

## Schedule 1 - Definitions of Contract

<b>Articles</b>	means the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports. <b>(This definition only applies when DEFCONs are added to these Conditions);</b>
<b>Authority</b>	means the Secretary of State for Defence acting on behalf of the Crown;
<b>Authority's Representative(s)</b>	shall be those person(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of condition 8;
<b>Business Day</b>	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
<b>Central Government Body</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency;
<b>Collect</b>	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with clause 28.c and Collected and Collection shall be construed accordingly;
<b>Commercial Packaging</b>	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)
<b>Conditions</b>	means the terms and conditions set out in this document;
<b>Consignee</b>	means that part of the Authority identified in Schedule 3 (Contract Data Sheet) to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;
<b>Consignor</b>	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
<b>Contract</b>	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);
<b>Contract Price</b>	means the amount set out in Schedule 2 (Schedule of

Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.

<b>Contractor</b>	means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
<b>Contractor Commercially Sensitive Information</b>	means the Information listed in the completed Schedule 5 (Contractor's Commercially Sensitive Information Form), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;
<b>Contractor Deliverables</b>	means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;
<b>Control</b>	means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
<b>CPET</b>	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>Dangerous Goods</b>	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code; e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.

<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	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;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date specified on the Authority's acceptance letter;
<b>Evidence</b>	means either: a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
<b>Government Furnished Assets (GFA)</b>	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General

	requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;
<b>Information</b>	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;
<b>Issued Property</b>	means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Legal and Sustainable</b>	means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement”. The edition current on the day the Contract documents are issued by the Authority shall apply;
<b>Legislation</b>	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
<b>Military Level Packaging (MLP)</b>	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;
<b>Military Packager Approval Scheme (MPAS)</b>	is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);
<b>Military Packaging Level (MPL)</b>	shall have the meaning described in Def Stan 81-041 (Part 1);
<b>MPAS Registered Organisation</b>	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;
<b>MPAS Certificated Designer</b>	shall mean an experienced Packaging designer trained and certified to MPAS requirements;
<b>NATO</b>	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;
<b>Notices</b>	shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
<b>Overseas</b>	shall mean non UK or foreign;
<b>Packaging</b>	Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of

	<p>the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	<p>shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;</p>
<b>Parties</b>	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
<b>Primary Packaging Quantity (PPQ)</b>	<p>means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);</p>
<b>Recycled Timber</b>	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ol style="list-style-type: none"><li>pre-consumer reclaimed wood and wood fibre and industrial by-products;</li><li>post-consumer reclaimed wood and wood fibre, and driftwood;</li><li>reclaimed timber abandoned or confiscated at least ten years previously;</li></ol> <p>it excludes sawmill co-products;</p>
<b>Safety Data Sheet</b>	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
<b>Schedule of Requirements</b>	<p>means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;</p>
<b>Short-Rotation Coppice</b>	<p>means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;</p>
<b>Specification</b>	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);</p>
<b>STANAG 4329</b>	<p>means the publication NATO Standard Bar Code Symbologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a>;</p>
<b>Subcontractor</b>	<p>means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly;</p>
<b>Timber and Wood-Derived Products</b>	<p>means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing</p>

processes obscure the wood element;

**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;

**Virgin Timber**

means Timber and Wood-Derived Products that do not include Recycled Timber.

**Annex A to Schedule 1 – Additional Definitions of Contract iaw. Conditions 45 - 47  
(Additional Conditions)**

Not applicable

**Schedule 2 - Schedule of Requirements for Contract No: SPMAP/0093**

Milestone Payment Plan for Bell 212 Aircraft Modifications

Serial	Milestone	Entry Criteria	Exit Criteria <sup>1</sup>	Date <sup>2</sup>	Value £
1	Deposit for Line Replaceable Units	The Contractor shall: a. Procure Line Replaceable Units in accordance with Letter of Intent.	The Contractor shall either: a. Provide evidence that the deposit for the LRUs have been paid by the Contractor. b. Provide evidence such as a liability report that the Contractor owes the deposit payment.	1 week from Contract Award	██████████
2	Preliminary Design Review	The Contractor shall: a. Convene a Preliminary Design Review to be chaired by the Authority held at a venue to be agreed with the Authority. b. Present the outline General Arrangement (GA) drawings for each modification. c. Outline delivery dates for Line Replaceable Units (LRUs) and Modification Kits. d. Outline embodiment schedule up to completion of Trial Installation (TI) aircraft.	The Contractor shall: a. Provide Draft Design specifications for each of the modifications to the satisfaction of the Local Technical Committee Stakeholders (TAA, RTSA, Mil CAM). b. Approval shall be confirmed on acceptance of PDR minutes provided by the Contractor.	+2 weeks from Contract Award	██████████
3	Line Replaceable Units	The Contractor shall: a. Procure Line Replaceable Units for the modification package.	The Contractor either shall: a. Provide evidence that the LRUs have been received by the Contractor. b. Provide evidence such as a liability	W/C 26 <sup>th</sup> March 2018	██████████

<sup>1</sup> Exit criteria is in accordance with Schedule 8 Acceptance procedure and payment will be subject to acceptance of each milestone.

<sup>2</sup> Note that the dates provided are indicative

Serial	Milestone	Entry Criteria	Exit Criteria <sup>1</sup>	Date <sup>2</sup>	Value £
			report that the Contractor owes the payment.		
4	Critical Design Review	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Convene a Critical Design Review to be chaired by the Authority held at a venue to be agreed with the Authority.</li> <li>b. Present updated GA drawings.</li> <li>c. Present any changes to the delivery dates of the LRUs or Modification Kits.</li> <li>d. Present any changes to the embodiment schedule.</li> <li>e. Present any identified risks to the embodiment schedule up to completion of TI aircraft.</li> </ul>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide updated Draft Design specifications of the modifications to the satisfaction of the Local Technical Committee Stakeholders (TAA, RTSA, Mil CAM).</li> <li>b. Provide the following Draft documentation: <ul style="list-style-type: none"> <li>i. Change Embodiment and Approval.</li> <li>ii. Certification Plan.</li> <li>iii. Instructions for Continued Airworthiness.</li> <li>iv. Safety/Hazard Analysis.</li> <li>v. Weight &amp; Balance Changes.</li> <li>vi. Flight Manual Supplement Amendment.</li> <li>vii. Aircrew Manual amendment.</li> </ul> </li> </ul>	+ 6 weeks	██████████
5	TI Kit	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Procure TI Kit.</li> </ul>	<p>The Contractor either shall:</p> <ul style="list-style-type: none"> <li>a. Provide evidence that the TI Kit has been received by the Contractor.</li> <li>b. Provide evidence such as a liability report that the Contractor owes the payment.</li> </ul>	+8 weeks	██████████
6a	TI Complete / Final Design Review on all Modifications except Global Navigation Satellite System (GNSS)	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Installation of the modifications, excluding the GNSS, complete.</li> <li>b. Convene a Final Design Review, excluding the GNSS, to be chaired</li> </ul>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide documentation to demonstrate that the Trial Installation, excluding the GNSS, is complete.</li> </ul>	+19 weeks	██████████

Serial	Milestone	Entry Criteria	Exit Criteria <sup>1</sup>	Date <sup>2</sup>	Value £
		<p>by the Authority held at a venue to be agreed with the Authority.</p> <ul style="list-style-type: none"> <li>c. Present the Final Design of each of the modifications, excluding the GNSS, embodied.</li> <li>d. Present the draft CTT training syllabus, excluding the GNSS, amendment.</li> <li>e. Present the draft syllabus, excluding the GNSS, for the Train The Trainer course.</li> </ul>	<ul style="list-style-type: none"> <li>b. Provide an EASA Certified Design for each of the modifications, excluding the GNSS, to the satisfaction of the Local Technical Committee (TAA, RTSA, Mil CAM). To include:               <ul style="list-style-type: none"> <li>i. Change Embodiment and Approval.</li> <li>ii. Instructions for Continued Airworthiness.</li> <li>iii. Any Flight Manual Supplements/Change Sheets required.</li> <li>iv. Certification Plan.</li> <li>v. Weight &amp; Balance Changes.</li> <li>vi. Electrical Load Analysis/Changes.</li> <li>vii. Safety Assessment / Hazard Analysis.</li> </ul> </li> <li>c. Amended CTT training syllabus approved by the Authority.</li> <li>d. Train The Trainer syllabus approved by the Authority.</li> <li>e.</li> </ul>		
6b	TI Complete / Final Design Review on GNSS	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Installation of the GNSS modification complete.</li> <li>b. Convene a Final Design Review for eh GNSS to be chaired by the Authority held at a venue to be agreed with the Authority.</li> <li>c. Present the Final Design of the GNSS.</li> <li>d. Present the draft CTT training syllabus amendment for the GNSS.</li> </ul>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide documentation to demonstrate that the Trial Installation for GNSS is complete.</li> <li>b. Provide an EASA Certified Design for the GNSS to the satisfaction of the Local Technical Committee (TAA, RTSA, Mil CAM). To include:               <ul style="list-style-type: none"> <li>viii. Change Embodiment and Approval.</li> </ul> </li> </ul>	+19 weeks	<div style="background-color: black; width: 100px; height: 20px;"></div>

Serial	Milestone	Entry Criteria	Exit Criteria <sup>1</sup>	Date <sup>2</sup>	Value £
		<ul style="list-style-type: none"> <li>e. Present the draft syllabus for the Train The Trainer course for the GNSS.</li> </ul>	<ul style="list-style-type: none"> <li>ix. Instructions for Continued Airworthiness.</li> <li>x. Any Flight Manual Supplements/Change Sheets required.</li> <li>xi. Certification Plan.</li> <li>xii. Weight &amp; Balance Changes.</li> <li>xiii. Electrical Load Analysis/Changes.</li> <li>xiv. Safety Assessment / Hazard Analysis.</li> <li>c. Amended CTT training syllabus approved by the Authority.</li> <li>d. Train The Trainer syllabus approved by the Authority.</li> </ul>		
7	Series Aircraft Modification Kits	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Procure Modification Kits.</li> </ul>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide evidence that the TI Kit has been receipted by the Contractor.</li> <li>b. Provide evidence such as a liability report that the Contractor owes the payment.</li> </ul>	TBC	██████████
8	Aircraft 2 / 3	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Install the modification package to aircraft 2 and 3.</li> <li>b. Approved Train the Trainer syllabus.</li> </ul>	<p>The Contractor shall:</p> <ul style="list-style-type: none"> <li>a. Provide documentation to demonstrate that the Installation is complete on aircraft 2 and 3 and the aircraft are serviceable.</li> <li>b. Authority Qualified Helicopter Instructors (QHIs) completed the Train the Trainer course.</li> </ul>	TBC	██████████
9	Aircraft 4 / 5	The Contractor shall:	The Contractor shall:		

Serial	Milestone	Entry Criteria	Exit Criteria <sup>1</sup>	Date <sup>2</sup>	Value £
		a. Install the modifications to aircraft 4 and 5.	a. Provide documentation to demonstrate that the Installation is complete on aircraft 4 and 5 and the aircraft are serviceable.	TBC	[REDACTED]

**Total**      **£1,519,701.12**

## Schedule 3 – Contract Data Sheet

### General Conditions

#### Condition 2 – Duration of Contract:

The Contract expiry date shall be: 31 March 2019

#### Condition 4 – Governing Law:

Contract to be governed and construed in accordance with:

English Law

Scots Law  clause 4.d shall apply

Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows:

#### Condition 8 – Authority's Representatives:

The Authority's Representatives for the Contract are as follows:

Commercial: Emily Leach - DES SPMAP-ComrcIOffr-3 (as per DEFFORM 111)

Project Manager: DES SPMAP-FCAP-RW-Brunei-Eng2 (as per DEFFORM 111)

#### Condition 19 – Notices:

Notices served under the Contract shall be sent to the following address:

Authority: Emily Leach - DES SPMAP-ComrcIOffr-3 (as per DEFFORM 111)

Contractor: howard.smith@Cobham.com

Notices can be sent by electronic mail?

#### Clause 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

Type: Progress Meeting

Frequency: 1 month following receipt of monthly progress report

Location: Abbey Wood, Basingstoke or teleconference

Attendees: DES SPMAP-FCAP-RW-Brunei-Eng2, Project Manager representative from Cobham, Mil CAM (if applicable), Commercial representative (if applicable)

#### Clause 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

Type: Progress Report

Frequency: On a monthly basis, at least two working days prior to the monthly progress meeting

Content: Information required and the format of report in accordance with the template at Annex D and the financial management report at Annex H.

Reports shall be Delivered to the following address: DESSPMAP-FCAP-RW-Brunei-Eng2@mod.gov.uk

## Supply of Contractor Deliverables

### Condition 21 – Quality Assurance:

Is a Deliverable Quality Plan required for this Contract?  (tick as appropriate)

If required, the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

#### Other Quality Assurance Requirements:

AQAP 2110  
DEFSTAN 05-61 Part 1 & 4

### Condition 22 – Marking of Contractor Deliverables:

Special Marking requirements:

N/A

### Condition 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)

to be Delivered by the following date: 28 February 2017

### Condition 25 – Timber and Wood-Derived Products:

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial)

to be Delivered by the following date: 28 February 2017

### Condition 26 – Certificate of Conformity:

Is a Certificate of Conformity required for this Contract?  (tick as appropriate)

Applicable to Line Items: All of the Milestones agreed

If required, does the Contractor Deliverables require traceability throughout the supply chain?   
(tick as appropriate)

Applicable to Line Items: All of the Milestones agreed

**Clause 28.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor:

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

**Clause 28.c - Collection by the Authority:**

The following Line Items are to be Collected by the Authority:

Special Delivery Instructions:

Each consignment is to be accompanied by a DEFFORM 129J.

Consignor details (in accordance with 28.c.(4)):

Line Items:           Address: [redacted]

Line Items:           Address: [redacted]

Consignee details (in accordance with condition 23):

Line Items: [redacted] Address: [redacted]

Line Items: [redacted] Address:

**Condition 30 – Rejection:**

The default time limit for rejection of the Contractor Deliverables is thirty (30) days unless otherwise specified here:

The time limit for rejection shall be 30 Business Days.

**Condition 32 – Self-to-Self Delivery:**

Self-to-Self Delivery required?            (tick as appropriate)

**Pricing and Payment**

**Condition 35 – Contract Price:**

All items/deliverables detailed in the Milestone Payment Plan (to be agreed) shall be FIRM Price

**Termination**

**Condition 42 – Termination for Convenience:**

The Notice period for terminating the Contract shall be twenty (20) days unless otherwise specified here:

The Notice period for termination shall be 20 Business Days

**Other Addresses and Other Information** (*forms and publications addresses and official use information*)

See Annex A to Schedule 3 (DEFFORM 111)

**Schedule 3  
Annex A**

DEFFORM 111

(Edn 11/17)

Appendix - Addresses and Other Information

**1. Commercial Officer**

Name: Emily Leach  
Address: NH1 Spruce 0B #1013  
MOD Abbey Wood  
Bristol  
BS34 8JH  
Email: emily.leach101@mod.gov.uk

**8. Public Accounting Authority**

- Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5394

**2. Project Manager, Equipment Support Manager or PT Leader**  
(from whom technical information is available)

Name: Gareth Morgan  
Address: NH1 Spruce 0B #1013  
MOD Abbey Wood  
Bristol  
BS34 8JH  
Email: gareth.morgan240@mod.gov.uk

**9. Consignment Instructions**

The items are to be consigned as follows:

**3. Packaging Design Authority**

Organisation & point of contact:

(Where no address is shown please contact the Project Team in Box 2)

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

**B. JSCS**

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

[www.freightcollection.com](http://www.freightcollection.com)

**4. (a) Supply / Support Management Branch or Order Manager:**  
**Branch/Name:**

**Tel No:**

**(b) U.I.N.**

**11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**5. Drawings/Specifications are available from**

**6. INTENTIONALLY BLANK**

**12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management  
PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:** [DESLCSLS-](mailto:DESLCSLS-)

[OpsFormsandPubs@mod.uk](mailto:OpsFormsandPubs@mod.uk)

**7. Quality Assurance Representative:**

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**\*NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the **MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.**

## **Schedule 4 - Contract Change Control Procedure (i.a.w. clause 6.b) for Contract No: SPMAP/0093**

### **1. Authority Changes**

Subject always to Condition 6 (Amendments to Contract), the Authority shall be entitled, acting reasonably, to require changes to the Contractor Deliverables (a "Change") in accordance with this Schedule 4.

### **2. Notice of Change**

- a. If the Authority requires a Change, it shall serve a Notice (an "Authority Notice of Change") on the Contractor.
- b. The Authority Notice of Change shall set out the change required to the Contractor Deliverables in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clause 3 below.

### **3. Contractor Change Proposal**

- a. As soon as practicable, and in any event within fifteen (15) Business Days (or such other period as the Parties may agree) after having received the Authority Notice of Change, the Contractor shall deliver to the Authority a Contractor Change Proposal.
- b. The Contractor Change Proposal shall include:
  - (1) the effect of the Change on the Contractor's obligations under the Contract;
  - (2) a detailed breakdown of any costs which result from the Change;
  - (3) the programme for implementing the Change;
  - (4) any amendment required to this Contract as a result of the Change, including, where appropriate, to the Contract Price; and
  - (5) such other information as the Authority may reasonably require.
- c. The price for any Change shall be based on the prices (including all rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change.

### **4. Contractor Change Proposal – Process and Implementation**

- a. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:
  - (1) evaluate the Contractor Change Proposal;
  - (2) where necessary, discuss with the Contractor any issues arising and following such discussions the Authority may modify the Authority Notice of Change and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties may agree) after receipt of such modification, submit an amended Contractor Change Proposal.
- b. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:
  - (1) indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Amendments to Contract); or
  - (2) serve a Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued) the Authority Notice of Change.
- c. If the Authority rejects the Change Proposal it shall not be obliged to give its reasons for such rejection.
- d. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred unless a Contractor Change Proposal has been accepted in accordance with Clause 4b.(1) above.

## **5. Contractor Changes**

If the Contractor wishes to propose a Change, it shall serve a Contractor Change Proposal on the Authority, which shall include all of the information required by Clause 3b above, and the process at Clause 4 above shall apply.

**Schedule 5 - Contractor's Commercially Sensitive Information Form (i.a.w. condition 13)  
for Contract No: SPMAP/0093**

Contract No: SPMAP/0093

Description of Contractor's Commercially Sensitive Information:  
Details of Proposal Pricing

Cross Reference(s) to location of sensitive information:  
DEFFORM47A (Offer)  
DEFFORM 815 Contract Pricing Statement  
Supporting Price Breakdown Information

Explanation of Sensitivity:  
These sections give details of our pricing for the SPMAP/0093

Details of potential harm resulting from disclosure:  
Release of this information would damage CHS's ability to bid for further rotary wing work as it would result in potential competitors understanding Cobham's approach to pricing as well as that of the principle subcontractor.

Period of Confidence (if applicable):  
As CHS intend to continue to bid for further MoD rotary wing contracts in the future, the information above remains commercially sensitive for 10 years

Contact Details for Transparency / Freedom of Information matters:  
Name : Howard Smith  
Position : Commercial Manager  
Address : Jameson House, Lutyens Close, Chineham, Basingstoke, RG24 8AG  
Telephone Number : 01256 316108  
Email Address : howard.smith@cobham.com

**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied  
under the Contract: Data Requirements for Contract No: SPMAP/0093**

**Hazardous Contractor Deliverables, Materials or Substances  
Statement by the Contractor**

Contract No: SPMAP/0093

Contract Title: Bell 212 Aircraft Modifications

Contractor: F B Heliservices trading as Cobham Helicopter Services (CHS)

Date of Contract: 2018

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

\* check box () as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Defence Safety Authority (DSA)  
Movement Transport Safety Regulator (MTSR)  
Hazel Building Level 1, #H019  
MOD Abbey Wood (North)  
Bristol BS34 8QW



## **Schedule 8 - Acceptance Procedure (i.a.w. condition 29) for Contract No: SPMAP/0093**

The acceptance procedure shall take the form of a stepped acceptance, based on a series of Design Meetings and an Evaluation Flight. The modifications shall be reviewed in the following sequence:

1. Preliminary Design Review (PDR)

Provide Draft Design specifications for each of the modifications to the satisfaction of the Local Technical Committee Stakeholders (TAA, RTSA, Mil CAM)(run concurrently with the PDR).

2. Critical Design Review (CDR)

Provide updated Draft Design specifications of the modifications to the satisfaction of the Local Technical Committee Stakeholders (TAA, RTSA, Mil CAM)(run concurrently with the CDR).

Provide the following Draft documentation:

- Change Embodiment and Approval.
- Certification Plan.
- Instructions for Continued Airworthiness.
- Safety/Hazard Analysis.
- EMC Test Report.
- Weight & Balance Changes.
- Flight Manual Supplement Amendment.
- Aircrew Manual amendment.

3. Trial Installation / Flight Assessment

Evaluation Flight by an Authority SQEP Pilot to confirm correct operation of the modifications.

4. Final Design Review (FDR)

Provide an EASA Certified Design for each of the modifications to the satisfaction of the Configuration Control Board (TAA, RTSA, Mil CAM)(run concurrently with the FDR).