



Ministry
of Defence



SCHEDULE Q – DEFINITIONS

MERLIN AND APACHE ENGINES FUTURE SUPPORT

**CONTRACT NUMBER
HELSS/0102**

SCHEDULE Q

DEFINITIONS

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires, the following words shall have the meanings set out below.

Accepted Additional Services Order means a binding contract for the performance of Additional Services, made on the Contractor's acceptance of the Authority's Additional Services Order in accordance with part 2 of Schedule H

Actual Annual EFH means the total number of Engine Flying Hours actually flown in a given Contract Year

Additional Services means any additional works or services or Articles to be provided by the Contractor to the Authority in accordance with the provisions of Part 2 of Schedule H

Additional Services Order means an order made by the Authority in the form set out in Appendix 2 to Schedule H

Affiliate means any person (including the Contractor), 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

Aircraft means any of the Merlin Mk2, Mk3/3A or Mk4/4A and the Apache WAH-64D Helicopter Mk1

Aircraft Document Set or ADS means the documents (as amended from time to time) relating to use and maintenance of the Aircraft, which may include:

The safety case,

Military aircraft release (MA Release),

Release to service (RTS),

Aircraft maintenance manual,

Operating data manual,

Flight reference cards,

Support policy statement,

Engineering air publications (including the flight test schedule) and the statement of operating intent and usage.)

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Aircraft Fleet	means the fleet of Aircraft operated by or on behalf of the Authority as set out in Schedule E
Aircraft Maintenance Manuals	means the Aircraft maintenance, repair and overhaul documents (as may be varied from time to time)
Assumed Annual EFH	means the total number of EFH which it is assumed shall be flown in any given Contract Year, as set out in Schedule E
Authorised Life	means those stated lives which represent the Authority's assessment of the maximum life between reconditioning that an item is expected to achieve in service
Authority's Contract Manager	means the person detailed in Box 1 of DEFFORM 111
Authority's Project Manager	means the person detailed in Box 2 of DEFFORM 111
Authority's Personnel	means the Authority's employees and agents
Authority Related Party	means an officer, servant, agent or employee of the Authority (including all GFA Manpower, but excluding the Contractor and any Contractor Related Party)
Authority's Representative	means the representative of the Authority;
Availability Period	means the period on any Business Day: <ul style="list-style-type: none">a. commencing at 00:01hrs; andb. ending at 23:59 hrs the same day
Availability Services	means the Engine Availability Service and the LRU Availability Service
Beyond Economic Repair	means a Repairable Article in respect of which it is determined by the MRB that the repair cost exceeds 70% of the cost of its replacement
Capability	means the design performance of any engine, and includes its power output, fuel consumption and control laws
Capability Modification	means any change pertaining to the design of any element of the Engine or any of the Articles which is required by the Authority to improve the design performance of the Engine or any of the Articles and which is not a Safety Modification
Category A Deliverable	means contractor report or data deliverable required either by mandate or in order to effectively manage the contract
Consumables	means those low-cost, non-repairable parts specified in the Engine Maintenance Manual, which requires replacement during removal and replacement of Engines, Modules or LRUs

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Contract Effective Date	means date by which the Contract came into being through formal acceptance of the Contract Offer
Contract Manager	means the Authority's Contract Manager or the Contractor's Contract Manager (as the case may be)
Contract Month	means each calendar month, provided that: a. the first Contract Month shall commence on and from the Effective Date and shall end on the last day of the month in which the Effective Date occurs; and b. the last Contract Month shall commence on and including the first day of the month in which the Expiry Date or, if earlier, the Termination Date occurs and shall end on the Expiry Date or, if earlier, the Termination Date
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 (twelve) calendar months commencing on and including 1 April and ending on the immediately following 31 March and each subsequent period of 12 (twelve) calendar months commencing on and including each anniversary of 1 April and ending on each anniversary of 31 March provided that: a. the first Contract Year shall be such period commencing on and including the date of this Contract and ending on the immediately following 31 March; and b. the final Contract Year shall be such period commencing on and including 1 April immediately prior to the Expiry Date or, if earlier, the Termination Date and ending on the Expiry Date, or if earlier, the Termination Date
Contractor's Personnel	means the Contractor's employees, agents and Sub-Contractors
Contractor's Premises	means nominated facilities or such other premises notified by the Contractor in writing to the Authority
Contractor Related Party	means: a. an officer, servant or agent of the Contractor, or any Affiliate of the Contractor; b. any Sub-Contractor acting in connection with this Contract; and/or c. any person on or at any Government Establishment at the express or implied invitation of the Contractor, save

to the extent such person is acting under the instruction or control of the Authority

Demand

means a request from the Authority made in accordance with the terms of this Contract for a Demand Article to be Handed-Back (as recorded and reported to the Contractor in accordance with Schedule A)

Demand Article

means:

- a. a Serviceable Engine required by the Authority as a result of an Engine Rejection; or
- b. a Serviceable LRU required by the Authority as a result of an LRU Rejection

Demand Satisfaction

means the measure of Demands for Demand Articles which have been satisfied in accordance with the provisions of Schedule A

Deployable Support Pack or DSP

means a range and scale of Articles designed to support the user's flying when deployed or detached from the Main Operating Base

Deployed Operating Base

means the Authority's base on temporary deployment of Aircraft in operations

Deployment

means a planned temporary relocation of forces to a desired area of operations

Depth

means all elements of engineering and supply support that is not Forward

Discriminatory Legislation Change

means any change in, repeal of or coming into force of Legislation which materially affects the provision of the Services and:

- a. applies specifically to the Contractor and not to other persons; or
- b. applies specifically to importers, exporters, suppliers, manufacturers and designers of equipment for military use; or
- c. applies specifically to service providers involved in supporting equipment for military use; or
- d. applies in respect of the use or operation of any materials or process in the performance of, or production of items in support of, the Services; or
- e. applies to Government Establishments but not other establishments

and which was not reasonably foreseeable at the date of this Contract

Engine	means any of the helicopter engines operated and owned by the Authority or as the case may be the power unit provided by the bidder
Engine Availability Service	means as set out in Schedule A
Engine Depth Maintenance	means, except for Engine Forward Maintenance, all maintenance carried out on the Engine and associated LRUs including but not limited to repair or fault finding
Engine Fleet	means the total fleet of Engines owned by the Authority (whether or not installed in the Aircraft Fleet at the relevant time) as set out in Schedule E
Engine Flying Hours	means the engine flying hours recorded by the Helicopter Engine Control (HEC) unit and where this system is inoperable, EFH shall mean the cumulative engine flying hours as recorded by the aircrew for each engine at the end of each sortie or series of sorties
Engine Forward Maintenance	means all maintenance carried out on the Engine and/or LRUs at Forward including but not limited to repair and fault finding
Engine Illustrated Parts Catalogue	means illustrated parts catalogue lists and illustrates replaceable assemblies and detailed parts
Engine Maintenance Manuals	means the Engine operation and maintenance instructions issued by the Contractor and used by the Authority as at the Effective Date of this Contract including such changes, revisions and amendments as the Contractor may have made or may make during the Contract Period
Engine Operating Limitations	means: a. the Engine operating instructions; b. the prevailing Technical Certificate. Issued by the Contractor as at the Effective Date including such subsequent changes, revisions and amendments as the Contractor may have made or may make during the Contract Period
Engine Rejection	means the Hand-Over of an Unserviceable Engine by the Authority to the Contractor at the relevant MOB
Engine Request Demand Signal	means the Authority's proforma detailed at Annex C to Schedule A which shall be used by the Authority to place a Demand to replace an Engine or LRU previously removed from Aircraft in the Aircraft Depth Maintenance Programme

	or the Deployable Support Packs and made available to the Contractor
Engineering and Asset Management System	means the Authority's system used to track the life and configuration state of Engines, Modules and repairable LRUs as part of the life management, configuration management, safety and air-worthiness process
Environmental Consent	means any permit, licence, authorisation approval or consent required in relation to the MOB and/or any services carried out at the MOB similar to the Services in the period prior to the Effective Date
Flying Category	means the sub-divisions of the Annual Assumed EFH which shows the allocation of EFHs to be flown in a normal environment expressed by Contract Year
FOD or Foreign Object Damage	means damage caused by ingestion of a foreign body
Forward	means the Authority flying squadrons and their immediate engineering and supply support elements carried out in operational theatre, or front-line support facilities or on-wing
Forward Operating Base or FOB	means any operating base used by the Authority for deployment of Aircraft in the Aircraft Fleet that is not a Main Operating Base
FSR	means that Contractor's Field Service Representatives at any one of the FSR Support Locations undertaking duties in accordance with Schedule A
FSR Support Locations	means the MOB
GFA	means the obligations of the Authority to supply Government Furnished Articles as specified in Schedule D or otherwise under the Contract
Government Establishment	means any sites and/or real property owned and/or operated by the Authority and/or the Government (including any of Her Majesty's ships or vessels and any service stations
Government Property	means any property (including land and/or buildings) owned and/or operated by the Authority (including Repairable Articles and GFA)
Hand-Back or Handed-Back	means the transfer of custody of Serviceable Articles from the Contractor to the Authority at Receipt and Dispatch Stores at the MOB
Implementation	means the initiation of the service demanded under Item 1 of the Schedule of Requirements

Inability	means a message from the Engineering and Asset Management System to inform the Contractor that a Demand cannot be satisfied
Key Performance Indicators or KPIs	means the criteria against which the Contractor's performance shall be measured, as set out in Schedule G
Logistics Management System	means the Authority's electronic inventory management system. This system is currently known as MJDI (Management of Joint Deployed Inventory)
Losses or Loss	means any and all: (i) claims, suits, judgements and orders; and (ii) all damages, losses, liabilities, costs, expenses (including loss of profits or revenues and legal and other professional charges and expenses) and charges whether arising under statute, contract or common law, or in connection with judgements, proceedings, internal costs or demands
LRU	means Line Replacement Unit
LRU Availability Service	means the service to be provided by the Contractor as set out in Part 2 of Schedule A
LRU Fleet	means those LRUs managed by the Contractor in or for the benefit of the Aircraft Fleet
LRU Rejection	means the Hand-Over of an Unserviceable LRU by the Authority to the Contractor at the relevant MOB
Maximum Price	An upper limit specified in the contract on the total price payable (including profit or fee)
MISL	means a Minimum Issue Service Life, i.e. the minimum remaining life, as proposed by the Contractor and approved by the Authority, which a repaired Engine, lifed component or LRU must have when re-delivered to the Authority. The status of the MISLs current at the date of this Contract of this Contract is as described in Schedule E
Main Operating Base or MOB	means any of [REDACTED] [REDACTED]
Modification	means any design change to an Article to improve reliability, maintainability, capability and/or safety and "Modified", "Modify" and "Modifying" shall be construed accordingly
Module	means any or all of the major assemblies of the Engine as defined in the Engine Illustrated Parts Catalogue

FOI Act Exemption Section 26 (1) (b)

Monthly Payment	means the amount payable by the Authority to the Contractor in respect of each month during the Contract Period calculated in accordance with Schedule F
New Article	means all goods which the Contractor is required under this Contract to supply as part of the Services and which have not: a. previously been the subject of a Hand-Back; or b. previously been embodied into an Engine, and which comprise: a. Engine Modules (including complete engines); b. LRUs; c. Parts; and d. Consumable
Non-Safety Modification	means any change pertaining to the design of any element of the Engine or any of the Articles which is recommended in writing to operators by the Contractor or a Contractor Related Party and which is not a Safety Modification
Obsolescence	means any supplier to the Contractor ceasing the supply of any item required by the Contractor in the performance of its obligations under this Contract, that has been superseded by new technology of higher specification or a. functionality; or b. that is no longer in production; or c. for which the method of manufacture is no longer available; or d. for which a material from which it is manufactured is no longer available
Part	means any new, part-used or overhauled complete part, component or sub-system of an Engine or LRU
Parties	means the Authority and the Contractor collectively and "Party" shall mean either of them (as the case may be)
Parties' Representatives Contact List	means the document which contains contact details (including telephone numbers) for both Parties' Representatives and their delegates that set out in Schedule G

Payment Plan	means the payment plan set out in Schedule F, as amended from time to time in accordance with the terms of this Contract
Purple Gate	means those places where Engines and/or Articles enter the Authority supply chain for transportation to or from operational theatre
Receipt and Dispatch Store	means the Authority's facility located at an MOB at which 'Hand-Back' and 'Hand-Over' take place
Reduce to Produce or RTP	means the reduction of Articles to their constituent elements
Remediation Plan	means a plan containing specified content which sets out how the Contractor proposes to bring performance up to the required standard. Including options to remove threats and vulnerabilities with priorities and timescales for performing the remediation
Repairable Articles	means all goods (including any GFA but excluding New Articles) which the Contractor is required under the Contract to repair and/or maintain as part of the Services and which comprises: <ul style="list-style-type: none">a. Engines;b. Modules;c. LRUs; andd. Parts;
Request for Additional Services	means a request made by the Authority to the Contractor for the performance of Additional Services, in the form set out in Appendix 2 to Schedule H
Safety Modification	means any change pertaining to the design of any element of the Engine or any of the Articles which is recommended in writing to operators by the Engine Design Organisation and which in the Engine Design Organisation's opinion affects the safety of flight and/or personnel and/or airworthiness and which the Contractor believes is required to be developed, maintained or implemented in order to: <ul style="list-style-type: none">a. discharge responsibilities or duties of such parties under applicable legislation or;b. reduce the risk of injury or death of any third party
Services	means the services required to be provided by the Contractor (or Sub-Contractors) as set out in Schedule A

Service Operations Lead	means the Contractor's representatives at any MOB responsible for the management of Contractor personnel
Serviceable Engine	means an Engine that is not an Unserviceable Engine
Serviceable LRU	means an LRU that is not an Unserviceable LRU
Stock	means Demand Articles which have been supplied to the Authority by the Contractor
Surge	means any operation in excess of the "Upper Limit"
Target Cost	means the cost estimate used for devising a cost incentive arrangement for the sharing by the contracting parties of excess costs and of savings
Target Fee	means the amount of profit payable without adjustment if the costs come out at Target Cost
Target Price	means the sum of Target Cost plus Target Fee
Technical Publications	means documents developed by the Contractor for the purposes of supporting the operation and maintenance of the Engine
Technical Request	means a request from the Authority to the Contractor's operation centre for a Technical Response
Technical Request Form	means as defined at Appendix A to Schedule H
Technical Response	means any of the following: a. advice from the Contractor on how an Article can be returned to Serviceable state or whether it is acceptable as it is b. a response from the Contractor stating the timescales in which the Contractor can advise how an Article can be returned to Serviceable state c. advice from the Contractor that an Article is in an Unserviceable State, that the Authority should raise a Demand, and that such item should be Handed-Over to the Contractor d. advice from the Contractor on logistics issues
Technical Support Service	means the service described in Part 4 of Schedule A (Services)
Termination Date	means the date of any early termination of this Contract pursuant to any of Condition 30, including, where applicable, the Contractor Default Termination Date

Termination Notice	means a notice served by the Authority on the Contractor pursuant to Condition 30, informing the Contractor that this Contract will terminate on the Termination Date
Third Party	means any legal or natural person other than the Contractor and the Authority
Third Party Claim	means any claim, lawsuit or other action or proceeding brought directly against the Contractor, any Affiliate of the Contractor and/or the Authority
Unserviceable Article	means an Unserviceable Engine or an Unserviceable
Unserviceable Engine	means when an Engine; a. has suffered Failure; or b. for which the Authorised Life on a life limited Part in the Engine has expired; or which is not useable in accordance with the approved Engine Maintenance Manuals and Engine Operating Limitations
Unserviceable LRU	means an LRU a. that has suffered Failure; or b. for which the Authorised Life on a life limited part has expired; or which is not useable in accordance with the approved Engine Maintenance Manuals and Engine Operating Limitations
Upper Limit	means 120% of the Estimated Annual Engine Flying Hours (EFH) which applies as at the Effective Date
Urgent Quality Issues	means issues involving accidents or incidents as defined within EASA part 21 or any issue relating to airworthiness
Write-Off	means an Article: a. which is agreed to be and is declared by the Parties a write-off due to accident damage; b. in respect of which an approved scrap certificate has been issued; or c. which is Beyond Economic Repair