 accreditation

11.1.2.1. If DAOS accreditations for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines is not achieved within 6 months of Contract award then withhold payments of 15% will apply to Item 1 of the Monthly Core Service as detailed at Annex C. The withhold will commence from Year 1 - Monthly Payment 7.

11.1.2.2. If MAOS accreditations for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines is not achieved within 6 months of Contract award then withhold payments of 15% will apply to Item 1 of the Monthly Core Service as detailed at Annex C. The withhold will commence from Year 1 - Monthly Payment 7.

11.1.2.3. If PO accreditations for the Royal Navy Swordfish, Pegasus 30 and Centaurus 18 aero-engines is not achieved within 6 months of Contract award then withhold payments of 15% will apply to Item 1 of the Monthly Core Service as detailed at Annex C. The withhold will commence from Year 1 - Monthly Payment 7.

11.1.2.4. If ISO9001:2008 or ISO9001:2015 accreditations is not achieved within 6 months of Contract award then withhold payments of 15% will apply to Item 1 of the Monthly Core Service as detailed at Annex C. The withhold will commence from Year 1 - Monthly Payment 7.

11.1.3. The total of any Withhold payments will be returned in full on the achievement of the relevant accreditation.

11.1.4. The provisions of clauses 11.1.2 and 11.1.3 do not apply if any of the events detailed in this clause 11.1.4 occur :

11.1.4.1.1. Unavailability of Authority personnel to support progress reviews or to conduct audits.

11.1.4.1.2. Lack of or late response to clarification questions by the Authority.

11.1.4.1.3. Failure to agree scope and/or funding between the Authority and the Contractor prior to contract award.



11.1.5. For the purposes of DEFCON 514 and without prejudice to Condition 11.1.2, if the Contractor does not attain DAOS, MAOS, PO and ISO9001:2008 / ISO9001:2015 accreditation within 12 months of Contract Award then the Authority will consider this to be a Material Breach.



12. DISPUTE RESOLUTION

12.1. Should a dispute arise, the dispute shall be resolved in the following manner:

12.1.1. Stage 1 – In the first instance the Authority's and Contractor's Project Manager, and where appropriate the Authority's and Contractor's Commercial Managers, shall resolve any disputes within 30 calendar days.

12.1.2. Stage 2 - Should the dispute not have been resolved at Stage 1 within 30 calendar days or otherwise agreed timeframe, the matter shall be referred to both parties' senior project management hierarchy (this shall be Authority and Contractor equivalents with equal numbers of personnel representing each of the parties). Should the dispute remain unresolved after a further 30 calendar days (or such period as mutually agreed by the parties); the provisions of 12.1.3 below shall apply.

12.1.3. Notwithstanding the provisions of 12.1.1 and 12.1.2, the Authority or the Contractor may resort to Arbitration or Alternative Dispute Resolution (ADR) in accordance with DEFCON 530 following a period of 60 calendar days or otherwise agreed timeframe for negotiations acting reasonably and in good faith.

12.1.4. The Authority and the Contractor shall continue to comply with, observe and perform all of their obligations in this Contract regardless of the nature of any dispute which arises and notwithstanding referral of any such Dispute Resolution under this Condition and shall give effect forthwith to any decision of the Arbitrator delivered under this Condition.



13. DESIGN ORGANISATION

13.1. The Contractor as the Approved Maintenance and Production Organisation shall under their approvals set up a Design Organisation Exposition in liaison with the Design Advisors (BAe & Rolls Royce) within 6 months of contract award. The Design Organisation Exposition shall be sustained for the duration of the Contract in accordance with the current Military Airworthiness Authority (MAA) approvals.

13.2. The Contractor shall be responsible to the Authority for his subcontractor's work.

13.3. Subcontractors - The Contractor shall:

13.3.1. Provide and maintain adequate specifications for subcontracted material

13.3.2. Delegate authority as appropriate for the detailed design of the materiel, after approval from the relevant design advisor and agree the arrangements for preparation, updating and custody of drawings and other design records, and for design acceptance.

13.3.3. Ensure that the design and testing of subcontracted material is adequate for the proposed application.

13.3.4. Obtain from subcontractors nominated as Design Organisations in accordance with RA 5850 a Certificate of Design (CofD) that the materiel complies with the Specification, and confirm in writing to the subcontractor his acceptance of the certification.

13.3.5. The Contractor shall notify the Authority of the name of the subcontractor, the nature of the service and the technical requirements before placing a subcontract for any significant design or development service.

13.3.6. When a subcontractor is not design approved the Contractor shall either incorporate the design of the subcontracted items (other than standard parts) in his own drawings or ensure the subcontractor follows relevant procedures of the RA 5000 series regulations.

13.3.7. The Contractor shall not alter the design of any Government Furnished Equipment (GFE) without the permission of the Authority. The Contractor shall ensure that the design of the installation using GFE is in accordance with the specific requirements of such equipment.

13.3.8. The Contractor shall provide access to records, including subcontractor records, for Contract purposes; to enable the Authority appointed Independent Safety Auditor (ISA) to carry out Safety audits and other assessment activities to meet Authority Safety requirements.



14. MILITARY AIRWORTHINESS AUTHORITY REQUIREMENTS

14.1. The Contractor shall comply with the following MAA Regulatory Publications (MRP) issued by the Military Aviation Authority (the Regulator)

14.1.1. Overarching documents:

MAA01: MAA Regulatory Policy

MAA02: MAA Master Glossary

MAA03: MAA Regulatory Processes

14.1.2. Regulatory Articles (RA):

As detailed at Annex B

14.1.3. MAA Manuals:

MAP-01 Manual of Maintenance and Airworthiness Processes

MAP-02 Manual of Maintenance and Airworthiness Processes (Supplement) - MoD Form 700 Series of Forms

14.2. The Contractor shall comply with the Regulations set out in the above RA by following:

14.2.1. the acceptable means of compliance ("AMC") prescribed therein;

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

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

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



15. EXPORT LICENSES

15.1. It shall be the sole responsibility of the Contractor to obtain in a timely manner any overseas export licences required to perform any of its obligations under the Contract.



16. PROGRESS MEETINGS

16.1. Performance and Airworthiness Meetings shall be required to review all aspects of the Contract over the preceding period.

16.2. The Performance and Airworthiness Meetings detailed below shall be the minimum meetings requirement:

| Meeting | Abbreviation | Minimum Frequency |
|---|--|--------------------------------|
| Contract Performance Review Meeting. | PRM | 6 Monthly (2 per annum) |
| DE&S Merlin (Historics) Swordfish Platform Integrity Working Group (Combined Working Group in accordance with Regulatory Article 5720,5721 & 5722) | Swordfish PLIWG | 6 Monthly (2 per annum) |
| Additional and ad hoc meetings; this may include requests to attend other such meeting and meetings to address specific issues outside of the above meeting arrangements. | Initial Start up meeting post contract award, Airworthiness, operating safety, configuration management, Propulsion System LTC(s), material supply, technical support, modifications and Configuration Control & Sea Fury Return to Flight activities, potential future Sea Fury Platform Integrity Working Groups. (2 per annum) | |

Table 2 - Meeting Schedule

Contract Performance Review Meeting (PRM)

16.3. The attendees at the PRM shall be as follows:

Authority members

- 16.3.1. Authority's Output Manager - also to act as Chairman
- 16.3.2. Swordfish & Propulsion Engineering Authority's
- 16.3.3. Authority's Commercial Representative
- 16.3.4. Support Authority acting on behalf of the Swordfish TAA



Contractor members

- 16.3.5. Contractors Project Manager - also to act as Secretary
- 16.3.6. Commercial Manager
- 16.3.7. Quality Manager

16.4. A nominated deputy of a member of the PRM may attend meetings in place of the member so nominating them.

16.5. Other members from the Authority or the Contractor may be co-opted to the PRM with the agreement of both parties to this Contract. Both parties shall ensure that each meeting is attended by personnel with sufficient authority to respond and make decisions on any commercial aspect of the Contract.

16.6. A record of all decisions reached and actions in the form of Minutes of the Meeting shall be taken by the Secretary (Contractor Project Manager). Within ten Working Days of the meeting, these minutes shall be submitted to the Chairman for approval. Subsequently, on receipt of the approved minutes, the Secretary shall then circulate the approved minutes to the agreed distribution list.

16.7. The Contractor shall generate a data pack to cover the PRM agenda topics in soft and hard copy to support the meetings.

16.8. The PRM shall;

16.8.1. Review the Contractors Performance of Item 1 of the Schedule of Requirements during the previous 6 month period.

16.8.2. Review the Contractors Performance of Item 2 of the Schedule of Requirements during the previous 6 month period.

16.8.3. Forecast potential requirements against Item 2 of the Schedule of Requirements for the next 6 month period.

16.8.4. Address and resolve Programme, Logistic and Airworthiness issues.

16.8.5. Provide details of obsolescence and configuration changes to build standard, design change activity (i.e. proposed drawing amendments, concessions and deviations) & detail manufacturing activities under the contractor's production approvals, detailing all instances of design advice sought.

16.8.6. Provide suggestions for process improvements and modifications.

16.8.7. Review agreed programme risks and mitigation activities.

16.8.8. Review and record any Learning From Experience (LFE) or continuous improvement activities.



Swordfish Platform Integrity Working Group (PLIWG)

16.9. In accordance with Regulatory Article 5720, 5721 & 5722, the Authority has a requirement for Structural, System and Propulsion Integrity Management.

16.10. The Contractor as a key stakeholder shall attend the 6 monthly PLIWG as part of continuous airworthiness management activities.

16.11. The attendees at the PLIWG shall be as follows:

Authority members

16.11.1. Swordfish Type Airworthiness Authority - also to act as Chairman

16.11.2. Swordfish Structural/System & Propulsion Support & Engineering Authority's

16.11.3. Authority's Commodities Team Representative

16.11.4. Authority's Safety Manager – also to act as the secretary

16.11.5. Release To Service Authority Representatives

16.11.6. 1710 Naval Air Squadron Representatives

16.11.7. MoD Handling Squadron Representative

16.11.8. Military Aviation Authority Representatives

16.11.9. Civil Aviation Authority Representative

16.11.10. BAEs & RR Design Advisors

16.11.11. Independent Structural Airworthiness Advisor (QinetiQ)

16.11.12. MoD Continuous Airworthiness Management Representatives – Senior Aircraft Engineer (Fixed Wing) & CAMO Warrant Officer

16.11.13. Royal Navy Historic Flight Representatives – Commanding Officer & Chief Engineer

Contractor members

16.11.14. Contractors Accountable Manager



17. SUSTAINABLE PROCUREMENT

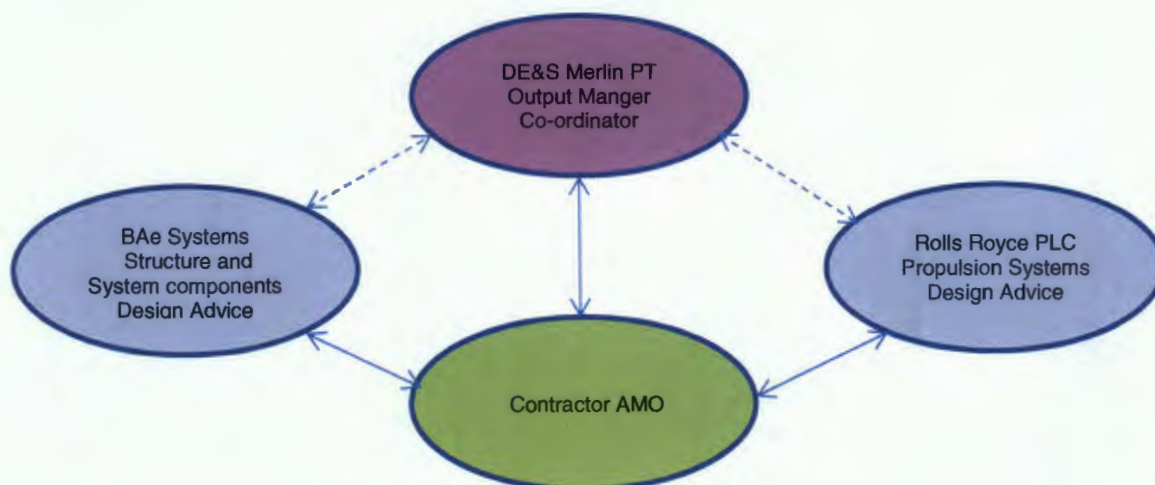
17.1 The Contractor shall take all reasonable steps to ensure that all activities under this Contract shall comply with certified environmental management standards based on ISO14001 or equivalent.



Swordfish AMO/PO Statement of Requirement for Core Support & Adhoc Tasking

Introduction

1. Navy Command's Royal Navy Historic Flight (RNHF), based at Royal Naval Air Station Yeovilton in Somerset, operates a small fleet of military-registered historic aircraft. DE&S Merlin PT provides Type Airworthiness Authority (TAA) and Support Authority (SA) services in support of Navy Command's military-registered historic aircraft.
2. **Scope:** The primary focus is upon MAA Regulatory Publication (MRP) support for Fairey Swordfish aircraft (all marks) and Bristol Pegasus and Centaurus propulsion systems but task scope may include other air systems, propulsion systems and equipment in future. Services requested under this contract may include Repair & Overhaul (R&O), acquisition, production/manufacturing, technical services, design support & training and other support requirements as tasked by the Authority.
3. Aircraft types will be deemed to include the entire air vehicle (including all aero-structure, surfaces and air system components and assemblies). Propulsion systems are deemed to include the aero-engine, propeller and propeller assemblies, engine accessories/ancillaries, engine-driven systems, support structure and connections. Aircraft and Propulsion system equipment are deemed to include their respective Ground Support Equipment (GSE) & Special-to-Type Containers (STCs).
4. This Statement of Requirement (SoR) defines the Authority's requirement to support the MOD TAA and RN Aviation Duty Holder by sustained delivery of in-service equipment reliability and effective MRP-compliant support services to maximise air safety at all times and achieve aircraft availability when needed. The contractor is expected to gain a MAA DAOS/PO/MAOS approval within 6 months of contract award covering Swordfish, Pegasus 30 and Centaurus 18 aero-engines.
5. Under this contract the contractor as an Approved Maintenance Organisation (AMO) and Production Organisation (PO) utilising their Design, Production and Maintenance Approvals will be required to work closely with both Rolls Royce PLC and British Aerospace (BAe) Systems and other design organisations as applicable, for assistance with design oversight and advice. For Example: concessions/deviations to manufacture drawings, repair advice and schemes & minor modifications.
6. It is assumed that all contracting activities will be conducted at the contractors or their sub-contractors premises.





Item 1 – Core Services - The provision of management, logistics and engineering services for Royal Navy Historic Flight (RNHF) aircraft in accordance with the Statement of Requirement detailed at Annex A.

| | Description | Contractor's response |
|----|---|--------------------------------|
| 1 | The Contractor shall provide the following as part of a Core service: | N/A |
| 1a | <u>Design Organization Exposition</u> Within 6 months of contract award the contractor shall propose a Design Organisation exposition and operating procedures with each design advisor (i.e. Rolls Royce PLC &, BAe Systems and other design organisations). Once established this is to be sustained throughout the contract period, which shall be consistent with TAA's and design advisor policies and compliant with the MRP, defining the extent, privileges, dependencies and limitations of the contractor's proposed design activities within the context of this contract and define how the contractor will interact with MOD's design advisors and the TAA. Once approved by the TAA, the Contractor shall ensure all Design Organisation activities it conducts adhere to these agreed procedures. | <u>[CDS01] – Core Elements</u> |
| 1b | <u>Production Organization Exposition</u> Within 6 months of contract award the contractor shall propose a Production Organisation exposition and operating procedures with each design advisor (i.e. Rolls Royce PLC &, BAe Systems and other design organisations). Once established this is to be sustained throughout the contract period, which shall be consistent | <u>[CDS01] – Core Elements</u> |



| | Description | Contractor's response |
|----|--|--------------------------------|
| | with the TAA's and design advisor policies and compliant with the MRP, defining the extent, privileges, dependencies and limitations on the contractor's proposed Production/Manufacturing activities within the context of this contract and define how the contractor will interact with MOD's design advisors and the TAA. Once approved by the TAA, the Contractor shall ensure all Production Organisation activities it conducts adhere to these agreed procedures. | |
| 1c | <u>Use of MO Approvals.</u> Within 6 months of contract award the contractor shall propose a Maintenance Organisation exposition and operating procedures. Once established this is to be sustained throughout the contract period, which shall be consistent with TAA's policies, Navy Command Continuing Airworthiness Management Exposition (CAME) and compliant with the MRP, defining the extent, privileges, dependencies and limitations on the contractor's proposed Maintenance activities within the context of this contract and how the contractor will interact with the TAA and RN CAM. Once approved by the TAA, the Contractor shall ensure all Maintenance Organisation activities it conducts adhere to these agreed procedures. | <u>[CDS01] – Core Elements</u> |
| 1d | <u>Data Retention/Archive.</u> The contractor shall retain all acquisition, manufacturing and R&O records produced under this contract in archive while the air system is operated on the UK Military | <u>[CDS01] – Core Elements</u> |



| | Description | Contractor's response |
|----|--|--------------------------------|
| | Register (in accordance with the MRP). The contractor shall propose an archive protection regime ¹ within 6 months of contract award for TAA agreement and allow the authority access to the data upon request. | |
| 1e | <u>Provide a Technical Query (TQ) and Task Response Service.</u> The contractor shall provide 20 Working Days per annum of technical and logistic query response service support activities. This may occasionally be required on site in support of Forward activities or remote in the event of an aircraft downbird situation or maybe the provision of technical expertise to other MoD agencies. Realistic response times (within 3 working days Priority and 10 working days routine) will be expected. | <u>[CDS01] – Core Elements</u> |
| 1f | <u>MoD Meetings.</u> The contractor shall attend the meetings detailed at Contract Condition 16. Such meetings will typically be held at RNAS Yeovilton (4 planned and 2 Ad hoc meetings per year). | <u>[CDS01] – Core Elements</u> |

¹ This will require proactive action to commit equipment build and test records/drawings to electronic form and to ensure geographic separation between hard-copy archives and electronic records so that satisfactory support to MOD can continue should there be a single disaster (e.g. fire at the Contractor's premises). In addition, the Contractor shall furnish DE&S Merlin PT with an electronic back up of all such records on an annual basis.



Item 2 – Performance of ad-hoc tasks authorised in accordance with Task Authorisation Forms (TAFs) at Annex D raised in accordance with Condition 7 of the Contract.

| | Description | Contractor's response |
|----|---|--|
| 2 | Item 2 are tasks in addition to Core Items 1 that are subject to specific tasking by the Authority when required. Additional tasking could include, but is not limited to, the following: | N/A |
| 2a | <u>Propulsion System Depth Support</u> . Parts-inclusive Repair & Overhaul services for all Pegasus 30, Centaurus 18, including uninstalled testing and other propulsion system equipment. | [CDS02] – Non Core (Ad Hoc tasking) elements |
| 2b | <u>Air System/Aero-Structure Depth Support</u> . Provide aero-structure/air system restoration and repair services and parts-inclusive Repair & Overhaul services for air system components/sub-systems. | [CDS02] – Non Core (Ad Hoc tasking) elements |
| 2c | <u>Spares purchase, acquisition, repair & re-manufacturing services</u> Ad hoc urgent requests for spares, acquisition, manufacture and repairs including STC's and GSE. | [CDS02] – Non Core (Ad Hoc tasking) elements |
| 2d | <u>Fault Investigations</u> . In liaison with the appropriate design advisor the contractor shall conduct MF760 fault investigations to assess the root cause of reported faults and recommend remedial action to mitigate the risks of re-occurrence. Additionally the contractor shall support accident investigation and | [CDS03] – Non Core (Ad Hoc tasking) elements |



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| | Service Inquiries. | |
| 2e | <u>Technical Queries</u> Where technical queries exceed the 20 Working Days per year threshold the Authority shall task the contractor for all additional effort. | [CDS03] – Non Core (Ad Hoc tasking) elements |
| 2f | <u>Aircraft Data Set (ADS)</u> . The contractor shall make changes to the ADS following approval or generation of the content from the Authority. This will require a Technical Authorship element and access to and maintenance of a database utilising Adobe Frame Maker/MS Word. These amendments will include R&O manuals; additionally Topics 1, 3, 5 series & 6 publications. | [CDS04] – Non Core (Ad Hoc tasking) elements |
| 2g | <u>DO's Equipment Safety Assessment</u> . The contractor shall co-operate with organisations as directed by the authority in seeking to review equipment failure modes, equipment safety assessments and maintenance requirements for each air and propulsion system type; | [CDS05] – Non Core (Ad Hoc tasking) elements |
| 2h | <u>Training</u> . The contractor shall respond to requests to provide Ad hoc training, including requests for training modules, supply of training artefacts, additionally on and off site briefings and training instruction; | [CDS05] – Non Core (Ad Hoc tasking) elements |
| 2i | <u>As Flown & As Designed Configuration for RN Aircraft</u> . The contractor shall assist the Naval Aviation Duty Holder (with co-operation of RNHF and the respective design advisors to conduct physical surveys of RN air system assets to ascertain | [CDS05] – Non Core (Ad Hoc tasking) elements |



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| | compliance with or deviation from 'as designed' equipment configuration. This activity is envisaged to be at RNAS Yeovilton. | |
| 2j) | DE&S Merlin Logistics Store The contractor shall assist the Authority to Implement and manage a logistics store. This may include the acquisition, procurement, manufacture, repair and overhaul of components. The contractor maybe asked to store some of the components at the contractors premises as GFX/GFA assets and/or assets/material procured by the Royal Navy. | [CDS05] – Non Core (Ad Hoc tasking) elements |
| 2k | Other Support Services. Deliver any other Support services within the scope of the contract. | N/A |
| 3 | For tasks placed under Item 2 the contractor shall comply with the following: | Contractor's response |
| 3a | Material Atlas. When tasked to repair/overhaul an engine or engine/airframe components the contractor shall compile and maintain a compendium of the configuration standard of individual engines (and air system equipment). This is to detail any component replacements, include material specifications and manufacturing processes applied during the R&O and detail any changes to the latest known build standard prior to issue of first engine/equipment of each type. The Contractor shall submit and send a report to the authority and detail components that are oil wetted in the report. | |



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| 3b | <u>Design Drawing Set.</u> During any manufacture, repair and/or overhaul task, all drawing production/reproduction, conducted under the contractors design approvals (DAOS), where the original design drawings are unavailable are to be retained/archived. Details of any such drawings/design assurance and any changes to the Configuration Status Reports are to be declared at each 6 monthly PRM. | |
| 3c | <u>Design Changes & Production Concessions/Deviations.</u> When necessary the contractor shall compile and submit proposals to the Authority after consultation with the respective design advisors for minor design/configuration changes, technical concessions and deviations when appropriate in support of acquisition, manufacturing, restoration and R&O work. | |
| 3d | <u>Design of Modifications/Configuration Changes.</u> The contractor shall re-build all R&O engines and other components to a defined build configuration standard approved by the Authority. When necessary the contractor shall compile and submit proposals to the Authority after consultation with the respective design advisors for air system & propulsion system configuration changes and modifications. | |
| 3e | <u>Parts Provenance.</u> For spares purchase the contractor shall provide only authentic OEM-manufactured parts. Any deviations from this requirement will have to be agreed by the Authority in accordance with RA 5885. | |



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| 3f | <p><u>Publication amendments as a result of Repair/Overhaul activities.</u></p> <p>During Repair and/or overhaul, where the contractor detects/identifies unsatisfactory features of published manuals and documentation, the contractor shall promptly raise MF765 reports and pass to the Authority.</p> | |
| 3g | <p><u>Uninstalled engine testing</u></p> <p>Tasks requiring uninstalled engine testing shall be conducted in accordance with the OEM Test procedures.</p> | |
| 3h | <p><u>Aircraft Repair Manual (Topic 6)/Repair Schemes.</u></p> <p>The contractor shall compile and submit air system & propulsion system repair schemes (i.e. ARM Topic 6 and Special Repair Instructions) after consultation with the relevant DO.</p> | |