

	2A(6) of the First Schedule to the Registered Designs Act 1949;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.gov.uk/acquisition-operating-framework ;
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk ;
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Contract Condition "Delivery / Collection" and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables, or the relevant portion of them are to be Delivered or made available for Collection;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Effective Date of Contract	means the date specified on the Authority's acceptance letter. For example the DEFFORM 159, or where the standstill period applies, the relevant Notice of Entry into Contract letter;
Firm Price	means a price (Excl. VAT) which is not subject to variation;
Full Service Provision	means the provision by the Contractor of all of the Contractor Deliverables in accordance with the Conditions of this Contract;
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the tender or negotiations which preceded the award of the Contract;
Key Performance Indicators	means the agreed method of monitoring and measuring the Contractor's performance against the Contract as set out in Section L (Processes) where this Contract includes Core Plus condition "Key Performance Indicators and Performance Management" ;
Legislation	means in relation to the United Kingdom: <ul style="list-style-type: none"> a. any Act of Parliament; b. any subordinate Legislation within the meaning of section 21 of the Interpretation Act 1978; c. any exercise of the Royal Prerogative; or d. any enforceable community right within the meaning of section 2 of the European Communities Act 1972;
Minor Change	means any change that does not significantly/materially affect the nature of the Contractor Deliverables;
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
Overseas Contractor	shall mean a Contractor that is registered and/or based outside of the UK;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;

Schedule of Requirements	means Schedule 2 (Schedule of Requirements) which identifies, either directly or by reference, Contractor Deliverables to be provided, the performance dates involved and the price or pricing terms in relation to each Contractor Deliverable;
Specification	means Schedule 6 (Statement of Work) which provides the detailed description of the Contractor Deliverables and sets out any performance dates by which the Contractor shall provide such Contractor Deliverables;
Subcontractor	means any person engaged by the Contractor from time to time as may be permitted by the Contract to provide the Contractor Deliverables (or any part thereof);
Supported Businesses	means establishments or services where more than 50% of the workers are disabled persons who by reason of the nature or severity of their disability are unable to take up work in the open labour market;
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

Schedule 2

Name and Address of Contractor:

EL Aviation Ltd
Laurence Walter House
Addison Road
Chilton Industrial Estate
Sudbury
Suffolk
CO10 2YW

MINISTRY OF DEFENCE
 Schedule of Requirements For

**Repairs, Calibration,
 Maintenance and Spares
 Supply For Aircraft Component
 Test Equipment**

Contract No:

LSBU7/0191

Table 1 – Articles Required

Item No.	Description	Quantity	Firm Price (£) EX VAT
1	Repair and Commissioning / Decommissioning of Equipment and/or Components covering items at Tables 1 and 2 at Schedule 6 . All work shall be undertaken in accordance with the Statement of Work (SOW) Schedule 6	As Required	Repairs shall be authorised by Task Data Sheet (TDS) at Schedule 11 Pricing shall be in accordance with agreed hourly rates at Schedule 15
2	On-site Calibration and servicing of Test Rigs, Oil Conditioning Units (OCU's) and Variable Speed Constant Frequency (VSCF) Interface Test Boxes located at Table 2 of Schedule 6 as authorised by the Technical Manager. All work shall be undertaken in accordance with Schedule 6 .	As Required	On-Site Calibration and Servicing shall be authorised by Task Data Sheet (TDS) at Schedule 11 . Pricing shall be in accordance with those shown at Annex A to Schedule 2.
3		As Required	Storage of GFA items on contract award to be used in support of the repair element.
4	Spares Support Tasks in accordance with Schedule 6	As Required	Pricing shall be in accordance with the agreed rates at Schedule 15 and shall be authorised via Task Data Sheet (TDS) on an annual basis.
	Maintenance of Technical Documentation at Table 4 of Schedule 6	As Required	Authorised on submission of TDS at Schedule 11

Packaging Requirements:

Commercial Packaging and Labelling in accordance with **K3, K4 and K9** of any resultant Contract. Where applicable Articles requiring Military Level Packaging are to be packaged by a Contractor approved under the Military Packager Accreditation Scheme (MPAS) to the appropriate Packaging Levels (where required) As per individual Order in accordance with **K3, K4 and K9** of any resultant Contract.

Table 2 – Delivery of Articles

To be completed in accordance with the timescales and delivery agreed on the individual Task Data Sheets at **Schedule 11**

CONDITIONS OF CONTRACT

This Contract is subject to:
Terms and Conditions of Contract