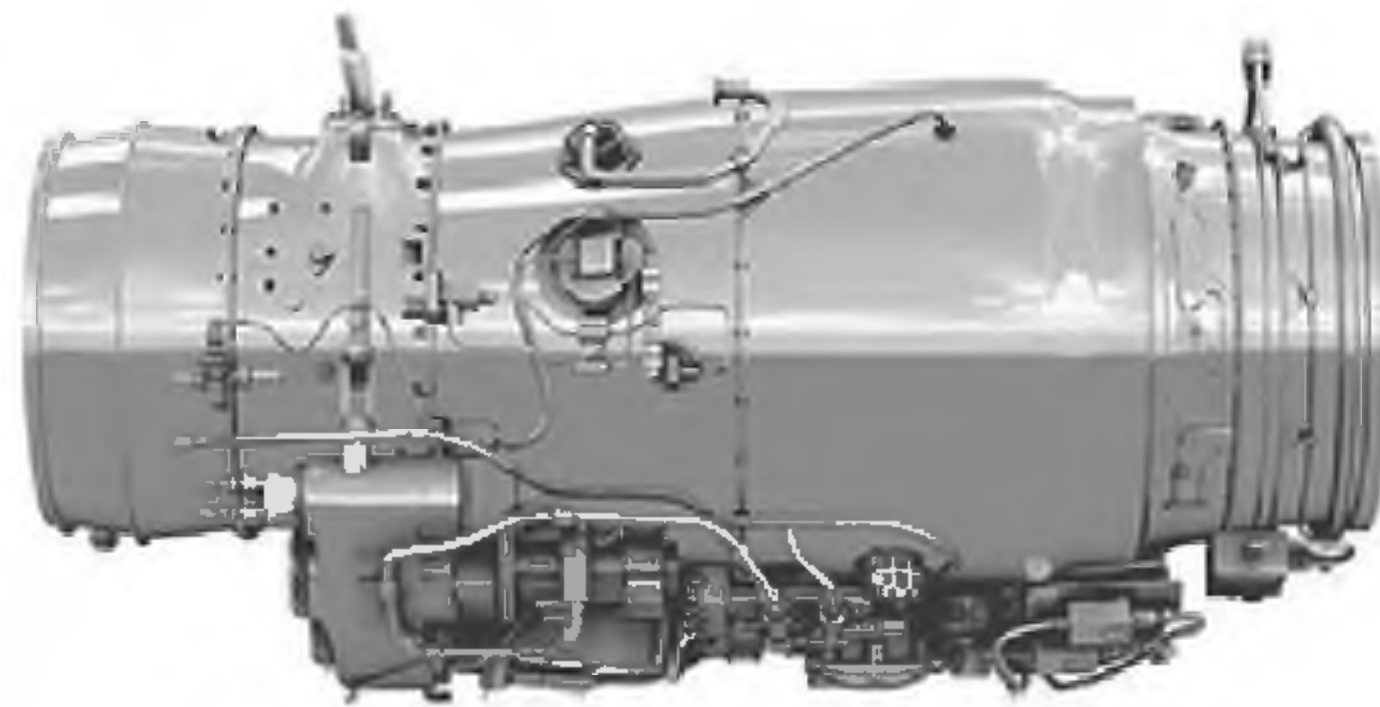




Ministry
of Defence



Rolls-Royce

Contract Number: 702356456

Contract Title: Hawk Engines Support Solution

01 April 2022 – 31 March 2033

OFFICIAL-SENSITIVE COMMERCIAL

Contract ref 702356456

1

Version 1
March 2022

Issue 1

Revision History

DATE	VERSION	DESCRIPTION
<i>March 24 2022</i>	<i>1</i>	<i>Original Contract</i>

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Statement of Requirement			
Name & Address of Contractor Rolls Royce Kings Place 90 York Way London, N19FX		MINISTRY OF DEFENCE Schedule of Requirements For The Hawk Engine Support Solution	Contract No: 702356456 Issued on 24 March 2022
Item No	Description		Price (ex VAT)
1	<u>Core Service</u> Activity 1 Programme Management Activity 2 Technical Support Activity 3 Asset Management and Forward Spares Provision Activity 4 Line Replaceable Unit (LRU) Service Activity 5 Maintenance Repair and Overhaul (MRO) Service		£105,181,419.90
2	<u>Call-off Budgets</u> Repairs Spares Technical Support		£0 £0 £0
3	<u>Additional Services</u> For payment of Additional Services in accordance with the provisions in Schedule 11 (Additional Services)		£0

Part A General Conditions

The Parties agree that the following standard Defence Conditions of Contract (DEFCONs) shall apply to this Contract:

DEFCON	EDITION	DESCRIPTION
5J	18/11/16	Unique Identifiers
14	06/21	Inventions And Designs (Crown rights & Ownership of Patents & Registered Designs) - For the purposes of this Contract, this DEFCON shall apply only to such design and development work as occurs through the Additional Service process under Schedule 11 of this Contract
15	06/21	Design Rights And Rights To Use Design Information - Without prejudice to the rights of the Authority secured under previous Contracts for Adour, the inclusion of DEFCON 15 shall apply only to such design and development works as occurs through the Additional Service process under Schedule 11 of this Contract. In accepting this limitation of the DEFCON, the Contractor recognises that the limitation shall apply solely to work carried out under this Contract and Additional Services and that it does not set a precedence for any future negotiations of any Contracts with the Authority. Any background information developed without the Authority's funding will not be subject to DEFCON 15 and this statement takes precedence over any statement in DEFFORM 315
16	06/21	Repair and Maintenance Information
21	06/21	Retention of Records -This is applicable only in respect of Information expressly stated as also being subject to this DEFCON. Information can be used for anything other than tendering or manufacture
23	06/21	Special Jigs, Tooling and Test Equipment
68	05/21	Supply Of Data For Hazardous Articles, Materials And Substances - For the purposes of Clause 9, it is agreed that rework will be the primary and preferable resolution. This should be raised through the appropriate escalation channels (as agreed within Schedule 7 Governance and Reporting). Should rework not result in total resolution, the Parties agree to follow the Dispute Resolution Procedure defined in the Contract.
76	06/21	Contractors Personnel at Government Establishments -For the purposes of Clause 4 of this DEFCON the limits shall as specified in Clause 30
90	06/21	Copyright - Applicable only in respect of those reports generated and delivered by the Contractor pursuant to this Contract and as listed in Schedule 7 (Governance and Reporting).

113	02/17	Diversion Orders
117	07/21	Supply of Information for NATO Codification and Defence Inventory Introduction
129	02/22	Packaging (For Articles of than Munitions) For the purposes of this DEFCON, Terms and Conditions (Schedule 0) Clause 26 takes precedence.
129J	18/11/16	Use of the Electronic Business Delivery Form
501	10/21	Definitions and Interpretations
503	07/21	Formal Amendment to Contract
507	07/21	Delivery
513	07/21	Value Added Tax (VAT)
515	06/21	Bankruptcy and Insolvency
516	04/12	Equality
518	02/17	Transfer
520	08/21	Corrupt Gifts and Payments - This DEFCON shall be limited to this Contract - references to "any other contract with the Crown" shall not apply.
522	11/21	Payment and Recovery of Sums Due - Clause 6: The amount to be offset by the Authority that is due to the Contractor must be agreed prior to payment plan amendments being enacted on CP&F and may be subject to Clause 58 (Disputed Amounts) of this Contract. The Authority shall confirm with the Contractor which Contract will be the vehicle for payment
524	12/21	Rejection
524A	02/20	Counterfeit Material
525	10/98	Acceptance
526	08/02	Notices
527	09/97	Waiver
528	07/21	Import of Export Licences
529	09/97	Law (English)
530	12/14	Dispute Resolution (English Law)
531	09/21	Disclosure Of Information - For the purposes of this Contract, Clauses 7c of DEFCON 531 shall not apply. For the purposes of Clause 7d, "other person" shall not be an employee of a competing organisation unless the Authority is seeking a follow on Contractor

		under the circumstances of Contractor default or as otherwise provided for under the Contract.
532B	09/21	Protection of Personal Data - For the purposes of this Contract, Personal Data has been defined and limited to; email addresses, first names, second names and role titles. Should the laws regarding personal data change then both Parties have the right to ask the other to revisit this position. Any changes will be mutually agreed.
534	06/21	Subcontracting and Prompt Payment -For the purposes of this Contract, DEFCON 534 will be flowed down to SAFRAN as the Key Sub-Contractor. R-R will use best endeavours to flowdown this DEFCON to any other Sub-Contractors. Where this is not achievable, DEFCON 534 shall not apply and the Contractor shall comply with the Late Payment of Commercial Debts (Interest) Act 1988
537	12/21	Rights of Third Parties
538	06/02	Severability
539	01/22	Transparency
550	02/14	Child Labour and Employment Law
601	04/14	Redundant Material - In Clause 1, the words “as defined in DEFCON 501” shall be deleted and “materiel” shall have the meaning given to “Materiel” in Schedule 1 (Definitions)
602A	12/17	Quality Assurance (With Deliverable Quality Plan)
606	07/21	Loss or Damage to the Articles
608	07/21	Access and Facilities to be provided by the Contractor - Clause 2, as far as reasonably practical, RR have flowed down this requirement. For the purposes of transparency, Safran will not accept flow down of this DEFCON.
609	07/21	Contractor’s Records
611	02/16	Issued Property
612	06/21	Loss Of or Damage to the Article
621A	12/21	Transport (if the Authority is Responsible for Transport)
621B	10/04	Transport (if the Contractor is Responsible for Transport)
624	11/13	Use of Asbestos
627	11/21	Quality Assurance Requirement for a Certificate of Conformity - In line with RA4809, the Contractor is compliant for the delivery of Engines and Modules and these will be delivered with a Form 731.

		For Spares, the Contractor is working to become compliant during the first 12 months from Contract Award
632	11/21	Third Party Intellectual Property – Rights and Restrictions - The Authority recognises that Safran and UTAS are Third Parties to this Contract and that they have been informed of their rights to use and/or disclose such Third Party Intellectual Property via the previous contracts between the Contractor and the Authority covering Mk151 and Mk951 In-Service Support whether such contracts have been direct with the Authority or via BAE Systems
637	05/17	Defect Investigation and Liability -The Authority shall make no claim against the Contractor until liability has been determined
644	07/18	Marking of Articles
654	10/98	Government Reciprocal Audit Arrangements
658	09/21	Cyber - Clause 6.5, wording amended to "The Authority shall endeavour to provide at least 15 calendar days' notice of its intention to conduct an audit."
659A	09/21	Security Measures - For the purposes of this Contract, Clause 8 shall not apply
660	12/15	Official-Sensitive Security Requirements
670	02/17	Tax Compliance
678	09/19	SME Spend Data Collection - This DEFCON is still to be agreed and will not come into force until such time as an amendment to the caveat is agreed. However, the Contractor does collect SME spend data but currently at a companywide level
684	01/04	Limitation Upon Claims in Respect of Aviation Products
691	03/15	Timber and Wood – Derived Products
694	07/21	Accounting For Property Of The Authority - This DEFCON shall only apply in respect of Issued Property to the Contractor by the Authority pursuant to this Contract as listed within Schedule 14 GFA
800	12/14	Qualifying Defence Contract
801	12/14	Amendments to Qualifying Defence Contracts – Consolidated Versions
802	12/14	QDC: Open Book on Sub-contracts that are not Qualifying Sub-contracts
804	03/15	QDC: Confidentiality of Single Source Contract Regulations Information - This DEFCON is still to be agreed and will not come into force until such time as an amendment removes this caveat

Quality Assurance Standards and Conditions including DEFSTANs and Regulatory Articles (RAs) are listed in Schedule 10.

Part B Special Conditions

1. Definitions

Definitions in the Contract are defined in Schedule 1 (Definitions) and shall have the meaning given in that Schedule.

Acronyms in the Contract are set out in Schedule 2 (Acronyms) and shall have the meaning given in that Schedule.

2. Contract Term

Subject to any early termination of this Contract in accordance with the terms of this Contract, this Contract shall commence on the Commencement Date and shall expire on the Expiry Date unless otherwise extended by mutual agreement of the Parties ("the Term").

No Contract expiry or termination shall release any Party from rights or liabilities that have accrued prior to such expiration or termination.

All work authorised during the Term shall be satisfied in full even when such delivery date is beyond the Expiry Date. The Contractor is required to notify the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) of any work outstanding at the end of the Term as part of the agreed Exit Strategy described at Clause 47 (Exit Strategy) to allow the Authority to consider completion of any activity post Term. This Clause 2 shall survive expiry of the Contract.

3. Precedence of Documents

If there is a conflict or inconsistency between any of the documentation under this Contract, the following order of precedence shall apply:

- 3.1.1 the Special Conditions at Part B of this Contract;
- 3.1.2 the General Conditions at Part A of this Contract and any documents expressly called up by such DEFCONs;
- 3.1.3 Schedule 5 (Price and Payment) and Schedule 8 (Performance Management);
- 3.1.4 Schedule 3 (SoSR);
- 3.1.5 all other Schedules.

If a Party becomes aware of any inconsistency within or between the documents referred to in Clause 3.1 above, such Party shall promptly notify the other and the Parties will seek to resolve such inconsistency, provided that if either Party considers the inconsistency to be material then the matter shall be determined in accordance with DEFCON 530 (Dispute Resolution).

4. Formal Amendments to the Contract

Any requirement for a Contract Change shall be subject to DEFCON 503 (Formal Amendments to Contract) and Schedule 4 (Contract Change Including Major Change).

Notwithstanding the provisions of DEFCON 503 (Formal Amendments to Contract) and Schedule 4 (Contract Change Including Major Change), nothing said, done or written by any person, nor

anything omitted to be said, done or written by any person, (including any employee or servant of the Authority) shall in any way:

- 4.1.1 affect the rights of the Authority, or
- 4.1.2 modify, affect, reduce, or extinguish the obligations and liabilities of the Contractor under the Contract, or
- 4.1.3 be deemed to be a waiver of rights of the Authority unless made in writing and signed by the Authority's Commercial Officer (see Box 1 of DEFFORM 111 – Appendix to Contract) as the duly authorised representative of the Authority.

The Authority shall have no liability for any work undertaken by the Contractor which is the subject to an amendment, prior to the conclusion of any amendment in accordance with DEFCON 503 (Formal Amendments to Contract) and Schedule 4 (Contract Change Including Major Change).

5. Obligation of the Authority

The Authority shall comply with all Applicable Laws in the performance of its obligations under this Contract.

Other than Activities 1 to 5 referred to in Schedule 3 (SoSR), the Authority gives no guarantee as to the amount of work to be provided, or the value of orders, taskings, demands or otherwise to be placed under the Contract nor is it obliged to provide the Contractor with any orders, taskings or demands.

The Authority shall provide the Government Furnished Assets (GFA) to the Contractor as listed at Schedule 14 (GFA). The Government Furnished Assets shall at all times remain the property of the Authority; and such GFA shall be used solely for the provision of the Services under this Contract.

6. Obligations of the Contractor

The Contractor shall provide the Contractor Deliverables to the Authority and shall ensure that the Contractor Deliverables are provided in accordance with:

- 6.1.1 the Statement of Service Requirement at Schedule 3;
- 6.1.2 Schedules 1 to 15 of this Contract; and
- 6.1.3 any associated order or Additional Service.

7. Standards of Performance

The Contractor shall (and shall procure that the Contractor Related Parties shall) provide the Contractor Deliverables in compliance with:

- 7.1.1 all Applicable Laws;
- 7.1.2 any applicable standards set out in the relevant order or Additional Services Form.

8. Contractor Related Parties

The Contractor shall be responsible and liable for the acts and omissions of the Contractor Related Parties in the performance of the Contract as if they were the acts and omissions of the Contractor.

9. Authority Related Parties

Subject to the provisions of this Contract, the Authority shall be responsible and liable for the acts and omissions of the Authority Related Parties as if they were the acts and omissions of the Authority.

10. Not Used

11. Contractors Due Diligence

On entering into this Contract, the Contractor agrees it has been given an opportunity to carry out a review and investigation of the documents provided during the tender process and has worked closely with the Authority to agree this Contract. Neither the Contractor nor the Authority shall be entitled to make any claim against the other for:

11.1.1 any information not being provided within the tendering process where such information is not material;

11.1.2 any fact or circumstance which the Parties, or their agents or advisers were, or ought reasonably to have been, aware of as a result of the development of the Cost Model; or

11.1.3 any fact or circumstance which a tenderer, acting in accordance with Good Industry Practice, would have been aware of having made reasonable due diligence enquiries.

12. No Relief

Subject to Clause 13 (Fraudulent Statements), the Contractor shall not in any way be relieved from any obligation under this Contract nor shall it be entitled to make any claim against the Authority (or an Authority Related Party) on the basis that it has relied upon any information, whether obtained from the Authority or Authority Related Party or other third party.

13. Fraudulent Statements

Nothing in this Contract shall exclude any liability which the Parties would otherwise have for statements made fraudulently or fraudulent omissions to make statements prior to the date of this Contract

14. Progress Reporting

The Contractor shall provide progress reports in accordance with Schedule 3 (SoSR) and the Contract Data Requirements List (CDRL) at Appendix A to Schedule 7 (Governance and Reporting) or as reasonably required by the Authority to establish the nature and the progress of the supply of Articles and/or Services being provided under the Contract and any orders.

These reports shall not prejudice any rights or obligations of the Authority or the Contractor under the Contract.

15. Quality Assurance

The Contractor shall comply with the Quality Assurance Standards and Conditions and the quality management requirements detailed in Schedule 10 (Quality, Safety and Modifications).

The Contractor shall provide to the Authority a finalised Quality Plan within twelve (12) weeks of the Commencement Date.

16. Safety Management

The Contractor shall notify the Authority immediately upon becoming aware of any safety issues in relation to the Articles (including any which arise as a result of proposed modifications or new design) and the Contractor shall also:

16.1.1 set out the measures taken by the Contractor, or planned to be taken, to limit or resolve such safety issues; and

16.1.2 attend any meeting regarding such safety issues requested by the Authority; and

16.1.3 provide such supporting evidence as reasonably required by the Authority in order that a safety assessment/safety case can be conducted.

17. Obsolescence

The Contractor shall monitor and manage obsolescence in accordance with Section 4.9 of Schedule 3 (SoSR).

18. Environmental Management

The Contractor shall ensure that all activities performed under the Contract shall comply with certified environmental management standards based on ISO 14001 or equivalent.

In performing the Contractor Deliverables, the Contractor shall comply with all Applicable Law relating to the protection of the environment. The Contractor shall maintain organisational procedures, controls and records to ensure compliance with all Applicable Law relating to the protection of the environment.

The Contractor shall provide such evidence as the Authority may reasonably require that it is complying with all Applicable Law relating to the protection of the environment (including, without limitation, any applicable provisions of DEFCON 76 (Contractor's Personnel at Government Establishments)).

If the Contractor discovers or is notified by the Authority or any regulatory body of:

- (a) any contamination resulting from the provision of the Contractor Deliverables by the Contractor and/or any Contractor Related Party; or
- (b) any contamination which was either present at the Authority Sites before the commencement of the Term or which has been caused by the Authority during the course of this Contract,

the Contractor shall immediately inform the Authority (where the Authority is not already aware) and state the measures which it proposes should be taken to deal with such contamination.

Following consultation with the Authority, the Contractor shall remedy (at its own cost) any contamination resulting from the provision of the Contractor Deliverables. The costs of remedying any contamination falling within 18.4(b) above shall be borne by the Authority.

19. Compliance with the Montreal Protocol

The Contractor shall be responsible for ensuring that all operations carried out by the Contractor and its Sub-Contractors pursuant to the Contract shall at all times comply with the Authority's policy on the supply of information about substances referred to in the Montreal Protocol as such policy is set out in Schedule 12 (Montreal Protocol).

20. Corrupt Gifts and Payments of Commission

The Contractor shall not do, and warrants that in entering the Contract it has not done, any of the following (hereafter referred to as 'prohibited acts'):

20.1.1 offer, promise or give to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

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

(b) for showing or not showing favour or disfavour to any person in relation to this Contract.

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

If the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees) does any of the prohibited acts or commits any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract, the Authority shall be entitled:

20.1.3 to terminate the Contract and recover from the Contractor the amount of any loss resulting from the termination;

20.1.4 to recover from the Contractor the amount or value of any such gift, consideration or commission; and

20.1.5 to recover from the Contractor any other loss sustained in consequence of any breach of this Clause, where the Contract has not been terminated.

In exercising its rights or remedies under this Clause, the Authority shall:

20.1.6 act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing, the prohibited act or committing of any offence under the Bribery Act 2010;

20.1.7 give all due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

- (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act or committing of any offence under the Bribery Act 2010 is that of a subcontractor or anyone acting on its or their behalf;
- (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a subcontractor or anyone acting on its behalf) where the prohibited act or committing of any offence under the Bribery Act 2010 is that of such employee.

Recovery action taken against any person in Her Majesty's service shall be without prejudice to any recovery action taken against the Contractor pursuant to this Clause.

21. Place of Manufacture

Any changes to the Contractor's, or its other Sub-Contractor's, place or places of manufacture or business during the Term shall be notified to the Authority's Commercial Officer immediately upon the Contractor becoming aware of such change (see Box 1 of DEFFORM 111 – Appendix to Contract), with a copy to the Authority Project Manager (see Box 2 of DEFFORM 111 – Appendix to Contract).

22. Attendance at Government Establishments

The Contractor (and/or its Sub-Contractors) shall be required to attend government establishments to undertake Tasks. This will predominantly be the Field Service Representatives and the Contractor's transport to collect and deliver engines.

The Contractor shall ensure that its nominated representatives, and/or its Sub-Contractors meet the requirements of sub-clauses 6 to 9 of DEFCON 76 (Contractor's Personnel at Government Establishments).

23. Personnel

The Parties shall comply with the provisions of Schedule 9 (TUPE).

24. Contractor Data Requirements

The Contractor shall deliver all Contract data requirements in accordance with Schedule 7 (Governance and Reporting) and any DEFFORM 315 (Contract Data Requirement) issued pursuant to an Additional Service.

25. Standard of Spares and Testing

23.1 The Contractor shall place orders on all spares under this Contract at the latest modification standard approved by the Authority, as detailed in the engine's Topic 2 (General Orders and Modifications) and Illustrated Parts Catalogue. Existing pre-modification stock shall be supplied if the modification classification allows it

23.2 Testing shall be carried out in accordance with the manufacturer's standards and repair & overhaul test specifications and limits, as defined in the engine technical publications.

26. Packaging

The Contractor shall package all Contractor Deliverables and shall mark, where appropriate, any cases and packaging in accordance with section 4.6 of Activity 3 in Schedule 3 (SoSR), DEFCON 129, DEFSTAN 81-041.

Deliveries to the Authority Defence Fulfilment Centre shall require compliance with the Logistic Commodities and Services Transformation (LCST) - Authority Managed Materiel Supplier Manual (v2) and shall be compensated through an Additional Service as detailed in Schedule 11 (Additional Service)

The Authority shall be responsible for providing to the Contractor the necessary Special to Type Containers (STCs) for the transportation of Articles, as required.

27. MOD Owned Stock

The Contractor shall hold and manage MOD Owned Stock in accordance with Schedule 14 (GFA).

The Contractor may withdraw MOD Owned Stock to support the repair and overhaul programme in accordance with Schedule 14 (GFA). The baseline MOD Owned Stock assumed to be available in serviceable condition to the Contractor and, if consumed during Contract Term, shall be netted off the total Contract Price as per Clause 2.7 in Schedule 14 (GFA).

The Contractor shall provide the Authority with a record of MOD Owned Stock quarterly and in accordance with DEFCON 694, DEFCON 611 and DEFSTAN 05-99, as may be qualified in this Schedule 0.

On the Expiry Date or upon early termination of the Contract, the Contractor shall provide the Authority with a list accounting for all items of MOD Owned Stock in accordance with DEFCON 694. If this date falls within a reporting quarter, then a final balance of MOD Owned Stock may be required. This list shall form part of the Exit Strategy.

28. Supply of Articles and Parts by the Authority to the Contractor

The Contractor shall comply with the instructions of the Authority about any Article which the Contractor is authorised to demand as GFE in accordance with Schedule 14 (Authority Obligations) for the purpose of the Contract.

The Articles for repair, modification or conversion shall be transported to the Contractor's facilities in accordance with arrangements outlined in Schedule 3 (SoSR) at Clause 6.6.3. Such arrangements shall be made with the Contractor by the relevant Authority personnel who are authorised to raise the request for the above services. The relevant Authority personnel are outlined in Schedule 3 at Clause 2.1.1.9.

29. Tasking Process - Engineering Support

Ad-hoc engineering support may be initiated by the Authority through the Contractor Programme Team. Tasks which will take less than 40 hours in duration are part of this Contract. Tasks which will take longer than 40 hours duration shall be completed through the Additional Services mechanism, as detailed in Schedule 11 (Additional Services and Call-off Budgets).

30. Pricing and Payment

The pricing and payment mechanism for this Contract shall be detailed in Schedule 5 (Price and Payment).

31. Unpriced Spares

Unpriced Spares are deemed to be any spare that does not appear in the Spare Parts Price Catalogue (SPPC) and shall become subject to a Firm Price following the raising of a purchase request by the Authority, pursuant to this Clause 31.

Unpriced Spares shall be deemed to be Additional Services and the mechanism for ordering is detailed in Schedule 11 (Additional Services and Call-off Budgets).

Following any purchase of an Unpriced Spare through the Additional Services framework, the spare will be added to the SPPC prior to the next annual delivery of the SPPC to the Authority.

32. Limitation of Liability

The Parties agree that:

32.1.1 The Authority's sole remedy for any delay in the delivery of the Articles or Services for Activity 5 is as set out in Schedule 8 (Performance Management);

32.1.2 The Authority's sole remedy in relation to a warranty event affecting the Articles or Services is as set out at clause 35 and at Schedule 13 (Warranty);

32.1.3 Save as set out in 32.1.1 and 32.1.2 above, the Authority may pursue such remedies as it may have at common law for the breach of any other provision of this contract by the Contractor

Subject to Clause 32.3, the Contractor's liability to the Authority in connection with this Contract

32.1.4 under Clause 4 of DEFCON 76 shall not exceed [REDACTED – Under FOIA Section 43, Commercial interests] per event and [REDACTED – Under FOIA Section 43, Commercial interests] in the aggregate;

32.1.5 under Clause 8 of DEFCON 611 shall not exceed [REDACTED – Under FOIA Section 43, Commercial interests] in the aggregate;

32.1.6 the Contractor's liability in respect of all claims relating to aviation products shall be limited in accordance with DEFCON 684 (edn. 01/04);

32.1.7 under Clause 51 (Termination), shall not exceed [REDACTED – Under FOIA Section 43, Commercial interests] in the aggregate;

32.1.8 in respect of all other matters arising from or in connection with the Contract will be limited to [REDACTED – Under FOIA Section 43, Commercial interests] per event and [REDACTED – Under FOIA Section 43, Commercial interests] in the aggregate over the Term.

Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

32.1.9 for:

any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

32.1.10 in relation to any matter governed by Clause 32.1 where any applicable limitation of liability forming part of that provision has been agreed by the Authority in reliance on information (including in relation to insurance) submitted by or on behalf of the Contractor prior to contract award, such information being inaccurate or untrue;

32.1.11 for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or subcontractors;

32.1.12 for fraud, fraudulent misrepresentation or wilful misconduct;

32.1.13 for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

32.1.14 for any other liability which cannot be limited or excluded under general (including statute and common) law.

No double recovery

32.1.15 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss,

32.5 The Contractor shall, throughout the Contract Period, take out and maintain or procure the taking out and maintenance of the insurances necessary to discharge the Contractor's responsibilities and/or to satisfy any valid claims against the Contractor under the Contract

33. Dispute Avoidance Panel

For the purposes of this Clause, DEFCON 530 (Dispute Resolution (English Law)) Edn. 12/14 shall apply.

For the purposes of paragraph 1 of DEFCON 530 (Dispute Resolution (English Law)) Edn. 12/14, the Parties may use the escalation process set out in Schedule 7 (Governance and Reporting) to resolve any potential dispute or claim.

Neither clause 1 of DEFCON 530 (Dispute Resolution (English Law)) Edn. 12/14, nor this Clause 33 shall prevent or delay a Party from initiating arbitration pursuant to clause 3 of DEFCON 530 (Dispute Resolution (English Law)) Edn. 12/14.

34. Performance Management

The Contract contains mechanisms that vary the Contract Price that can be claimed under Activity 5 in accordance with the levels of performance achieved against the criteria and process stated in Schedule 8 (Performance Management).

35. Delivery

Delivery shall be in accordance with DEFCON 507 (Delivery) and Incoterms 2020 DAP for all items and collection shall be Free Carrier (FCA) unless otherwise agreed in writing by a duly authorised representative of Authority. For the avoidance of doubt, the Contractor shall be responsible for packaging and loading and unloading of Articles at Contractor facilities only. The packaging and loading and unloading of Articles at non-Contractor sites shall be the responsibility of the Authority.

The Contractor shall label all Contractor Deliverables using the CP&F delivery label/form in accordance with DEFCON 129J (Packaging (for Articles other than Munitions)).

The Authority shall advise the Contractor of the delivery destination code for the purposes of the Contractor Deliverables CP&F delivery label which is for the following Authority RAF bases detailed below:

Destination	Address	Code
Boscombe	Salisbury, Wiltshire, SP4 0JF	
Donnington	Donnington, TF1 7GZ	
RAF Scampton	Scampton, Lincoln, LN1 2ST	
RAF Valley	Holyhead, Anglesey, LL65 3NY	
RAF Waddington	Lincoln, LN5 9NB	

The Contractor shall contact the regional transport officer (see Box 10 of DEFFORM 111 – Appendix to Contract) giving a minimum of three (3) Business Days' notice in advance of date of delivery.

36. Warranty

The Contractor grants and the Authority accept the warranties set out in Schedule 13 (Warranties)

37. Rights of Audit

The Contractor shall grant the Authority's nominated representative(s) and/or agent(s) reasonable access to the Contractor's systems and records relating to the Contract from the Commencement Date. The Contractor shall keep all records in connection with the Contract for a period of six (6) years after the Expiry Date.

The Contractor shall keep full and accurate records (including, without limitation, financial documents including Contractor quotations/tenders evidencing expenditure and income) with respect to the Contract.

The Contractor shall grant the Authority and its authorised representative(s) and/or agent(s) the right of access at all reasonable times to visit the Contractor's premises and to inspect and/or take copies from the records, relating to the Contract, and the Contractor shall provide all reasonable assistance at all times during the Term of the Contract, and for four (4) years after completion of

all work there under, for the purposes of allowing the Authority and/or its authorised representative(s) or agent(s) to obtain such information as is necessary to:

37.1.1 fulfil the Authority's obligations to supply information in relation to Parliamentary, Governmental, judicial or other administrative purposes; or

37.1.2 carry out an audit of the Contractor's compliance with the obligations set out in the Contract including, without limitation, the Contractor's obligations with respect to the meeting of performance and quality standards, the security and confidentiality of data, computer integrity and other security requirements; or

37.1.3 investigate suspected fraud or other impropriety by the Contractor, the Authority and/or any third party in relation to the Contract, in which case the provisions of this Clause shall be to the powers of the law enforcement authorities granted by law; or

37.1.4 verify the accuracy of and appropriate application of charges and prices and any proposed or actual variations to the charges and prices in accordance with the Contract.

Subject to DEFCON 531 (Disclosure of Information) the Authority and its authorised representatives and/or agents shall treat as confidential all data and records accessed during any audit carried out pursuant to this Clause 37.

The Authority shall give a minimum of five (5) Business Days' notice of the exercise of its audit rights under this Clause 37.5, except:

37.1.5 where overriding Government circumstances dictate (including, but not limited to, Ministerial /Parliamentary requirements); or

37.1.6 in the circumstances set out in Clause 37.3, in which case the Authority will be entitled to conduct an audit without notice; and

37.1.7 that there shall be a standing right for the Authority or its agent(s) to carry out a spot investigation of suspected fraud or other impropriety by the Contractor, the Authority and/or any third party in relation to the Contract, in which case the provisions of this Clause shall be to the powers of the law enforcement authorities granted by law; or check audit in conjunction with progress meetings held at the Contractor's premises.

38. Qualifying Defence Contract (QDC)

This Contract is a Qualifying Defence Contract under the Defence Reform Act 2014 and the Single Source Contract Regulations 2014 (SSCR). The Authority and the Contractor have agreed that the required Interim Cost Reports (ICRs) shall be submitted at the end of year 3 of the Contract and every three years thereafter.

39. Freedom of Information

The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall facilitate the Authority's compliance with its information disclosure requirements pursuant to the same in the manner provided for in Clauses 39.2 to 39.6, inclusive.

Where the Authority receives a request for information that the Contractor holds and which the Authority does not hold, the Authority may request such information and the Contractor shall:

- (a) provide the Authority with a copy of all such information in the form that the Authority requires as soon as practicable and in any event within ten Business Days (or such other period as the Authority acting reasonably may specify) of the Authority's request; and
- (b) provide all necessary assistance as reasonably requested by the Authority in connection with any such information, to enable the Authority to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

The Contractor may make representations to the Authority as to whether or not, or on what basis, information requested should be disclosed, provided always that the Authority shall be responsible for determining at its discretion (acting reasonably);

- (c) whether information is exempt from disclosure under the FOIA and/or the EIR; and
- (d) whether information is to be disclosed in response to a request for information,

and in no event shall the Contractor respond directly, or allow its Contractor Related Parties to respond directly, to a request for information unless authorised to do so in writing by the Authority.

The Contractor shall ensure that all information held on behalf of the Authority is retained for disclosure from the date it is acquired until the tenth anniversary of the end of the Term and shall permit the Authority to inspect such information as requested from time to time.

The Contractor shall transfer to the Authority any request for information relating to this Contract as soon as practicable and in any event within two (2) Business Days of receiving it.

In the event of a request from the Authority pursuant to Clause 39.2, the Contractor shall as soon as practicable, and in any event within five (5) Business Days of receipt of such request, inform the Authority of the Contractor's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Authority under the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Authority's own such costs in respect of such request for information) exceed the limits set by the FOIA and the Fees Regulations, the Authority shall inform the Contractor in writing whether or not it still requires the Contractor to comply with the request.

Where it does require the Contractor to comply with the request, the period for compliance described in clause 39.2(a) shall be extended by such number of additional days for compliance as the Authority is entitled to under the FOIA. In such case, the Authority shall notify the Contractor of such additional days as soon as practicable and shall reimburse the Contractor for such costs as the Contractor incurs, in complying with the request, to the extent the Authority is itself paid such costs.

40. Records

Records will be maintained in accordance with:

- a) DEFCON 21 Retention of Records;

- b) DEFCON 609 Contractor's Records;
- c) RA 4964 and
- d) RA 5301,

as may be qualified in the DEFCON section of this Schedule 0 and Schedule 10 (Quality, Safety and Modifications).

41. Technical Publication and Transportation

The Contractor shall ensure that the Authority has the right to copy, amend, extend or have copied, amended or extended any technical publication called for under Annex J (Contractor Data Requirement (DEFFORM 315) or any part thereof including any such part when incorporated in any amended or extended version of such technical publication, and to circulate, use or have used said technical publication including any amended or extended version and any copies thereof for any United Kingdom Government purpose but not for the purpose of manufacturing equipment to which the technical publication relates.

Where a requirement exists for the transportation of data between the Parties, the responsibility and expense for transportation of, and the risk of loss for, data and media transported between the Parties shall be borne by the Party transporting such data.

42. Sub-contracts

The Contractor shall ensure that each Sub-Contract shall include (to the extent required):

42.1.1 the provisions set out in Appendix to DEFCON 659A (Security measures to be included in relevant sub-contracts) except where qualified in this schedule 0;

42.1.2 the provisions set out in Appendix to DEFCON 802 (QDC: Open Book on Sub-contracts that are not Qualifying Sub-contracts) except where qualified in this schedule 0 ;

42.1.3 obligations no less onerous on the Sub-Contractor than those imposed on the Contractor under this Contract in respect of security requirements set out in DEFCON 660 (Official-Sensitive Security Requirements);

42.1.4 and provisions enabling the Contractor to terminate the Key Sub-Contracts on notice periods which are no greater than those specified under Condition 51 (Termination).

43. Third Party Rights

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

44. Publicity

The Contractor shall not publicise, either directly or indirectly in any media release, public announcement, or public disclosure this Contract or its subject matter, in any promotional or marketing materials, lists, or business presentations, without the written consent of the Authority for each such use or release in accordance with this Clause 44 (Publicity) save as required through statutory regulations.

45. Cyber Security

This Clause shall be subject to DEFCON 658.

46. Information Regarding Prosecution or Proceedings

If the Contractor becomes aware of any prosecution or proceedings, for criminal breaches of the Applicable Law related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any Sub-Contractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority.

Any convictions during the Term for criminal breaches of the Applicable Law related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of the Contract.

47. Exit Strategy

The Parties recognise the importance of timely planning to ensure that, at the end of the Contract, there is a seamless and effective transition to alternative support arrangements or to support the Authority in the cessation of the Services. The Authority shall require the Contractor to provide a reasonable level of co-operation in the implementation of such alternative support arrangements following termination/completion of the Contract, the extent of such assistance, and the terms applicable, shall be mutually agreed between the Parties no later than two (2) calendar years prior to the end of the Contract period, including any requirements for TUPE legislation if applicable. In the event of termination of this Contract, the Parties shall meet within 10 (ten) Business Days of the date of notification of such termination to agree appropriate transition arrangements.

Contract Closure Plan. In the event of termination or expiry of the Contract the Contractor will provide a "Contract Closure Plan" to the Authority within 3 (three) months of receipt of a written request from the Authority, which shall clearly identify, but not be limited to, the following issues:

- 47.1.1 outstanding work;
- 47.1.2 work-in-progress;
- 47.1.3 problems preventing work completion;
- 47.1.4 risks to data accuracy;
- 47.1.5 recommendations to reduce outstanding or incomplete work; and
- 47.1.6 information held such as data holdings, draft publications, e-mails, etc.

48. Major Change

The Parties agree that should a Major Change Event be triggered the Authority reserves the right to amend the Requirement to resize the demand signal in response to the new circumstances.

The Authority and the Contractor shall meet in good faith to determine the impact of the major change within 7 (seven) Business Days of the Authority advising the Contractor, in writing, that the event has occurred. The Authority will provide as much detail as it is able, depending upon the circumstances surrounding the event and its impact on National Security. The Authority shall make its personnel available to meet with the Contractor at the earliest possible date but within the 7 (seven) Business Days at the latest and shall require the Contractor to make available the most appropriate personnel to jointly review the impact of the event.

Each Party shall appoint a Major Change Response Plan Owner, who shall either take the role or appoint another who shall be sufficiently senior within their organisation to enable actions detailed within the Major Change Response Plan to be effected, to act as the SPOC during the first 6 (six) calendar months following the event. The Parties shall work together to agree a Major Change Response Plan within 25 (twenty five) Business Days of the Contractor being advised of the event occurring. Once agreed the Major Change Response Plan shall be implemented no later than 5 (five) working days following agreement.

Following the initial meeting the Contractor shall immediately advise its supply chain of the occasion of the event to ensure that, as far as is reasonably practical, all costs are minimised and mitigated, as well as to give confidence to their supply chain that the situation is being managed and ensuring continuity of supply is not put at risk.

The Major Change Response Plan in 13.2.1 within Schedule 4 (Change and Major Change) shall include but not be limited to:

- Major Change Response Plan Owner for each Party;
- The SPOC for each Party;
- The date of the Major Change Event and the subsequent flow down dates for the resolution of actions i.e. the initial meeting date 7 (seven) Business Days following the event, the completion date of the Major Change Response Plan within 25 (twenty five) Business days, the monthly meeting dates etc;
- The action points for each Party and responsible owners, which shall be kept updated at the monthly meetings and each revision appended to the Annex;
- The planned outcome and approvals process within each organisation;
- A close down report following resolution of the incident.

The Parties shall meet at least once per calendar month for a period of 6 (six) months following the initial meeting to ensure the Major Change Response Plan is effective and minor adjustments can be tracked and updated as the situation demands. Should the action required take in excess of 6 (six) calendar months then the Parties shall agree the follow-on programme of activity and shall if necessary refer to the Executive Committee for authorisation.

Should there be more than 1 (one) Major Change Event the plans shall be numbered consecutively and titled with the name of the event. A Cost Plan as defined in Paragraph 13.2.2 of Schedule 4

(Change and Major Change) shall be calculated to identify any cost impacts which result from the Major Change Event and the decisions made in the Major Change Response Plan and shall together with the applicable Major Change Response Plan form part of Annex Q (Major Change). Each iteration shall have a maintained record of the decisions agreed, approval dates and signatories.

The Cost Plan shall form the basis of the recalculation of the Cost if applicable and shall be adjusted within the agreed mechanism to add or reduce volume to the demand within the existing contract mechanism.

Should the Cost be amended this will be referred to the Executive Committee for comment and endorsement prior to formal submission to the Authority and Contractor approval mechanisms.

The Contractor time and resources required to make this adjustment will be included in an Additional Services Form which will be priced in accordance with the existing rates in operation at the time of the event and will be agreed as part of the Response Plan.

Should there be more than one Major Change Event the Cost Plan shall be appended to the relevant Major Change Plan and be annotated accordingly. The plans shall be numbered consecutively and titled with the name of the event and shall each form part of Schedule 4 (Major Change) to this Contract.

The Major Change Plan will be produced as above for the first Major Change Event and populated by the process agreed.

49. Not Used

50. Not Used

51. Termination

In the event that a Contractor Default has occurred, the Authority shall, without prejudice to any other remedies set out in the Contract, have the right to terminate the whole or any part of the Contract in accordance with this Clause 51 (Termination).

Rectifiable Contractor Default. Where a Rectifiable Contractor Default has occurred and the Authority wishes to terminate the Contract in whole or in part, the Authority shall serve a notice on the Contractor (a "Rectification Notice"), specifying:

51.1.1 the nature of the Rectifiable Contractor Default that has occurred, giving reasonable details; and

51.1.2 where appropriate, the part of the Contract that the Authority wishes to terminate

Except where otherwise agreed with the Authority, the Contractor shall have 15 (fifteen) Business Days from receipt of the Rectification Notice to submit to the Authority in writing a plan describing the proposed rectification programme including a detailed description and schedule of the activities necessary to rectify the breach and restore the Contractors performance to the standard required under the Contract (a "Rectification Plan")

Where the Authority agrees with the Rectification Plan, and the Contractor implements it to the reasonable satisfaction of the Authority within the time period set out in such Rectification Plan and agreed by the Authority, the Rectification Notice shall be deemed to be revoked.

Where the Authority does not agree with the Rectification Plan, the Parties shall consult in good faith to agree a revised Rectification Plan.

In the event the Parties fail to agree a Rectification Plan within 40 (forty) Business Days of its formal submission to the Authority in accordance with Clause 51.3 (Termination), or the Contractor fails to provide the Rectification Plan within an agreed period the Authority may, at its sole discretion, issue a notice to the Contractor, specifying the date upon which the whole or any part (as appropriate) of the Contract will terminate.

If the Contractor fails to implement the Rectification Plan to the reasonable satisfaction of the Authority within the time period set out in such Rectification Plan and agreed by the Authority, the Authority may, at its sole discretion, issue a notice to the Contractor, specifying the date upon which the whole or any part (as appropriate) of the Contract will terminate.

The Authority agrees it shall act reasonably in exercising its right of termination, giving due regard to the nature and magnitude of the breach, and having given reasonable consideration to its potential for rectification.

The Authority's right to termination shall in no way prejudice the Contractor's rights under the Contract.

Non-Rectifiable Contractor Default. Where a Non-Rectifiable Contractor Default has occurred and the Authority wishes to terminate the Contract in whole or in part, the Authority shall serve a notice on the Contractor, specifying:

- a. the type and nature of the Non-Rectifiable Contractor Default that has occurred, giving reasonable details,
- b. that the Authority is terminating the Contract or part thereof,
- c. where relevant, the part of the Contract that the Authority is terminating; and
- d. the date on which the Contract (or part thereof) will terminate, which shall be no less than 20 (twenty) Business Days and no more than 80 (eighty) Business Days after the date of such notice.

Following the issue of a notice pursuant to Clauses 5 of Schedule 8, 51.6, 51.7, or 51.10 (Termination) (a "Default Termination Notice") and where the Authority is terminating the whole of the Contract, the Contract shall terminate on the date specified in the relevant Default Termination Notice.

For the avoidance of doubt a Default Termination Notice served following the process detailed in Clause 34 (Performance Mechanism) and in Schedule 8 (Performance Management) Paragraph 8 shall be deemed to be a Non-Rectifiable Contractor Default.

Where the Authority has terminated the Contract under Clause 51 and subject always to the limitations and exclusions of liability in Clause 32, the Authority shall have the right to claim such

damages as may have been sustained as a result of the Contractor Default, 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 Services in substitution from another supplier,

subject to the Authority taking all reasonable steps to mitigate the damages that may be incurred under this Clause 51.13.

Where the Authority has terminated the Contract under Clause 51 the Contractor shall be entitled to be paid the following amounts:

a. any unpaid charges which shall be due up to the date of termination; and

b. Contract Exit Costs and for the avoidance of doubt, the Contractor shall have no right to claim profit on any Contract Exit Costs.

Partial Termination.

51.1.3 Where the Authority has issued a Default Termination Notice specifying that it is terminating part of the Contract for the Contractor Default, the Parties shall owe each other no further obligations in respect of such part of the Contract as is specified in the Default Termination Notice from the date specified in such Default Termination Notice.

51.1.4 For the avoidance of doubt, where Clause 51.15 (Termination) applies the Parties shall continue to fulfil their respective obligations in respect of those parts of the Contract that are not identified in the Default Termination Notice as being terminated.

Consequences of Termination.

51.1.5 In the event of termination or partial termination by the Authority pursuant to Clause 51 (Termination) the Authority shall have the right to take over from the Contractor at a fair and reasonable price all unused and undamaged material and any Contractor Deliverables that consist of physical items and are in the course of manufacture, or overhaul, which have not already been paid for, that are:

a. in the possession of the Contractor or its Sub-Contractors at the Contract Termination Date; and

b. properly arising from or in connection with this Contract, provided by or supplied to the Contractor for the performance of this Contract, provided that the Contractor shall prepare and deliver to the Authority within an agreed period, or in default of agreement within such period as the Authority may reasonably specify, a list of all such items.

51.16.2 If the Authority decides to exercise its rights under this Clause 51.16 the Contractor will then deliver such material and services or co-operate with the arrangements for its collection in accordance with the directions of the Authority (who shall pay to the Contractor fair and reasonable handling and delivery charges incurred by the Contractor in

complying with such directions). Ownership and risk of loss and damage to such items shall pass to the Authority on delivery/collection.

51.16.3 in respect of Contractor Deliverables provided, the Authority will pay the Contractor the price payable pursuant to Clause 30 (Pricing and Payment) relevant to the period of performance (payable in accordance with the express terms of this Contract) up to the date of a Default Termination Notice or a notice sent by the Authority in accordance with Clauses 51.6, 51.7, 51.8 or 51.11 (Termination), whichever is applicable, calculated in accordance with Clause 30 (Pricing and Payment); and

51.16.4 in respect of the period from the date of the Default Termination Notice or a notice sent by the Authority in accordance with Clauses 51.6, 51.7, 51.10 or 51.15 (Termination) whichever is applicable, to the Contract Termination Date:

- (a) the Contractor shall be entitled to payments by the Authority for the actual allowable costs (as verified by the Authorities relevant audit processes and in accordance with SSCR 2014) incurred in providing those elements of the Contractor Deliverables provided by the Contractor during such period, but the Contractor shall not be entitled to any profit element in relation to such costs;
- (b) subject to the other provisions of Clause 51.16 (Termination) the Contractor shall not be entitled to claim payment pursuant to Clause 28 and the Authority shall not be entitled to make any deductions as set out in Schedule 8 (Performance Management) following the issue of the Default Termination Notice.

51.16.5 The Parties agree that recovery by the Contractor in each case under Sub-Clauses 51.16.2 to 51.16.4 above shall be subject to the following:

- (a) the Contractor shall take all reasonable steps to mitigate such costs, commitments, liabilities and/or expenditure;
- (b) such costs, commitments, liabilities and/or expenditure shall be subject to verification and agreement by the relevant Authority audit processes as being due in accordance with the express provisions of this Clause;
- (c) the Contractor shall submit fully itemised and costed lists of any costs commitments, liabilities and/or expenditure that it claims under Clause 51.16.4 (such costs being the "Actual Cost of Termination") with supporting evidence;
- (d) the Authority will not in any case be liable to pay under the provisions of this clause 51.16 (Termination) any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Contract will exceed the Target Cost/Target Price, as amended by the Shareline application at the Contract Termination Date or the proportion applicable in the case of partial termination.

51.16.6 If the Actual Cost of Termination determined in accordance with Clause 51.16 shows there to have been either an overpayment or underpayment of sums above or below the monthly payments made to date from the Commencement Date of the Contract and considering any accrued adjustment(s) in accordance with Schedule 8 (Performance Management) up to the date of Termination, then the relevant Party shall be reimbursed within 60 days from the date the amount was agreed.

52. Termination for Convenience

The Authority shall have the right to Terminate the Contract in whole or in part at any time by giving the Contractor at least 80 (eighty) Business Days written notice ("Termination for Convenience Notice"), and upon expiry of such notice period (such date being the "Termination for Convenience Date") the Contract 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.

If the Authority issues a Termination for Convenience Notice to the Contractor, 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;

52.1.1 refrain from starting work on any element of the Contractor Deliverables not yet started;

52.1.2 complete in accordance with the Contract the provisions of any element of the Contractor Deliverables;

52.1.3 as soon as may be reasonably practicable take such steps to ensure that the production rate of the Contractor Deliverables is reduced as quickly as possible;

52.1.4 terminate on the most favourable terms as can be reasonably achieved any sub-contracts in support of the Contractor Deliverables that have not yet been completed, taking into account any direction given under sub clauses 52.2.2 and 52.2.3 of this clause.

Consequences of Termination for Convenience. Where the Authority has exercised its rights under Clause 52.1 (and subject always to the Contractors compliance with any direction given by the Authority under Clause 52.2) then:

52.1.5 the Authority shall have the right to take over from the Contractor at a fair and reasonable price all unused and undamaged material and any Contractor Deliverables that consist of physical items and are in the course of manufacture, or overhaul which have not already been paid for, that are;

- (a) in the possession of the Contractor or its Sub-Contractors at the Termination for Convenience Date; and
- (b) provided by or supplied to the Contractor for the performance of the Contract.

Except such material and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority chose to retain;

52.1.6 the Contractor shall deliver to the Authority within an agreed period, or in the absence of such agreement within a period as the authority may reasonably specify, a list of;

- (a) all such unused and undamaged material; and
- (b) Contractor Deliverables that consist of physical items and are in the course of manufacture, that are liable to be taken over by, or previously belonging to the

Authority, and shall deliver or co-operate with the arrangements for the Authority to collect such material and Contractor Deliverables in accordance with the directions of the Authority (who will pay the Contractor fair and reasonable handling and delivery charges incurred by the Contractor in complying with such directions).

The Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor, subject to:

52.1.7 the Contractor taking all reasonable steps to mitigate such costs, commitments, liabilities and/or expenditure;

52.1.8 verification and agreement by the relevant Authority audit processes of the amounts that are due in accordance with the express provisions of this Clause;

52.1.9 the Contractor submitting a fully itemised and costed list of such costs, commitments, liabilities and/or expenditure, with supporting evidence, of such costs, commitments and/or liabilities incurred by the Contractor as agreed at 52.4.2 above, as a result of termination of this Contract pursuant to Clause 52. Such costs being the “Actual Costs of Termination” and shall include profit at the agreed Contract Profit Rate as set out in Schedule 6 (Contract Pricing Statement, Cost Model and Baseline Assumptions);

52.1.10 the Authority will not in any case be liable to pay under the provisions of this Clause 52 (Termination for Convenience) any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Contract will exceed the Target Cost/Target Price as amended by the Shareline applicable at the Contract Termination Date or the proportion applicable in the case of partial termination.

If the Actual Costs of Termination determined in accordance with Clause 52.4.4 shows there to have been either an overpayment or underpayment of sums above or below the monthly payments made to date from the Commencement Date of the Contract (based on the Target Cost/Target Price) and considering any accrued adjustment(s) in accordance with payments received up to the date of termination, then the relevant Party shall be reimbursed.

53. Category Management

It is the Authority’s intention to design and implement a framework for the category management of its Gas Turbines in both Maritime and Air domains.

In keeping with this intent, the Authority reserves its right (subject to agreement with the Contractor) to subsume the contents of this Contract (702356456) into the terms of that framework at any point from 1 year into its term starting from the Commencement Date. Both Parties shall work together to develop and agree the framework including the contents of the contractual elements in accordance with the SSCR.

54. Force Majeure

On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

The Parties shall, within 10 (ten) Business Days after such notification by the Affected Party as set out in 54.1, meet to consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.

Effect of a Force Majeure Event. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Affected Party shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with the Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

Subject to Clauses 54.3, neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent of a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event as notified in 54.1.

Cessation of Force Majeure Event. The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with or is delayed from complying with, its obligations under the Contract. Following such notification, the Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

55. Termination due to Force Majeure

Termination Notice Prior to Termination for a Force Majeure Event. If no terms pursuant to Clause 54.2 (Force Majeure) are agreed on or before the date falling 80 (eighty) Business Days after the date of commencement of the Force Majeure Event and such Force Majeure Event is continuing and/or its consequence remains such that the Affected Party is unable to comply with a significant and material element of its obligations under the Contract for a period of more than 120 (one hundred and twenty) Business Days from the commencement of the Force Majeure Event, then subject to the provisions of this Clause 55 (Termination due to Force Majeure), the Authority may terminate the Contract by giving at least 20 (twenty) Business Days written notice to the Contractor ("Termination due to Force Majeure Notice").

55.1.1 Where the Authority has issued a Termination due to Force Majeure notice specifying that it is terminating part of the Contract, the Parties shall owe each other no further obligations in respect of such part of the Contract as is specified in the Termination due to Force Majeure Notice from the date on which the Contractor acknowledges receipt of the Termination due to Force Majeure Notice (the "Termination due to Force Majeure Date")

55.1.2 For the avoidance of doubt, where Clause 55.1.1 (Termination due to Force Majeure) applies the Parties shall continue to fulfil their respective obligations in respect of those parts of the Contract that are not identified as being terminated.

Termination Date for Force Majeure. Where the Authority has issued a notice to the Contractor under Clause 55.1 (Termination due to Force Majeure) stating that the Contract is to terminate, the Contract shall terminate 20 (twenty) Business Days, or such longer period as the Authority may specify, after the Date on which the Contractor acknowledges receipt of such notice.

Financial Consequences for Termination Due to Force Majeure. Where Clause 55 (Termination due to Force Majeure) applies, the Contractor shall only be entitled to be paid (subject to any other provisions of the Contract affecting the level of such payment) for any aspect of the Contractor Deliverables that it has, as at the Termination Date, delivered to the Authority in accordance with the Contract.

Neither Party shall owe any amount by way of compensation or otherwise to the other in connection with the termination of this Contract on such basis.

Following the receipt of the notice under Clause 55.1 (Termination due to Force Majeure), the Authority shall have the right to take over from the Contractor at a fair and reasonable price all unused and undamaged material and any Contractor Deliverables that consist of physical items and are in the course of manufacture or overhaul, which have not already been paid for, or due or becoming due to the Contractor under this Contract that are;

- a. in the possession of the Contractor or its Sub-Contractors at the Termination due to Force Majeure Date; and
- b. provided by or supplied to the Contractor for the performance of the Contract.

Except such material and Contractor Deliverables in the course of manufacture as the Contractor shall, with the agreement of the Authority, choose to retain;

55.1.3 the Contractor shall deliver to the Authority within an agreed period, or in the absence of such agreement within a period as the Authority may reasonably specify, a list of;

- (a) all such unused and undamaged material; and
- (b) Contractor Deliverables that consist of physical items and are in the course of manufacture, or overhaul that are liable to be taken over by, or previously belonging to the Authority, and shall deliver or co-operate with the arrangements for the Authority to collect such material and Contractor Deliverables in accordance with the directions of the Authority (who will pay the Contractor fair and reasonable handling and delivery charges incurred by the Contractor in complying with such directions)

In the event of termination or partial termination by the Authority pursuant to this Clause 55.1 (Termination due to Force Majeure) the Parties agree that settlement of the financial consequences shall be subject to the following:

55.1.4 the Contractor taking all reasonable steps to mitigate such costs, commitments, liabilities and/or expenditure;

55.1.5 the Contractor submitting a fully itemised and costed list of such costs, commitments, liabilities and/or expenditure, with supporting evidence, of such costs, commitments and/or liabilities incurred up to the receipt by the Contractor of the Termination due to Force Majeure Notice and shall include profit at the agreed Contract Profit Rate as set out in Schedule 6 (Contract Pricing Statement, Cost Model and Baseline Assumptions);

55.1.6 verification and agreement by the relevant Authority audit process of the amounts that are due for the actual allowable costs and in accordance with SSCR 2014 incurred in

providing those elements of the Contractor Deliverables by the Contractor from the Contract Commencement Date;

55.1.7 the Authority will not in any case be liable to pay under the provisions of this Clause 55.1 (Termination due to Force Majeure), any sum which, when taken together with any sums paid or becoming due to the Contractor under this Contract will exceed the Contract Price, at the Contract Termination Date or the proportion applicable in the case of partial termination.

If the Actual Cost of Termination determined in accordance with Clause 55.7 shows there to have been either an overpayment or underpayment of sums above or below the monthly payments made to date from the Commencement Date of the Contract and considering any accrued adjustment(s) in accordance with Payments received up to the date of Termination, then the relevant Party shall be reimbursed.

56. Emergency Procedure

56.1 The Contractor shall continue to provide the Services required in peace, during any state of emergency (whether or not involving hostilities), periods of tension, in transition to war and during hostilities. The Contractor shall continue to discharge their obligations throughout such period of the state of emergency, tension, transition to war or hostility unless directed otherwise by the Authority. The Authority shall advise the Contractor of any changes or additions to the Contract requirements and the provisions of Schedule 4 (Contract Change and Major Change) shall apply, provided that the agreement or determination of any Contract Change pursuant to Schedule 4 (Contract Change and Major Change) shall not relieve the Contractor of its obligation to comply with the Authority's directions under this Condition 59 in the period up to the agreement or determination of such Contract Change.

57. Entire Agreement

This Contract and Annexures 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.

58. Disputed Amounts

The Authority may retain, withhold, set-off (whether in law or equity) or deduct any amounts from the sums payable to the Contractor pursuant to Schedule 5 and Schedule 8.

The Authority may reject the MRO delivery invoices in line with Schedule 5 and Schedule 8.

If the Contractor responds that it does not agree with any rejection by the Authority pursuant to Clause 58.1 and 58.2 (Disputed Amounts), the matter or matters in question shall be determined in accordance with the Dispute Resolution Procedure and DEFCON 530.

59. WHO Recognised Pandemic: extension of time and relief from performance

The Contractor shall not be in breach of its obligations under this Contract, nor liable for late performance, partial performance or non-performance of any of its obligations under this Contract,

to the extent that such delay, partial performance or non-performance is solely a direct result of a Pandemic.

The Contractor shall immediately notify the Authority in writing that the Pandemic has directly resulted or is likely to directly result in a delay, partial performance or non-performance of its obligations under this Contract, which obligations are adversely impacted, and the actions proposed to mitigate such adverse impact.

As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Pandemic and facilitate the continued performance of the Contract. During the subsistence of the Pandemic, the Parties shall meet with each other weekly to provide updates on the Pandemic and, where necessary, shall use all reasonable endeavours to agree any changes to such terms.

Subject to Condition 0 below, and to the extent that such delay, partial performance or non-performance is as a direct result of the Pandemic, the Contractor shall be entitled to an appropriate period of:

59.1.1 additional time for performing; and/or

59.1.2 relief from other contractual consequences of late, [partial] or non-performance of such obligations

provided always that the Contractor has used all reasonable endeavours and at all times take such steps in accordance with Good Industry Practice, both to mitigate the effects of the Pandemic, and to facilitate the continued performance of its obligations under this Contract.

Subject to Condition 0 and 0, where a Pandemic has occurred, the Contractor shall be entitled to continue to claim payment in accordance with Condition 12 (Payment).

The Parties shall discuss any additional reasonable costs incurred or to be incurred as a direct result of a Pandemic and, where necessary and acting reasonably, shall agree any Additional Services. No profits shall be applied to these costs.

The maximum period of additional time and/or for which relief will be granted under this Condition shall be limited to the later of:

59.1.3 the date upon which the Contract is terminated in accordance with Condition 0; or

59.1.4 the earlier of the date the Pandemic ceases or the date the Pandemic no longer causes the Contractor to be unable to comply with its obligations under the Contract.

The Authority may terminate the Contract on giving one-hundred and twenty (120) Working Days' notice in writing to the Contractor in the event that the Pandemic continues for a period of one-hundred and twenty (120) Working Days from the date of notice given under Condition 0.

Termination for Force Majeure or Pandemic

Where the Contract is terminated under Conditions 0 (Force Majeure) or 0 (Pandemic), the Contractor shall be entitled to be paid the following amounts:

59.1.5 any unpaid Charges which shall be due up to the date of termination; and

59.1.6 Contract Exit Costs.

60. Novation and Assignment

The Authority shall not assign, transfer (whether voluntarily or involuntarily, by the operation of law or otherwise) or declare a trust in respect of any of its rights or obligations under the Contract.

SCHEDULE 01**DEFINITIONS****Part A – Definitions**

Activities	means the activities set out in Schedule 3 (Statement of Service Requirement);
Actual Agreed Rates & Additives	means the actual agreed rates and additives, as promulgated by CAAS, applicable to the Contract for each year for which they are in effect, to be used in accordance with Paragraph 6.1(c) of Schedule 5 (Price and Payment);
Actual Cost	means the actual allowable costs incurred by the Contractor in delivering the Contract;
Actual Cost of Termination	has the meaning given in Clause 51.16.5 of the Contract;
Additional Service	Has the meaning given in Clause 2.1 of Schedule 11 (Additional Services and Call-off Budgets);
Additional Services Form	Is the form provided in Annex A to Schedule 11 (Additional Services and Call-off Budgets);
Aircraft	means the Hawk T1 and Hawk T2 aircraft and any other aircraft in which the Engines are installed from time to time;
Airworthiness	means the ability of an aircraft or other airborne equipment or system to operate without significant hazard to aircrew, ground-crew, passengers (where relevant), or to the general public over which such airborne systems are flown (see MAA Regulatory Publications (MRPs));
Affected Party	means the party which is unable to comply or is delayed in complying with its obligations under the Contract as a direct result of a Force Majeure Event;

Affiliate	means in relation to any person, any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 736 of the Companies Act 1985, or to the extent that the Companies Act 2006 applies, section 1159 of that Act;
Applicable Laws	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;
Articles	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Authority Dependency Failure	has the same meaning as Moderation
Authority Related Party	an officer, employee, Representative of the Authority, agent, adviser or contractor of the Authority or member of the armed forces (in each case acting in such capacity), other than the Contractor and Contractor Related Parties;
Authority Sites	means the MOBs and any other Government sites at which the Authority and the Contractor agree the Contractor Deliverables are to be performed;
Authority Withholding	has the meaning given in Clause 57.1.1 of the Contract;
Authority's Commercial Officer	means the person specified in Box 1 of DEFFORM 111;
Beyond Economic Repair	means an Engine, Module or LRU in respect of which it is determined by both Parties that the repair cost exceeds the cost of its replacement;
Business Days	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Commencement Date	the Contract shall start on the 01 April 2022 following the Contractor signing and returning to

	the Authority an acceptance of offer using a DEFFORM 10;
Contract	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Contract Period	means the period commencing on and from the Effective Date and ending on the earlier of the Expiry Date and the Termination Date;
Contract Year	means the period of 12 months commencing on the Service Commencement Date and each anniversary thereof;
Contract Closure Plan	has the meaning given in Clause 47.2 of the Contract;
Contract Data Requirements List (CDRL)	are the data reports required under this contract as listed in Schedule 7 (Governance and Reporting);
Contract Exit Costs	reasonably and properly incurred costs incurred by the Contractor in carrying out their obligations in Clause 47 (Exit Strategy);
Contract Price	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Contract Profit Rate	means the agreed rate set out in Schedule 6 (CPS);
Contract Termination Date	means the date of any early termination of this Contract pursuant to any of Clauses 51, 52 and 55;
Contractor	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Contractor Default	shall mean any Rectifiable Contractor Default and/or any Non-Rectifiable Contractor Default;
Contractor Deliverables	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Contractor Related Parties	means:

	<ul style="list-style-type: none"> a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor; b) any Sub-Contractor acting in connection with the Contract; c) any person on or at any of the Authority Sites at the express or implied invitation of the Contractor (other than an Authority Related Party), save to the extent such person is acting under the instruction or control of the Authority;
Cost	means any type of cost incurred in the process of delivering the Contract;
Cost Model	means the EXCEL file titled Schedule 6, Appendix 1 reference HFESS-Customer MODEL 21-03-22 Price Submission 5.xlsx
Cost Over-run	means the amount by which the Actual Cost exceeds the Target Cost;
Cost Under-run	means the amount by which the Actual Cost is below the Target Cost;
Cost Plan	has the meaning given in Paragraph 13.2.2 of Schedule 4 (Change and Major Change);
Deduction	means an amount to be deducted from the Gross Monthly Payment due to the Contractor which is to be permanently retained by the Authority as remedy for the Contractor's failure to meet the required performance levels indicated by the Key Performance Indicators, as calculated in accordance with Schedule 8 (Performance Management);
Default Termination Notice	has the meaning given in Clause 51.11 of the Contract;
Delivered at Place (DAP)	In accordance with the Incoterms 2020, the seller is responsible for delivering the goods to a named destination, ready for unloading by the buyer-nominated party;

Depth Spares	means the spare used in maintenance, repair and fault finding at Contractor's Facility;
Disclosed Data	information, drawings, estimates or forecasts which were incorporated into the Cost Model after being disclosed by the Parties to each other during the initial build and which are represented at the start of the Contract within Cost Model;
Dispute Resolution Procedure	shall mean the procedure set out in DEFCON 530 (Dispute Resolution (English Law)) and Clause 33 of the Contract;
Effective Date	has the same meaning as Commencement Date;
Engine	means the Adour Mk151 and Mk951 engines as listed in Annex A Schedule 3 (SoSR);
Executive Committee	As defined in Schedule 7 (Governance and Reporting);
Exit Strategy	means the strategy described at Clause 47 (Exit Strategy);
Expiry Date	means 31 March 2033;
Fees Regulations	means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004;
Firm Price	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Foreign Object Damage (FOD)	means damage caused by ingestion of a foreign body (including but not limited to macroscopic damage from a discrete event involving impact from discrete naturally occurring objects, bird strikes, hail or hot gases) unless caused by the negligence of either Party, its employees or contractors;
Force Majeure Event	means an event beyond the control of the Authority and the Contractor, which prevents a Party from complying with any of its obligations under this Contract, and could not have been avoided by steps which might reasonably be

expected to have been taken by the Affected Party, including but not limited to:

a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);

b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo

c) rebellion, revolution, insurrection, or military or usurped power, or civil war;

d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;

e) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the supplier or of his sub-contractors; or

f) acts or threats of terrorism;

Forward Spares

means the spares used in maintenance, repair and fault finding at Authority MOBs or Authority support facilities, as detailed in Activity 3 of Schedule 3 (SoSR);

Free Carrier (FCA)

In accordance with the Incoterms 2020 the seller is responsible for export clearance and delivery of goods up to the named place of delivery and for collection of goods from buyer's named place, ready for the buyer to load;

Gas Turbines

has the same meaning as "Engine";

General Conditions

means the conditions set out at Part A of the Contract;

Good Industry Practice

the exercise of such degree of skill, diligence, prudence and foresight as would reasonably and ordinarily be expected from a skilled and experienced person seeking to comply with his

	contractual obligations and seeking to avoid liability arising under any duty of care that might reasonably apply to or to be expected from that person, complying with all applicable laws and engaged in the same type of undertaking and under the same or similar circumstances and conditions as the Contractor, Primary Sub-Contractor or other sub-contractor;
Government Furnished Assets (GFA)	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Government Furnished Equipment (GFE)	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Illustrated Parts Catalogue	The document, or suite of documents, which define the parts which could be fitted to the Engine. It forms part of the Aircraft Document Set
Incentive	means an amount to be added to the Gross Monthly Payment due to the Contractor exceeding the required performance levels indicated by the Key Performance Indicators, as calculated in accordance with Schedule 8 (Performance Management);
Intellectual Property Rights	means all trade marks, trade and business names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi conductor topography rights, inventions, know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, and, in respect of such rights which are capable of registration, the right to apply for registration and all applications for registration of any of the foregoing rights;
Interim Cost Reports (ICRs)	means a Statutory report mandated by the Single Source Regulations Office (SSRO) under regulation 27.
Key Sub-Contract	each sub-contract with a Key Sub-Contractor;

Key Sub-Contractor	means SAFRAN HE.
Life Assessment	means a critical examination of components within an Engine and its Accessories to determine their remaining life and to determine whether the item exhibits anything which may constitute an airworthiness or integrity issue;
Major Change Event	an event which is either a) outside the control of the Authority and which will result in a significant change in the demand for the Statement of Service Requirement, for example change of funding from a Strategic Defence and Security Review or reduction in fleet size by the Royal Air Force, or an increase in the number of Engines requiring overhaul above the maximum stated in the Contract Cost Model;
Major Change Response Plan	in the event of a Major Change Event occurring the Authority and the Contractor will determine the impact on the demand, including reforecasting the demand; determining the impact on the cost plan, delivery schedule and the Target Cost. Details of individual events will be recorded in Annex A (Major Change);
Material Breach	a breach, the impact of which would seriously affect the capability of the Contractor to perform a substantial or critical portion of the Contract;
Main Operating Bases (MOBs)	means RAF Valley, RAF Scampton and at a future date RAF Waddington;
Moderation	means the Authority grants a waiver to the Contractor to meet the KPI criteria as set out in Schedule 8 (Performance Management) or other baseline standards of performance. This shall be granted in the event of GFX Failure, Force Majeure Event or an Authority requested changed agreed by the Contractor. The Moderation template is detailed in Annex C to Schedule 8 (Performance Management);
MOD Owned Stock	means any asset(s) owned by the MOD and located at either MOD Establishments and accounted for on MOD Inventory Systems, or at

	Contractor Facilities and reported to the Authority within DEFCON 694 conditions;
Monthly Payment	means the monthly payment to be made by the Authority to the Contractor for the relevant calendar month, as calculated in accordance with Schedule 5 (Price and Payment);
NATO Stock Number	means a unique item identifier of 13 digits in length, composed of a 4 digit NATO supply classification code and a 9 digit NATO item identification number (NIIN);
Non- Rectifiable Contractor Default	shall mean any one or more of the following: <ul style="list-style-type: none"> a) the occurrence of an insolvency event as set out in DEFCON 515 (Bankruptcy and Insolvency) Edn 02/17; and/or b) the occurrence of a Prohibited Act; c) persistent Contractor non-performance as defined in Clause 5 of Schedule 8 (Performance Management);
Obsolescence	means where any item required by the Contractor in the performance of its obligations under the Contract: <ul style="list-style-type: none"> (a) is superseded by new technology of higher specification or functionality; (b) is no longer in production; (c) has a method of manufacture which is no longer available; or (d) is manufactured from a material which is no longer available;
Parties	means the Contractor and the Authority and unless expressly stated differently, "Party" means either the Authority or the Contractor individually;
Payment Plan	means the payment plan set out in Schedule 5 (Pricing and Payment);

Prohibited Act	has the meaning given in DEFCON 520 (Corrupt Gifts and Payments of Commission);
Project Manager	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Qualifying Defence Contract	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Quality Assurance Standards and Conditions	means the standards and conditions set out at Schedule 10 (Quality, Safety and Modifications);
Quality Plan	a plan which meets the requirements of AQAP 2105 and is in accordance with Schedule 3 (SOSR);
Rectifiable Contractor Default	shall mean a Material Breach by the Contractor of any of its obligations under the Contract, other than a Non-Rectifiable Contractor Default;
Rectification Notice	has the meaning given in Clause 51.2 of the Contract;
Rectification Plan	has the meaning given in Clause 51.3 of the Contract;
Regulatory Articles (RAs)	as defined in Schedule 10 (Quality, Safety and Modifications);
Representative of the Authority	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Major Change Response Plan Owner	the Authority and the Contractor will each provide a dedicated resource with the correct SQEP to enable them to engage within their respective organisation to successfully manage the Major Change Response Pan and agree the resolution;
Services	has the meaning given in DEFCON 501 (Definitions and Interpretations);
Shareline	the division of the pain/gain calculation in accordance with the TCIF arrangements as detailed in Schedule 5 (Price and Payment);

Spare Parts Price Catalogue (SPPC)	annual priced list of spare parts to be used in Activity 3 of Schedule 3 (SoSR) and produced by the Contractor in accordance with Schedule 15 (SPPC);
Special Conditions	means the conditions set out at Part B of the Contract;
Special to Type Containers (STCs)	means a special to type container used for the packaging of Articles;
SQEP	a Suitably Qualified and Experienced Person;
Statement of Service Requirement (SoSR)	means the document set out at Schedule 3;
Sub-Contractor	means any sub-contractor to the Contractor under the Contract, a sub-contractor of a sub-contractor to the Contractor and any other sub-contractor (of whatever tier) engaged by the Contractor or any sub-contractor from time to time to provide the Contractor Deliverables (or any part of the Contractor Deliverables);
Target Cost	has the meaning given to it in Schedule 5 (Price and Payment);
Target Cost Incentive Fee (TCIF)	means the pricing mechanism used in this Contract;
Target Fee	has the meaning given to it in Schedule 5 (Price and Payment);
Target Price	this is the combined value for Activities 1 to 5 as established in the Cost Model for the Term of the Contract unless amended in accordance with the provisions set out in this Contract;
Outturn Price	has the meaning given to it in Schedule 5 (Price and Payment);
Tasks	a request from the Authority for Contractor Deliverables to be provided by the Contractor in relation to Activities 2 to 5 as detailed in the Schedule 3 (SoSR) placed using an Additional Services Form;

Tax	means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and Tax and Taxation will be construed accordingly;
Term	has the meaning given in Clause 2.1 of the Contract;
Termination due to Force Majeure Date	has the meaning given in Clause 55.1.1 of the Contract;
Termination due to Force Majeure Notice	has the meaning given in Clause 55.1 of the Contract;
Termination for Convenience Notice	has the meaning given in Clause 52.1 of the Contract;
Termination for Convenience Notice Date	has the meaning given in Clause 52.1 of the Contract;
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;
Working Day	means any day (other than a Saturday or Sunday) on which Banks are open in London;

SCHEDULE 2**ACRONYMS AND ABBREVIATIONS**

CDRL	Contract Data Requirements List;
CP&F	Contract, Purchasing and Finance
EIR	Environmental Information Regulations 2004;
FCA	Free Carrier;
FOIA	Freedom of Information Act 2000;
GFA	Government Furnished Asset;
GFE	Government Furnished Equipment;
ICRs	Interim Cost Reports;
MOBs	Main Operating Bases;
MOD	Ministry of Defence;
RAs	Regulatory Articles;
SPOC	Single Point of Contact
SPPC	Spare Parts Price Catalogue;
SSCR 2014	Single Source Contract Regulations 2014;
STCs	Special to Type Containers;
TUPE	Transfer of Undertakings (Protection of Employment).
DAOF	Defence Aerospace Overhaul Facility
DAOS	Design Approved Organisation Scheme

SCHEDULE 3

STATEMENT OF SUPPORT REQUIREMENTS

(SoSR)

FOR

ADOUR IN-SERVICE SUPPORT

Document Administration & Authority

Name	Signature	Post Title	Date
[REDACTED – Under FOIA Section 40, Personal Information]		Hawk Engines OM Ld	2022
[REDACTED – Under FOIA Section 40, Personal Information]		Rolls-Royce	2022

Reviewed by

Name	Signature	Post Title	Date
[REDACTED – Under FOIA Section 40, Personal Information]		Hawk TL	2022
		Deputy Assistant Commercial	2022
[REDACTED – Under FOIA Section 40, Personal Information]		Commercial Manager Rolls-Royce	21/03/2022

Approved by

Name	Signature	Post Title	Date
[REDACTED – Under FOIA Section 40, Personal Information]		Head of Commercial 1*	2022

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Contract Schedules

Schedule #	Schedule Name
0	T&Cs
1	Definitions
2	Acronyms
3	Service Specification (SOSR)
4	Contract Change including Major Change
5	Price & Payment
6	Contract Pricing Statement, Cost Model and Baseline Assumptions
7	Governance and Reporting
8	Performance Management
9	TUPE
10	Quality, Safety and Modifications
11	Additional Services and Call-off budgets
12	Montreal Protocol
13	Warranties
14	GFE
15	Spare Parts Price Catalogue
	DEFFORM 111 and other relevant DEFFORMs
	HFEES Cost Model (in MS Excel)

Glossary of Terms and Definitions

A glossary of Definitions is provided at Schedule 1 of the contract.

A glossary of Acronyms is provided at Schedule 2 of the contract.

1. PREFACE

1.1. Background

- 1.1.1.1. The purpose of this document is to define the Support Requirement for the Adour engines utilised in the Hawk Airframes by the Royal Air Force (RAF).
- 1.1.1.2. The RAF operates two marks of Hawk Aircraft. Hawk T Mk1/1A is operated by the RAF Aerobatic Team (RAFAT) at RAF Scampton (moving to RAF Waddington in 2022) and the Hawk T2 is operated by 4 Flying Training Squadron (4FTS) at RAF Valley.
- 1.1.1.3. The Hawk T Mk1/1A RAFAT aircraft powered by a Rolls-Royce Adour Mk 151-02 engine entered service in 1976, with the current Out of Service date planned for March 2030.
- 1.1.1.4. The Hawk T2 aircraft is powered by a Rolls-Royce Adour Mk951 engine entered service in 2010, with the current Out of Service date planned for 2040.
- 1.1.1.5. The Hawk operations are supported by T1 Depth, T2 Forward and Depth Maintenance operations at RAF Valley provided by BAES.

1.2. Requirement Scope

- 1.2.1.1. This SoSR defines the activities required of the Contractor to support the following equipment:
 - 1. Adour Mk 151-02
 - 2. Adour Mk 951-02
- 1.2.1.2. The Contractor shall, as required by the Authority, manage:
 - 1. Supply of spares and components
 - 2. The repair of components
 - 3. Continued management of Authority owned stock when in RR possession.
 - 4. Provision of engineering support and repair and overhaul of Adour gas turbines.
- 1.2.1.3. To support Hawk T Mk 1 operations through to 31 Mar 30, an Engine Flying Hour (EFH) rate of 2700 EFH/yr is required to be supported. Further detail is provided in the table below:

	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30
RAFAT	2700	2700	2700	2700	2700	2700	2700	2700

Table 1 - RAFAT Flying Hours

- 1.2.1.4. To support Hawk T Mk 2 operations through to 31 Mar 33, an EFH of 6540 EFH/yr is required to be supported. Further detail is provided in the table below:

	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31	31/32	32/33
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4FTS	7800	6540	6540	6540	6540	6540	6540	6540	6540	6540	6540
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Table 2 - 4FTS Flying Hours

- 1.2.1.5. Equipment in scope includes the Adour 151 and 951 gas turbines, their modules and LRUs.
- 1.2.1.6. The equipment covered is defined by the system boundaries listed in Appendix A to this SoSR.
- 1.2.1.7. The Contractor shall supply the services listed below; each is defined further in this SoSR:
 - 1. Activity 1 – Programme Management
 - 2. Activity 2 – Technical Support
 - 3. Activity 3 – Asset Management and Provision
 - 4. Activity 4 – Line Replaceable Unit (LRU) Service
 - 5. Activity 5 – Maintenance Repair Overhaul (MRO) Service
- 1.2.1.8. All Activities defined in this SoSR shall be conducted in compliance with the standards and Military Airworthiness Regulations stated in Schedule 10 of the contract.

2. ACTIVITY 1: PROGRAMME MANAGEMENT

2.1. Overview of Requirement

2.1.1. General

- 2.1.1.1. The Contractor shall provide the Project Management and Support Services defined in this section of the SoSR to ensure effective delivery of Activities 2 to 5. The overall objective is to share benefits of good practice and efficiency equitably to ensure both parties optimise through life costs.
- 2.1.1.2. Without prejudice to the specific rights and obligations of the Contractor and the Authority under the Contract the parties will seek to foster an open working relationship with frequent communication and discussion to identify, notify and resolve issues as they arise and for the benefit of both parties.
- 2.1.1.3. The Contractor shall be fully responsible for all aspects of the Contract including management of all work contracted for under Activities 1 to 5. The Contractor shall establish and maintain the necessary project and technical resources to meet the requirements of Activities 1 to 5, including management of all sub-contracts.
- 2.1.1.4. The Contractor shall nominate and maintain a Programme Management Team, who shall be in place by the Commencement Date and be responsible for the conduct of business for the Term. The PMT must hold appropriate delegations and authorisations to ensure Key Performance Indicators (KPIs) are met.
- 2.1.1.5. The Contractor shall identify from within its organisation key finance, commercial, supply chain, technical and quality assurance (QA) personnel to act as Subject Matter Experts (SMEs) in direct support to the delivery of Activities defined in this SoSR.
- 2.1.1.6. The Contractor shall deliver an organisation chart to the Authority within 4 weeks of the Commencement Date showing the PM and the SMEs referred to in 2.1.1.4 and 2.1.1.5 above.
- 2.1.1.7. Within 4 weeks of the change of any of the persons referred to in 2.1.1.6 above, the Contractor shall deliver an appropriately amended organisation chart to the Authority.
- 2.1.1.8. The Contract shall seek to foster a partnered approach and to facilitate efficient communication between the Authority and Contractor, the Contractor may host the Adour Engineering Authority, the Adour Operations Manager and the Adour Supply Chain Manager on their site with the intent of improving business communications, subject to provisions within the Contractor-Authority co-location agreement.
- 2.1.1.9. Within 4 weeks of the Commencement Date the Authority shall deliver an organisation chart to the Contractor showing the SMEs that will interface with the Contractor's organisation.
- 2.1.1.10. Within 4 weeks of the change of any of the persons referred to in 2.1.1.9 above, the Authority shall deliver an appropriately amended organisation chart to the Contractor.
- 2.1.1.11. The Contractor shall ensure the compliance requirements stated in Schedule 10 of the contract and which are provided under the Activity 1 heading are complied with.

2.2. Summative Responsibility Matrix

- 2.2.1.1. Without prejudice to the specific requirements set out in this Activity 1, the table below outlines the key tasks required under Activity 1 and who is required to hold responsibility for each task.

Required Tasks	Organisation Responsible	
	Authority	Contractor

Changes to Flying Hours	P	O
Changes to Fleet Size	P	O

2.3. Project Management

2.3.1. General Requirements

- 2.3.1.1. The Contractor shall provide and operate in accordance with a Project Management Plan (PMP) which complies with BS6079-1 to 3, within 12 weeks of Commencement Date.
- 2.3.1.2. The Authority shall review and report findings within 4 weeks from receipt of the PMP.
- 2.3.1.3. In addition to the high-level processes contained within the appendices to this Schedule (SoSR), the Contractor shall produce and maintain documented processes and procedures within the PMP for the management of each Activity including all subcontract and delivery procedures.

2.3.2. Project Management Plan (Plan)

- 2.3.2.1. The PMP should be developed in a way that describes how the project will be executed, monitored, and controlled. It must integrate and consolidate all the subsidiary plans and baselines from the planning process and shall include, but not be limited to:
 - 1) Project Baselines
 - a) Scope Baseline
 - b) Schedule Baseline
 - c) Cost Baseline
 - 2) Summary of subsidiary Plans
 - a) Scope Management
 - b) Requirements Management
 - c) Schedule Management
 - d) Quality Management
 - e) Cost Management
 - f) Communication Management
 - g) Safety Management
 - h) Risk Management
 - i) Procurement Management
 - j) Change Management
 - k) Configuration Management
 - 3) Execution
 - a) Organisation structure delivering the requirement
 - b) Project Manager's contractual delegations/authorisation
 - c) Description of how the work will be executed to accomplish the project objectives
 - d) Specific project processes

i) Technical Query process

2.3.2.2. The PMP shall be a live document, updated by the Contractor annually or as necessary and agreed by the Authority throughout the Term.

2.4. Subsidiary Management Plans

2.4.1. General Requirements

2.4.1.1. The Subsidiary Managements Plans identified below shall be issued and maintained to support the programme governance. Where the Authority has not specified the format of the Programme Management Plan and the Subsidiary Management Plans below, the Contractor shall use its existing processes and templates.

2.4.2. Risk Management Plan (RMP)

2.4.2.1. The RMP, as a minimum, is to outline the Contractors approach to:

1. Planning Risk Management – defining how risk management activities for this project will be conducted.
2. Identify Risks – determining which risks may affect the project and documenting their characteristics
3. Risk Analysis (Qualitative and Quantitative) - defining how risks will be analysed and prioritised through the assessment of likely risk to project objectives
4. Planning Risk Mitigation Response – developing options and actions to enhance opportunities and reduce threats to project objective.
5. Controlling Risk – implementing risk response plans, tracking identified risks, monitoring residual risks. Identifying new risks and evaluating risk process effectiveness throughout the project.

2.4.3. Disposal Management Plan (DMP)

2.4.3.1. The Contractor shall produce an annual Disposal Management Plan (DMP), which shall be submitted to the Authority for approval annually iaw the relevant CDRI. The Contractor shall maintain the DMP throughout the Term of the contract.

2.4.4. Quality Management Plan (QMP)

2.4.4.1. The QMP shall address two complementary roles:

1. It will describe and document the Contract specific QMS requirements necessary to satisfy the Contract requirements; and
2. It will describe and document the planning of product realisation in terms of quality requirements for the product, resources, required control activities (verification, validation, monitoring, inspection and testing) and acceptance criteria.

2.4.4.2. The QP shall address all areas of AQAP 2105 but describe in detail those requirements stated in Schedule 10 of the contract.

2.4.5. Safety Management Plan (SMP)

2.4.5.1. To support the Authority's regulated obligations (see Schedule 10 for details), the Contractor is required to produce and maintain the Project Safety Management Plan (SMP), covering their scope of activities, so that it may be integrated into the Authority's Project SMP.

2.4.6. Configuration Management Plan (CMP)

2.4.6.1. The Contractor shall create and maintain a Configuration Management Plan (CMP) to meet the compliance requirements stated at Schedule 10 of the Contract. The Contractor shall:

1. Produce a CMP in consultation with the Authority SMEs in the format of Hawk Delivery Team Local Instruction (LI013) where Contractor existing processes and documents are able to be read-across, and submit for approval to the Authority within 12 weeks of the Commencement Date. Where there is conflict or lack of clarity between the LI and DEFSTAN 05-57, the Contractor shall seek clarification from the Authority.
2. Inform the Authority within 30 Business days of any proposed change affecting contractual requirements for fit, form and function and of any difficulties in complying with the CMP.
3. Establish configuration management controls to ensure the effectiveness of the configuration management system.
4. Provide the Authority within 6 weeks the Configuration Status Record (CSR) when a CI is amended.

2.5. Value Management

2.5.1. General Requirements

2.5.1.1. The Contractor and the Authority shall provide Value Management (VM) services via the respective Programme Teams to identify and deliver opportunities and efficiencies during the term of the Contract.

2.5.1.2. In providing a VM service, the Contractor shall consider, as a minimum, the VM opportunities listed at Appendix B.

2.6. Quality Management

2.6.1. General Requirements

2.6.1.1. The Contractor shall implement a Quality Management System (QMS) that meets the requirements stated at Schedule 10 of the contract.

2.7. Performance Management

2.7.1. General Requirements

2.7.1.1. Performance management is a critical activity that will be used to evaluate the Contractor's performance against the Contract requirements and is detailed in Schedule 8 of the contract.

2.8. Fleet Management

2.8.1. General Requirements

2.8.1.1. The Contractor shall:

1. Provide MRO planning input to Strategic and Tactical Adour Fleet Management, input to the Hawk Fleet Planning Cell and remotely attend the virtual Fleet Planning meetings as necessary to support the Hawk Enterprise
2. Provide advice on engine life consumption across the Mk 151 and Mk 951 fleets
3. Provide a link between the Hawk Operations and Maintenance facilities, generating module and component output plans based on Authority's Engine MRO output requirements.

2.9. Programme Governance

2.9.1. General Requirements

- 2.9.1.1. Governance requirements are an important part of developing a high performing culture across both parties and are detailed at Schedule 7 of the contract.

2.10. Through Life Support

2.10.1. General Requirements

- 2.10.1.1. To ensure the integrated planning and a continued robust support solution for the Articles under the Contract, the Contractor shall establish a reach back through the Engineering Support SPOC. The aim of this community will be to develop and nurture the Through Life Support approach with the Authority. It shall include, but not be limited to, responsibilities such as:
 1. Review of Reliability and Maintainability information.
 2. Review and confirmation of forecasting data to feed spares modelling and maintenance expectations.
 3. Review and update as necessary of Maintenance Policies (MPol).
 4. Manage the Scheduled Servicing and Maintenance Programme Through Life (RCM Studies etc.).
 5. Alignment of Technical Data and management of Document updates (as appropriate).

2.11. Miscellaneous

2.11.1. Contractors on Deployed Operations (CONDO)

- 2.11.1.1. Any CONDO activity shall be treated as an Additional Service.

2.11.2. Access to Authority and Contractor Sites

- 2.11.2.1. Access to RAF Stations by the Contractor's staff or representatives is the responsibility of the Authority.
- 2.11.2.2. Access to Contractor locations by the Authority staff or representatives is the responsibility of the Contractor.

3. Activity 2: Technical Support

3.1. Overview of Requirement

3.1.1. General

- 3.1.1.1. The Contractor shall provide an Engineering Support Service delivering a baseline of essential Technical outputs to support the Adour 951 and Adour 151 Engines in use with the Authority throughout the period of this contract. The Contractor shall maintain its status under the Design Approved Organization Scheme (DAOS) and act in accordance with its approved exposition to fulfil the required taskings. The Contractor shall provide and develop technical expertise and assistance to support all Maintenance, Repair, Overhaul activities both within Industrial (Organizational) Level, Intermediate Level and Forward activities for these Engine Types. The Contractor shall also provide outputs relating to the deliverables of this Contract to maintain safety and Continued Airworthiness in accordance with the requirements of the Type Airworthiness Authority (TAA). The Technical deliverables and support associated with these activities shall include, but not be limited to:
- a. Post Design Services
 - b. Technical Publications
 - c. Query Management / Resolution / DDRs
 - d. Repair Schemes
 - e. Fault Investigations
 - f. Technical Instructions
 - g. Management of Propulsion System Integrity
 - h. Meeting Support (see Schedule 7 – Governance and Reporting)
 - i. Reliability & Maintainability data
 - j. Maintenance Policy and Scheduled Maintenance Optimisation
 - k. Life Assessments
 - l. Modifications and Upgrade
 - m. Safety Management
 - n. Configuration Management
- 3.1.1.2. The Contractor shall provide Engineering Support when tasked by the Authority, as defined by the Tasking Process at Appendix I within the reasonable constraints of SQEP availability and prioritised workload, as agreed with the Authority and taking into account air safety priorities.
- 3.1.1.3. The Contractor shall provide a SQEP person to carry out any such tasks authorised by the Authority. As far as is practicable, the Contractor should seek to ensure that the personnel assigned to a Task remain the same throughout the period of that Task.
- 3.1.1.4. The LITS system shall continue to be supported by the Authority. All LITS data shall be provided to the Contractor in electronic format when required. The Authority will provide support for LITS issues.
- 3.1.1.5. The Contractor shall ensure the compliance requirements stated in Schedule 10 of the contract and which are provided under the Activity 2 heading are complied with.

3.1.2. Key Performance Indicator

3.1.2.1. Performance under this activity will be measured as detailed in Schedule 8 of the Contract.

3.2. Summative Responsibility Matrix

3.2.1.1. Without prejudice to the specific requirements set out in this Activity 2, the table below outlines the key tasks required under Activity 2 and who is required to hold responsibility for each task.

Required Tasks	Organisation Responsible	
	Authority	Contractor
Delivery and development of Technical Publications	O	P
Resolution of Technical Queries	O	P
Decision to pursue repair schemes	P	P
Development and delivery of repair schemes	O	P
Fault Investigations	O	P
Development of Technical Instructions – RA5405	O	P
Management of Propulsion System Integrity	P	P
Subject Matter Expert Meeting Support	P	P
Supply of Reliability and Maintainability Data	O	P
Development of Reliability & Maintainability (& Supportability) Case	P	O
Development and Delivery of Maintenance Policy	O	P
Development and Delivery of Scheduled Maintenance Optimisation	O	P
Development and Delivery of Modifications and Upgrade	O	P
Safety Management	P	P
Configuration Management	O	P

3.3. Core Engineering Support Service

3.3.1. General Requirements

3.3.1.1. To ensure the continued and safe operation of the Articles under the Contract, the Contractor shall establish a Single Point of Contact (SPOC) through the Defence Operations Room. This provides access to suitably qualified and experienced personnel who are responsible for responding to urgent technical queries from the Authority.

3.3.1.2. The SPOC shall either:

1. Provide an initial response to the queries within 2 Business days; or

2. Mutually agree a revised timescale and immediately justify to the Authority the inability to respond in the requested timescale.

- 3.3.1.3. The Contractor shall acknowledge receipt of all communications within four working hours and shall maintain a detailed log of all communications.
- 3.3.1.4. The Contractor shall establish an electronic database to manage and monitor the provision of this service. As a minimum, each query shall be identified by a unique identifier, clear title and start date; and the system shall report on the category, status, elapsed time and specified performance standards for each query.
- 3.3.1.5. The Contractor shall be responsible for the confirmation of query completion.
- 3.3.1.6. Where Policy instructions provide completion timescales, such as DGAPI 16, the Contractor shall use best endeavours to complete the query within the prescribed limits.
- 3.3.1.7. The Contractor shall provide engineers/staff who have the necessary technical expertise to investigate defects reported by the Authority.

3.3.2. Design Deviation Requests (DDR)

- 3.3.2.1. The Contractor shall provide a Design Deviation Request (DDR) Service in accordance with existing Contractor process to meet the following principles:
 1. DDR – AOG Submission
 - a. Performance metrics as defined in Schedule 8 of the contract, excluding Adour EA concurrence.
 2. DDR – Non-AOG Submission
 - a. Performance metrics as defined in Schedule 8 of the contract, excluding Adour EA concurrence.

3.3.3. Technical Query (TQ)

- 3.3.3.1. The Contractor shall provide a Technical Query (TQ) answering service as defined at Appendix J and support the management of technical queries raised by the Authority or the Aircraft Maintenance Organisation (AMO) to meet the following principles:
 1. TQ – All Submissions
 - a. Performance metrics as defined in Schedule 8 of the contract, excluding Adour EA concurrence.
- 3.3.3.2. In an Aircraft On Ground (AOG) situation, the Contractor's Defence Operations Room shall ensure an appropriate level of focus to expedite the request and seek to minimise the impact to Authority aircraft availability.

3.3.4. Form F760 Technical Investigation

- 3.3.4.1. The Contractor shall, when tasked, undertake investigations to support the MOD F760 process and use best endeavours to conduct the investigation within the timescales identified in the Director General Air Policy Instruction 16 (DGAPI 16) requirements. DGAPI 16 is referenced in Appendix C Table 1. The requirements shall meet the performance metrics as detailed in Schedule 8 of the contract.

3.3.5. Form F765 Unsatisfactory Feature Reports (UFR)

- 3.3.5.1. The Contractor shall, when tasked, undertake investigations to support the MOD F765 process and use best endeavours to complete required updates. within the timescales identified in the ADS Management Plan requirements, as referenced in Appendix C Table 1. The requirements shall meet the performance metrics as detailed in Schedule 8 (Performance Management).

3.3.6. Reliability and Maintainability

- 3.3.6.1. The Contractor shall provide support into an integrated set of activities designed to constantly improve safety, cost, reliability and to provide an efficient maintenance regime.
- 3.3.6.2. The Contractor shall analyse design information and in-service information (including read across from near neighbours) to deliver relevant information into the Authority's reliability cases for Adour engines. Request for data above the baseline Contractor input (through the FMECA) shall be subject to an Additional Service. The information provided will support analysis of performance, identify patterns and trends which indicate equipment and system Reliability and Maintainability (R&M) issues. The Authority considers the term R&M a generic term which embraces the qualities of Availability, Reliability, Maintainability, Durability, RCM and Testability etc.
- 3.3.6.3. The Contractor shall provide support and guidance for the identification and analysis of corrective actions to bridge R&M issues, including the agreement of scheduling and funding routes for implementation and the management and acceptance of corrective action implementation.
- 3.3.6.4. The Contractor shall provide SMEs to review R&M data sources and attend Authority R&M meetings to represent the Contractor, if requested.
- 3.3.6.5. The Authority shall conduct a review of Propulsion system maintenance at least once in every five (5) years; the Contractor shall assist the Authority in this review and provide Engineering SMEs to assist in the approval process for any identified changes to Engine maintenance programmes. Any modifications or improvement tasks arising from this review shall be subject to an Additional Service.

3.4. Equipment Safety Management**3.4.1. General Requirements**

- 3.4.1.1. The Contractor shall inform the Authority immediately on becoming aware of any potential or actual emergent equipment safety risks or issues.
- 3.4.1.2. The Contractor shall supply the Authority with supporting evidence of the safety issues and all measures recommended in order to mitigate the risk so that a safety assessment can be conducted to inform a review of the Safety Case.
- 3.4.1.3. The evidence provided shall include the application of Human Factors, Error Management, Risk Management and Safety Assurance, along with proactive analysis, mitigation and management of hazards.
- 3.4.1.4. Platform Operational Safety Case: The Contractor shall provide a capability to support the Authority in managing the Authority's Operational Safety Cases for Hawk TMk1 and Hawk T2 platforms. The Contractor will support all relevant Engine associated hazard log entries and safety related concerns; any reassessment of hazards as a result of service experience and documentation updates shall be included in the task.
- 3.4.1.5. Modifications: The Contractor shall assess any proposed modifications by the Authority for any safety issues and information that feeds the hazard logs. Any reassessment of hazards and

documentation updates required shall be included in the modification task to be placed by the Authority as an Additional Service.

3.4.2. Equipment Hazard Reviews

- 3.4.2.1. The Contractor shall provide appropriate SQEP support to the EA to facilitate update and review of the Authority's Hazard Log when required. This includes DO input to probability of failure/failure rate assessments and provision of engineering data and recommendation to support new causes.
- 3.4.2.2. The Contractor shall provide appropriate SQEP support to the review of the Authority's Type Airworthiness Safety Assessment Report (TASAR), this will take place prior to each Hawk PSEP (Platform Safety and Environmental Panel) (Bi-annually). The Authority will provide the draft document for review. The Contractor will respond with a completed review within 10 working days.
- 3.4.2.3. The Contractor shall provide appropriate SQEP support for an annual update of the engine elements within the Hawk Equipment Safety Assessment (ESA) and the Hawk Equipment Safety Assessment Report (ESAR) for each aircraft mark. For the Hawk T1 (Mk151), where an engine specification ESA does not exist, support will be to EA/TAA in update to the EA's Adour Mk151 safety assessment. For the Mk951, support will be to BAES as CDO for the Hawk T2 platform. Support will include the provision of up-to-date and relevant FMECA data for each engine mark, or where this is not available (Mk 151 only), will include an appropriate assessment of equipment safety.

3.5. Field Service Support

3.5.1. General Requirements

- 3.5.1.1. The Contractor shall provide Field Service Support to deliver on site representation to the forward maintenance organisation. Field Service Support will be co-located at the Main Operating Base (MOB) for Hawk T2, RAF Valley, and provide mobile support to Hawk TMk1 at RAF Scampton and RAF Waddington (post RAFAT relocation). The Field Service Support shall maintain a link between the MOB and the Contractor's main facilities. Field Service Support shall provide the first Point of Contact (PoC) to all onsite Engine related issues. The Field Service Support shall be involved in day-to-day events at MOB. It shall provide proactive involvement with Engine management and planning activities, particularly where the impact involves maintenance to avoid rejection of engines, or scheduled and corrective maintenance where it is necessary to return an engine, associated Line Replaceable Units (LRU) or components to industry.
- 3.5.1.2. FSR Support will be provided during normal working hours (8.00am to 4:15pm) Monday to Thursday and Friday (8.00am to 4:00pm) only. Outside of these hours and during periods when the FSRs are not available due to authorised absence (annual leave and sickness or any other absence reasonably authorised by the Contractor) or essential training to maintain technical competence, technical support will be provided by the Operations Room.
- 3.5.1.3. The Authority shall provide an office space for 3 personnel with a separate conference capable room available for sole Contractor use. This office space should be as closely located to the aircraft maintenance facility as possible to aid close working with the aircraft operator.
 - 1. The office space is required to have access to phone lines, MODNET ports and sufficient power supplies for the required number of laptops and monitors to meet Display Screen Equipment assessments for the personnel roles.

2. The office space must be in a location that will allow a Wifi router to be installed within the regulatory framework of SCIDA policies, to allow connection to Contractor systems.

3.5.1.4. The Contractor shall provide:

1. An Operations Manager to coordinate maintenance activities and to regularly communicate information to the Authority / Fleet Management Team / end user. The Operations Manager will be available until 31 Dec 22, after which these interfaces shall be conducted through a SPOC nominated by the Contractor Programme Team.
2. Two Fixed Location FSR shall be provided at RAF Valley during normal working hours.
3. Support to RAFAT MOB (see Appendix A) will be available as reasonably required and agreed between the Contractor and the Authority, by deploying either FSR during normal working hours.
4. FSRs assessed as SQEP to:
 - a. Provide technical expertise during in-situ fault diagnosis and rectification.
 - b. Undertake inspections on-wing and assist in the resolution of faults raised during maintenance and/or at forward locations.
 - c. Provide recommendations on recovery of the Engine.
 - d. Provide short written reports detailing the indications, fault diagnosis and action taken to resolve problems.

3.6. Early Failure Detection Cell (EFDC)

3.6.1. General Requirements

- 3.6.1.1. An EFDC is not required to form part of the requested service.

3.7. Engine Familiarisation Training

3.7.1. General Requirements

- 3.7.1.1. Engine Familiarisation Training is required to ensure that the maintenance staff and managers are correctly informed and aware of the equipment they are interfacing with. The Contractor shall provide:
 1. Mk 151 Annual Training (7 Courses at RAF Waddington) covering:
 - a. General familiarisation of all Mk 151 components and systems
 - b. Fuel System Adjustment
 - c. Remote Visual Inspection
 2. Mk 151 Bi-Annual Training (3 Courses at RAF Waddington) covering
 - a. Module 01 exchange capability
 3. Mk 951 Annual Training (10 Courses at R-R Bristol) covering
 - a. General familiarisation of all Mk 951 components and systems
 - b. Module 01 exchange capability
 - c. Fuel System Accessory removal and installation

- d. Remote Visual Inspection
- 4. Mk 951 Bi-Annual Training (3 Courses at RAF Valley) covering
 - a. Presentation of FATS and VTS operation and theory

3.8. Life and Engine Health Management

3.8.1. General Requirements

- 3.8.1.1. The Contractor shall produce Life Management Plans (LMP) for the Adour Mk 951 engine and for the Adour Mk 151 engine. The Life Management Plan is intended to provide direction to the strategic and tactical level management of each engine type.
- 3.8.1.2. The Contractor shall utilise in-service data collected via the Health and Usage Monitoring System (HUMS) to react to the operating experience and to develop emergent requirements for lifing, maintenance and support based upon output. Summary findings will be detailed within the LMP.
- 3.8.1.3. The details of Life Assessments required within the programme and the maintenance events they are associated with shall be detailed in the LMP.

3.8.2. Life Management Plan (LMP)

- 3.8.2.1. The Contractor's LMPs shall provide the basis upon which the Adour engines are managed. The purpose of the Life Management Plan is to:
 - 1. Maintain required safety, performance and reliability of the system
 - 2. Restore safety and reliability for any deterioration experienced away from expected baseline
 - 3. Provide supportability of the propulsion system
 - 4. Reduce or control total costs associated with the engine through effective and efficient management
- 3.8.2.2. The LMP shall outline processes used to continuously assess and update maintenance and support details. This will include evaluation of life limits, parts, supportability, repair requirements and module/ LRU/ component support policies.
- 3.8.2.3. The Contractor shall adhere to the Life Management Plan (LMP) and update it following periodic Life Assessments, on direction from the Design Organisation, or mandated/ regulatory requirements identified through the Authority.

3.8.3. Health and Usage Monitoring System (HUMS)

- 3.8.3.1. The Contractor shall support the use of the Adour HUMS and seek to exploit the data captured. Assumptions relating to HUMS are provided at Appendix C.
- 3.8.3.2. Further support or assessment of the Engine Usage Monitoring System (EUMS) employed on the Adour Mk 151-01 is not required.
- 3.8.3.3. The Authority shall complete the update to the Health and Usage Monitoring System (HUMS), including the Desk Top System (DTS), to correct the life counting errors and therefore enable the HUMS system to be used to record executive life.
- 3.8.3.4. The Authority shall provide HUMS data to the Contractor on a monthly basis to support fleet monitoring and periodic life assessment activities.

- 3.8.3.5. The Authority shall provide Mk151-02 Engine Recorded Cycles (LCUs) to the Contractor in electronic format on a monthly basis.

3.8.4. Life Assessments

- 3.8.4.1. The Contractor shall undertake Engine, LRU and Component Life Assessments as scheduled within the LMP. The assumed scope of Life Assessment activities required through to 2030 are provided below.
- 3.8.4.2. It is an assumption that the Mk 151 Module 03 will have completed a Life Assessment prior to the Commencement Date that will set the life of the Kit A (M03 Shafts and Bearings) at 3000Hrs TSN and 4000Hrs TSN for the M03 main structure and intermediate Gear Box. Should the life assessment determine the life of the M03 to be less than 3000hrs, the Contractor's forecast for M03 utilisation and life consumption will be reviewed with the Authority following the outcome of the assessment.
- 3.8.4.3. Following recommendations made by the Contractor, the Authority shall identify suitable candidate assets for the life assessment activities and request the necessary engine maintenance activity in order to provide the assets for life assessment.
- 3.8.4.4. **Mk 151.** The Life Assessment schedule for the Mk151 component sampling programme shall be completed as outlined in the table below:

Life Sample Descriptions	Sample 1	Sample 2	Sample 3	Sample 4
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*Dates for HPC Drum life assessment are estimated at this time and require review of component life consumed in fleet leading engines.

- 3.8.4.5. **Mk 951.** The Contractor shall carry out the Life Assessment schedule for the Mk 951 engine sampling programme as outlined in the table and supporting paragraph below:

Engine Life (TSN) & Date	Workscope	Resources Required – [REDACTED – Under FOIA Section 26, Defence]
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1. Mk 951 M01 Life Assessment – 3 x M01 at 2200Hrs (2023)
2. Mk 951 Engine Life Assessment 2700Hrs (2025/26)
 - a. Life Assessment and repair of One engine in 2025.
 - b. Life Assessment and repair of One engine in 2026.
 - c. Depending on specific engine usage, it is noted that it is possible to undertake “partial” engines as candidates for 2700 Life Assessment. The baseline of the proposal does not include the additional costs of swapping engines and modules. These additional costs would be:
 - i. Additional Engine Strip
 - ii. Additional Engine Build & test
3. Mk 951 Engine Life Assessment 4000Hrs (2030/31)
 - a. Engine level of Life Assessment is excluded from this Contract.

- 3.8.4.6. **Mk 951.** The Contractor shall carry out the Life Assessment schedule for the Mk 951 component sampling programme as outlined in the table below – [REDACTED – Under FOIA Section 26, Defence]

2700Hr Life Assessment (Design Responsibility)

[REDACTED – Under FOIA Section 26, Defence]

- * the repair following the Life Assessment at 2700hrs has been included in the baseline contract, however, should the actual cost of repair following this Life Assessment at 2700hrs deviate by more than 10% of the Baseline Cost Model, the Contractor shall provide a credit or an additional invoice to the Authority.

3.8.4.7. Mk 951 LRUs

The Contractor shall carry out the Life Assessment schedule for the Mk 951 LRU sampling programme as outlined in the table below:

[REDACTED – Under FOIA Section 43, Commercial Interests]

3.9. Test Equipment Calibration Service

3.9.1. General Requirements

- 3.9.1.1. The Contractor shall provide a Calibration Service for the following engine specific Test Equipment that is to be provided to the ML1 Maintenance Organisation as GFE.

3.9.1.2.

Part Number	Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
[REDACTED – Under FOIA Section 26, Defence]													

- 3.9.1.3. With respect to the above Table, the following assumptions apply:

1. Vibration Test Set Calibration is required every 2 years; qty 3 test sets require calibration
2. Transducer calibration is annual and are counted separately from the Test Set qty. The Authority has 8 transducers that will require calibration each year.
3. Should any transducer fail calibration, the Authority is responsible for procurement of replacement assets and the initial required calibration activity.
4. Should the Authority have insufficient assets to use all calibration activities within a calendar year, unused allocations will not be carried over into subsequent years.

3.10. Technical Documentation

3.10.1. General Requirements

- 3.10.1.1. The Contractor shall:

1. Supply copies of existing drawings, circuit diagrams and reports as requested (provision may incur additional costs to be recovered by the Contractor).
2. Supply copies of updated documentation (to include but not be limited to; Service Bulletins, Notice to Operators, Life Sampling Plan, Life Management Plan, Time Limits Manual to the Authority for use by the Authority and its end users).

- 3.10.1.2. Technical Publications updates due to errors, changes to maintenance policy or unsatisfactory features (MF765) shall be updated in accordance with ADS Management Plan, as referenced

in Appendix C Table 1. Technical Publications (and Source technical data to update the AMM) will be provided to the Authority to support the Aircraft Data Set.

3.11. Technical Support Tasking Process

3.11.1. General Requirements

3.11.1.1. Additional Services Tasks shall be initiated by following the process detailed at Schedule 11.

3.12. Minor Tasks

3.12.1.1. The Contractor shall complete individual miscellaneous tasks relating to the scope listed in this Activity 2 (where each individual task is of less than 40 hours in duration) as requested by the Authority, including but not limited to:

1. Resolution of minor technical and logistic support enquiries as a result of direct request or emergent work (e.g., meeting action or telephone call).
2. Discussion of issues as a result of a completed discrete task.
3. Provision of minor research activity not covered by discrete task
4. Supporting the Authority in the generation of Additional Service Annex A.
5. Response to defect reports
6. Support to minor engine / component defect investigations (where not covered by discrete task)

4. ACTIVITY 3: ASSET MANAGEMENT AND FORWARD SPARES PROVISION

4.1. Overview of Requirement

4.1.1. General

4.1.1.1. The Authority holds responsibility for ML1 forecasting throughout the Contract Term.

4.1.1.2. The Contractor shall support the Authority in all aspects of forecasting, supply, and delivery of spares to support the ML1 Activity.

4.1.1.3. The Contractor shall supply Articles to the specification and part number identified within the characteristics of the NATO Stock Number/Part Number. The Contractor shall check the latest drawing issue state and, if different to that identified by the NATO Stock Number/Part Number, notify the Authority to confirm the requirement.

4.1.1.4. The Contractor shall provide a Supply Chain Coordinator (SCC) to manage the supply chain for Contractor-provisioned parts and coordinate demands for Authority-owned parts from the Authority. The SCC shall be the focal point for management of Inventory reporting and Optimisation.

4.2. Key Performance Indicator

4.2.1.1. Performance under this activity will be measured as detailed in Schedule 8 of the Contract.

4.3. Summative Responsibility Matrix

4.3.1.1. Without prejudice to the specific requirements set out in this Activity 3, the table below outlines the key tasks required under Activity 3 and who is required to hold responsibility for each task.

Required Tasks	Organisation Responsible	
	Authority	Contractor
Forward Spares Forecasting	P	P
Delivery of all Forward Spares	O	P
Review of Fwd Spares Delivery Schedule	P	P
Transporting of Engines, LRUs, Assemblies and Fwd Spares (To and from any Contractor Facility)	O	P
Provide Authority-Owned Spares held at Depot or Unit locations at the request of the Contractor	P	O

4.4. Government Furnished Assets (GFA)

4.4.1. General Requirements

4.4.1.1. The Contractor shall maintain procedures to ensure that all GFE listed within Schedule 14 is managed in accordance with the Defence Conditions and Standards listed within Schedule 0.

4.4.1.2. The Contractor shall be responsible for routine husbandry, calibration and maintenance of loaned items (GFE) in their possession in accordance with Defence Condition 611.

- 4.4.1.3. The Contractor shall achieve Substantial or Full Assurance during cyclic audits of MOD Owned Assets held within Contractor Facilities. The Audits are conducted by the Defence Internal Audit (DIA) Team and the Contractor must complete any corrective action directed by DIA within the timeframe stipulated.
- 4.4.1.4. IAW DEFCON 694 the Authority are entitled to carry out any audits of MOD Owned Assets held in Contractor Facilities, either internally or by instructing the DIA to audit on behalf of the Authority.
- 4.4.1.5. At the end of each Quarterly Accounting Period (AP), the Contractor shall supply copies of each DEFCON 694 report of the Public Store Account (PSA), to the Authority's Public Accounting Authority as specified in Box 8 of DEFFORM 111 (Appendix to Contract) and to the Hawk DT SCM Team. The information is to be supplied from the same source and on the same day for accuracy and to allow comparison of data.
- 4.5. Concessions
 - 4.5.1. General Requirements
 - 4.5.1.1. The Contractor shall supply Articles to the specification identified within the characteristics of the Pt No/NSN. The Contractor shall establish the latest drawing issue state and, where different to that identified by the Pt No/NSN, notify the Authority to confirm the requirement.
 - 4.5.1.2. Should the Contractor wish to supply a product to the Authority that does not comply in full with Contract requirements, a request for concession must be raised in accordance with the requirements of DEFSTAN 05-061 (Quality Assurance Procedural Requirements), as qualified in Schedule 10. The request for concession shall include full and comprehensive details of the variation from the Specified Article, the impact on the safety or reliability of the equipment, the changes in the cost and shall indicate the benefits to the Authority of its acceptance. Requests for concession shall be submitted to the Authority as detailed in Schedule 10.
 - 4.5.1.3. The Contractor is responsible for processing concession applications from its sub-contractors; this responsibility is to be flowed down to all levels of the supply chain. If the Contractor identifies that the application pertains to a non-conformance, the Contractor must submit it to the Authority for a final decision.
 - 4.5.1.4. The Contractor is required to ensure suitable arrangements are in place with sub-contractors for the processing of non-conformances.
- 4.6. Packaging, Handling, Storage and Transport
 - 4.6.1. General Requirements
 - 4.6.1.1. The Contractor shall package and store items in accordance with the relevant Defence Conditions and Standards, as may be qualified and listed in Schedule 0.
 - 4.6.1.2. For the avoidance of doubt, any packaging activity for the purpose of transportation from Authority locations to Contractor locations shall be the responsibility of the Authority.
 - 4.6.2. Special to Type Containers (STCs)
 - 4.6.2.1. The Contractor shall be responsible for daily STC husbandry and rectification of any damage caused whilst in their possession. The Authority retains overall responsibility for all planned maintenance of STCs and their availability to transport Engines, Modules and LRUs between operating bases and Contractor locations.

- 4.6.2.2. The Contractor shall store the STCs in a suitable location, protected from the weather and other deteriorating factors.
- 4.6.2.3. The Contractor shall provide details on request of all STC holdings and Condition. All Contractor held STCs shall also be reported quarterly in accordance with DEFCON 694.
- 4.6.2.4. The Contractor will provide STC Design Drawings which are available to them upon request and grant authority to the MOD to procure new build STC's through a 3rd Party Supplier. Costs of providing the Drawings are excluded from the Contract core price.

- 4.7. Control of Dangerous Articles and Substances
 - 4.7.1. General Requirements
 - 4.7.1.1. Information shall be provided in the form of a Safety Data Sheet in accordance with DEFCON 68 (Supply of Hazardous Articles & Substances) which the Contractor shall complete and forward to the Authority in accordance with the instructions in that DEFCON.
 - 4.7.1.2. Where a Safety Data Sheet has been produced in relation to a specific Article, a copy of the Safety Data Sheet shall also accompany each such Article delivered under the Contract.
 - 4.7.1.3. The Contractor shall ensure that these provisions are included in any sub-contracts let with its supply chain.
 - 4.7.1.4. The Contractor shall provide an initial return in relation to Montreal Protocol Substances at the Commencement Date. If at any time in relation to work under the Contract the Contractor becomes aware that he may need to use a Montreal Protocol listed substance that he has not hitherto notified to the Authority, he shall, before proceeding with that work, so advise the Authority's Authorised Demander giving details.
 - 4.7.1.5. The Authority reserves the right, throughout the Term, to amend the list of substances on which the Contractor is required to make such a return, to align with changes in legislation including Protocols and / or any other form of obligation by which the Authority may be bound or choose to bind itself.
 - 4.7.1.6. No additional cost shall be incurred by the Authority as a result of the Contractor's obligations under this Condition.
 - 4.7.1.7. No asbestos of any type shall be incorporated into the Articles except that in exceptional circumstances use of an alternative substance would be equally or more hazardous than using CHRYSOTILE (WHITE) Asbestos, then Chrysotile (White) asbestos may be incorporated in the Articles subject to the Contractor obtaining prior written consent of the Authority.

- 4.8. Marking of Articles
 - 4.8.1. General Requirements
 - 4.8.1.1. The Contractor shall be required to support codification activity by providing all relevant technical information required to enable the Authority to generate, codify and issue NATO Stock Numbers (NSNs) for items which enter the Authority supply chain in accordance with DEFCON 117 (Supply of Documentation for NATO Codification Purposes) and UKNCB (United Kingdom National Codification Bureau). A one-off cost associated with provision of this technical information may be applied to the price of items not included in the baseline forward spares list, when ordered by the Authority
 - 4.8.1.2. All Data shall be provided under cover of Appendix G to this Contract.
 - 4.8.1.3. The Contractor shall mark articles in accordance with DEFCON 644 (Marking of Articles).

- 4.8.1.4. The Contractor shall individually identify any item which requires a calibration or inspection certification, in an auditable manner.
- 4.9. Obsolescence Management
 - 4.9.1. General Requirements – **[REDACTED – Under FOIA Section 43, Commercial Interests]**
 - 4.9.2. Obsolescence Management Plan (OMP)
 - 4.9.2.1. Details of the Obsolescence Management Plan, including type and depth of monitoring, will be made available to the Authority within 12 weeks of Commencement Date and updated annually.
 - 4.9.3. Obsolescence Identification
 - 4.9.3.1. The Contractor shall notify the Authority within 15 Business days if it becomes aware of any current or future supply concerns regarding materials within their planned period of use via an obsolescence notice which will define the issue, cause, and a broad outline of what investigative work would be required to put in place a mitigation strategy. The Contractor shall identify opportunities to mitigate obsolescence in an efficient and cost-effective manner. It is expected that appropriate management and timeliness will provide suitable opportunities to achieve mitigation with the minimum of disruption.
 - 4.9.3.2. Mitigation strategies may include, but are not limited to:
 1. Recovery (and repair) of additional parts from stored (removed) equipment
 2. Supply an alternative part with equivalent fit-form-function
 3. Conduct a lifetime buy of current part
 4. Re-establishment of manufacture against the latest version of the drawings
 - 4.9.3.3. The Authority shall review the obsolescence notice and advise what action to take. The Contractor shall not undertake any work unless formally tasked in accordance with the process defined within the OMP.
- 4.10. Long Lead Time Items
 - 4.10.1. General Requirements
 - 4.10.1.1. Prior to contract closure, the Contractor shall consider any spares provisioning that would need to be purchased ahead of any follow-on contract due to long lead time.
 - 4.10.1.2. LLTI Reviews shall be held 24, 18 and 12 months prior to Contract Closure.
 - 4.10.1.3. The Contractor shall propose a Limit of Liability value and a 'Required By' spares placement date to the Authority, after which the Authority may elect to raise an Additional Service for some or all of the proposed LLTIs.
- 4.11. Authority Material Available to the Contractor
 - 4.11.1. General Requirements
 - 4.11.1.1. The Authority shall make available to the Contractor any existing Authority Owned Materiel that is required to support delivery of obligations at the contract Effective Date.

- 4.11.2. ML1 (Forward) Spares
 - 4.11.2.1. Baseline assumptions for Authority Owned ML1 spares requirements are provided within Schedule 14.
- 4.11.3. LRU Spares
 - 4.11.3.1. Baseline assumptions for the provision of Authority Owned LRUs are stated within Schedule 14. The Contractor shall not be responsible for replacing LRUs once Authority holdings are exhausted.
- 4.11.4. MRO Spares
 - 4.11.4.1. Baseline assumptions for the provision of Authority Owned MRO spares are stated within Schedule 14. On exhaustion of the Authority Stock Holdings, the spare will then become inclusive within the contract.
 - 4.11.4.2. The Authority shall provision spare modules to be returned to parts (RTP) in support of MRO. The number and details of the Modules are included in the Cost Model.
- 4.12. Provision, Delivery and Review of Scheduled ML1 (Forward) Spares
 - 4.12.1. General Requirements
 - 4.12.1.1. ML1 Spares shall be delivered annually to the Authority on the first working day of October each year. The first delivery shall be in October 2022.
 - 4.12.1.2. The Contractor shall attend a regular review of ML1 Spares Provision (Schedule 7) to ensure maximum efficiency and minimal waste is achieved throughout the contract period.
 - 4.12.1.3. The ML1 Spares Provision Review shall take place at the following intervals:
 - Year 1 & 2 – Quarterly from Jul 22 to Apr 24
 - Year 3 to Contract Closure – 6 Monthly from Oct 24
 - Ad Hoc Reviews as required by the Authority in the event of significant change of requirement.
 - 4.12.1.4. The Contractor shall make the necessary provisions to amend the ML1 Spares Delivery Schedule as agreed in the Spares Provision Review by way of Contract Amendment.
 - 4.12.1.5. The results of the revised ML1 Spares Provision Review are to be reflected in the following ML1 Spares Delivery to RAF Valley.
- 4.13. Provision and Delivery of Unscheduled ML1 (Forward) Spares
 - 4.13.1.1. At the Authority's request, the Contractor shall provide ML1 Spares, over and above the Scheduled ML1 Spares Delivery, using the Additional Services process detailed in Schedule 11.

- 4.13.1.2. Each authorised order shall be placed via CP&F. Any amendment required will be authorised via CP&F.
- 4.13.1.3. Where the Authority has requested a quotation for multiple line items, quotations shall be submitted by the Contractor for each individual item, as and when generated. They shall not be retained whilst waiting for the remaining quotations.
- 4.13.1.4. The Contractor shall notify the Authority of any items where shelf life applies to a part.
- 4.13.1.5. If an item ordered is unobtainable, the Contractor must not supply an alternative item without the prior approval of the Authority. Details of the proposed substitute shall be submitted to Authority and no further action taken until formally authorised by the Authority.
- 4.13.1.6. The Contractor shall dispatch Article(s) to the Consignee address detailed within the order in accordance with DEFCONs 5J (Unique Identifiers), 129J (The Use of the Electronic Business Days Delivery Form) and accompanying DEFFORM 129J (Shipping Form Design).
- 4.13.1.7. The Contractor shall ensure that all new items are accompanied by a CofC and the appropriate Airworthiness traceability in accordance with DEFCON 627 on dispatch to Authority Sites.
- 4.13.1.8. The Contractor shall ensure that all used parts are accompanied by component classification which complies with the airworthiness requirements identified in MAA RA4809 on dispatch to Authority sites.
- 4.13.1.9. The Contractor shall submit their invoice electronically via CP&F, in accordance with DEFCON 522 (Payment and Recovery of Sums Due).
- 4.14. Spares Storage, Location and Accounting
 - 4.14.1. General Requirements
 - 4.14.1.1. The Authority shall provide the material accounting service on MJDI at Depot, RAF Valley and RAF Waddington and shall provide a "D4i" stock report to the Contractor on a weekly basis to assist in informing the Contractor of Authority Owned Stock that can be utilised.
 - 4.14.2. Authority Owned Stock at Contractor Facilities
 - 4.14.2.1. All Authority Owned Stock stored at Contractor Facilities for use within the contract Term, shall be managed and utilised by the Contractor in accordance with DEFCON 694.

5. ACTIVITY 4: LINE REPLACEABLE UNIT (LRU) SERVICE

5.1. Overview of Requirement

5.1.1. General

- 5.1.1.1. Line Replaceable Unit (LRU) service for Adour Mk 151 and Mk 951 shall be based upon the Authority forecasted output required to support the engines throughout the contract. LRU's will form a pool of installed assets, rotatable spares and assets undergoing repair or overhaul at industry.
- 5.1.1.2. New assets shall be purchased by the Authority utilising the Additional Services process detailed in Schedule 11, where increased assets are required to support the pool, or where a rejected LRU is jointly deemed Beyond Economic Repair (BER). Where an LRU is BER the Contractor shall provide the required information to the Authority to allow for suitable disposal of the item.
- 5.1.1.3. The LRU replacement, repair or overhaul is not scheduled to occur within the Engine Maintenance Repair and Overhaul (MRO) activity (to allow for greater flexibility utilising surplus items).
- 5.1.1.4. The Authority forecast shall be assisted by the Contractor utilising historic arisings and reliability data to ensure an appropriate volume of LRU's are available in the pool (listed in Schedule 14) to service the requirements of both Forward Maintenance and arisings that occur in the Engine MRO.
- 5.1.1.5. LRU's identified and agreed to undergo repair or overhaul will be a spares inclusive Repair/ Refurbish/ Overhaul of Adour LRU.
- 5.1.1.6. The Contractor shall provide an LRU / Accessory Service to meet the baseline assumptions provided at Appendix E.
- 5.1.1.7. The Contractor shall comply with the references listed against para 11.1 at Appendix E.
- 5.1.1.8. The Contractor shall ensure the compliance requirements stated in Schedule 10 of the contract and which are provided under the Activity 4 heading are complied with.
- 5.1.1.9. The Contractor shall manage shelf life and maintenance expiry life of the LRUs held by the Contractor. The Authority shall manage shelf life and maintenance expiry life of the LRUs held by the Authority.

5.1.2. Transport and Storage

- 5.1.2.1. The Contractor shall provide transportation and storage of LRUs in accordance with Clause 6.6.3 of this Schedule.

5.1.3. Key Performance Indicator

- 5.1.3.1. Performance under this activity shall be measured as detailed in Schedule 8 of the Contract.

5.2. Summative Responsibility Matrix

- 5.2.1.1. Without prejudice to the specific requirements set out in this Activity 4, the table below outlines the key tasks required under Activity 4 and who is required to hold responsibility for each task.

Required Tasks	Organisation Responsible	
	Authority	Contractor

Management of LRU service	P	P
Forecast of LRU requirements	P	P
Transport of LRU	O	P
Scheduled Output of LRU	O	P
Presentation of LRU for Repair or Overhaul	P	O
Providing BER details to Authority	O	P
Authorising disposal and providing disposal details	P	O

5.3. Arisings

5.3.1. General Requirements

- 5.3.1.1. The Contractor shall repair/refurbish/salvage/modify/test/preserve/pack and return Arisings of LRU in accordance with the procedures detailed in Appendix K (up to the quantities for each item included within the agreed contract Cost Model or as provisioned under Schedule 11 - Additional Services) and bring each ancillary to a condition which will meet the respective lives agreed with the Authority.
- 5.3.1.2. For any discrepancies, the Contractor shall follow the procedures detailed in Appendix I to this SoSR.
- 5.3.1.3. For any parts/components removed, the Contractor shall follow the procedures detailed in Appendix I to this SoSR.

5.3.2. Interchangeability

- 5.3.2.1. Arisings repaired/overhauled under this Contract shall be fully interchangeable between engines of the same type (i.e Mk 151-01 engines to Mk 151-01 engines, Mk151-02 engines to Mk151-02 engines, Mk 951 engines to Mk 951 engines) and modules where possible unless subject to approved modifications.

5.3.3. Modification Programmes

- 5.3.3.1. The Contractor shall make good all outstanding and agreed modifications as part of an approved modification programme into any equipment returned for repair. Safety-related modifications will be considered a priority activity and take precedence over other activities.

5.3.4. Defect Investigations

- 5.3.4.1. The Contractor shall carry out, as authorised, the investigation of defects in the Arisings returned to the Contractor and deliver a report of findings to the Authority. The report is to detail initial fault and any rectification work carried out to return it to a serviceable condition. Where the investigation and the reporting exceeds 40hrs, the Authority shall raise an Additional Service.

6. ACTIVITY 5: MAINTENANCE REPAIR OVERHAUL (MRO) SERVICE

6.1. Overview of Requirement

6.1.1. General

- 6.1.1.1. The Contractor shall hold Part 145 approval or other acceptable means of compliance for the Bristol facility conducting MRO activities on Adour Mk 151 and Mk 951 engines.
- 6.1.1.2. The Contractor shall provide a spares inclusive repair and overhaul service for Adour Mk 151 and Mk 951 engines.
- 6.1.1.3. The baseline quantity of MRO requirements contracted is detailed in Appendix F, sections 12.3 and 12.4.
- 6.1.1.4. The Contractor shall meet the compliance requirements stated in Schedule 10 of the contract.

6.1.2. Key Performance Indicator

- 6.1.2.1. Performance under this activity will be measured against Key Performance Indicators (KPIs) detailed in Schedule 8 of the Contract.

6.2. Summative Responsibility Matrix

- 6.2.1.1. Without prejudice to the specific requirements set out in this Activity 5, the table below outlines the key tasks required under Activity 5 and who is required to hold responsibility for each task.

Required Tasks	Organisation Responsible	
	Authority	Contractor
Identification of Engines	P	P
Pre-Induction Data	P	O
Conduct TRCs (including ERIF)	O	P
Approve TRCs outcomes	P	P
Transportation	O	P
MRO Output Schedule	O	P

6.3. MRO Planning

6.3.1. General Requirements

- 6.3.1.1. Engine MRO planning shall be the responsibility of the Contractor and be fully integrated with the Engine Fleet Management requirements stated in Activity 1 (2.8).
- 6.3.1.2. As part of the Hawk Enterprise, the Contractor shall be required to provide input into the Engine planning process by providing the Engine MRO planned activities. The Engine MRO planning process is illustrated at Appendix J.
- 6.3.1.3. Following the agreement of the number and type of Engines to be overhauled (if different to the baseline contract), the Contractor and the Authority shall draw up the list of possible candidates for the upcoming induction slots; this plan shall look forward for the next 12 months and will be reviewed regularly at the AMM as per Schedule 7 (Governance and Reporting).

- 6.3.1.4. The Contractor shall support the Authority to develop flexible workscope methodologies to ensure MRO work packages are intelligently set, meet Value for Money intent through the TRC process and are agreed with the Authority.
- 6.3.1.5. Induction slot change requests from the Authority shall be handled using the principles detailed in section 6.6 below.
- 6.4. MRO Management
 - 6.4.1. General Requirements
 - 6.4.1.1. The Authority is required to provide sufficient data that describes the engine at time of rejection.
 - 6.4.1.2. Engine Return to Industry Forms (ERIF) are required to define the faults and/or defects prior to induction.
 - a) Mk951 engine documentation must be presented to the Contractor within 2 weeks of engine rejection by the Authority to allow timely collation of the ERIF document prior to engine collection.
 - b) Mk151 engines require an inspection to be conducted at MOB in an engine maintenance stand prior to transfer of the engine into a transportation bag stand and made ready for collection.
 - 6.4.1.3. The Authority shall be responsible for packing the engines and modules prior to collection and providing accurate weights and dimensions. The Authority shall be responsible for loading the engines and modules onto the transport at point of pickup.
 - 6.4.1.4. The Contractor shall collect the Engines and Modules one month before the scheduled input date.
 - 6.4.1.5. The engine shall retain its serial number regardless of the number of modules, LRUs, accessories or components exchanged during repair/overhaul. Where a Mk151 Accessory Pack exchange workscope was carried out, the inputted and outputted Engines will have different Serial Numbers.
 - 6.4.1.6. The Contractor shall release engines from MRO to meet the relevant Engine Mk Minimum Output Standard as agreed by the Authority at the TRC.
 - 6.4.1.7. The target for Mk151 RAFAT engines shall be 400hrs (2 seasons), with a minimum of 200hrs (1 season). At Authority's agreement the issued life may be less than the minimum.
 - 6.4.2. Technical Review Committee (TRC)
 - 6.4.2.1. A Technical Review Committee (TRC) is to be convened by the Contractor within 5 Business days of each Engine Induction date. A representative from the Authority shall attend the TRC and approve the TRC outcome before the end of the meeting. In the absence of Authority representation, the Contractor is empowered to approve the TRC outcome.
 - 6.4.2.2. The Contractor shall provide a copy of the TRC minutes to the Authority within 5 Business days of the TRC for information.
 - 6.4.3. Induction
 - 6.4.3.1. The Contractor shall follow the process identified at Appendix J to this SoSR for the Induction and Overhaul of Engines.

- 6.4.4. Maintenance and Repair
- 6.4.4.1. The Contractor shall conduct maintenance on each Engine to achieve a condition that meets the release life agreed at the TRC.
- 6.4.4.2. The Contractor shall follow Appendix H to this SoSR for any parts/components removed during the strip of an Engine.
- 6.4.4.3. A Material Review Board (MRB) shall be convened by the Contractor if the service life agreed at TRC cannot be achieved following completion of the Strip and Inspect activities.
- 6.5. MRO Planning
- 6.5.1. General
- 6.5.1.1. Assumptions relating to MRO planning are at Appendix F.
- 6.5.1.2. The Contract has the following baseline assumptions with regards to quantity of MRO work:
- a) The aggregate quantity over the Contract Term, as stated in Appendix F, is fixed. A Contract Change is required to increase the quantity.
 - b) The in-year quantity stated Appendix F cannot increase without a Contract Change, but the timing of each Engine, Module and LRU induction *within* each Contract Year varies depending on the Authority requirements.
 - c) The in-year quantity stated in Appendix F can reduce, and both Parties shall benefit from this reduction in overall Actual Costs through the TCIF mechanism, as detailed in Schedule 5.
- 6.5.1.3. The principles relating to induction slot change request from the Authority are outlined in the table below:

Notice of Change	Request	Impact on Labour	Impact on Parts	Contract Impact
>6 months	Delay induction up to 6 months	Can be accommodated	Can be accommodated	[REDACTED – Under FOIA Section 43, Commercial Interests]
Between 6 weeks and 6 months	Delay induction up to 6 months	Labour may be reallocated for some of the delay	Can be accommodated	[REDACTED – Under FOIA Section 43, Commercial Interests]
<6 weeks	Delay induction up to 6 months	Labour cannot be reallocated	Can be accommodated	[REDACTED – Under FOIA Section 43, Commercial Interests]
Any notice period	Premature induction of	Will endeavour to induct earlier than planned	Parts may not be available until planned requirement	[REDACTED – Under FOIA Section 43, Commercial Interests]

6.5.2. Engine Test

- 6.5.2.1. Following the repair/overhaul of an Engine the Contractor shall conduct a performance test to provide evidence that the Engine meets the specification in accordance with the approved engine pass-off test requirements and schedule for the relevant engine mark (not all engines will require a test). Where the workscope is "Accessory Pack Swap", the engine to be output shall not be tested.
 - 6.5.2.2. The Contractor shall advise the Authority of scheduled test dates at least two weeks before the start of the test process, to be communicated at the FORM; this will enable the Authority to witness the test if required.
 - 6.5.2.3. No Engine shall be issued which does not meet the required specification without a concession from the Authority.
 - 6.5.2.4. Within 5 Business days following a successful Engine performance test, the Contractor shall issue the Engine summary test report to the Authority.
 - 6.5.2.5. The Authority shall review the Engine summary test, engage with Fleet Management, and advise the Contractor of a delivery address, if different to default delivery address, before authorising release of the Engine.
 - 6.5.2.6. The Contractor shall update and despatch the Engine Logbook with the Engine, sending copies of this data to the Authority. The Logbook shall be updated to include (but not limited to) the following:
 1. Calendar life, cyclic life and release life remaining for each lifed component.
 2. The Engine Serial No
 3. Serial numbers of Components used.
 4. Modifications embodied
 5. SI(T) embodied
 6. Deviations and concessions applied.
- ## 6.5.3. Transport and Storage
- 6.5.3.1. The Contractor shall provide transportation for Modules, Engines and LRUs (for the purposes of MRO activities) between the main operating bases stated at Appendix A and the Contractor's MRO facilities.
 - 6.5.3.2. The Authority shall provide transport cases for engines, modules and LRUs as required. The Contractor shall notify the Authority at the earliest opportunity of any damages to the transport and storage cases. Any unused transportation cases shall be recovered or replaced by the Authority within 4 weeks.
 - 6.5.3.3. When packaging, storing, or transporting engines, the conditions stated at Activity 3 para 4.5 are to be applied.
 - 6.5.3.4. The packing, preparing and notifying the Contractor for transport off site, and loading of items onto the transport at despatch sites, shall be the responsibility of the Authority.
 - 6.5.3.5. The off-loading of items delivered to RAF Valley and RAF Waddington following MRO activity by the Contractor, shall be the responsibility of the Authority.

6.6. Foreign Object Damage (FOD)

6.6.1. General Requirements

Should an engine require depth repair as a consequence of FOD, the Contractor shall inspect the engine and jointly assess the implications of the inspection with the Authority, during the TRC process. The assessment shall determine whether the MRO of the affected engine can be conducted as a scheduled induction or whether the MRO is to be considered as an additional task and processed through Additional Services route in Schedule 11. Should the forecast cost of the FOD repair exceed the average relevant Engine Mark MRO cost as stated in the Cost Model, the Contractor shall be entitled to the difference in that cost, payable as part of the Annual Reconciliation Process (Clause 5 of Schedule 5 (Price and Payment)) by the Authority at the same time the annual KPI reconciliation payment /credit takes place as per Schedule 8 (Performance Management).

6.7. Unplanned Events

6.7.1. General Requirements

Should an engine require depth repair as a consequence of an unplanned event, the Contractor shall inspect the engine and jointly assess the implications of the inspection with the Authority, during the TRC process. The assessment shall determine whether the MRO of the affected engine can be conducted as a scheduled induction or whether the MRO is to be considered as an additional task and processed through Additional Services route in Schedule 11. Should the forecast cost of the unplanned repair exceed the average relevant Engine Mark MRO cost as stated in the Cost Model, the Contractor shall be entitled to the difference in that cost, payable as part of the Annual Reconciliation Process (Clause 5 of Schedule 5 (Price and Payment)) by the Authority at the same time the annual KPI reconciliation payment /credit takes place as per Schedule 8 (Performance Management).

7. APPENDIX A: GENERAL SUPPORTING INFORMATION

7.1. Equipment System Boundaries

7.1.1. General

The description of the Adour system boundaries, captured in the following sub-paragraphs, fall under the responsibility of the Authority to control and maintain.

Adour Mk 151-02

In accordance with the Drawing Introduction Sheet (DIS 1022 and 1023) including appropriate modifications

Adour Mk 951-02

In accordance with the Drawing Introduction Sheet (DIS 2260 and 2217) including appropriate modifications

7.2. General Assumptions

7.2.1. Engine Out of Service Date (OSD)

See section 1.1 of this Schedule

7.2.2. Operating Locations / Bases

See section 1.1 of this Schedule

7.2.3. Engine Flying Hour (EFH) Utilisation Rate

See section 1.2 of this Schedule

8. APPENDIX B: ACTIVITY 1 SUPPORTING INFORMATION

8.1. Value Management


8.1.1.1. Gained from experience of Adour operations and emerging / ongoing issues, examples of opportunities to maximise efficiency and achieve Value for Money that may be pursued are provided in the Table below:

Opportunity Type	Affected Item / Service	Opportunity	Realised Benefit
Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Repair Development	
Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Repair Development	
Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Repair Development	
Programme	[REDACTED – Under FOIA Section 43, Commercial Interests]	Upgrade Kit Purchase	
Programme	[REDACTED – Under FOIA Section 43, Commercial Interests]	Reduce to Produce	Extraction of usable component life in lieu of scrapping
Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Repair Development	Reduced requirement on LRU Service
Programme	[REDACTED – Under FOIA Section 43, Commercial Interests]	Reduced capital costs	
Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Data exploitation to improve accuracy of Fatigue Life Consumption figures	

Technical	[REDACTED – Under FOIA Section 43, Commercial Interests]	Transfer from paper-based logbook to Electronic based	
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9. APPENDIX C: ACTIVITY 2 SUPPORTING INFORMATION

9.1. References

Document	Document Title	Embedded Document	Reason for Reference
Air Engineers Toolkit	Tool 11	Online – Authority to provide	MF765 Turn round times Release Date: 6 Feb 18
DGAPI 16	Air Environment Equipment Fault Reporting & Investigation	 DGAPI-16 Air Environment Equipr	MF760 Turn round times Release Date: 8 Oct 20

10. APPENDIX D: ACTIVITY 3 SUPPORTING INFORMATION

10.1. Assumptions

- 10.1.1.1. It is assumed that Authority owned parts will be serviceable and that if a demanded item is not serviceable, the Contractor shall initially draw additional Authority stock.
- 10.1.1.2. If it is possible to recover the unserviceable component using an existing and established repair, the Contractor shall recover the items to a serviceable state within the baseline activity.
- 10.1.1.3. If the component is considered to be Beyond Economic Repair, that item shall be presented to the Authority for disposal, in accordance with Appendix H. Additionally, any spares identified as serviceable but arriving in a different state shall be subjected to the appropriate quality occurrence reporting to help establish the reason for inaccurate details.

10.2. Authority Material Available to the Contractor

10.2.1. Mk 151 Engines

- 10.2.1.1. The engines provided in the table below are assumed to be available from the Authority to support delivery of obligations at the contract Effective Date:

Item Description	Serial Number
	[REDACTED – Under FOIA Section 43, Commercial Interests]

* The availability of these engines are subject to review and agreement of an Additional Service (should that be required) under the Adour21 contract.

10.2.2. Mk 951 Engines

- 10.2.2.1. The engines provided in the table below are assumed to be available from the Authority to support delivery of obligations at the contract Effective Date:

Item Description	Serial Number
	[REDACTED – Under FOIA Section 43, Commercial Interests]

10.3. Spares Forecasting

10.3.1. General

- 10.3.1.1. The Contractor's Gross Consumption Forecast has been abated by the quantity of Authority owned parts (as defined in MJDI data provided from Authority Spares Provisioning).
- 10.3.1.2. The spare parts available in Authority owned stores and recorded in MJDI will be available to the Contractor. The MJDI report shall be provided weekly as per Schedule 8 (Performance Management).

10.4. 'Insurance Stock'

- 10.4.1.1. Based on LFE and SQEP assessment, it is assumed that the parts listed in the Table below should be procured in 2022 and held as serviceable stock ready to be drawn upon to avoid delays relating to lead times for emergent MRO activity.

Procurement Recommendation		Module
PART NO	QTY	

[REDACTED – Under FOIA Section 43, Commercial Interests]		
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10.5. Mk 151 Forward Spares

10.5.1.1. The assumed Mk 151 ML1 (Forward) Spares forecast, to be provided to RAF Scampton/RAF Waddington, is outlined in the table below:

Part Number	Description	IIN	2022	2023	2024	2025	2026	2027	2028	2029	2030
[REDACTED – Under FOIA Section 43, Commercial Interests]											

10.6. Mk 951 Forward Spares

10.6.1.1. The assumed Mk 951 ML1 (Forward) Spares forecast, to be provided to RAF Valley, is outlined in the table below:

Part Number	Description	IIN	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
[REDACTED – Under FOIA Section 43, Commercial Interests]														

11. APPENDIX E: ACTIVITY 4 SUPPORTING INFORMATION

11.1. Mk 151 Accessory Output Schedule

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
------	------	------	------	------	------	------	------	------	------	------	------	------

[REDACTED – Under FOIA Section 43, Commercial Interests]

**LP Pump Overhaul has been excluded; 56 LP Pumps were overhauled just prior to commencement of HFESS programme.*

11.2. Mk 951 LRU / Accessory Spares

11.2.1.1. It is assumed that the Adour Mk 951 LRU / Accessory Service will need to meet the output forecast provided in the table below:

Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
------	------	------	------	------	------	------	------	------	------	------	------	------

[REDACTED – Under FOIA Section 43, Commercial Interests]

Note 1: The forecast load is based on a MTBF (constant rate) 54,11EFH (EEC) and 7,376 (FMU).

Note 2: Turn Around Time will be no greater than 9 months from presentation of the LRU to the Contractor by the Authority.

11.2.1.2. It is assumed that demands for Gas Turbine Starters (GTS) will be achieved from existing Authority owned stock.

11.2.1.3. For the purposes of this SoSR, a Module 01 is not considered as an LRU.

12. APPENDIX F: ACTIVITY 5 SUPPORTING INFORMATION

12.1. MRO Assumptions

- 12.1.1.1. It is assumed a replacement Module 9 shall be fitted to all Mk 951 engines returned for repair. It is assumed that Module 1 shall be issued with a remaining life of 2000EFH.
- 12.1.1.2. It is assumed that the Adour Mk 151 and Mk 951 MRO Service will need to meet the output forecast provided in the tables below.
- 12.1.1.3. It is anticipated that there will be a requirement for 10-off additional M09 (original standard) prior to the availability of the new design M09.
- 12.1.1.4. It is assumed that repairs occur at ~2200EFH, but the Authority accepts that it will continue to operate the M09 at the original standard beyond July 2027.
- 12.1.1.5. It is assumed that Acc Packs from Red donor engines shall be serviceable; any unserviceability shall be dealt with via the Clock-stop mechanism described in Schedule 8 (Performance Management).
- 12.1.1.6. It is assumed that the Acc Pack Swap workscope does not include Engine Test requirement. Should an Engine Test be necessary, it shall be treated as an Additional Service as per Schedule 11.
- 12.1.1.7. For Mk951 M01 repair the following assumptions are in place:
- 100% of Stage 1 and Stage 2 blades are assumed to be replaced,
 - 50% of repaired M01 shall receive new LPC drums. Should the LPC Drum consumption be greater than 50%, the Authority will be required to fund additional LPC Drums. Should the LPC Drum consumption be less than 50%, the Authority will be provided with a credit to net against a future invoice. The cost deviation from the baseline contract assumption shall be calculated once all sub-contractor costs have been received.
 - 0% of Spinners (0260247750) and 0% of M01 Cases (0260288310) are assumed to be replaced;
- 12.1.1.8. For Mk951 Repair (Unplanned), the workscope in the baseline contract is limited to the strip of the engine and repair of a single module. The baseline contract includes the cost of the strip and build. Parts consumption for this work is priced under the Cost Model heading of Insurance Spares.
- 12.1.1.9. Where a Mk151 or Mk951 engine is inducted and there is no suitable spare M01 to be fitted, the engine shall be returned with its original M01, unless the Authority confirms that the clock stops on the gross TRT for that engine until an M01 is available from the M01 repair process.
- 12.1.1.10. The Contractor shall not supply the following items, on the assumption that the Authority Stock (liberated from RTP activity, existing stock and repair) will be sufficient to prevent the need for procurement of additional new items:

Part Number	Description
[REDACTED – Under FOIA Section 43, Commercial Interests]	

12.2. Mk151 MRO Plan

- 12.2.1.1. Unless otherwise stated, each line in the table relates to the 2000-2200EFH Repair Schedule.

Year		22	23	24	25	26	27	28	29	30	31	32	33
[REDACTED – Under FOIA Section 43, Commercial Interests]													

Table 1 - Mk 151 MRO

12.3. Mk951 MRO Plan

12.3.1.1. Unless otherwise stated, each line in the table relates to the 2000-2200EFH Repair Schedule.

Year	22	23	24	25	26	27	28	29	30	31	32	33
[REDACTED – Under FOIA Section 43, Commercial Interests]												

Table 2 - Mk 951 MRO

* New M01s procured in the Adour21 contract will not require repair in the HFESS period (35 fleet M01, 10 completed in Adour21: 25 remain)

** 2 off Spare M01 have been incorporated into the programme in 2027 & 2028

12.4. Mk151 RAFAT LCU/hr

12.4.1.1. The following average LCU/hr rate has been used in developing arising assumptions for the Mk151 fleet for use by RAFAT. The Contractor reserves the right to revise the Mk151 Target Cost should the actual LCU/hr rate by the Mk151 fleet differ significantly from the rate below.

Component	Guidance LCU/hr
[REDACTED – Under FOIA Section 43, Commercial Interests]	

13. APPENDIX G: RUBBER ITEMS – QUALITY STANDARD

13.1.1.1. The approved Quality Standard for Rubber Manufactured items are:

- a. BS3F 68: Controlled storage of vulcanised rubbers for use in aerospace applications.
- b. BS3F 69: Packaging and identification of vulcanised rubber items.

13.1.1.2. Note: Although these standards are produced for the British Aerospace industry, they are accepted also as the standards for the Authority.

14. APPENDIX H: MATERIAL REVIEW BOARD

14.1. Procedure

14.1.1. Intent

14.1.1.1. It is the intention of the Parties to conserve valuable unserviceable resources for which appropriate repair schemes may be developed later, or life expired parts where lives may be extended in the future. The procedure is to be used for Articles where the evaluation cost will be recovered by repair being adopted as a policy as opposed to buying new. The exception to this rule being items in a shortage situation where alternative new buy arrangements will not overcome the supply difficulty to the timescale required.

14.1.1.2. At the inspection stage of the repair and overhaul operation some components will be classified as unserviceable - either because they have defects outside current repair limits, or because they are Group A parts which are life expired.

14.2. Scrap Asset Management

The Authority shall provide appropriate transportation and storage containers for all assets in the Scrap Abeyance pool within 4 weeks of sentence. Where no transportation and storage containers are available the Authority shall agree to immediate scrap of items.

14.3. MRB Store

14.3.1.1. The MRB Store shall be maintained by the Contractor in accordance with Contractor processes that shall encompass tasks as detailed below:

14.3.1.2. Maintain a register of all components received, detailing their condition and actions taken since receipt.

14.3.1.3. Keep a detailed record of all recoveries made.

14.3.1.4. Monitor repair needs and identify requirements for the development of new repair schemes.

14.3.1.5. Monitor lifing hours if requested by the Authority.

14.3.1.6. Produce a periodic return as required by the Authority, listing all holdings, date received into Store and reason still held, inputs and outputs during the period and detailing all 'Part Life' components held. The return is to be forwarded to the Authority's Project Manager.

14.3.1.7. Record and arrange for the disposal of all scrap component classified Beyond Economical Repair authorised by the Authority. The Authority will provide concurrence with scrap recommendations within 1 month; else the item will be returned to the Authority.

14.3.1.8. Maintain a list of components which are recommended to be sentenced to Scrap Abeyance. A copy of the list and each revision is to be passed to the Authority.

15. APPENDIX I - LRU REPAIR PROCESS

The LRU Repair process shall be written once the first requirement is fulfilled in order to capture pertinent points from both Parties

16. APPENDIX J – MRO PROCESS

- 16.1.1.1. The intent of the MRO Process is to clarify responsibilities and handover points during the MRO process for both Parties.
- 16.1.1.2. The MRO Process shall utilise the principle of the Rolling 12 month forecast for engine inductions and outputs, to be held in MS Excel format and reviewed at the AMM by the Contractor and the Authority Programme Teams.

16.1.1.3. MRO Timescales for average Mk151 and Mk951 worksopes

Activity	Mk151 - Standard Worksopce		MK151 - Acc Pack Swap		Mk951 - 2000hr		Mk951 - M01 TRT	
	Duration	T0+	Duration	T0+	Duration	T0+	Duration	T0+
The Authority provide data that describes the engine at time of rejection (e.g. Log Book Info, Rejection Reason, Debris History)	0	0	0	0	0	0	0	0
Contractor produce Engine Return To Industry Form (collated summary of rejection)	2	2	2	2	2	2	2	2
Contractor produce the Maintenance Definition Instruction (formerly TRC0)	3	5	3	5	3	5	1	3
TRC1 - Induction Planning Meeting	2	7	2	7	2	7	1	4
Engine Induction to DAOF	1	8	4	11	1	8	0	4
Induct, Strip, Sentence - TRC2	4	12	2	13	1	9	0	4
Kit, Build, Test, Dispatch	8	20	2	15	1	10	13	17
Transport to MOB	1	21	1	16	1	11	2	19
Total TRT (GROSS TRT)		21		16		11		19
"Time in DAOF" TRT (TOUCH TRT)		14		9		4		15

The Authority provide data that describes the engine at time of rejection (e.g. Log Book Info, Rejection Reason, Debris History)

Contractor Produce Engine Return To Industry Form (collated summary of rejection)

Contractor task to SAFRAN

Transport to SAFRAN

Module MRO

Transport to MOB

SCHEDULE 04
CHANGE INCLUDING MAJOR CHANGE

PART 1 – CHANGES PROPOSED BY THE AUTHORITY

1 Right to propose a Change

- 1.1 The Authority shall be entitled to request a Change in accordance with this Part 1 of Schedule 4.

2 Authority Change Request

- 2.1 If the Authority wishes to request a Change, it shall serve on the Contractor a written notice (an “**Authority Change Request**”) setting out:

- (a) the Authority’s reasons for proposing the Change;
- (b) sufficient details of the proposed Change including a definition of the work scope change to enable the Contractor to calculate a revised Contract price where required and to provide a written response to the Authority Change Request (a “**Contractor Response**”) in accordance with paragraph 3.1;
- (c) the date by which the Authority wishes to receive the Contractor Response, including but not limited to any dates by which a decision or response is critical; and
- (d) the date by which the Authority requires the Change to be implemented.

- 2.3 The Authority Change Request shall be in the form set out at Stage 1 of Annex A to this Schedule 4.

Receipt of an Authority Change Request

- 2.4 Within 10 Business Days (or such other time period as is agreed between the Parties) after receipt by the Contractor of the Authority Change Request the Parties shall meet to agree (acting reasonably) the date by which the Contractor Response shall be submitted, and the amount to be paid by the Authority to the Contractor in respect of the costs (with profit) which the Contractor will incur in the generation of the Contractor Response.
- 2.5 If the Authority then wishes to proceed, the Authority shall authorise the preparation of the Contractor Response by approval of the proforma at Stage 2 of Annex A to this Schedule 4. If the Authority decides not to proceed with the production of a Contractor Response, the Authority will reimburse the Contractor for any costs (with profit) which the Contractor has incurred in responding to the Authority Change Request.

3 Contractor Response

- 3.1 The Contractor shall prepare and issue to the Authority, by the date mutually agreed between the Parties, a Contractor Response in the form set out at Stage 2 of Annex A to this Schedule 4, which shall include the following details:
- (a) sufficient details of the proposed Change (including an estimate of the costs or savings of implementing the proposed Change and the effect of the proposed Change on the Contract Price) to enable the Authority to evaluate such proposed Change;
 - (b) any amendment to the Contract which would be required to effect the proposed Change;
 - (c) the impact of the proposed Change on the provision of the Contractor Deliverables and/or Authority Obligations;
 - (d) any impact on the GFA (where relevant)
 - (e) any deviation from the principles in Schedule 5 (*Price and Payment*);
 - (f) confirmation that:
 - (i) the Contractor Response has been prepared in accordance with the principles of the relevant DEFCONs set out in Part A of Schedule 0 (*DEFCONs*) of the Contract;
 - (ii) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by the Contractor, on which any proposed adjustment to the Contract Price is based; and
 - (iii) in estimating the costs on which any proposed adjustment to the Contract Price are based, it has:
 - (A) observed the cost accounting practices set out in the latest agreed versions of the Questionnaire as to the Method of Allocation of Costs ("**QMAC**"), if such QMAC has been agreed between the Authority and the Contractor; and/or
 - (B) complied with accountancy and financial accounting practice;
 - (g) the proposed timescale for implementation of the proposed Change (having regard to the information provided by the Authority in the Authority Change Request) and the steps and measures (in as much detail as practicable in the circumstances) that the Contractor intends to take in order to implement the proposed Change, including:
 - (i) the details of any date or dates by which any decision by the Authority is critically required;
 - (ii) an outline of the obligations to be undertaken by the Contractor in order to implement the proposed Change;
 - (iii) the programme for implementing the proposed Change (including dates);

- (iv) whether the proposed Change will require a construction and/or implementation phase prior to coming into effect;
- (v) the commencement date of the proposed Change and, where relevant, estimated date of completion; and
- (vi) any proposed date by which the Contractor believes the proposed Change needs to be agreed, taking into account the length of time required to obtain any required consents.

4 Agreeing or Determining the Authority Change Request

- 4.1 Within 10 (ten) Business Days (or such other time period as is agreed between the Parties) after receipt by the Authority of the Contractor Response, the Parties shall meet to discuss, further develop and attempt to agree and finalise the terms of the Contractor Response (including pricing and payment).
- 4.2 As a result of the discussions held pursuant to paragraph 4.1, the Authority may revise or withdraw the Authority Change Request and following the receipt of any revised Authority Change Request, the Contractor shall, as soon as reasonably practicable, notify the Authority of any consequential revisions to the Contractor Response.
- 4.3 Subject to the Parties agreeing any amendments to the Contractor Response consequent upon any revision made by the Authority to the Authority Change Request, the Contractor shall within 10 (ten) Business Days (or such other time period as is agreed between the Parties), issue to the Authority the Contractor Response in final form together with a signed Authorisation in the form set out at Stage 3 of Annex A to this Schedule 4 (a "**Contract Change Authorisation**"). This shall constitute the Contractor's offer.

5 Proceeding with the Change

- 5.1 Within 15 (fifteen) Business Days of receipt of the final Contract Response and the accompanying Contract Change Authorisation, the Authority shall:
 - (a) countersign the Contract Change Authorisation and return it to the Contractor, which shall be deemed to be authorisation for the Contractor to implement the proposed Change in accordance with the Contractor Response; or
 - (b) notify the Contractor that it is withdrawing the Authority Change Request and will reimburse the Contractor for the Contractor's costs (with profit) incurred in compiling the Contractor Response.
- 5.2 Upon receipt of a Contract Change Authorisation countersigned by the Authority, the Contractor shall implement the relevant Change in accordance with Contractor Response which was submitted to the Authority with the Contract Change Authorisation.

PART 2 – CHANGES PROPOSED BY THE CONTRACTOR**6 Right to Propose Change**

- 6.1 The Contractor shall be entitled to request a Change in accordance with this Part 2 of Schedule 4.

7 Advance Notification

- 7.1 Not less than 15 (fifteen) Business Days prior to serving a Contractor Change Request (as defined below), the Contractor shall serve on the Authority a written notice (an “**Advance Notification**”) notifying the Authority of its intention to serve a Contractor Change Request. The Advance Notification shall set out:
- (a) the Contractor’s reasons for contemplating the Change which will be the subject of the Contractor Change Request;
 - (b) sufficient details of such Change to enable the Authority to understand the reasons why the Contractor is contemplating that Change; and
 - (c) the time period in which the Contractor estimates that such Change, if approved, would be affected.
- 7.2 The Advance Notification shall be in the form set out at Stage 1 of Annex A to this Schedule 4.
- 7.3 The Authority shall consider the Advance Notification and, within ten (10) Business Days of receipt of the Advance Notification, the Parties shall discuss the Change which is being contemplated.
- 7.4 On the basis of the consultation pursuant to paragraph 7.3, the Contractor shall decide whether to issue a Contractor Change Request in respect of the relevant Change.

8 Contractor Change Request

- 8.1 If, following the discussion referred to within paragraph 7.3 above, the Contractor wishes to request a Change, it shall issue to the Authority a Contractor Change Request in the form set out at Stage 2 of Annex A of this Schedule 4, which shall set out:
- (a) the Contractor’s reasons for requesting the proposed Change; and
 - (b) all supporting information which the Contractor is required to provide in a Contractor Response pursuant to paragraph 3.1.

9 Agreeing or Determining the Contractor Change Request

- 9.1 As soon as reasonably practicable after the Authority receives the Contractor Change Request, but no later than 10 (ten) Business Days, the Parties shall meet to discuss, further develop and finalise the terms of the Contractor Change Request.

9.2 As a result of the discussions held pursuant to paragraph 9.1, the Contractor may revise or withdraw the Contractor Change Request and shall notify the Authority as soon as reasonably practicable of any such revisions.

9.3 Subject to the Parties reaching agreement as to all of the matters included in the Contractor Change Request (as revised if appropriate), the Contractor shall issue to the Authority the Contractor Change Request in final form together with a signed Contract Change Authorisation in respect of the proposed Change. This shall constitute the Contractor's offer.

10 Proceeding with the Change

10.1 Within 15 (fifteen) Business days of receipt of the Contractor Change Request and accompanying Contract Change Authorisation, the Authority shall:

- (a) countersign the Contract Change Authorisation and return it to the Contractor, which shall be deemed to be authorisation for the Contractor to implement the proposed Change in accordance with the Contractor Change Request; or
- (b) notify the Contractor that it is rejecting the Contractor Change Request and the Contractor is not authorised to implement the proposed Change.

10.2 Upon receipt of a Contract Change Authorisation countersigned by the Authority, the Contractor shall implement the relevant Change in accordance with the Contractor Change Request which was submitted to the Authority with the Contract Change Authorisation.

PART 3 – MISCELLANEOUS

11 Miscellaneous

11.1 Any change authorised by each of the Parties in accordance with this Schedule 4 shall be incorporated into the Contract by formal contract amendment in accordance with DEFCON 503 (*Amendments to Contract*).

11.2 The Contractor shall not be entitled to any payment or compensation for or in respect of a Change save as provided in accordance with this Schedule 4.

11.2 If it is necessary to obtain or amend any Necessary Consent in respect of any Change then the Contractor shall use all reasonable endeavours to obtain and, where the co-operation and involvement of both parties is required, the Authority shall use all reasonable endeavours to assist and co-operate in obtaining, such Necessary Consent.

12 Assumption Change

12.1 The following are acceptable reasons for either Party to submit a request for Change as per the process outlined in Part 1 and Part 2 of this Schedule 4.

- Changes to DEFCONs as listed in Schedule 0 (Terms and Conditions);
- Changes to the agreed SoSR outlined in Schedule 3 (Service Specification (SoSR));

- Changes to the Authority's Baseline Assumptions outlined in the MDAL and referenced within Schedule 6 (Contract Pricing Statement, Cost Model and Baseline Assumptions);
- Changes to the Contractors Baseline Assumptions as detailed in the Cost Model contained within Schedule 6 (Contract Pricing Statement, Cost Model and Baseline Assumptions)
- Changes to RAs as listed in Schedule 10 (Compliance, Quality Safety and Modifications);
- Changes to AQAPs as listed in Schedule 10 (Compliance, Quality, Safety and Modifications);
- Changes to MAOS/DAOS exposition as listed in Schedule 10 (Compliance, Quality, Safety and Modifications) where, as a result of the regulation change, there is a required change to the Contractor's way of working;
- Changes to DefStans as listed in Schedule 10 (compliance, Quality, Safety and Modifications);
- Or any other reason as mutually agreed by both Parties as constituting a Change.

12.2 Should any of the changes to the assumptions necessitate a change to the Target Cost/Target Price, the Contractor shall provide the costing details to be agreed as part of the change by both Parties.

13 Major Change

13.1 Major change shall have the definition given in Clause 47 (Major Change) in Schedule 0 (Terms and Conditions).

13.2 This Schedule 4 shall be populated in accordance with Clause 47 (Major Change) to include the following:

13.2.1 The Major Change Response Plan which shall include but not be limited to:

- Response Plan Owner for each Party;
- The SPOC for each Party;
- The date of the event and the subsequent flow down dates for the resolution actions i.e. the initial meeting date 7 Business Days following the event, the completion date of the Major Change Response Plan 28 Business days, the monthly meeting dates etc.;
- The action points for each Party and responsible owners, which shall be kept updated at the monthly meetings and each revision appended to the Annex;
- The planned outcome and approvals process within each organisation;
- A close down report following resolution of the incident.

13.2.2 The Cost Plan which shall include but not be limited to:

- The impact on cost of the decisions made in the Major Change Response Plan;
- Should the Target Cost be amended documented referral to the Executive Committee and resulting actions;
- Should there be more than one Major Change event the Cost Plan shall be appended to the relevant Major Change Plan and be

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annotated accordingly. The plans shall be numbered consecutively and titled with the name of the event.

ANNEX A**Stage 1 – Authority Change Request / Advance Notification**

<p>1. Description of Change (in sufficient detail to enable the Contractor to provide a Contractor Response to the proposed Change or for the Authority to understand the reasons for the Change being contemplated (as appropriate) and GFA implications if relevant):</p>
<p>2. Reason for Change</p>
<p>3. Time period in which the Change should be affected (including any dates by which a decision or response is critical)</p>
<p>4. Reference of Supporting Documents</p>
<p>5. Originator</p>
<p>Signed:</p> <p>Appointment:</p> <p>Date:</p>

Stage 2 – Contractor Response / Contractor Change Request

(use additional sheets as necessary)

<p>1. Details of the Change (in sufficient detail to enable the Authority to evaluate the proposed Change and, if relevant, the GFA implications):</p>
<p>2. Effect on the provision of the Contractor Deliverables:</p>
<p>3. Proposed timetable for implementation including the information required by paragraph 3.1(g):</p>
<p>4. Support Requirements:</p>
<p>5. Effect on Contract Price (exclusive of Value Added Tax):</p>
<p>6. Proposed payment profile or effect on the Payment Plan:</p>
<p>7. Any deviation from the principles in Schedule 5 (<i>Price and Payment</i>):</p>

8. Any amendment to the Contract required to effect the Change:

9. Other relevant information:

10. Date until which the offer is valid:

11. Contractor's Certificate:

We confirm that:

- (1) this [Contractor Response / Contractor Change Proposal] has been drawn up in accordance with:
 - (i) the principles of Schedule 5 (*Price and Payment*) (or that any deviations have been set out in section 7 of this [Contractor Response / Contractor Change Proposal]; and
 - (ii) the principles of the relevant DEFCONs set out in Part A of Schedule 0 (*DEFCONs*) of the Contract;
- (2) there has been no material omission or inaccuracy in the facts and pricing assumptions provided by the Contractor, on which any proposed adjustment to the Contract Price or other proposed payments are based; and
- (3) in calculating the costs on which any proposed adjustment to the Contract Price is based, it has:
 - (i) observed the cost accounting practices set out in the latest agreed versions of the QMAC, if such QMAC has been agreed between the Authority and the Contractor; and/or
 - (ii) complied with best accountancy and financial accounting practice.

Signed:

Appointment:

Date:

Stage 3 – Contract Change Authorisation

Authority To Proceed With Work in accordance with the accompanying Contractor Response / Contractor Change Request (as appropriate).	
Signed (Contractor):	Signed (Authority):
Commercial: 	Commercial:
Programme Manager: 	Programme Manager:
Date: 	Date:
Requisition/RCA Action Ref No:	
Requisition/RCA:	

SCHEDULE 05

PRICE AND PAYMENT – [REDACTED – Under FOIA Section 43, Commercial Interests]

SCHEDULE 06

CONTRACT PRICING STATEMENT, COST MODEL AND BASELINE ASSUMPTIONS

1.1 1. Contract Pricing Statement

1.1 To be submitted as part of the Contract Initiation Report (CIR) via DEFCARS2 by the Contractor in accordance with the SSCR 2014.

2. Pricing Assumptions

2.1 Cost Model Version HFECS-Customer MODEL 21-03-22 Price Submission 5.xlsx, containing the Contractor's assumptions is appended as a separate EXCEL file held within Schedule 6, Appendix 1 **[REDACTED – Under FOIA Section 43, Commercial Interests]** and is the version that is applicable at the Commencement Date of this Contract.

1.2

1.3 3. General Assumptions

3.1 The assumptions for this Contract are held in Schedule 3 (SoSR).

SCHEDULE 07

GOVERNANCE AND REPORTING

This version one is accepted as draft at the date of Contract signing and the final version will be agreed by 01/06/2022

1. The Parties shall establish a formal meeting structure for the purposes of:

1.1 Ensuring the sustained delivery of the object of the Contract and provide a directive where needed in response to emerging support issues and/or improvement opportunities relating to Contractor performance.

1.2 Managing those processes and procedures integral to delivering the object of the Contract.

1.3 Managing any risks and issues that arise during the delivery of the Contract.

1.4 Monitoring performance against the criteria as has been laid down under the terms of the Contract.

1.5 Provide the Authority with visibility of the activities being conducted by the Contractor under the terms of the Contract.

2 Meeting Format

2.1 The meetings shall include formal and informal meetings that may be internal to the Contractor's Organisation, the Authority's Organisation, between Contractor and vendor or between the Authority and the Contractor, together with other organisations and industrial groupings as judged appropriate and agreed by the Parties.

2.2 Meetings between the Authority and the Contractor shall include those listed below and shall be bound by the Terms of Reference (TOR) contained herein.

2.3 The secretary or their nominated representative should organise the meeting, giving reasonable notice to attendees; and

2.4 The secretary or their nominated representative should collate all information required for discussion and/or presentation at the meeting.

2.5 Each of the parties shall ensure appropriate representation is present at the meetings.

2.6 Meetings and agendas may be amended with agreement from both Parties.

3 Agenda

3.1 The secretary to the meeting is responsible for writing and issuing the agenda who will agree with the chairman who will be at the meeting and the topics to be discussed.

3.2 The agenda's subject heading states the general purpose of the meeting, together with the location, room, time and date.

3.3 When the meeting is one of a regular series, the first 2 items should be 'Minutes of last meeting' and 'Matters arising from last meeting'. The last 2 items are often 'Any other business' and 'Arrangements for next meeting'

4 Minutes

- 4.1. The secretary to the meeting is responsible for writing and issuing the minutes of a meeting as a record of the business at a meeting. The minutes summarize the decisions and specify who will take the action. If necessary the meeting ToRs shall define the requirements to capture any discussion. Once the minutes have been approved by the chairman they should be distributed without delay.

5. Ad-Hoc Meetings

- 5.1. Ad-hoc meetings shall be convened as deemed appropriate by the Parties.
- 5.2. Each ad-hoc meeting shall be subordinate to the appropriate formal meeting which directed them to convene or as may otherwise be agreed between the Parties.
- 5.3. TORs for ad-hoc meetings shall be as directed by the appropriate formal meeting or as may otherwise be agreed between the Parties.

6 Dispute Resolution

1

6.1 Either Party may refer any dispute relating to the contract by notice in writing to the other Party and this will trigger the timescales in 6.3.

6.2 The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the contract through the use of the Dispute Resolution Procedure set out in paragraph 6.3

6.3:

Month 1 - if any contracted activity under dispute has not been resolved then a plan to resolution must be agreed by the end of month one
Month 2 - if the same activity under dispute is showing non-adherence to the agreed plan by the end of month two then this will be escalated to Hawk Delivery Team Leader and Hawk Programme Executive
Month 3 - - if the same activity under dispute is showing non-adherence to the agreed plan by the end of month two then this will be escalated to UKMFTS Head and Hawk Programme Director
Month 4 - the dispute resolution process in DEFCON 530 should prevail. However, failure to agree an outcome may result in the provisions as set out in Clause 51 (Termination) may apply

2

6.4 Either party may, be reasonable notice in writing to the other, nominate any other person or persons to be the senior representative of that Party in place of any person or persons currently acting as its senior representative.

7 Points of contact

7.1 The Authority's Programme Manager or their authorised deputy, shall act as principal point of contact with the Contractor and act as the focal point within the Authority's organisation for all matters concerning the performance of the Contract.

7.2 The Contractor's Programme Managers or their authorised deputy, shall act as principle point of contact with the Authority and act as the focal point within the Contractor's organisation for all matters concerning the performance of the Contract.

3

8 Governance Structure

The diagram below details the hierarchy of the reporting structure within the contract.

9 Contract Meetings

1.1. Contract meetings:

Meeting Title	Adour Monthly Meeting (AMM)
Purpose:	Joint Working-Level Review of current technical issues
Agenda:	<ul style="list-style-type: none"> • Review of actions from previous meeting • Review of current technical issues • Review of performance against KPIs and PIs from previous Calendar Month • Review of Red Tops with UK MOD read across • Additional Services Task Status • Fault Investigation Performance • Technical Publication Review • 12 month rolling Forecast • Risk Summary
Frequency:	Monthly with the exception that the AMM will not occur on the months when the 6 monthly Programme and Business Review occurs
Output:	Summary of monthly contract performance and identification of future issues.
Venue:	Rolls-Royce Filton
Organiser:	Contractor
Chairman:	Adour Programme Manager or authorised representative
Secretary:	Contractor
Attendees:	For the Authority: Adour PM/EA, Technical support, Commercial representation For the contractor: Service Engineering representation, Commercial representation

Meeting Title	Adour Mk151 and Mk 951 Propulsion Integrity Working Group
Purpose:	To review the integrity of the Adour Engine propulsion system

Agenda:	<ul style="list-style-type: none"> • Strategic Overview • Establishing Propulsion Integrity (PI) – Review of Propulsion Integrity Strategy Document (PISD) and Propulsion System Integrity Management Plan (PSIMP) • Sustaining PI- Review Life Management plan (LMP) • Validating PI – Review of EUMS/SOIU/Sampling/Maintenance Schedule • Recovering PI – Review of SI(T)s and Modification • Expoliriting pl – Preview of Life Extension Programme and exploitation of OLM/EUMS and HUMS Data • Review of PI Hazard/Risk Register Entries • Airworthiness Scorecard/ changes and Amendments to RA's • Upward Reporting
Frequency:	Six-monthly
Output:	Minutes, Actions and Propulsion Systems Integrity Plan
Venue:	RR Bristol
Organiser:	Authority
Chairman	Hawk TAA
Secretary:	Contractor
Attendees:	For the Authority: Adour PM/EA/EA1/RPO, Hawk TAA For the Contractor: Chief Service Engineer and/or Chief Project Engineer and/or Chief Design Engineer

Meeting Title	Local Technical Committee (LTC) – Air System
Purpose:	To provide formal governance and oversight of the safety of the platform
Agenda:	<ul style="list-style-type: none"> • Engine Modification Priority List • Aircraft Modifications affecting the Engine • Technical Publications Review • Technical Review • Red Top Review • Safety incidents/ Investigations • Significant Safety Issues • Life Management Plan/LSC update
Frequency:	Six monthly (or as required by the TAA)
Output:	Minutes and Actions
Venue:	DE&S Offices, Bristol
Chair:	UKMFTS Hawk Chief Engineer (TAA) or nominated deputy
Secretary	Authority
Attendees:	For the Authority: For the Contractor: Chief Service Engineer and/or Chief Project Engineer, Design Engineer and/or Chief Design Engineer, Fleet Manager, supply Chain Co-ordinator, R&O Engineering Manager

Meeting Title	Adour Programme Risk and Opportunity Review – Adour Mk151 and Adour Mk951
Purpose:	Review of current Adour Issues and Performance
Agenda:	<ul style="list-style-type: none"> • Review of actions from previous meeting • Review of Risk Register • New risks identified and sentenced • Opportunities for improvement
Frequency:	6 monthly
Output:	Manage risk
Venue:	Rolls=Royce Filton
Organiser:	Contractor
Chair:	Authority
Secretary	Contractor
Attendees:	For the Authority: Adour PM, Commercial, Risk Manager For the Contractor: PM, PL, FM, RR Commercial

Meeting Title	Adour Programme & Business Review
Purpose:	Review of current Adour issues and performance
Agenda:	<ul style="list-style-type: none"> • Review of actions from previous meeting • Hawk strategic overview (including future flying hour projections) • Review of current programme issues • Review of previous 6 months performance • Opportunities for Improvement • Contract change • Programme risks • Commercial issues • Customer satisfaction • Annually at the end of each Contract Year: • Review of Engine Flying Hours • Deductions and Performance Incentives •
Frequency:	6 monthly
Output:	Business Continuity
Venue:	Rolls-Royce Filton
Organiser:	Contractor
Chair:	Hawk Delivery Team Leader and Adour Programme Executive
Secretary	Contractor
Attendees:	For the Authority: Adour PM, Hawk TAA, Commercial For the Contractor: PM, PL, FM, RR Commercial

Meeting Title	Adour Annual Contract Review Programme – Adour Mk151 and Adour Mk951
Purpose:	Formal annual contract review
Agenda:	<ul style="list-style-type: none"> • Reconciliation of KPI
Frequency:	Annually (May)
Output:	Contract reconciliation agreed for the previous Contract Year

Venue:	Rolls-Royce Filton
Organiser:	Contractor
Chair:	UKMFTS Hawk Adour PL
Secretary	Contractor
Attendees:	For the Authority: Adour PM, Commercial For the Contractor: Adour PM, commercial

Meeting Title	Quality Liaison Meeting (QLM)
Purpose:	Review of contract Quality Performance prior to the international quality assurance group meeting
Agenda:	Quality plan compliance
Frequency:	As required (approx. 10 working days prior to international meeting) currently 4 monthly
Inputs:	<ul style="list-style-type: none"> • Supplier Rating/associated risk • Audits: Planned & Completed Audits (1st, 2nd & 3rd Party) • Non-Conformance Reports (NCR) • Concessions / Waivers • Quality Notifications (QN) / STO's • In Service Issues • DQAFF Findings / QDT's • Trend Analysis • Customer Satisfaction Report
Output:	Minutes, Presentation Pack and Actions
Venue:	Rolls Royce Filton
Organiser:	
Chair:	Hawk QA
Secretary	Contractor
Attendees:	For the Authority: Hawk Project QA staff, Resident Adour NQAR, Adour EA Mil Cam – desirable Hawk Adour PL For the Contractor: Adour Quality Manager Project Lead

Meeting Title	Additional Services Meeting
Purpose:	Review of Additional Services
Agenda:	<ul style="list-style-type: none"> • Review of Additional Services at all stages • Adherence to schedule • Identification of risk to delivery
Frequency:	Monthly
Output:	
Venue:	Rolls-Royce Filton/MS Teams
Organiser:	Contractor
Chair:	Authority
Secretary	Contractor
Attendees:	For the Authority: Adour PM, Commercial, Risk Manager For the Contractor: PM, PL, FM, RR Commercial

Meeting Title	FORM – Mk 151 & Mk951
Purpose:	Review of Maintenance Activity
Agenda:	Review of Engine MRO Review of LRU Update on F760 Engine Rejection Forecast
Frequency:	Weekly
Output:	Updated plans
Venue:	RR Filton/ Online
Organiser:	Adour Programme Lead
Chair:	
Secretary	RR
Attendees:	Authority: Adour Ops Managers; Adour EA; Adour Inv Mgr; RR: Programme Lead, Project Manager; MRO Mgr; FSR;

Meeting Title	Supply Chain Performance Review
Purpose:	Review of current Supply Chain Issues and Performance
Agenda:	<ul style="list-style-type: none"> • Forward Spares Delivery Schedule (Including Proposed Amendments and PI Assessment) • Spare Part Price Catalogue (SPPC) Proposed Additions • Additional Services (Progress of Spares Purchases and Repairs) • Progression of Inventory Optimisation and Disposals Planning • Assets in Industry (GFE) Reporting Issues (DEFCON 694) • GFA Failures / Proposed Amendments to Schedule 14 • Codification of Forward Spares (New and Outstanding Requirements) • Disposal • AOB
Frequency:	Monthly
Output:	Record of Supply Chain Performance and Identification of Future Issues and Risk
Venue:	Remote (Option for F2F Periodically)
Organiser:	Hawk Adour Inventory Manager
Chair:	Hawk SCM
Secretary	Hawk Adour Inventory Manager
Attendees:	Hawk DT SCM, Hawk DT Inventory Manager, Contractor Adour SC Lead, Hawk DT TTLS Representative, Hawk DT and Contractor Ops Manager (As Required), Hawk DT GFX Manager (As Required)

Meeting Title	DDR/TQ Review
Purpose:	Joint Working-Level Review of DDR/TQ
Agenda:	<ul style="list-style-type: none"> • Review of actions from previous meeting

	<ul style="list-style-type: none"> • Review of DDR/TQ raised in quarter • Review of DDR/TQ outstanding from previous quarter • Impact to output • Identification of trends • Continuous Improvement activity • Review of the DDR Process • Risk Summary
Frequency:	Quarterly
Output:	Identification of trends and areas of business to focus improvement activity
Venue:	Rolls-Royce Filton
Organiser:	Contractor
Chairman:	Adour Programme Manager or authorised representative
Secretary:	Contractor
Attendees:	<p>For the Authority: Adour PM/EA, Technical support, Commercial representation</p> <p>For the contractor: Service Engineering representation, Commercial representation</p>

OFFICIAL SENSITIVE COMMERCIAL

SCHEDULE 08

PERFORMANCE MANAGEMENT

[REDACTED – Under FOIA Section 43, Commercial Interests]

SCHEDULE 09

TRANSFER REGULATIONS (TUPE)

STAFF TRANSFER ARRANGEMENTS ON EXIT

Definitions

In this Schedule 9, 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.

Without prejudice to Schedule 1 (Definitions) of the Contract 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;

"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;

"Relevant Transfer" means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Transfer Date" means the date on which the transfer of a Transferring Employee takes place under the Transfer Regulations;

"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 .

EMPLOYMENT

Information on Re-tender, Partial Termination, Termination or Expiry

No earlier than one year preceding the termination, partial termination or Expiry of this Contract or a potential 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 use reasonable endeavours to procure that any Employing Sub-Contractor shall):

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;

supply to the Authority such full and accurate and up-to-date information as may be reasonably requested by the Authority including the information listed in Appendix 1 to this Schedule 9 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 Relevant Transfer;

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;

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;

inform the Authority of any changes to the information provided under paragraph 0 or 2.1.1(b) up to the Transfer Date as soon as reasonably practicable.

Three months preceding the termination, partial termination or expiry of this Contract and on receipt of a written request from the Authority the Contractor shall:

ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule 9 (Personnel Information) relating to the Transferring Employees is provided to the Authority and/or any New Provider;

inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Transfer Date as soon as reasonably practicable;

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.

No later than 28 days prior to the Transfer Date the Contractor shall provide the Authority and/or any New Provider with a final list of the Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule 9 (Personnel Information) relating to the Transferring Employees. The Contractor shall inform the Authority and/or New Provider of any changes to this list or information up to the Transfer Date.

Within 14 days following the relevant 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 Transferring Employees.

Paragraphs 0 and 0 of this Schedule 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 use reasonable endeavours to procure that its Employing Sub-Contractors use their best 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 0 and 0. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall use reasonable endeavours to procure that its Employing Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority

to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that 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 Transfer Date.

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 use reasonable endeavours to procure that an Employing Sub-Contractor shall not:

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

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

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

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 0, 0, 2.1.3, 2.1.4 or 0 of this Schedule 9.*

*For the purposes of this Contract, the Contractor will accept the Authority's position. This shall not set a precedent for any future Contracts between the Contractor and the Authority.

If the Authority submits an indemnity claim to the Contractor pursuant to the indemnity at paragraph 2.1.6 above, the Authority may reasonably provide to the Contractor such further information as the Contractor may reasonably require in order to verify such a claim. Where the Authority fails to do so, the dispute resolution process detailed in Schedule 7 (Governance and Reporting) of this Contract shall apply.

Obligations in Respect of Transferring Employees

To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, the Contractor shall and shall use reasonable endeavours to procure any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:

before and in relation to the Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Transferring Employees to the Authority and/or a New Provider; and

comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

Unexpected Transferring Employees

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 Transferring Employees provided under paragraph 2.1.3 (an "Unexpected 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 Employing 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 Working Days after receiving notification of the Unexpected Transferring Employee's claim or allegation, whereupon:

the Contractor shall (or shall use reasonable endeavours to procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and

if the Unexpected 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 as soon as reasonably practicable employ the Unexpected 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 Transferring Employee's employment in accordance with his contract of employment;

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 Transferring Employee's claim or allegation:

any additional costs of employing the Unexpected Transferring Employee up to the date of dismissal where the Unexpected Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);

any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Transferring Employee;

any liabilities relating to the termination of the Unexpected Transferring Employee's employment but excluding such proportion or amount of any liability for unfair dismissal, breach of contract or discrimination attributable:

to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person);

directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee; or

to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;

any liabilities incurred under a settlement of the Unexpected Transferring Employee's claim which was reached with the express permission of the Contractor (not to be unreasonably withheld or delayed);

reasonable administrative costs incurred by the Authority or New Provider in dealing with the Unexpected Transferring Employee's claim or allegation, subject to a cap per Unexpected Transferring Employee of £5,000; and

legal and other professional costs reasonably incurred in dealing with the Unexpected Transferring Employee's claim or allegation;

the Authority shall be deemed to have waived its right to an indemnity under paragraph 0 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 0.

Indemnities on transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

If on the expiry, termination or partial termination of the Contract there is a 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 Transfer Date out of any failure by the Contractor or any Employing Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Transferring Employee or any other employee of the Contractor or any Employing Sub-Contractor affected by the 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.

If there is a Relevant Transfer, the Authority shall indemnify the Contractor and any Employing Sub-Contractors 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 allegation, claim or claims by a Transferring Employee at any time on or after the 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 Transfer Date;

subject to paragraph 2.4.1 any allegation or claim by any employee or trade union representative or employee representative arising whether before or after the 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 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 Relevant Transfer effected by this Contract (as defined by Regulation 13 of the Transfer Regulations);

any collective agreement or any arrangement with any trade union or staff association after the Transfer Date,

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.

In the event of a Relevant Transfer, the Authority shall indemnify the Contractor and any Employing Sub-Contractors 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 Transfer Date to the working conditions of any Transferring Employee to the material detriment of any such Transferring Employee. For the purposes of this paragraph 0, 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.

Apportionments

The Authority and/or any New Provider (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 Transfer Date as appropriate, PAYE, national insurance contributions and contributions to retirement benefit schemes) in relation to the Transferring Employees with effect from and including the Transfer Date and the Authority shall indemnify the Contractor and any Employing Sub-Contractor in respect of the same.

Contracts (Rights of Third Parties) Act 1999

A New Provider and any Employing Sub-Contractor may enforce the terms of paragraph 0 and 0 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.

Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

General

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.

Appendix 1

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) 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:

- 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;
- 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 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.

Appendix 2

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT

Part A

Pursuant to paragraph 0 of this Schedule 9, 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:

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;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) 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.

Superannuation and Pay

OFFICIAL SENSITIVE – COMMERCIAL

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or ongoing;
- 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) 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
- ki Percentage of pay currently contributed under any added years arrangements.

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.

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.

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 for public duties such as a School Governor; and
- d) Information about any current or expected maternity or other statutory leave or other absence from work.

Part B

Information to be provided 28 days prior to the 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

Information to be provided within 14 days following a Transfer Date:

Performance Appraisal

The current year's Performance Appraisal;

Current year's training plan (if it exists); and

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;

SCHEDULE 10

QUALITY, SAFETY AND MODIFICATIONS

1. Quality

1.1 The Contractor shall implement a Quality Management System (QMS) that meets at least the requirements of BS EN ISO 9001:2015 and is able to demonstrate that the Contractor has control of its processes.

1.2 Quality Management (QM) is the process of ensuring that all the activities necessary to deliver a product that meets the customers' requirements are planned and are carried out effectively and efficiently. QM is focused not only on product/service quality but also on the means to maintain it. QM therefore uses quality assurance and the control of processes as well as products to achieve more consistent quality.

1.3 The Contractor shall implement and maintain a contract specific deliverable Quality Plan (QP) within 12 weeks following Contract Award.

1.4 The Contractor shall throughout the Term advise the Authority of any impact on product quality, quantity and delays to scheduled deliveries as a result of the process and controls detailed within the QP resulting from revisions or changes to the Contractor's QMS.

1.5 A master QA document record shall be maintained for all equipment supplied/repared under this contract. The master record will be updated to reflect any changes resulting from modification or repair of the equipment. The information shall be recorded and made available at the request of the GQAR or their designated representative. This will be baselined against the Cost Model (Schedule 6 Appendix A) and should there be any additional resource and cost implications these will be covered as an Additional Service (Schedule 11) or a Contract Change (Schedule 4 Change and Major Change).

1.6 The Contractor, having regard to DEFSTAN 05-135, shall ensure that Articles are free from counterfeit and/or replica parts.

To support the Authority's obligations under RA1005 (Contracting with Competent Organisations), the Contractor is required to:

- i. Support on-site access for the MAA or its appointed agents to undertake oversight and assurance activities. *(RA1005(1))*
- ii. Have a nationally accredited Quality Management System with an appropriate scope for the contracted activity. *(RA1005(1))*
- iii. *For the purposes of Contract Award, flowdown to Safran is still to be agreed*

1.7 To support the Authority's Continuing Airworthiness (CAw) obligations under RA4951 (Quality System – MRP Part M Subpart G), the Contractor is required to support on-site access for the CAw Management Organisation (CAMO) Quality Manager (QM) or their appointed agent(s) to undertake oversight and assurance activities on behalf of the Mil CAM. *(RA4951(2)). The Authority will contact the Contractor to arrange and agree the timeframe and scope of the activity.*

• 2. Quality Plan

2.1 The QP shall address two complementary roles:

- i. It will describe and document the Contract specific QMS requirements necessary to satisfy the Contract requirements; and

- ii. It will describe and document the planning of product realisation in terms of quality requirements for the product, resources, required control activities (verification, validation, monitoring, inspection and testing) and acceptance criteria.

2.2 The QP shall address all areas of AQAP 2105 (to be agreed in the first month following contract award) covering items as described below:

- i. Staff directly involved with QA (AQAP 2105 Sect. 4.4)
- ii. Planning and control procedures for product realisation (AQAP 2105 Sect 4.7.1);
- iii. Planning and control of design (AQAP 2105 Sect. 4.7.3);
- iv. Configuration management control including application for concessions (AQAP 2105 Sect 4.7.7);
- v. Purchasing including control of sub-suppliers and 'flow down' of prime contract conditions (AQAP 2105 Sect. 4.7.4);
- vi. Records of Contract/management review carried out both within its Company and with all sub-contracts (AQAP 2105 Sect. 5.6);
- vii. Control of non-conforming product including corrective and preventative action (AQAP 2105 Sect. 4.8.4); and
- viii. Monitoring and measurement of Customer satisfaction (AQAP 2105 Sect. 4.8.1).

2.3 The QP shall include a section, set-out in tabular form, which lists the agreed Quality Performance Indicators (QPI) to be agreed as part of Schedule 8 (Performance management) and the actions that will be undertaken by the Contractor to monitor and report to the Authority in accordance with AQAP 2105.

2.4 The QP shall be delivered to the Authority for approval no later than 12 weeks following the Commencement Date. Subsequent response to the QP by the Authority will be generated within 20 Business days. The agreed QP may be subject to Quality Assurance Representative (QAR) surveillance activity to ensure compliance with agreed Contract requirements.

2.5 Once agreed, draft updates/amendments to the QP shall be submitted to the Authority each month except where the QP remains unchanged. All updates will be agreed with the Authority and issued within 20 Business days of submission to the Authority. The QP may be subject to QAR surveillance activity to ensure compliance with the agreed contract requirements.

3. Part 1 Regulatory Requirements

3.1 For the purposes of Contract award Annex B 20220323-Schedule 10 Compliance Matrix.xlsx shall apply in the format presented however, the final position regarding all RA series will be agreed within the first two months and if an extension is required then this will be agreed by both parties.

3.2 The Contractor is to ensure that they have a process to continuously monitor compliance against the RAs identified in Annex B. Any non-compliance must be notified to the Authority(EA/TAA) in writing

3.3 Once finalised RAs will be reviewed annually, and any significant changes will be managed under a contract amendment using the process in Schedule 4 (Change and Major Change).

3.4 Formal agreement will be via the Quality Liaison Meeting.

4. PART 2 – QUALITY

4.1 Quality Requirements

- 4.2. The Contractor shall comply with the quality requirements set out in Annex A to this Schedule 10, as updated from time to time and will be reviewed at the Quality Liaison Meeting.

5 PART 3 – SAFETY

5 Safety Requirements

- 5.1 The Parties recognise and accept the Authority's roles and duties as Airworthiness Authority in relation to the Aircraft and the Engine and that the Authority remains at all times responsible for ensuring the operational safety of the Aircraft and Engine.
- 5.2 The Authority recognises that the Contractor is not competent to provide advice on issues other than those related solely to the Engine.
- 5.3 The Parties acknowledge the importance of the Authority maintaining unfettered leadership of matters in relation to the safe operation of the Aircraft Fleet in discharging its duties as set out above.
- 5.4 The Contractor shall provide and maintain from the Effective Date a Contractor Safety Management System. The Authority shall review the acceptability of the Contractor Safety Management System from time to time as part of its continuing MAOS and DAOS audits.
- 5.5 The Contractor shall provide a Safety Management Plan within 60 Business Days of Contract Effective Date.
- 5.6 The Contractor will continue to advise the Authority of hazards that are processed through its hazard reporting procedure where those hazards have potential relevance to the Authority's operation of Engines.

6 Meeting Attendance

- 6.1 The provisions of paragraphs 2.8 to 2.12 below will apply in respect of any attendance by the Contractor's employees at Non-Contract Meetings regarding Engine safety issues.
- 6.2 The Contractor acknowledges that the Authority may request that the Contractor attend Non-Contract Meetings regarding Engine safety issues.
- 6.3 Subject to paragraph 2.10, the Contractor's representative (typically the Contractor's Chief Engineer or his nominated representative) will attend the Non-Contract Meeting at the invitation of the Authority in order to provide information that may assist the Authority in making independent decisions on the significance of Engine issues to the successful and safe operation of the Aircraft Fleet.
- 6.4 The Contractor will not unreasonably refuse any request to attend a Non-Contract Meeting. The Contractor will be entitled to refuse to attend such Non-Contract Meetings regarding Engine safety issues where:
 - 6.4.1. any matters that relate to the Engine that are proposed for discussion or consideration at such Non-Contract Meetings regarding Engine safety issues can, in the Contractor's

reasonable opinion, be more effectively discussed and considered in the Propulsion Matters Meeting or PSIWG ; or

- 6.4.2. the discussion of any matters pertaining to the Engine proposed at such Non-Contract Meetings would involve the disclosure by the Contractor of the Contractor's (or Sub-Contractor's) commercially sensitive or confidential information to third parties that are in attendance; or
- 6.4.3. the Contractor is unable to make available its Chief Engineer or his nominated representative for reasons outside of its reasonable control.
- 6.5. Whilst the Contractor representative may, if invited, offer considered opinion and advice, the Authority acknowledges that:
 - 6.5.1. the Contractor will not be required to endorse the output of any Non-Contract Meeting; and
 - 6.5.2. it will not represent in any forum that the Contractor's attendance at such Non-Contract Meeting is an endorsement or agreement (whether express or implied) by the Contractor or any Contractor Related Party of any Authority decision in relation to the safety, safe operation or use of relevant systems.
- 6.6. The Authority undertakes that prior to the issue of any minutes of a Non-Contract Meeting, a draft of such minutes will be provided to the Contractor's Chief Engineer or his nominated representative for comment. The Contractor will be given a minimum of two (2) Business Days from receipt of the draft minutes to provide comments in writing. The Authority will consider all reasonable amendments to the draft minutes which are proposed by the Contractor.

7 Safety modifications

- 7.1. The Contractor will notify the Authority of the need to make any Safety Modification required by the Contractor or a Contractor Related Party in accordance with the Authority's Process for Changes in Type Design (RA 5820)
- 7.2. The Authority may accept or reject any notification made pursuant to paragraph 2.13 above, but will consider all such notifications reasonably, at its own cost and without undue delay.
- 7.3. Should the Authority not accept any Safety Modification of which it is notified pursuant to paragraph 2.13 above and/or not procure the implementation of a Safety Modification within the timeframe recommended in writing by the Contractor, the Authority will indemnify and keep indemnified the Contractor and the Contractor Related Parties from and against any liabilities, penalties, claims, proceedings, judgements, damages, obligations, costs and expenses arising out of or in any way connected with its decision not to follow the recommendations of the Contractor or the Contractor Related Party (as the case may be).
- 7.4. The Authority acknowledges that any costs to the Contractor arising from or in connection with the assessment, design, development, embodiment, qualification or support of Safety Modifications are not included within the Contract Price and accordingly the Authority will be responsible for all such costs that arise during the Contract Period unless it can be demonstrated (via cost benefit analysis and an agreed

business case to apportion costs and benefits) that the Contractor would benefit from a reduction in through life costs. Where the Authority requires a Safety Modification to be implemented, the Contractor will be entitled to a Contract Change, to be made in accordance with the provisions of Schedule 4 (Change and Major Change).

8. Compliance with Military Aviation Authority (MAA) Regulatory Publications (MRP)

- 8.1. The Regulatory Articles will apply as set out in Annex B to this Schedule 10 and will be updated as per Clause 3 above.

PART 4 – ACCREDITATIONS

9. The Contractor shall ensure that it obtains, maintains and operates in accordance with the following accreditations throughout the Contract Period:

(a) UK MOD Design Approved Organisation Scheme for the following organisations:

- Rolls-Royce;
- Safran.

(b) UK MOD Maintenance Approved Organisation Scheme (MAOS) Military Regulations, Part 145 for all facilities undertaking engine MRO activity under this Contract:

- ;

(c) ISO 9001:2015 for the following organisations:

- Rolls-Royce;
- Safran

(d) ISO 14001:2015 for the following organisations:

- Rolls-Royce.
- Safran.

(e) EN9120:2018, EN9100:2018 AS9100 Rev C and EN9110:2018 AS9110 Rev A for the following organisations:

- Rolls-Royce;
- Safran.

PART 5 – OTHER STANDARDS

10 Other Standards

10.1 The following Standard JSP 886 (The Defence Logistic Support Chain Manual) shall apply, in accordance with clause 26 of Schedule 0 (Terms and Conditions)

ANNEX A

Quality Requirements

For the purposes of Contract award refer to Annex B_20220323-Schedule 10 Compliance Matrix.xlsx. A final position will be agreed within the first two months and if an extension is required then this will be agreed by both parties.

ANNEX B

Regulatory Articles_20220323-Schedule 10 Compliance Matrix.xlsx A final position will be agreed within the first two months and if an extension is required then this will be agreed by both parties

Appendix 1 to Annex B

DAOS Statement

The Authority recognises that there is no single organisation responsible for the design of the Adour engine. Rolls-Royce will maintain its DAOS approval for those aspects of the Adour engine for which it is design responsible and will act as the Co-ordinating Design Organisation, as described below

Co-Ordinating Design Organisation (RA 5102(1))

Rolls-Royce will act as a Co-ordinating Design Organisation (CDO) to coordinate and integrate the design activity carried out by both Rolls-Royce and Safran on the Adour engine.

Specific co-ordinated activities are as follows:

A: Design of Material and Contract Specification Compliance

Each organisation will be responsible for the design of material for which it is responsible, and for determining compliance of the design against the appropriate engine model specification.

In the case of the Mk951, statements of compliance will be stated in the Mk951 Certificate of Design, which will be approved by both Rolls-Royce and Safran.

In the case of the Mk151 there is no CoD, , and it was certified by the UK MoD and there is no summary of compliance for the engine. With the exception of a compliance statement, A modification specific C o D will include a summary of the necessary information, but will not state compliance. For the purpose of Contract award, the assumption from the Authority is that design changes will be accompanied with a CoD and must state compliance. This is waiting feedback from the Contractor.

B. Preparation, Updating and Custody of Design Data

Each organisation will be responsible for the preparation, updating and custody of design data that it is responsible for. Rolls-Royce will be responsible for the preparation, updating and custody of any joint design data, such as Certificate of Design.

C. Preparation, Collection, Analysis and Maintenance of Evidence of Design and System Safety.

Each organisation will be responsible for the preparation, collection, analysis and maintenance of evidence of design data and system safety for the parts of the engine that it is responsible for. Rolls-Royce will be responsible for integrating the data into the whole engine summaries, e.g. Adour Mk951 FMECA

D. Submission of Reports on Progress as Required by the Contract

Rolls-Royce will co-ordinate and integrate data for reports to be submitted, as required by the Contract.

E. Preparation of Certificate of Design

See A above

F. Ensuring Design will be suitable for Production

In the case of modification to the Adour engine, each organisation shall ensure that the components and modules that it is responsible for are suitable for production.

G. Design of Packaging

Each organisation will be responsible for the design of packaging for those parts of the engine that it is responsible for, as required by the Contract.

H. Preparation of, or Supply of Information for Technical Publications

Each organisation will be responsible for the preparation of technical information for those parts of the engine that it is responsible for. Rolls-Royce will integrate this data into the required Technical Publications.

I. Collaboration in the Preparation and provision of information for Maintenance

As H.

J. Post Design Services

Rolls-Royce will co-ordinate and integrate post design services, as required by the contract.

SCHEDULE 11

ADDITIONAL SERVICES AND CALL-OFF BUDGETS

1 Definitions

In this Schedule 11, the following terms and expression shall be deemed to have the following meanings:

“Additional Services Order” means an order in the form set out at Annex C to this Schedule 11, whereby the Authority authorises the Contractor to carry out Additional Services following the Contractors’ acceptance of a “Request For Additional Services”;

“Additional Services Tracker” has the meaning given in paragraph 7.1 of this Schedule 11;

“Call-off Budget” has the meaning given in paragraph 11 of this Schedule 11;

“Completion Statement” means a statement in the form set out at Annex D to this Schedule 11 prepared in accordance with paragraph 5;

“Hourly Rates” means the latest available Authority and Industry rates and additives derived by use of the QMAC.

“Priority Level” means one of the following timeframes within which the Authority requests the relevant Additional Services to be completed and a Completion Statement to be issued to the Authority which shall start on the date of the relevant Request For Additional Services. If the Contractor cannot meet the required timescale an alternative forecast date will be provided by the Contractor to complete the Additional Service and a revised timescale will be agreed with the Authority;

- (a) 13 (thirteen) Calendar Weeks (Priority Level 1);
- (b) 26 (twenty-six) Calendar Weeks (Priority Level 2); or
- (c) 52 (fifty-two) Calendar Weeks (Priority Level 3);

“Quotation” means a quotation issued by the Contractor to the Authority pursuant to paragraph 3.3, which shall be in the form set out at Annex B to this Schedule 11;

“Request For Additional Services” means a request issued by the Authority to the Contractor in the form set out at Annex A to this Schedule 11; and

“Urgent Additional Services” means Additional Services carried out pursuant to the Contractors’ acceptance of an express written request from the Authority under paragraph 6.1.

2 Scope

- 2.1 In addition to the requirements detailed in Schedule 3 (*Statement of Service Requirement (SoSR)*), the Authority may request the Contractor to undertake additional services, including the provision of goods, assessment, design, development,

embodiment, qualification, support and/or implementation of a Safety Modification (**Additional Services**);

- 2.2 Unless expressly agreed in writing by the Parties, Additional Services shall only be carried out if so authorised by the Authority in accordance with, and on the terms of, this Schedule 11 (*Additional Services*).

3 Instructing Additional Services

- 3.1 In the event that the Authority wishes the Contractor to perform Additional Services, the Authority shall issue to the Contractor a Request For Additional Services, completing all relevant fields in Part A..

- 3.2 The Contractor shall confirm receipt of any Request For Additional Services to the Authority within 5 Business Days.

- 3.3 The Contractor shall review the Request For Additional Services and may ask for further details of the Authority's specific requirements and/or clarification of the Authority's requirements within 10 (ten) Business Days after receipt of the Request For Additional Services.

- 3.4 The Contractor shall, within 10 (ten) Business Days after receipt of the Request For Additional Services or, if further information and/or clarification was requested pursuant to paragraph 3.3, provide a Quotation for the Additional Services requested by the Authority, which shall include the following information:

- (a) the forecast date for completion of the Additional Services (which shall be where possible in accordance with the Priority Level stated in the relevant Request For Additional Services);
- (b) the validity period during which the Authority may proceed with the Quotation by raising an Additional Services Order;
- (c) the price for the Additional Services, which shall be either:
 - i. a firm price for completion of the Additional Services (including the price for delivery if applicable); or
 - ii. where so requested by the Authority or where there is a genuine reason why a firm price cannot be provided prior to commencement of the Additional Services, an estimated price for performing the Additional Services; or
 - iii. A ROM price to aid in the Authority's budget approval process.

- 3.5 Should the Contractor not be able to provide a quotation in line with the time stated in paragraph 3.4 then the Contractor will provide an anticipated response date to the RFQ within 14 calendar days.

- 3.6 The Contractor reserves the right to review the quantity of submitted Requests for Additional Services and propose a cap. Any cap must be agreed by both Parties and will be managed via the Additional Services meeting.
- 3.7 In composing the quotation for an Additional Service, the Contractor shall have due regard to;
- (a) The latest agreed Questionnaire on Method of Allocation of Costs (QMAC) for Rolls-Royce plc - DEFENCE AEROSPACE REPORTING UNIT
 - (b) The latest agreed Questionnaire on Method of Allocation of Costs (QMAC) for Rolls-Royce plc - DEFENCE SERVICES REPORTING UNIT.
 - (c) The latest Cost Assurance and Analysis Service (CAAS) Promulgation:
4
 - (i) Actual Cost Recovery Rates for: Rolls-Royce Defence Aerospace; Rolls-Royce Defence Services; Engineering; Operations Units, and
 - (ii) Actual Capital Servicing Adjustment for Rolls-Royce Defence Aerospace
 - 5
(d) Where 3.6(c), have not yet to be agreed, the Contractor will have due regard to:
 - (i) Estimated Cost Recovery Rates for: Rolls-Royce Defence Aerospace; Rolls-Royce Defence Services; Engineering; Operations Units, and;
 - (ii) Estimate Capital Servicing Adjustment for Rolls-Royce Defence Aerospace
 - (e) In the event of 3.6(d); and on the advent of 3.6(c), the Authority and the Contractor shall, annually, reconcile, for each Additional Service, the difference between 3.6(c), and 3.6(d)(i, ii). The difference shall be recovered by way of an adjustment to Schedule 5 Payment Plan, or another mechanism agreed by the parties.
- 3.8 If the Authority wishes to proceed on the basis of the Quotation supplied by the Contractor it shall issue to the Contractor an Additional Services Order for the relevant Additional Services within the validity period stated in the Quotation.
- 3.9 If the Authority wishes to cancel or put on hold the Request for Additional Services, it shall issue to the Contractor the completed Additional Services Order with the relevant fields identified in Annex C, as soon as practicable.
- 3.10 If the Contractor has incurred costs on an Additional Service that the Authority has cancelled after issuing the Annex C, then upon receipt of actual costs the Contractor can seek reimbursement from the Authority.

4 Performing the Additional Services

- 4.1 Where the Contractor has provided the Authority with a Quotation containing an estimated price for the Additional Services and the Authority has authorised the Contractor to proceed on the basis of this estimate, the Contractor may commence work on the Additional Services but shall have due regard to the following:
- (a) the Contractor shall prepare and submit a firm price Quotation as soon as practical and no later than 1 (one) Calendar Month from the commencement of the Additional Services;
 - (b) if at any time prior to agreement of the firm price it becomes apparent that the price for the Additional Services shall exceed the estimated price approved by the Authority, the Contractor shall immediately inform the Authority and cease all further work in respect of such Additional Services until the Authority authorises the Contractor in writing to continue with the Additional Services, or until a firm price for the Additional Services has been agreed with the Authority;
 - (c) if the Parties cannot agree a price for the Additional Services within 1 (one) Calendar Month of completion of the Additional Services or of cessation of the Additional Services pursuant to paragraph 4.1(b), the matter shall be initially escalated to respective representatives of the Contractor and the Authority, and if no agreement is reached upon this escalation, the matter shall be referred to the Dispute Resolution Procedure;
 - (d) Where a firm price cannot be provided then both parties may agree to proceed on the basis of the estimated price with final amount based on actuals cost incurred.
- 4.2 Other than where expressly authorised pursuant to paragraph 4.1 or paragraph 6.1:
- (a) the Contractor shall not begin to perform any Additional Services until the Parties have agreed a firm price and the Contractor has accepted an Additional Services Order pursuant to paragraph 3.5; and
 - (b) the Authority shall not be liable for costs, losses and expenses incurred by the Contractor in respect of the performance of Additional Services in excess of the firm price or estimated price stated in the Quotation authorised by the Authority.
- 4.3 The Contractor shall perform the Additional Services in accordance with the terms of the Contract and the terms of the Additional Services Order accepted by the Authority.
- 4.4 Any parts purchased by the Authority under the Additional Services Request shall be deemed to be sold to the Authority and title to such parts shall pass to the Authority on delivery of the Article to the Authority. If the parts are used in depth then title shall pass to the Authority although the parts remain in the custody of the Contractor. Title to parts which are removed and replaced by the Contractor shall pass to the Contractor on removal.

5 Completion of Additional Services

- 5.1 No later than 10 (ten) Business Days after the completion of an Additional Services Task the Contractor shall submit to the Authority a Completion Statement.

- 5.2 The Completion Statement will either stand alone as a deliverable in defining the task conclusions and recommendations, or additionally, a report shall be referenced and provided as an attachment.
- 5.3 No later than 10 (ten) Business Days after the Authority has received the Contractor's Completion Statement (Part D), the Authority shall raise a Purchase Order (PO) on the CP&F system to enable the Contractor to raise an invoice in accordance with 9.1.

6 Urgent Additional Services

- 6.1 Exceptionally, where an item of Additional Services is requested to be undertaken as a matter of urgency, the Authority may, at its sole discretion and by giving express authority in writing, instruct the Contractor to proceed with the Additional Services on the basis of a Request For Additional Services and in advance of the completion and submission of a Quotation by the Contractor.
- 6.2 The Authority's liability to the Contractor in respect of costs, losses and expenses incurred in respect of Urgent Additional Services shall not, except with the prior written agreement of the Authority's Commercial Officer, exceed £10,000 (ten thousand pounds) per item of Urgent Additional Services.
- 6.3 In the event a request is issued by the Authority for Urgent Additional Services, the Contractor shall prepare, complete and submit a Quotation to the Authority without unreasonable delay.

7 Additional Services Tracker

- 7.1 The Contractor shall create and maintain a register of all Additional Services (including Urgent Additional Services) authorised by the Authority under the Contract (the "**Additional Services Tracker**"), which shall include as a minimum the following details in respect of each item of Additional Services:
- (a) task number;
 - (b) task title;
 - (c) Priority Level requested;
 - (d) date of relevant Additional Services Order;
 - (e) whether urgent authorisation was given pursuant to paragraph 6.1;
 - (f) agreed task completion date;
 - (g) forecast task completion date (or actual task completion date if completed);
 - (h) cost of task stated in Quotation; and
 - (i) where an estimate was provided pursuant to paragraph 3.3(c)(ii), actual costs incurred.

- 8.2 The Contractor shall make the Additional Services Register available to the Authority and this Register shall be reported at the Additional Services Review.

9 Payment for Additional Services

- 9.1 Additional Services shall be paid for in accordance with paragraph X of Schedule 5 (*Price and Payment*).

10. Warranty

- 10.1 Unless specified to the contrary in the Additional Services Request (Part A) the Contractor shall grant, and the Authority shall accept the Warranties in Schedule 13 of this Contract in respect of the Additional Services subsequently authorised by the Additional Services Order (Part C).
- 10.2 In the event that a specific Warranty shall apply to Additional Services other than as set out in Schedule 13 to this Contract, it shall be specified in the Contractor Quotation (Part B) to the Additional Services Request.

11. Call-off Budgets

- 11.1 There are three call-off budgets which can be used for the purposes of approving Additional Services Requests.
- a. Repairs to include but not be limited to MK951 LRU MRO, Component MRO (Jet Pipe) & GSE Repair.
 - b. Spares to include but not be limited to Group A parts, forward spares & Replacement Transducers. The process for ordering spares is detailed in Appendix A to this Schedule 11.
 - c. Technical Support to include but not be limited to Engine Diagnostic Testing, Additional F760 investigations.
- 11.2 These call-off budgets are to be used in support of Activity 4 Emergent Engineering Support “Services” and Activity 5 Emergent Supply and MRO “Goods” for activities that fall outside the scope identified in Schedule 3 (Statement of Service Requirement (SoSR)).
- 11.3 The value of each call-off budget is stated in Schedule 5 (Price and Payment) and cannot be exceeded without prior written consent from the Authority.
- 11.4 The Authority shall create and maintain a register of all spend against an individual budget and this shall be reported quarterly at the Additional Services Review.
- 11.5 The Authority shall specify the call-off budget at the time of submission of the Additional Services Order by ticking the relevant box on the form.

11.6 Invoices for items purchased against the three call-off budgets shall be done quarterly, for all items purchased in the preceding quarter. The first invoice shall be done in July 2022 and then every three months thereafter. Payments of call-off budget invoices shall be completed in accordance with provisions of Schedule 5 (Price and Payment).

11.7 The process for the purchase of additional spares from the Contractor Spare Parts Price Catalogue (SPPC) is as follows:

- a. This process will be used by the Authority to order additional spares requirements, over and above the delivery of the Annual Forward Spares Schedule.
- b. The process can only be used to order spares that are listed within the Rolls-Royce Adour SPPC.
- c. The SPPC will be reviewed and re-issued to the Authority on an annual basis. The first report shall be due within 30 days of Commencement Date, and then annually no later than 10 (ten) Business Days from the end of March each year.
- d. The contractor shall also provide prices for any previously purchased items that are not on the SPPC, following an ad hoc request by the Authority. Responses to such requests shall be delivered within 10 (ten) Business Days of the enquiry.

11.8 Spares Purchase Proforma Requirements

7

11.8.1 The following information must be included in the Authority's request to the Contactor Supply Chain Coordinator (SCC).

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11 NSN	12 RR Part Number	13 Quantity	14 Engine Mark
15	16	17	18
19	20	21	22
23	24	25	26

11.7.2 The spares shall be delivered to the same locations as the Forward Spares in the Contract.

28

11.8.3 For urgent stock checks, the Authority may call the Contractor SCC direct, and/or escalate the issue via the Contractor Programme Team in order to receive a prompt response.

**11.9 Process for the Purchase of Additional Spares from the Contractor Spare Parts
Price Catalogue – Price Available on the Catalogue**

[REDACTED – Under FOIA Section 43, Commercial Interests]

30 11.10 Process for the Purchase of Additional Spares from the Contractor Spare Parts Price Catalogue – Price Not Available on the Catalogue

[REDACTED – Under FOIA Section 43, Commercial Interests]

ANNEX A

Request for Additional Services**Request for Additional Service (Part A)****Title:****Task No:** AS / **Revision:** **Date:****Mks** **Tech Pubs** **Requested by** **Priority****References:****Background:****Required Deliverable(s):****Timescales:****Required Completion Date:**

	Role	Name	Signature	Date
Requested on behalf of the Authority by:				

ANNEX B

Quotation

Contractor Quotation (Part B)					
Title:					
Task No:	AS /	Revision:			

Mks		Tech Pubs		Priority	
Financial Period		Quotation Valid Until:		Forecast Delivery Date	

	Role	Name	Signature	Date
The quotation for the work as described in Annex A hereby submitted to the Authority for authorisation.				

ANNEX CAdditional Services Order (Part C)

Title:						
Task No:	AS /	Revision:		Date:		
Authorisation:	Accept (complete fields below)		Cancel		On-Hold	
Call-off Budgets:	Repair		Spares		F760	

Acceptance, by the Authority, of Annex B; and authorisation to proceed

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	Role	Name	Signature	Date
The above quotation is hereby accepted on behalf of the Authority by:				

SCHEDULE 12**MONTREAL PROTOCOL**

As a signatory to the Montreal Protocol on substances that deplete the ozone layer, Her Majesty's Government is committed to reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know whether the substances listed below have been used in the performance of the Contract. Accordingly, the Contractor shall, prior to commencing any work pursuant to this Contract, provide to the Authority a list specifying:

- (A) all substances listed below (adopting the nomenclature used therein) required in order to perform the Contract (including the packaging of any goods, whether or not specified in this Contract);
- (B) the quantity of each of the substances listed below which are required in order to perform the Contract; and
- (C) where in the Services (including, the packaging of goods) the substances listed below are contained; or
- (D) confirmation of a 'Nil Return' in respect of (A), (B) and (C) above.

MONTREAL PROTOCOL SUBSTANCES

CFCs Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane)	CFC-113 (trichlorotrifluoroethane)	CFC-213
CFC-12 (dichlorodifluoromethane)	CFC-114 (dichlorotetrafluoroethane)	CFC-214
CFC-13	CFC-115 (chloropentafluoroethane)	CFC-215
CFC-111	CFC-211	CFC-216
CFC-112	CFC-212	CFC-217

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)	CFC-502 (CFC-115/HCFC-22)
---------------------------	---------------------------

Halons Production of controlled Halons has stopped.

Halon-1211	(bromochlorodifluoromethane – BCF)	Halon 2402
Halon-1301	(bromotrifluoromethane – BTM)	

HBFCs Production has stopped.

CHBr ₂	C ₂ H ₂ F ₄ Br	C ₂ H ₄ FBr	C ₃ H ₂ F ₆ Br	C ₃ H ₃ FBr ₄	C ₃ H ₄ F ₃ Br
CHF ₂ Br	C ₂ H ₂ FBr ₃	C ₃ H ₂ FBr ₆	C ₃ H ₂ FBr ₅	C ₃ H ₃ F ₂ Br ₃	C ₃ H ₅ FBr ₂
CH ₂ FBr	C ₂ H ₂ F ₂ Br ₂	C ₃ H ₂ F ₂ Br ₅	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₃ F ₃ Br ₂	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₄	C ₂ H ₂ F ₃ Br	C ₃ H ₂ F ₃ Br ₄	C ₃ H ₂ F ₃ Br ₃	C ₃ H ₃ F ₄ Br	C ₃ H ₆ FBr
C ₂ H ₂ F ₂ Br ₃	C ₂ H ₃ FBr ₂	C ₃ H ₂ F ₄ Br ₃	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₄ FBr ₃	
C ₂ H ₂ F ₃ Br ₂	C ₂ H ₃ F ₂ Br	C ₃ H ₂ F ₅ Br ₂	C ₃ H ₂ F ₅ Br	C ₃ H ₄ F ₂ Br ₂	

HCFCs – Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-124	HCFC-142	HCFC-224	HCFC-232	HCFC-243	HCFC-262
HCFC-22	HCFC-131	HCFC-142b	HCFC-225	HCFC-233	HCFC-244	HCFC-271
HCFC-31	HCFC-132	HCFC-151	HCFC-225ca	HCFC-234	HCFC-251	
HCFC-121	HCFC-133	HCFC-221	HCFC-225cb	HCFC-235	HCFC-252	
HCFC-122	HCFC-141	HCFC-222	HCFC-226	HCFC-241	HCFC-253	
HCFC-123	HCFC-141b	HCFC-223	HCFC-231	HCFC-242	HCFC-261	

CARBON TETRACHLORIDE (CCl₄) – Production has stopped
1,1,1-TRICHLOROETHANE (C₂H₃Cl₃) – Production has stopped
METHYL BROMIDE (CH₃Br) – Production limits apply.

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SCHEDULE 13

WARRANTIES

[REDACTED – Under FOIA Section 43, Commercial Interests]

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SCHEDULE 14

PROVISION OF GOVERNMENT FURNISHED ASSETS

- 1.1 This Schedule sets out the obligations of the Authority to provide:
- (a) Annex A to C - Equipment (to include Engines, Modules, LRUs, Parts, STCs and Tooling)
 - (b) Annex D - Facilities
 - (c) Annex E - Services
 - (d) Annex F - Information
- 1.2 On the Commencement Date for the purposes of the work to be undertaken against this Contract, the Authority shall provide access to the Contractor, free of charge, to the Government Furnished Assets as described in Schedule 14 (*Government Furnished Assets*).
- 1.3 For the Contract Period, the Contractor shall act with due care and diligence in respect of all GFA and shall ensure that all GFA is used in the most efficient manner, avoiding waste where reasonably practicable.
- 1.4 During the Contract Period, the Contractor may seek additional GFA in support of the Contract and the Contractor shall submit a written request to the Authority GFA Manager for the additional GFA. The written request shall set out:
- (a) What GFA is required
 - (b) The reasons for the request
 - (c) Timescales in which it is to be provided.
- 1.5 The Authority (acting reasonably) will consider the Contractor's request however the Authority shall have no obligation to supply any additional GFA requested by the Contractor.
- 1.6 The Parties shall review Schedule 14 (*Government Furnished Assets*) annually throughout the Contract and shall (following agreement) amend the GFA list as appropriate.

2 PROVISION OF GOVERNMENT FURNISHED EQUIPMENT

- 2.1 On the Commencement Date, the Authority shall provide to the Contractor, free of charge, the GFE listed in Schedule 14 (*Government Furnished Assets*).
- 2.2 The GFE is provided solely for use in connection with this Contract.

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- 2.3 Subject to DEFCON 611 (*Issued Property*), the Contractor shall be responsible for the GFE for the Contract Period as listed in Annex A – G of Schedule 14 (*Government Furnished Assets*). The Contractor shall give due regard and special consideration to any environmental conditions and weather factors whilst maintaining the GFE during the Contract Period.
- 2.4 It is assumed that GFE made available to the Contractor will be serviceable and that, if a demanded item is not serviceable, the Contractor will initially draw additional MoD stock. If it is possible to recover the unserviceable item using an existing and established repair, the Contractor will recover the items to a serviceable state within the baseline activity. If the item is Beyond Economic Repair, that item will be presented to the Authority as scrap.
- 2.5 The Authority shall provide LRUs and Spares issued as GFE in suitable packaging, including STCs. It is assumed the STCs made available will be serviceable and in reasonable condition. Further obligations on STCs are listed within Schedule 3 (SoSR) Clause 4.6.2.
- 2.6 The Authority shall provide Adour Stock, owned, and stored by the MoD, as requested from time to time by the Contractor. Up-to-date stock levels will be provided weekly by the Authority to ensure existing stock is prioritised for use before any new vendor orders are placed.
- 2.7 Any MoD Owned Stock that is consumed in support of Depth Maintenance, but not already considered in the Contractor Cost Model, will be reconciled annually as per the Annual Reconciliation process defined in Schedule 5 Clause 5. The value of the Part shall be agreed by both Parties with reference to the Contractor standard cost, and estimated value of age and condition of said Part, and netted off at price value.

3 PROVISION OF GOVERNMENT FURNISHED FACILITIES

- 3.1 On the Commencement Date (unless stated otherwise in Annex H of Schedule 14 (*Government Furnished Assets*)) and for the duration of the Contract, the Authority shall provide to the Contractor, free of charge, the GFF listed in Appendix H of Schedule 14 (*Government Furnished Assets*).
- 3.2 Immediately prior to occupation of the GFF, the Contractor must agree with the Authority or the Authority's Representative an inventory detailing the condition of the GFF:
- 3.3 The Contract shall have use of the Premises as licensee and must vacate the Premises upon the earlier of:
- (a) The Expiry Date
 - (b) The Termination Date.

Use of GFF

- 3.4 Subject to any Approval for the Contractor to use GFF for any other purposes than as set out in this Contract, the GFF provided must be used by the Contractor or any Employee, agent, or Sub-Contractor of the Contractor solely for the purposes of the Contract.
- 3.5 The Contractor must not display any external advertisement, sign, or notice of any description unless:
- (c) the Authority has provided prior Approval; or
 - (d) the display of such advertisement, sign, or notice is required by law.

Condition

- 3.6 The Authority shall provide Premises that are fit for purpose and within safe and reasonable condition.
- 3.7 The Contractor must always keep the Premises in a tidy condition, including the inside and internal window surfaces of buildings and facilities. The Contractor shall also not obstruct any drains, gullies, and manholes.
- 3.8 Maintenance, cleaning, and repair of the Premises provided for the use of the Contractor shall be performed by the Authority within reasonable timescales and shall be without charge to the Contractor.

4 GOVERNMENT FURNISHED RESOURCES AND SERVICES

- 4.1 On the Commencement Date and for the Contract Period, the Authority shall provide, free of charge, to the Contractor the resources and services set out Annex I of Schedule 14 (*Government Furnished Assets*)
- 4.2 The resources and services are provided solely for the purposes of this Contract.
- 4.3 For those resources and services set out in Annex I of Schedule 14 (*Government Furnished Assets*), the Contractor shall request provision of such resources and services from the appropriate Authority contact and give all such information as the providing authority may reasonably require to deliver the requested service.
- (a) In making any such request, the Contractor shall provide reasonable notice to the providing authority to allow such request to be met in a timely fashion.

(b) If the Contractor fails to provide such information and/or such reasonable notice, the Authority shall nonetheless use its reasonable endeavours to provide the required resources and services in the time requested by the Contractor.

(c) The Authority will not be liable for any adverse impact on the Contractor's performance which may result from the late or non-availability of such resources and services due to the Contractor failing to provide such information and/or such reasonable notice.

5 GOVERNMENT FURNISHED INFORMATION

5.1 On the Commencement Date and for the Contract Period the Authority shall provide to the Contractor free of charge, the GFI set out in Appendix J of Schedule 14 (*Government Furnished Assets*).

5.2 The GFI provided is provided solely for use in connection with this Contract.

6 AUTHORITY DEPENDENCY FAILURE

6.1 For the Contract Period, the Authority shall endeavour to ensure the continued availability to the Contractor of the GFA listed in Schedule 14 (*Government Furnished Assets*).

6.2 In the event of an Authority Dependency Failure, the Contractor shall use reasonable endeavours to continue to perform the Contract (subject to any change agreed with the Authority), and shall, at all times, take reasonable measures to avoid or limit the consequence of such failure.

6.3 To assist the Contractor in its planning, the Authority shall notify the Contractor in writing as soon as practicable upon becoming aware that there is, will be or is likely to be an Authority Dependency Failure.

6.4 Excluding where the Contractor has been notified of an actual or anticipated Authority Dependency Failure, the Contractor shall notify the Authority's Operations Manager within five (5) Working Days of the Contractor becoming aware that any item of GFA not being available to it. Where the Contractor is aware of a work around solution, the Contractor shall include this in its notification. This will also be raised at the FORM and captured within the minutes.

6.5 If the Authority subsequently fails to provide or replace the element of GFA within a reasonable time of receipt of the notice submitted (such period as agreed between the Parties acting reasonably), then the Contractor shall give written notice setting out:

(a) Full details of the Authority Dependency Failure, specifying what Services are directly affected or are likely to be directly affected; and

- (b) Any KPIs and/or PIs whose scores may be adversely affected, and in the case of Activity 5, may be subject to a clock-stop.
- 6.6 The Authority shall consider a notice provided to it and discuss with the Contractor (both Parties acting in good faith) the impact of the Authority Dependency Failure.
- 6.7 Following discussions between the Parties, the Authority shall:
 - (a) Take action to remedy the Authority Dependency Failure; and/or
 - (b) Request that the Contractor provide assistance in remedying the Authority Dependency Failure.
- 6.8 If the Authority requests the Contractor's assistance in remedying the Authority Dependency Failure, the Authority shall request such assistance in accordance with Schedule 4 (Contract Change and Major Change). The Contractor shall use reasonable endeavours to provide such assistance, within the required timescales, once authorised in accordance with Schedule 4 (Contract Change and Major Change).
- 6.9 If the Authority requests the Contractor's assistance in remedying the Authority Dependency Failure otherwise than in accordance with Schedule 4 (Contract Change and Major Change), then in any event, the Contractor shall be reimbursed any additional costs reasonably incurred (and demonstrated as having been incurred) in providing such assistance.
- 6.10 From the date on which the Authority Dependency Failure is adversely affecting all or part of the Services until such time as the Authority Dependency Failure no longer prevents or inhibits the Contractor from performing such Services, the Contractor shall be entitled to:
 - (c) An extension of time for performing its obligations under the Contract; and/or
 - (d) Relief from KPIs and/or PIs and any claims for contractual breach,provided that the Contractor has used reasonable endeavours both to mitigate the effects of the Authority Dependency Failure, and to facilitate the continued performance of its obligations under this Contract as may still be possible wholly or in part.
- 6.11 Where vehicles owned by the Authority are provided for the use of the Contractor for its sole use in connection with this Contract on Government Establishments or public roads, the Contractor shall ensure that it has adequate insurance provision to cover for third party risks, including death or bodily injury or damage to property, as well as the appropriate insurance to cover personal death or injury benefit to the Contractor's own personnel.

7 CONTRACTOR'S RIGHTS OVER AUTHORITY SITES

7.1 During the Contract Period, the Authority shall afford the following rights to the Contractor and the Contractor Related Parties solely for the purpose of the provision of the Contractor Deliverables:

- (e) A non-exclusive licence to enter and remain upon those parts of the Authority Sites that the Contractor and/or any Contractor Related Party requires access to;
- (f) Such non-exclusive rights of access to and egress from the Authority Sites as are necessary for the Contractor and/or Contractor Related Parties to perform their obligations and exercise their rights under the Contract or their relevant contracts and in particular for the purposes of providing the Contractor Deliverables, provided that such routes may be varied by the Authority to such alternative routes as the Authority may reasonably specify from time to time if such variation does not have a material adverse effect on the provision of the Contractor Deliverables; and
- (g) Use of services and utilities including water, wastewater, gas, electricity, telephone and other services serving the Authority Sites as specified in this Contract, provided that:
 - (i) the rights shall not in any circumstances entitle the Contractor or any Contractor Related Party to exclusive occupancy or exclusive possession of any part of the Authority Sites (save as may be required by the Contractor and Approved by the Authority in order to comply with relevant health and safety legislation) on a temporary basis; and
 - (ii) the Contractor and the Contractor Related Parties do not cause any material disruption to the operations or activities carried out by the Authority on or at the Authority Sites.

8 CONTRACTOR'S CONDUCT ON AUTHORITY SITES

8.1 The Contractor shall, and/or shall procure, that in providing the Contractor Deliverables at the Authority Sites it and/or any Contractor Related Party shall:

- (h) 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 Authority Site or any part of it (save in accordance with the terms of the Contract);
- (i) not use or occupy the Authority Sites for any purpose other than the provision of the Contractor Deliverables;
- (j) not deposit or manufacture on the Authority Sites any materials which are not required for the provision of the Contractor Deliverables;

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(k) not store materials or park vehicles in the immediate external vicinity of the boundaries of the Authority Sites other than for reasonable periods necessary for loading and unloading; and

(l) not without the Approval of the Authority's Representative erect any temporary structure.

9 DELIVERY AND ACCEPTANCE

9.1 CRITERIA DEFINED WITHIN THE CONTRACT

9.1.1 Delivery and Acceptance criteria are detailed within the Schedule 0 (Terms and Conditions) and Schedule 3 (SoSR).

9.1.2 The following DEFCONs are related to Delivery and Acceptance and shall be incorporated into the Schedule 0 (Terms and Conditions); 5J, 23, 113, 129, 129J, 507, 524, 524A, 525, 528, 602A, 612, 621A, 621B, 624 and 644.

9.1.3 For the avoidance of doubt, any Articles receipted by the Contractor become Issued Property subject to DEFCON 611 at the point of receipt at the Contractor Establishment.

Annex A - MoD Material Available to the Contractor (Mk 151 LRUs and Spares)

[REDACTED – Under FOIA Section 43, Commercial Interests]

Annex B - MoD Material Available to the Contractor (Mk 951 LRUs and Spares).
[REDACTED – Under FOIA Section 43, Commercial Interests]

Annex C - MoD Material Available to the Contractor (Tools and Test Equipment).
[REDACTED – Under FOIA Section 43, Commercial Interests]

Annex D – Government Furnished Facilities (GFF)

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Annex E - Government Furnished Services (GFS)

Resource Type	Description	Requirement

Annex F - Government Furnished Information (GFI)

Requirement	Description
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SCHEDULE 15

SPARE PARTS PRICE CATALOGUE (SPPC)

1 . Requirement

1.1 The Contractor shall deliver an annual Spare Parts Price Catalogue, for the supported range of spares, no later than 10 (ten) Business Days from the end of March each year (CDRI TBD).

1.2 The first SPPC will be delivered no later than 30 April 2022 using the file reference 20220430 SPPC.

1.3 20220430 SPPC will be updated in line with 1.1.