Schedule 1 to Contract C17CSAE/701207376 – Definitions of Contract

Articles	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. (This definition only applies when DEFCONs are added to these Conditions);
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	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;
Business Day	means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;
Central Government Body	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;
Collect	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;
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1);
Conditions	means the terms and conditions set out in this document;
Consignee	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;
Consignor	means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;
Contract	means the Contract including its Schedules and any amendments agreed by the Parties in accordance with condition 6 (Amendments to Contract);

Contract Price	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.
Contractor	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;
Contractor Commercially Sensitive Information	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;
Contractor Deliverables	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;
Control	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;
СРЕТ	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
Crown Use	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;
Dangerous Goods	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.
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
DEFFORM	means the MOD DEFFORM series which can be found at { HYPERLINK "https://www.aof.mod.uk" };
DEF STAN	means Defence Standards which can be accessed at { HYPERLINK "http://www.dstan.mod.uk" };
Deliver	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with condition 28 and Delivered and Delivery shall be construed accordingly;
Delivery Date	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
Denomination of Quantity (D of Q)	means the quantity or measure by which an item of material is managed;
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Diversion Order	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);
Effective Date of Contract	means the date specified on the Authority's acceptance letter;
Evidence	 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;
Firm Price	means a price (excluding VAT) which is not subject to variation;
FLEGT	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;
Government Furnished	is a generic term for any MOD asset such as equipment,
Assets (GFA)	information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
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;

Independent Verification	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";
Information	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
Issued Property	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;
Legal and Sustainable	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;
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;
Military Loyal Backaging (MLP)	means Daskaging that provides enhanced protection in
Military Level Packaging (MLP)	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;
Military Packager Approval Scheme (MPAS)	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply
Military Packager	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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);
Military Packager Approval Scheme (MPAS)	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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);
Military Packager Approval Scheme (MPAS) Military Packaging Level (MPL)	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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); shall have the meaning described in Def Stan 81-041 (Part 1); 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; shall mean an experienced Packaging designer trained and
Military Packager Approval Scheme (MPAS) Military Packaging Level (MPL) MPAS Registered Organisation	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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); shall have the meaning described in Def Stan 81-041 (Part 1); 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;
Military Packager Approval Scheme (MPAS) Military Packaging Level (MPL) MPAS Registered Organisation	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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); shall have the meaning described in Def Stan 81-041 (Part 1); 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; shall mean an experienced Packaging designer trained and certified to MPAS requirements; means the North Atlantic Treaty Organisation which is an inter- governmental military alliance based on the North Atlantic Treaty
Military Packager Approval Scheme (MPAS) Military Packaging Level (MPL) MPAS Registered Organisation MPAS Certificated Designer NATO	accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain; 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); shall have the meaning described in Def Stan 81-041 (Part 1); 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; shall mean an experienced Packaging designer trained and certified to MPAS requirements; 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; shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the

	Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;
Packaging Design Authority (PDA)	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;
Parties	means the Contractor and the Authority, and Party shall be construed accordingly;
Primary Packaging Quantity (PPQ)	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);
Recycled Timber	 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: a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Schedule of Requirements	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;
Short-Rotation Coppice	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;
Specification	means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, referred to in Schedule 2 (Schedule of Requirements);
STANAG 4329	means the publication NATO Standard Bar Code Symbologies which can be sourced at { HYPERLINK "http://www.dstan.mod.uk/faqs.html" };
Subcontractor	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;
Timber and Wood-Derived	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 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.

Schedule 2 to Contract C17CSAE/701207376 – Schedule of Requirements

For C17 Fuel Tank Repair Work

Contractor	Deliverables

ltem Number		Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	inc. PPQ and DofQ (as detailed in DEFFORM 96)			Price (£) Ex VAT Total inc. Packaging and Delivery if specified in Schedule 3 (Contract Data Sheet)
1	N/A	N/A	Ad-hoc repair work for C17 Fuel Tanks at RAF Brize Norton	XX	N/A	As agreed per individual TAF	Unknown	As agreed per individual TAF in accordance with the Firm Pricing at Annex D.

Total Price

Schedule 3 to Contract C17CSAE/701207376 - Contract Data Sheet

General Conditions

Condition 2 – Duration of Contract:

The Contract expiry date shall be: 28th February 2026

Condition 4 – Governing Law:

Contract to be governed and construed in accordance with: English Law

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: Mr Robert Wilson (as per DEFFORM 111)

Project Manager: Mr Kim Mahadevan (as per DEFFORM 111)

Condition 19 – Notices:

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

Authority: Box 2 (as per DEFFORM 111)

Contractor: Rob.Gray@stsaviationservices.com

Notices can be sent by electronic mail

Condition 20.a – Progress Meetings:

The Contractor shall be required to attend the following meetings:

N/A

Condition 20.b – Progress Reports:

The Contractor is required to submit the following Reports:

N/A

Condi	tion 21 – Quality Assurance:
	A Deliverable Quality Plan is not required for this Contract
	Other Quality Assurance Requirements can be found at Condition 46.1.
Condi	tion 22 – Marking of Contractor Deliverables:
	Special Marking requirements: N/A
	tion 24 - Supply of Data for Hazardous Contractor Deliverables, Materials and ances:
	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 – { HYPERLINK "mailto:DSA-DLSR-MovTpt- DGHSIS@mod.uk" }
	to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable.
Condi	tion 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 within the Tender documents with attachments in Adobe PDF or MS WORD format.
	to be Delivered by the following date: 8 th February 2021.
Condi	tion 26 – Certificate of Conformity:
	A Certificate of Conformity is required for this Contract
	Applicable to Line Item: 1
Condi	tion 28.b – Delivery by the Contractor:
	The following Line Items are to be Delivered by the Contractor:
	N/A

Conditio	n 28.c - Collectio	n by the Authority:				
Т	The following Line Items are to be Collected by the Authority:					
N	I/A					
s	Special Delivery In	structions:				
E	Each consignment	is to be accompanied by a DEFFORM 129J.				
С	Consignor details (in accordance with 28.c.(4)):				
L	ine Items:	Address:				
L	ine Items:	Address:				
С	Consignee details	(in accordance with condition 23):				
L	ine Items:	Address:				
L	ine Items:	Address:				
Conditio	n 30 – Rejection:					
	The default time lin otherwise specified	nit for rejection of the Contractor Deliverables is thirty (30) days unless I here:				
S	See Condition 47.3	B.				
Conditio	n 32 – Self-to-Se	If Delivery:				
S	Self-to-Self Deliver	y required? N/A <i>(tick as appropriate)</i>				
lf	f required, Delivery	y address applicable:				

Pricing and Payment

Condition 35 – Contract Price:

All Schedule 2 line items shall be Priced via the relevant Task Authorisation Form, using the FIRM rates at Annex D to the Contract and the agreed amount of hours each Task Authorisation Form details. Any other costs should be detailed on the Task Authorisation Form and will be agreed by the Project Manager before commencement of work.

Termination

Condition 42 – Termination for Convenience:

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

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

See Annex A to Schedule 3 (DEFFORM 111)

Schedule 3 DEFFORM 111 Annex A (Edn 03/21) Appendix - Addresses and Other Information 1. Commercial Officer 8. Public Accounting Authority Name: Robert Wilson 1. 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 Address: C17CSAE Delivery Team, Walnut 233 5397 2b, Ministry of Defence, Abbey Wood, Bristol, BS34 8JH 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD Email: Robert.Wilson157@mod.gov.uk 🖀 44 (0) 161 233 5394 2. Project Manager, Equipment Support 9. Consignment Instructions Manager or PT Leader (from whom technical information is The items are to be consigned as follows: available) See CP&F/Exostar Purchase Order or contact the PM in Box 2 Name: Kim Mahadevan Address C17CSAE Delivery Team, Walnut 2b, Ministry of Defence, Abbey Wood, Bristol, BS34 8JH Email: Kim.mahadevan100@mod.gov.uk **10. Transport.** The appropriate Ministry of Defence Transport Offices are: 3. Packaging Design Authority A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, Organisation & point of contact: BRISTOL BS34 8JH Air Freight Centre IMPORTS 🖀 030 679 81113 / 81114 Fax 0117 913 8943 (Where no address is shown please contact EXPORTS 🖀 030 679 81113 / 81114 Fax 0117 913 8943 the Project Team in Box 2) Surface Freight Centre IMPORTS 2030 679 81129 / 81133 / 81138 Fax 0117 913 8946 EXPORTS 🖀 030 679 81129 / 81133 / 81138 Fax 0117 913 8946 4. (a) Supply / Support Management B. JSCS Branch or Order Manager: Sgt Craig Turner Branch/Name: C17CSAE

	JSCS Helpdesk No. 01869 256052 (select option 2, then option 3) JSCS Fax No. 01869 256837
	Users requiring an account to use the MOD Freight Collection Service should
Tel No:	<pre>contact { HYPERLINK "mailto:deswaterguard-ics-</pre>
	support@mod.gov.uk"
(b) U.I.N. D5449A	"mailto:deswatergaurd-ics-support@mod.gov.uk" } in the first instance.
5. Drawings/Specifications are available	11. The Invoice Paying Authority
from	Ministry of Defence 🖀 0151-242-2000
	DBS Finance
	Walker House, Exchange Flags Fax: 0151-242-2809
	Liverpool, L2 3YL Website is: { HYPERLINK
	"https://www.gov.uk/government/organisations/minist y-of-defence/about/procurement#invoice-processing" }
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: { HYPERLINK "mailto:DESLCSLS-
	OpsFormsandPubs@mod.uk" \o "mailto:DESLCSLS- OpsFormsandPubs@mod.uk" }
7. Quality Assurance Representative: James Monteith	*NOTE
	1.Many DEFCONs and DEFFORMs can be obtained from the MOD Internet
Commercial staff are reminded that all Quality Assurance requirements should be	site: { HYPERLINK
listed under the General Contract Conditions.	"https://www.aof.mod.uk/aofcontent/tactical/toolkit/ir dex.htm" }
	2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer
AQAPS and DEF STANs are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit { HYPERLINK	named in Section 1.
"http://dstan.gateway.isg-	
r.r.mil.uk/index.html" [intranet]	
or { HYPERLINK	
"https://www.dstan.mod.uk/"	
\o	

"https://www.dstan.mod.uk/" } [extranet, registration needed].

Schedule 4 to Contract C17CSAE/701207376 – Contract Change Control Procedure (iaw Clause 6.b)

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 to Contract C17CSAE/701207376 – Contractor's Commercially Sensitive Information Form (iaw Condition 13)

OFFICIAL - SENSITIVE - COMMERCIAL

Schedule 5 to Contract C17CSAE/701207376 – Contractor's Commercially Sensitive Information Form (iaw Condition 13)

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Contract No: <u>C17CSAE/701207376</u>				
Description of Contractor's Commercially Sensitive Information:				
N/A				
Cross Reference(s) to location of sensitive information:				
N/A				
Explanation of Sensitivity:				
N/A				
Details of potential harm resulting from disclosure:				
N/A				
Period of Confidence (if applicable):				
Contact Details for Transparency / Freedom of Information matters:				
Name: Kevin Dudley				
Position: SVP Military Division				
Address: Hangar 5, Airport Cargo, Birmingham Airport, B26 3QN				
Telephone Number: +44 (0) 7841506309				
Email Address: kevin.dudley@stsaviationservices.com				

<u>Schedule 6 to Contract C17CSAE/701207376 – Hazardous Contractor Deliverables,</u> <u>Materials or Substances Supplied Under the Contract: Data Requirements</u>

Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor

OFFICIAL - SENSITIVE - COMMERCIAL Schedule 6 to Contract C17CSAE/701207376 – Hazardous Contractor Deliverables, Materials or Substances Supplied Under the Contract: Data Requirements Hazardous Contractor Deliverables, Materials or Substances Statement by the Contractor Contract No: C17CSAE/701207376 Contract Title: C17 FUEL TANK SERVICES STS AVIATION SERVICES Ltd Contractor: Date of Contract: TBD * 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: 1) attached in accordance with condition 24. Contractor's Signature: Name: **KEVIN DUDLEY** Job Title: SVP MILITARY DIV. 07 FEBRUARY 2021 Date: * check box (X) as appropriate

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 7 to Contract C17CSAE/701207376 – Timber and Wood-Derived Products Supplied Under the Contract: Data Requirements

The following information is provided in respect of Condition 25 (Timber and Wood-Derived Products)

Schedule of Requirements item and timber product type	Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence	Volume of timber Delivered to the Authority with other evidence	Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy	Total volume of timber Delivered to the Authority under the Contract
N/A	N/A	N/A	N/A	N/A
- H	50	Ω .		
SIGNATU	Ké: Xve	seen _		
	KEVIN J	Xeen V		

Schedule 8 to Contract C17CSAE/701207376 – Acceptance Procedure (iaw Condition 29)

Please see Condition 47.3.

Schedule 9 to Contract C17CSAE/701207376 – Statement of Requirement

1. Requirement

Provision of a C-17 Military aircraft fuel tank repair service to be undertaken at RAF Brize Norton for a five year duration.

2. Scope of Requirement

The Contractor is required to:

- a) Conduct fuel tank repairs on C-17 Military Aircraft in accordance with the Aircraft Maintenance Document Set Technical Order 1-1-3 Inspection and Repair of Aircraft Integral Tanks and Fuel Cells. Repairs will be tasked on an ad-hoc enabling basis and will take place at RAF Brize Norton. Anticipated 10 to 15 repairs per annum.
- b) Work with the Authority to seek acceptance onto an existing Technical Assistance Agreement held by the United States Government in order to utilise the Technical Order above.
- c) Work in conjunction with 99 Squadron at RAF Brize Norton until acceptance onto the Technical Assistance Agreement has been reached.
- d) Attend RAF Brize Norton within 48 hours of a notification of service requirement, to cost the repair and provide a firm date to commence work as detailed in Condition 47.1. The Contractor must report to the Main Security Gatehouse when accessing the site.
- e) Conduct all work tasked in a continuous operation, with no gaps in service (inc. working weekends and Public Holidays). This does not include a 24/7 working pattern.
- f) Supply the following:

i) Personal Protective Equipment (PPE) and Breathing Equipment for all staff attending RAF Brize Norton. Compressed air will be made available for tools in case of Emergencies Only.

ii) Tooling to complete all tasks presented

iii)Cleansing Kit's and Sealant (Minimum PR1826 A or B) to complete all work undercover of the contract. Contractor may offer a superior alternative sealant for acceptance by the Authority.

- g) Guarantee all work for a minimum period of six months from acceptance of work as at Condition 47.3.
- h) Provide a list of required spare parts to the POC allocated to them within the Task Authorisation Form as described in the process at Condition 47.1. Any additional spares requirement discovered during repair for the aircraft, must be directed to the Squadron POC issued by the Authority in the first instance. The POC will request the spares from 99 Squadron Stores and will advise the Contractor of timescale for spares to be available. Condition 47.2 provides further information.
- Provide a mobile inflatable hangar. Repairs will be conducted both undercover in a hangar environment whenever possible but may occasionally be outside on a hard standing area. The Contractor will need a mobile inflatable hangar to fit a C-17 Wing. Measurements from centre fuselage are as follows. Details at Appendix 1 to this Statement of Requirement.

- Height 24ft 1inch (7.4metres)
- Length 84ft 5inchs (25.9metres)
- Depth 77ft (23.5metres)

3. Required Certification and Quality Assurance

- a) The Contractor must hold current MAOS certification or be willing to work towards certification within two months of Contract Award.
- b) The Contractor must hold ISO 9001:2015 or AS9100 accreditation, or be willing to work towards accreditation within two months of Contract Award.
- c) The Contractor must be willing to undertake a Security Screening Process. All staff must be cleared at a minimum Baseline Personnel Security Standard (BPSS).
- d) AQAP-2110¹ NATO Quality Assurance Requirements for Design, Development and Production.
- e) Certificate of Conformity shall be provided in accordance with Condition 26.
- f) The repair is to be carried out and recorded on supplied documentation, in accordance with MRP regulation RA
 - I. 5885 Identification of Parts, Products and Appliances
 - II. 5301 Control of Designs
 - III. 5303 Local Technical Committee
 - IV. 5304 Configuration Control Board
 - V. 5305 Modification Classification
 - VI. 5306 Draft Modification Leaflets
 - VII. 5307 Identification & Recording of Design and Modification States of Material
 - VIII. 5308 Service Modifications
 - IX. 5311 Configuration Management Project Team
 - X. 5312 In-Service Design Changes
 - XI. 5313 Design Modifications
 - XII. 5602 Propulsion System Part Lifing and Critical Parts
 - XIII. 5615 Propulsion System Production Design Assurance
 - XIV. 5720 Structural Integrity Management
 - XV. 5726 Integrity Management
 - XVI. 4350 Through Life Management of Technical Information

¹ Use AQAP 2110 when none of conditions for AQAP 2310 are applicable and when the Contractor does not hold AS9100 but does hold ISO 9001:2015.

- XVII. 4800 General Requirements (MRP145)
- XVIII. 4810 Technical Information (MRP145.A.45)
- XIX. 5401 Provision of Technical Information
- XX. 5502 Documentation Requirements for Aircraft, Engines and Equipment (Log Card Procedures)

Authority's Responsibility

The Authority will be responsible for

- a) ensuring a Point of Contact (POC) is provided to the Contractor at the notification of the service requirement.
- b) ensuring the Contractor is booked onto the site of RAF Brize Norton and escorted to the location of the airframe.
- c) ensuring equipment can be stored safely onsite overnight while repair work is ongoing.
- d) ensuring access to facilities are made available at all times while on site. ie toilets, rest room.
- e) ensuring access to Aircraft Staging (and compressed air in emergencies only) upon the Contractor's request.
- f) advising of Health and Safety regulations and procedures in accordance with working in the Base Hangar (Walkways, Fire Alarms / Exits, Smoking on Site Policy, inc. Working at Height and Hot Work Permits).
- g) Ensuring the provision of aircraft spares upon the request of the Contractor as at Condition 47.2.
- h) Technical Order Support to provide the relevant information required to complete any task given, until Contractor acceptance on to the TAA Register.

Appendix 1 to Schedule 9

