



Sea King ASaC Full Mission Trainer (FMT) Support

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the Contract;

Contractor Commercially Sensitive Information means the information listed as such in the Contract, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule of requirements.

Effective Date of Contract means the date stated on the Contract or, if there is no such date stated, the date upon which both Parties have signed the Contract;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable 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;

Legislation 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.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

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.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights under the Contract.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and

without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

5 Transparency

- a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.
- c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.
- d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

- a. A Notice served under the Contract shall be:
 - (1) in writing in the English Language;
 - (2) authenticated by signature or such other method as may be agreed between the Parties;
 - (3) sent for the attention of the other Party's representative, and to the address set out in the Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, by electronic mail.
- b. Notices shall be deemed to have been received:
 - (1) if delivered by hand, on the day of delivery if it is a Business Day in the place of receipt, and otherwise on the first Business Day in the place of receipt following the day of delivery;
 - (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
 - (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.

c. The Contractor shall ensure that the Contractor Deliverables:

- (1) correspond with the specification;
- (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
- (3) comply with any applicable Quality Assurance Requirements specified in the Contract.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract:

- (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
- (2) the International Maritime Dangerous Goods (IMDG) Code;
- (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
- (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No

1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

- (1) Information required by the Chemicals (Hazardous Information and Packaging for Supply) (CHIP) Regulations 2009 and / or the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
- (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

10 Delivery / Collection

a. The Contract shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.

b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.

c. The Authority shall be deemed to have accepted the Contractor Deliverables thirty (30) days after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

a. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:

- (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
- (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
- (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.

b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the Contract and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings.

14 Payment

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

c. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

d. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

15 Dispute Resolution

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any subcontractor (or anyone acting on its behalf or any of its or their employees):

(1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;

(2) commits or has committed any prohibited act or any offence under the Prevention of Corruption Acts 1889 – 1916, under sub sections 108 – 109 of the Anti-Terrorism or Crime and Security Act 2001 before these Acts or sub sections are revoked or an offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;

(3) has entered into this or any other contract with the Crown 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.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

(1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;

(2) give 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 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 is that of such employee.

Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 531 (SC1)

DEFCON 503 (SC1)

DEFCON 611 (SC1)

DEFCON 658 (SC1): a cyber risk assessment was completed for this requirement RAR- [REDACTED]. The cyber risk assessment produced a cyber risk profile of 'low'.

DEFCON 76 (SC1) The liability of the contractor under clause 4 of DEFCON 76 is limited to [REDACTED] per incident.

20 The special conditions that apply to this Contract are:

a. Payment shall be made in accordance with the payment plan at schedule 5 to the contract.

21 The processes that apply to this Contract are:

Schedule 1 – Additional Definitions to Contract

- **Equipment** means the Sea King Mark 7 Full Mission Trainer.
- **Sea King Mark 7 Full Mission Trainer** is defined by the Master Record Index (4309-MRI) Rev 9 with the following deletions:

No	Title of Assembly	Drawing No.	Issue at UMC
[REDACTED]	SOFT REPEATS PC ASSEMBLY	[REDACTED]	D
[REDACTED]	VMS EXPANSION PC ASSEMBLY	[REDACTED]	D
[REDACTED]	VIU PSU ASSEMBLY	[REDACTED]	B

These deletions will be reflected in the next revision of the MRI ((4309-MRI) Rev 10) to be delivered in the baseline document pack.

- **Master Documentation** means the totality of the documentation that applies to the design, manufacture, servicing and use of the Equipment. This includes 4309 Engineering Data Pack June 2018, Baseline Documentation Pack June 2018 and PDS 13.3.
- **Services Technical Publications** means the documentation supplied for use by the Royal Navy to operate and maintain the Equipment.

Schedule 3 - Contract Data Sheet for Contract No: HELSME/0013

<p>Contract Period</p>	<p>Effective date of Contract: Date of Contract award (contractor acceptance via signature on Deform 10b). The Contract expiry date shall be: 30 September 2019</p>
<p>Clause 6 - Notices</p>	<p>Notices served under the Contract CANNOT be transmitted by electronic mail</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: [REDACTED]</p> <p>Contractor: [REDACTED]</p>
<p>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</p>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>No</p> <p>Other Quality Assurance Requirements:</p> <p>As detailed in point 6.3 of the Statement of Requirements (Schedule 6 to the contract):</p> <p>The Contractor shall operate a Quality System that is certified to ISO9100 2008 or 2015 and also meets the requirements of AQAP 2130 and the other Contractual Quality Conditions.</p> <p>The Contractor shall identify and ensure that suitable Quality Assurance procedures and representatives are allocated to the programme at all times as necessary</p>

<p>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</p>	<p>A completed DEFFORM 68 (Hazardous Articles, 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:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) [REDACTED]</p> <hr/> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority’s Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
<p>Clause 10 – Delivery/ Collection</p>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor</p>
<p>Clause 12 – Packaging and Labelling of Contractor Deliverables</p>	<p>Additional packaging requirements: Not Applicable</p>

<p>Clause 13 – Progress Meetings</p>	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: Progress review meeting</p> <p>Frequency: every [REDACTED] from date of contract award</p> <p>Location: at [REDACTED] or [REDACTED] as agreed between the parties</p>
<p>Clause 13 – Progress Reports</p>	<p>The Contractor is required to submit the following Reports:</p> <p>Type: minutes from the [REDACTED] progress review meetings</p> <p>Frequency: within [REDACTED] days of each [REDACTED] progress review meeting</p> <p>Method of Delivery: email</p> <p>Delivery Address: to the commercial representative [REDACTED]</p>

Appendix - Addresses and Other Information

1. Commercial Officer
Name: [REDACTED]
[REDACTED]
[REDACTED]
Email: [REDACTED]

8. Public Accounting Authority
1. Returns under DEFCON 694 (or SC equivalent) should be sent to [REDACTED]
[REDACTED]
[REDACTED]
2. For all other enquiries contact [REDACTED]
[REDACTED]
[REDACTED]

2. Project Manager, Equipment Support Manager or PT Leader
(from whom technical information is available)
Name: [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

9. Consignment Instructions: Not Applicable

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. [REDACTED]
[REDACTED]
Air Freight Centre
IMPORTS [REDACTED]
EXPORTS [REDACTED]
Surface Freight Centre
[REDACTED]
[REDACTED]
B. JSCS
JSCS Helpdesk No. [REDACTED]
JSCS Fax No. [REDACTED]
[REDACTED]

4. (a) Supply / Support Management Branch or Order
Manager: Merlin Delivery Team

(b) [REDACTED]

5 Drawings/Specifications are available from: Merlin Commercial Branch

11. The Invoice Paying Authority
[REDACTED] | [REDACTED]
[REDACTED]
[REDACTED] Fax: [REDACTED]
[REDACTED] Website is: [REDACTED]
[REDACTED]
[REDACTED]

6. Intentionally Blank

12. Forms and Documentation are available through *:
[REDACTED]
[REDACTED]
[REDACTED]
Applications via fax or email [REDACTED]

7. Quality Assurance Representative:
Name: [REDACTED]

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

AQAPS and DEFSTANs are available from [REDACTED], for access to the documents and details of the helpdesk visit [REDACTED] (intranet) or [REDACTED] (extranet, registration needed).

* NOTE
1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: [REDACTED]
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 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)
for Contract No: HELSME/0013**

Contract No: HELSME/0013
Description of Contractor's Commercially Sensitive Information: Thales advise that all elements of our proposal would count as sensitive information.
Cross Reference(s) to location of sensitive information: As stated above.
Explanation of Sensitivity: It is sensitive partly as it provides Thales' sensitive costing data/rates and position on terms and conditions. Other areas are considered sensitive due to the technical nature of the information provided.
Details of potential harm resulting from disclosure: It could provide our competitors with a competitive advantage if they have visibility of how Thales detailed its proposal.
Period of Confidence (if applicable): Ongoing
Contact Details for Transparency / Freedom of Information matters: Name: [REDACTED] Position: Contracts Manager Address: [REDACTED] Telephone Number: Mob: [REDACTED] Email Address: [REDACTED]

HELISME/0013 Payment Plan Schedule 5 to SC1B

Payment no.	Description	Total Amount (ex. VAT)	Due Date
1	Delivery of 4309 Engineering Data PackJune2018.Pdf (including 4309 Master Record Index version 10) and Baseline Documentation Data PackJune2018. Pdf as detailed in point 1.2 of the SoR (Schedule 6).	██████████	19th September 2018
2	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) September 2018	██████████	30 September 2018
3	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) October 2018	██████████	31 October 2018
4	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) November 2018	██████████	30 November 2018
5	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) December 2018	██████████	31 December 2018
6	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) January 2019	██████████	31 January 2019
7	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) February 2019	██████████	28 February 2019
8	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) March 2019	██████████	31 March 2019
9	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) April 2019	██████████	30 April 2019
10	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) May 2019	██████████	31 May 2019
11	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) June 2019	██████████	30 June 2019
12	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) July 2019	██████████	31 July 2019
13	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) August 2019	██████████	31 August 2019
14	Sea King ASaC Full Mission Trainer Support in accordance with the Statement of Requirements (Schedule 6 to the contract) September 2019	██████████	30 September 2019
GRAND TOTAL		£348,589	

Schedule 6: Statement of Requirement for SKASaC Full Mission Trainer (FMT) Support			Thales Response
ID	Section	Requirement	
1	Scope	The Contractor is required to provide an Availability Service which provides the following:	[REDACTED]
1.1		Day to Day Operation of the Full Mission Trainer (FMT) facility.	[REDACTED]
1.2		Maintenance to the agreed baseline of the FMT software and hardware.	[REDACTED]
1.3		Provision of Spares and repairs required 'to maintain' the equipment baseline.	[REDACTED]
2	Configuration	The Contractor is required to maintain the FMT at the configuration version PDS 13.3, no further updates are required.	[REDACTED]
3	Period of Support required	Date of contract award to 30 September 2019.	[REDACTED]

4	<p>(Core Period)</p> <p>Hours of Operation</p>	<p>The following requirement shall be met:</p>	<p>[REDACTED]</p>
4.1	<p>Normal</p>	<p>A minimum of 1 days per week (within [REDACTED] Operating Hours), to support typically [REDACTED] missions per day. Full flexibility is required within the Operating Hours envelope to meet Federated Training requirements. By agreement between both parties, occasional utilisation outside of the Operating Hours may also be required (either in addition to, or in place of some or all of, the minimum Operating Hours); this may require up to [REDACTED] days working in some weeks.</p>	<p>[REDACTED]</p>
42	<p>Extended</p>	<p>The Contractor shall acknowledge that in Wartime or Crisis situations (i.e. non- peacetime) the hours of operation of the FMT facility may be required to be extended. Operation of this facility outside normal operating hours during these conditions shall be by agreement between the Contractor and the Authority.</p>	<p>[REDACTED]</p>

5	Availability	The FMT shall be available for a minimum of [redacted] hours during the Core Period (Based on [redacted] weeks, [redacted] hours per week).
6	Core Activities	[redacted]
6.1	Maintenance of Master Technical Documentation	<p>The Master Documentation and Services Technical Publications are to be considered frozen at their current issue status. Any changes or updates to these would be subject to a task over and above the baseline contract and dealt with as an additional task.</p> <p>The Contractor shall hold and maintain the data package as supplied for support purposes and all documentation and Services Technical Publications produced on previous contracts with the Contractor shall be considered as supplied by the Authority in support of this contract. The Contractor shall confirm that it holds the following information and identify current owning authority and any permissions required to transfer custodianship:</p> <ul style="list-style-type: none"> • Manufacturing Drawings; • Drawing Lists of equivalents; • Production Equipment Performance Specifications (PEPS), Production Test Specifications (PTS), or other definitive equipment specifications; • Packing Instructions Sheets and certificates; • Responsibility Lists, Master Design Indexes and Modification Record Indexes; • Documentation related to Software. <p>The Contractor shall identify the content of the Master Documentation pack; comprising as a minimum the above items.</p> <p>The Contractor shall retain a complete record of all drawings.</p>

	<p>The Contractor shall retain records of all changes and modifications to the Master Documentation.</p> <p>The Contractor shall retain a set of reproducible documents for all equipment covered by this Contract to the standard of design and build currently in service.</p> <p>The Contractor shall keep an insurance copy of Master Documentation at a site removed from that at which the working masters are kept.</p>	<p>[REDACTED]</p>
6.2	<p>Obsolescence</p> <p>Throughout the contract term the Contractor shall notify the Authority of any known obsolescence issues (within [REDACTED] days of becoming aware of the issue) pertaining to the supported system, this shall include identification of obsolete items and known stock holdings of spares. The Contractor shall identify those items considered at risk, based on the extended support life and current failure rate.</p> <p>If during repair an obsolescence issue arises and there is no stock, then the Contractor shall submit a costed proposal for the purchase of an alternative item in question, together with the timescales for replacement and the associated impact on loss of training capability. In the event that an alternative is not available, the Contractor shall advise the loss of training capability and any other mitigation options that may be considered by the Authority</p>	<p>[REDACTED]</p>
6.3	<p>Project Administration</p> <p>The Contractor shall provide for all the dedicated project management services required for:</p> <ul style="list-style-type: none"> • Technical direction of all project activities; • Co-ordination and Programme Management of activities and resources allocated to a particular contract; • Liaison; 	<p>[REDACTED]</p>

	<ul style="list-style-type: none"> • General project administration. 	
	<p>The Contractor shall operate a Quality System that is certified to ISO9100 2008 or 2015 and also meets the requirements of AQAP 2130 and the other Contractual Quality Conditions. The Contractor shall identify and ensure that suitable Quality Assurance procedures and representatives are allocated to the programme at all times as necessary.</p>	<p>Quality Assurance</p>
6.4	<p>The Contractor shall provide an advice and assistance service to the Authority on a task basis in accordance with section 7.</p>	<p>Project advice and assistance</p>
	<p>The design and build standard of maintenance and contract support equipment should be considered baselined at its current issue status. Unless it is necessary in order to maintain the FMT, it should not be calibrated or serviced. If it is required to support a Task then this should be included within the Task itself.</p>	<p>Maintenance Contract Support Equipment</p>
6.5	<p>The Contractor shall identify all Contract Support Equipment (Tools, Moulds manufacturing jigs, Computers etc) that it requires meet the requirements herein.</p>	
	<p>The Contractor is responsible for the maintenance of all Contract Support Equipment held on loan by the company in support of all activities associated with both this contract and any other FMT contract with the other parties (These shall be identified as appropriate). This activity is limited to scheduled servicing, calibration, maintenance necessary to meet the requirements of the</p>	

		<p>relevant Quality Standards for the equipment defined in the Contract.</p> <p>The Contractor shall maintain a record of all rectification, calibration, periodic functional testing and approved modification embodiment activity carried out on the Contract Support Equipment.</p>	<p>[REDACTED]</p>
6.6	<p>Maintenance Of Spares Documentation</p>	<p>The Contractor shall maintain all spares listings and specifications for the duration of the contract.</p>	<p>[REDACTED]</p>

The Contractor shall be responsible for the maintenance of software licences and their validity in relation to the Authority's required use of the FMT.

The Contractor shall ensure the safe custody and maintenance of its source code and custody of associated compilers and software tools. They shall be maintained in a format and condition suitable for their use, where necessary, by a third party to support the FMT (in the event that the Contractor is not able to continue to meet the contractual requirements).

The Contractor shall ensure that the media on which its software is stored is suitable for future recovery of data. Where the hardware associated with reading this media is identified as becoming obsolete the Authority, shall be advised immediately with a view to arranging transfer of data to suitable alternative media.

The Contractor shall be responsible for maintenance of its software development facility to ensure support for future software changes. They shall ensure that, where specific hardware is critical to software support, the Authority, shall be advised if it is identified as becoming obsolete. SoR item 6.2 applies.

Transmission system software standard to be supported on the FMT is PDS 13.3.

**SOFTWARE
SUPPORT**

5.7

[REDACTED]

6.8	Subcontract Management	<p>The Contractor shall, under the terms of this contract, manage all applicable Subcontractors required by the Contractor to meet the requirements of this SoR. The Contractor shall identify the relevant sub-contractors.</p> <p>Any activity resulting from an Authority requested change shall be performed as a Firm Price Task as detailed in Section 7.</p>	<p>[REDACTED]</p>
7	Firm Price Tasks	<p>For those activities that are to be executed as additional Firm Price tasks, the Contractor shall, under this heading, prepare and submit a proposal containing sufficient details to the Authority, for authorisation against a contract task or contract item.</p> <p>Where it is not practicable to identify the objectives within the scope of this specification, the Contractor shall submit a 'costed' proposal for an investigation on feasibility.</p> <p>The contractor shall provide a firm price task for each of the following:</p> <ul style="list-style-type: none"> a) Technical advice to the Authority (based on [REDACTED] man days of effort) b) Engineering Support (reach back) to support detailed investigation of system issues arising from on site engineering investigation. (based on 1 week of engineering effort, or as otherwise identified by the Contractor) <p>All other tasks will be requested separately as a discrete request for change.</p>	<p>[REDACTED]</p>
8	ON SITE ENGINEERS	<p>The Contractor shall make available the FMT engineers to the Authority, for any training requirements deemed necessary for fulfilling these activities as agreed between the two parties.</p>	<p>[REDACTED]</p>

9	<p>Engineering Support Service Required</p>	<p>The Authority may, during the period of performance, request the Contractor to carry out Technical Investigations into arisings relating to the FMT; over and above routine repair and maintenance. The Contractor guarantees that if any such requests are made it shall be capable of carrying out these investigations and if requested, conduct any associated re-design / development of the FMT. This shall not be interpreted to mean that requests for investigation will be received . Consequently it shall not be assumed that a requirement exists to maintain an engineering team on the strength of potential work. The Contractor shall maintain sufficient expertise to facilitate the formation of a suitable engineering resource as and when required the funding for which will be covered under separate tasking (See section 7 Tasking).</p>
10	<p>Facilities</p>	<p>The Authority will be responsible for maintaining all facility requirements for the FMT. This includes but is not limited to access to the FMT, air conditioning, electricity, lighting and associated checks of such items</p>