



Ministry  
of Defence



TORPEDOES REPAIR AND MAINTENANCE  
TTHC/0017

ANNEX I

ASSUMPTIONS, EXCLUSIONS AND LIMITATIONS

(AELs)

**AMENDMENT HISTORY**

<b>Issue</b>	<b>Date</b>	<b>Originator</b>	<b>Comments</b>
1	October 2019	TTH Commercial	Final Version as at Contract Award

<b>Ref. No</b>	<b>AEL Title</b>	<b>Description</b>
AEL 1	Legislation, ITAR, Regulations and Standards	The Contract Price is based on legislation, ITAR regulations and standards prevailing at the date of Contract Agreement, except where both parties have previously agreed to adopt earlier versions of any standards.
AEL 2	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>
AEL 3	Spearfish Transition from Mod 0 to Mod 1	The transition from Spearfish Mod 0 to Mod 1 will depend on a number of factors, including, but not limited to, the submarine programme, combat systems programme, Mod 1 programme, and DM performance. The Contractor reserves the right to agree a Contract Amendment to take account of the effects on the TRAM price and programme resulting from any change to the period of transition. <i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>
AEL 4	Spearfish Mod 0 and Sting Ray Mod 1 Legacy Material	The Contractor does not accept any liability (including the inability to achieve the torpedo reliability requirements or Equipment Characteristics) due to the failure of Spearfish Mod 0 and Sting Ray Mod 1 legacy material that occurs in-service or is identified through surveillance activity. Liability for any defects would be determined in accordance with the Warranty Schematic attached to this contract.
AEL 5	Waste Electrical and Electronic (WEEE) Directive 2007 and Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (RoHS) Regulations 2005 (SI 2006 No. 1463).	The work done by the Contractor relating to its own products is considered to be out of scope of the Govt's WEEE Regs and the UKs RoHS regs. This is because it is classified as "necessary for the protection of the essential interests of the security of member states' including Arms, Munitions, War Materiel intended for specifically military purposes". With no known defence applications.
AEL 6	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>
AEL 7	Government Furnished Assets (GFA)	In the event that the Authority does not fulfil its GFA obligations under the Contract. The Parties shall consider and discuss a Contract Amendment to address any impact on price, schedule and TCIF cost share.
AEL 8	SSCRs	The SSCR Contract Pricing and Contract Reporting Plans shall be delivered within 30 days of contract

		signature.
AEL 9	Spearfish Start Grains and Igniters.	Work relating to the assessment of Spearfish Start Grains and Igniters continues under the TCC and a way forward will need to be agreed between both parties following the issue of the Reliability Report by the Company. As a consequence, any additional work associated with Start Grains and Igniters development is excluded from this contract.
AEL 10	Spearfish Electrically Initiated Protractors	The Contract Price does not include the provision of Spearfish Electrically-Initiated Protractors as the Contractor is currently engaged in locating a suitable source of supply for these items. The Contractor shall provide a separate proposal for the Protractors once a supplier has been identified and a quotation obtained from them.
AEL 11	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>
AEL 12	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>	<i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i>
AEL 13	Re-Life & Refurbishment	Re-life and refurbishment of the Sting Ray Automatic Test Sets at [ <i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i> ] has been excluded from the Contract Price.
AEL 14	Repair	In the event that any of the Sting Ray Automatic Test Sets at [ <i>Text has been redacted under the exemptions set out by the Freedom of Information Act.</i> ] is deemed BER by DM and requires replacement then this is excluded from the Contract Price.
AEL 15	Re-Life & Refurbishment	Re-life and refurbishment of the reference weapons and test facilities has been excluded from the Contract Price.
AEL 16	Re-Life & Refurbishment	Re-life and refurbishment of the Spearfish high fidelity simulation model is not required and has therefore been excluded from the Contract Price.
AEL 17	Re-Life & Refurbishment	Re-life and refurbishment of the Recovery Training Dummies (RTD) is not required and is therefore excluded from the Contract Price.
AEL 18	Re-Life & Refurbishment	Re-life and refurbishment of the SWSU and SUSU is not required and is therefore excluded from the Contract Price.
AEL 19	Change of Law	A Change In Law shall be reasonably considered as a basis for a Contract Change under clause 9.3. A change

		<p>of interpretation of a regulatory requirement by a regulatory authority with whose regulations the Contractor must comply with shall only be treated as a Change In Law if the Contractor demonstrates to the Authority that there has been such a change of interpretation, provided that in no circumstances shall the Contractor be able to claim that there has been a change of interpretation of a regulation by a regulator if the Contractor has not complied with a regulation and the regulator is not requiring the Contractor to comply with it.</p>
AEL 20	Change of Law	<p>A Change In Law shall be reasonably considered as a basis for a contract change under clause 9.3. A Change In Law resulting from the United Kingdom's exit from the European Union shall not be regarded as reasonably foreseeable (and rejected on that basis) merely because of the fact that it was foreseeable that changes of Law would take place as a result of the United Kingdom's exit from the European Union</p>