



Contract No: 701760450

For: AHCSP/0005 Long Term Training and  
Support Service for Apache AH-64E

**SCHEDULE E**

**PRICING AND PAYMENT**

**Document Control**

Version	Issued	Notes
ENGROSSMENT VERSION	CONTRACT AWARD	

## **INTRODUCTION**

- 1.1 This Contract is a QDC under the SSCR and the Contractor shall ensure that all pricing provisions and pricing proposals for Follow-On Pricing Periods and Additional Tasks shall be compliant with the SSCR.
- 1.2 This Contract consists of Pricing Period 1 and Follow-On Pricing Periods.
- 1.3 The Firm Price for Pricing Period 1 and the process for agreeing a price for any Follow-On Pricing Periods are both set out in this Schedule E (Pricing and Payment).

## **PRICING PERIODS**

- 2.1 Pricing Period 1 starts on the Contract Commencement Date and ends on 31 July 2025.
- 2.2 The Parties may agree Follow-On Pricing Periods pursuant to this Schedule E (Pricing and Payment).

## **CONTRACT PRICE FOR PRICING PERIOD 1**

- 3.1 Save as expressly set out elsewhere in this Contract, the Contract Price for complying with all obligations in Schedule A (Statement of Requirements) and all Contractor Deliverables in Pricing Period 1 shall comprise of a Firm Price for the:
  - 3.1.1 Apache AH-64E Milestone Payments identified in Appendix A Table 1 of Redacted under FOIA Section 43, Commercial Interests Exemption and Redacted under FOIA Section 43, Commercial Interests Exemption; and
  - 3.1.2 AH64E Monthly Payment Plan identified in Appendix A Table 2 of Redacted under FOIA Section 43, Commercial Interests Exemption and Redacted under FOIA Section 43, Commercial Interests Exemption.

## **PAYMENT IN RESPECT OF SPARES FOR PRICING PERIOD 1**

- 4.1 The Authority shall reimburse the Contractor for the Contractor's actual costs incurred plus the Contract Profit Rate for:
  - 4.1.1 complying with the Contractor's obligation to provide and repair Spares; and

4.1.2 carrying out any Harvesting Process, provided that the Contractor will not carry out the Harvesting Process in respect of a Harvestable Spare where, in the reasonable opinion of the Contractor, the cost of such Harvesting Process would exceed the cost of procuring a new equivalent Spare and provided further that the Parties agree that where the Mk1 Spare is delivered to the Contractor in a Serviceable condition, the cost of such Harvesting Process shall be nil,

provided that the Authority's liability under this Paragraph 4.1 shall be capped to the Limit of Liability and provided further that the Contractor shall (as deemed by the Authority acting reasonably) limit the costs incurred pursuant to this Paragraph 4.1 including by avoiding the buying of more Spares than can reasonably be expected to be required in complying with the requirements of this Contract (save where the Contractor can demonstrate to the Authority's reasonable satisfaction that such buying would be prudent).

4.2 Each Contract Month, the Authority shall pay to the Contractor the amounts set out in Appendix D towards the Limit of Liability.

4.3 Within one month following the end of each Financial Year, the Contractor shall notify the Authority (with such supporting evidence as the Authority may reasonably require) of the costs it has incurred pursuant to Paragraph 4.1 in the relevant Financial Year ("**Reported Annual Spares Costs**").

4.4 The Authority may acting reasonably, and within 40 Business Days, either:

4.4.1 agree the Reported Annual Spares Costs, in which case the Reported Annual Spares Costs will be the "**Actual Annual Spares Costs**"; or

4.4.2 not agree the Reported Annual Spares Costs where the Authority acting reasonably believes that the Reported Annual Spares Costs do not reflect the costs the Contractor has incurred pursuant to Paragraph 4.1, in which case the Parties shall agree or seek determination of the Actual Annual Spares Costs in accordance with Schedule I (Dispute Resolution Procedure).

4.5 Where the amounts paid by the Authority pursuant to Paragraph 4.2 in a Financial Year exceed the Actual Annual Spares Costs (as agreed or determined in accordance with

Paragraph 4.4) in the relevant Financial Year (the sum of such excess being the **“Spares Overpayment”**):

- 4.5.1 the Contractor shall reimburse the Authority the Spares Overpayment by reducing the next claim for payment (or any number of future claims for payment) in accordance with DEFCON 522 (Payment and Recovery of Sum Due) by an amount equal to the relevant Spares Overpayment; and
  - 4.5.2 the Parties shall jointly agree (both Parties acting reasonably) a reasonable adjustment (upwards or downwards) to the Limit of Liability taking into account the amount incurred to date pursuant to Paragraph 4.1 and likely expenditure under Paragraph 4.1 for the remainder of Pricing Period 1.
- 4.6 Where the Actual Annual Spares Costs in a Financial Year exceed the amounts paid by the Authority pursuant to Paragraph 4.2 in the relevant Financial Year (the sum of such excess being the **“Spares Underpayment”**):
- 4.6.1 the Authority shall reimburse to the Contractor the Spares Underpayment by entitling the Contractor to increase the next claim for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due) by an amount equal to the relevant Spares Underpayment; and
  - 4.6.2 the Parties shall jointly agree (both Parties acting reasonably) a reasonable adjustment (upwards or downwards) to the Limit of Liability taking into account the amount incurred to date pursuant to Paragraph 4.1 and likely expenditure under Paragraph 4.1 for the remainder of Pricing Period 1.
- 4.7 If at any time during Pricing Period 1 either:
- 4.7.1 the Contractor becomes aware that the cost incurred, and to be incurred, pursuant to Paragraph 4.1, is likely to result in the Limit of Liability for Pricing Period 1 to be exceeded; or
  - 4.7.2 70% of the Limit of Liability for Pricing Period 1 has been incurred,
- then the Contractor shall immediately inform the Authority and shall notify the Authority of:
- (i) if applicable, the reason(s) why the Limit of Liability is likely to be exceeded; and

- (ii) any proposed increase to the Limit of Liability, including details of how such amount has been calculated.

4.8 The Contractor shall report to the Authority on a quarterly basis the costs it has incurred pursuant to Paragraph 4.1 (broken down into G&A cost for the quarter, cost of Spares and the Harvesting Process in the quarter and profits on costs incurred) together with such evidence as the Authority may reasonably request (to the extent that it does not impinge on commercial sensitivities and/or any agreements existing between the Authority and The Boeing Company). Upon receiving such data, the Authority may challenge (and the Parties shall then discuss at the Quarterly Programme Review) such costs, stock holdings and/or whether such costs were incurred in accordance with Paragraph 4.1.

#### **PAYMENTS IN RESPECT OF THE TRAINING SERVICE AND THE SUPPORT SERVICE IN PRICING PERIOD 1**

5.1 Other than in relation to Additional Tasks, and subject to Paragraph 0, the Authority shall pay the Contractor:

5.1.1 for the Apache AH-64E identified Milestone Deliverables the relevant Milestone Payments in accordance with table 1 in Appendix A to this Schedule E (Pricing and Payment); and

5.1.2 for the remainder of the Service the monthly payments claimed in arrears in accordance with table 2 in Appendix A to this Schedule E (Pricing and Payment).

#### **GENERAL PAYMENT PROVISIONS**

6.1 The Authority may Deduct any Deductions from the payments made pursuant to this Schedule E (Pricing and Payment).

6.2 The Contractor shall ensure that all claims for payment (save for in relation to Additional Tasks) reflect either:

6.2.1 subject to Paragraph 6.7, the relevant Milestone Payment set out in Appendix A to this Schedule E (Pricing and Payment);

6.2.2 the monthly payments claimed in arrears in accordance with table 2 in Appendix A to this Schedule E (Pricing and Payment) taking into account

any Deductions and any adjustments made in accordance with this Schedule E; and/or

6.2.3 Paragraph 4.2,

and any claim for payment that does not accord with this Paragraph 6.2 shall not be regarded as a valid claim for payment.

6.3 Payment will be made in Source Currency (British (GB) Pounds and/or US Dollars) in accordance with Appendix A to this Schedule E (Pricing and Payment) as appropriate.

6.4 The Contractor shall submit claims for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due).

6.5 All payments under this Contract shall be made via the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

6.6 The approval of and/or making of any payment by the Authority shall not be construed as acceptance of the performance of the Contractor's obligations nor as a waiver of its rights, remedies, and liabilities under this Contract.

6.7 The Contractor shall not be entitled to claim payment of and the Authority shall not be obliged to pay the relevant Milestone Payment where the Contractor has failed to satisfy the Milestone Acceptance Criteria for the relevant Milestone.

6.8 Notwithstanding any other provisions in Paragraph 5, where the Authority requires the Contractor to provide all or part of the Training Service and/or the Support Service prior to the date on which the Contractor has achieved all of the Milestones set out in table 1 in Appendix A to this Schedule E (Pricing and Payment), the Parties shall agree the amount of any payments due in respect of the Training Service and/or the Support Service (or part thereof) provided by the Contractor and the Authority shall make such payments in accordance with this Paragraph 6.

#### **PROCESS FOR AGREEING PRICING FOR FOLLOW-ON PRICING PERIODS**

7.1 Pricing for any Follow-On Pricing Period will be determined in accordance with the following procedure:

7.1.1 A minimum of 18 months in advance of each Follow-On Pricing Period, the Authority shall issue an invitation to negotiate ("ITN"), requesting from the

Contractor a priced proposal for the next Pricing Period. The ITN shall include, in respect of the Follow-On Pricing Period:

- (i) any changes the Authority wishes to make to the Contractor Deliverables and/or the Contract;
- (ii) the period to be covered by the Follow-On Pricing Period;
- (iii) the Authority's requested pricing methodology; and
- (iv) the timetable for the Contractor to submit any clarifications, conduct any negotiations with the Authority, and submit its proposal for the Follow-On Pricing Period.

7.1.2 In response to the ITN, the Contractor shall:

- (i) confirm whether it is able to comply with the timetable in the ITN and, if not, the Parties shall (acting reasonably) agree a revised timetable; and
- (ii) submit a priced proposal in accordance with the timetable in the ITN or any agreed revised timetable and with the requirements specified in the ITN.

7.1.3 The Contractor shall calculate the Contract Profit Rate to be agreed with the Authority in accordance with the Six Step Process as outlined in the SSCR.

7.1.4 If requested by the Authority, the Contractor shall provide any additional information reasonably required and/or shall consider revising the proposal in accordance with Authority feedback and resubmitting it to the Authority.

7.1.5 If the proposal is approved by the Authority, it shall be incorporated into the Contract in accordance with DEFCON 620 (Contract Change Control Procedure).

7.1.6 If the Authority does not consider the proposal complies with Paragraphs 7.1.2(ii) and 7.1.3, or in any other respect with the Contract, the Parties shall negotiate to resolve any disagreements in accordance with Schedule I (Dispute Resolution Procedure).

7.1.7 Where the disagreement is not resolved by negotiation within 90 Business Days (or such other time agreed between the Parties) then:

- (i) to the extent that the disagreement, or any element of thereof, relates to a matter on which the SSRO may give a determination pursuant to the Defence Reform Act (DRA) or the SSCRs, such disagreement shall be referred to the SSRO for a determination; and
- (ii) to the extent that the disagreement, or any element of thereof, relates to any other matter, such disagreement shall be resolved in accordance with Schedule I (Dispute Resolution Procedure).

7.1.8 Upon resolution of the disagreement in accordance with Paragraph 7.1.7, the Contractor shall produce a revised proposal reflecting the outcome of such resolution, and such revised proposal shall be incorporated into the Contract in accordance with DEFCON 620 (Contract Change Control Procedure).

#### **TERMINATION PRIOR TO FOLLOW-ON PRICING PERIODS**

8.1 If, at any time prior to the incorporation of any Follow-on Pricing Period, the Authority decides (in its absolute discretion) that the procedure set out in this Schedule E will not result in a proposal that will meet the Authority's requirements and/or be affordable the Parties shall discuss alternative proposals that may be affordable and meet the Authority's requirements. Following such discussion the Authority may (in its absolute discretion) terminate the Contract (in whole or in part) with effect from the end of the current Pricing Period by giving no less than 20 Business Days written notice to the Contractor.

8.2 Termination in accordance with Paragraph 8.1 is a separate right of termination and the consequences of such termination shall be as set out in Condition 28.6 and, for the avoidance of doubt, such a termination shall not be a termination for convenience under DEFCON 656B.

#### **POST COSTING AND PROTECTION AGAINST EXCESSIVE PROFITS OR LOSSES FOR ALL PRICING PERIODS**

9.1 This Paragraph 9.1 shall apply during Pricing Period 1 and during any Follow-On Pricing Periods.



- 9.2 The Authority and the Contractor shall conduct PEPL assessments and adjustments in accordance with the SSCR for each Pricing Period separately.
- 9.3 The Contractor shall provide a Contract Completion Report for each Pricing Period within 6 months of the end of that Pricing Period.
- 9.4 The Contractor shall provide a Contract Cost Statement for each Pricing Period within 12 months of the end of that Pricing Period.
- 9.5 The Contractor shall provide all information and reports required by the SSCR for each Pricing Period separately.

**ADDITIONAL TASKS FOR ALL PRICING PERIODS**

- 10.1 This Paragraph 0 shall apply during Pricing Period 1 and during any Follow-On Pricing Periods.
- 10.2 All Additional Tasks shall be placed in accordance with Schedule G (Additional Tasks) on a Firm Price basis unless otherwise agreed by the Parties.
- 10.3 Labour and overhead rates to be used for the agreement of prices for Additional Tasks shall be:
  - 10.3.1** for UK costs, those agreed corporately with the Authority and published from time to time by the Authority's Indirect Costs Pricing Team (ICPT); and
  - 10.3.2** for US costs, those agreed and detailed at Appendix B of this Schedule E (Pricing and Payment) subject to Paragraph 10.4.
- 10.4 The Parties acknowledge that the rates detailed at Appendix B of this Schedule E (Pricing and Payment) are provisional and shall apply until they are adjusted following a review by the Defense Contract Management Agency and/or as otherwise agreed by the Parties.
- 10.5 The Contract Profit Rate for Additional Tasks will be agreed on a case by case basis in accordance with the Six Step Process as set out in the SSCR ahead of placement of each task.
- 10.6 For each Additional Task, the Authority will agree a payment plan with the Contractor. If the Contractor proposes milestone payments, the Contractor shall provide such

information as the Authority may reasonably require to justify such milestone payments.

- 10.7 Each T700-GE-701D engine with operating hours greater than 25 hours prior to 2 January 2023 shall be subject to a one-time induction fee by way of an Additional Task, save that the following rates are agreed and shall be incorporated into the relevant Tasking Form:

<b>Engine operating hours prior to 2 January 2023</b>	<b>Firm Price rates per engine operating hour</b>
In respect of the first 25 operating hours	Redacted under FOIA Section 43, Commercial Interests Exemption
In respect of the next 175 operating hours	Redacted under FOIA Section 43, Commercial Interests Exemption
In respect of each operating hour thereafter	Redacted under FOIA Section 43, Commercial Interests Exemption

- 10.8 Aircraft Operated In A Harsh Environment (as defined in Appendix G of this Schedule) shall be subject to an Additional Task save that the provisions of Appendix G of this Schedule shall apply.

### **HARVESTING**

- 11.1 In this paragraph 0, "**Harvesting Information**" shall mean the information regarding the availability of Mk1 Spares and including, in respect of each Mk1 Spare, the:

- 11.1.1 part number;
- 11.1.2 part name;
- 11.1.3 NSN (where applicable);
- 11.1.4 accounting class;
- 11.1.5 quantity;
- 11.1.6 location;
- 11.1.7 condition;

- 11.1.8 shelf life remaining; and
- 11.1.9 total hours flown or finite life remaining for items with a finite life.
- 11.2 Not used.
- 11.3 The Parties acknowledge that no later than 3 months prior to Manage Material Flow Services commencement, the Contractor shall provide the Provisioning Data (including Delta Spares Provisioning List). The P and L class items that are Harvestable (as agreed between the parties, acting reasonably) in such Provisioning Data shall be the **“Modelled P & L Class Items”**.
- 11.4 The Contractor shall Harvest Mk1 Spares in preference to purchasing new Spares, or conducting repair & overhaul of unserviceable Spares, wherever reasonably possible, so as to in effect treat the Authority as its preferred supplier, provided that it represents value for money for the Authority.
- 11.5 From the Contract Commencement Date, and from time to time, the Contractor shall request that the Authority, as its preferred supplier, provides Harvesting Information for any Mk1 Spare it wishes to Harvest listed at Appendix E as soon as reasonably practicable after becoming aware of its demand for such Mk1 Spare. In making such requests the Contractor shall proactively consider and plan for relevant lead times.
- 11.6 From the Contract Commencement Date, and from time to time, the Authority shall provide the Contractor with Harvesting Information of any Mk1 Spare as soon as reasonably practicable after becoming aware of the availability of such Mk1 Spares.
- 11.7 Without prejudice to Paragraph 11.4, as soon as reasonably practicable, the Contractor shall notify the Authority of:
  - 11.7.1 the Harvestable Spares which the Contractor requires the Authority to provide;
  - 11.7.2 the date by which each such Harvestable Spare is required; and
  - 11.7.3 the location to which such Harvestable Spares shall be delivered,**(“Harvesting Notice”)**.

- 11.8 Within 15 Business Days of a Harvesting Notice, the Authority shall confirm to the Contractor whether the Harvestable Spare can be provided by the date notified pursuant to Paragraph 11.7.2.
- 11.9 Unless otherwise agreed by the Parties:
- 11.9.1 the Authority shall be responsible for the transportation and shipping of Harvestable Spares within the UK and shall ensure that such Harvestable Spares are packaged to commercial packaging standards (including Special Type Containers and Special to Contents Containers) in accordance with Def Stan 81-041 Pt 1; and
  - 11.9.2 the Contractor shall be responsible for all transportation and shipping of Harvestable Spares outside of the UK and shall ensure that such Harvestable Spares are packaged to commercial packaging standards (including Special Type Containers and Special to Contents Containers) in accordance with Def Stan 81-041 Pt 1.
- 11.10 Where the Authority has failed to provide a Harvestable Spare by the date and/or to the location specified in the Harvesting Notice (save to the extent caused by the Contractor's breach of Paragraph 11.9.2) or failed to notify the Contractor in accordance with Paragraph 11.8:
- 11.10.1 the Contractor shall be entitled to purchase a new Spare in place of such Harvestable Spare; and
  - 11.10.2 such failure may be deemed to be an Authority Dependency Failure.
- 11.11 If within 30 Business Days (or such longer period as may be agreed by the Parties both Parties acting reasonably) following receipt of a Mk1 Spare following a request pursuant to Paragraph 11.7, the Contractor demonstrates to the Authority (both Parties acting reasonably) that the relevant Mk1 Spare was not a Harvestable Spare due to it not materially meeting the description in the Harvesting Information, it may be deemed to be an Authority Dependency Failure in respect of the relevant Mk1 Spare.
- 11.12 Without prejudice to any other provision in this Schedule E (Pricing and Payment) which shall prevail in the event of a conflict, a high-level illustration of the process for Harvesting is set out in Appendix F to this Schedule E (Pricing and Payment).

## **HARVESTING INCENTIVISATION**

12.1 As soon as reasonably practicable following 31 January 2023, and subject to Paragraphs 12.2 to 12.4, the Authority shall pay to the Contractor the “**Harvesting Incentive Payment**” where:

12.1.1 HIP = THIV (IHS/MPLCS) where:

- (i) HIP means Harvesting Incentive Payment;
- (ii) THIV means the Total Harvesting Incentive Value;
- (iii) IHS means the number of items that are Incentivised Harvestable Spares that have been Harvested prior to 31 December 2022; and
- (iv) MPLCS means the number of items that are Modelled P & L Class Items.

12.2 No later than 2 January 2023, the Contractor shall notify the Authority (with such supporting evidence as the Authority may reasonably require) of the incentive payment it believes to be due pursuant to Paragraph 0.

12.3 The Authority may acting reasonably either:

12.3.1 agree to the incentive payment claimed pursuant to Paragraph 12.2; or

12.3.2 not agree to the incentive payment claimed pursuant to Paragraph 12.2, in which case the Parties shall agree or seek determination of the incentive payment in accordance with Schedule I (Dispute Resolution Procedure).

12.4 Once agreed or determined in accordance with Paragraph 12.3, the Contractor may make a claim for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due) of an amount equal to the agreed or determined incentive.

## **TRAINING DELIVERY INCENTIVISATION**

13.1 The Parties agree that the Authority may from time to time (acting reasonably) request changes to the course delivery dates agreed as part of the annual planning cycle pursuant to Schedule A (Schedule of Requirements) 1.5-6 (“**New Course Delivery Dates**”).

13.2 Where in a Financial Year New Course Delivery Dates are:

13.2.1 reasonably requested by the Authority; and

13.2.2 delivered by the Contractor at no additional cost,

the Authority shall pay to the Contractor the relevant percentage of the Annual Course Incentive Payment as set out in the table below:

Percentage of requests made pursuant to Paragraph 13.1 that satisfy the requirements of Paragraph 13.2.	Percentage of Annual Course Incentive Payment due.
100%	100%
$\geq 85\%$ but $< 100\%$	90%
$\geq 70\%$ but $< 85\%$	80%
$\geq 55\%$ but $< 70\%$	70%
$\geq 40\%$ but $< 55\%$	60%
$\geq 25\%$ but $< 40\%$	50%

13.3 No later than one month following the end of each Financial Year, the Contractor shall notify the Authority (with such supporting evidence as the Authority may reasonably require) of the incentive payment it believes to be due pursuant to Paragraph **Error! Reference source not found..**

13.4 The Authority may acting reasonably either:

13.4.1 agree to the incentive payment claimed pursuant to Paragraph 13.3; or

13.4.2 not agree to the incentive payment claimed pursuant to Paragraph 13.3, in which case the Parties shall agree or seek determination of the incentive payment in accordance with Schedule I (Dispute Resolution Procedure).

13.5 Once agreed or determined in accordance with Paragraph 13.4, the Contractor may make a claim for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due) of an amount equal to the agreed or determined incentive.

**TRAINING COURSEWARE DELIVERY INCENTIVISATION**

14.1 The Parties agree that the Authority may, from time to time, request (acting reasonably) changes to agreed courseware development activities set out in item 32 (Contract Master Schedule) of Schedule B (Contract Data Deliverables) ("**Courseware Requested Changes**").

14.2 Where in a Financial Year Courseware Requested Changes are:

14.2.1 reasonably requested by the Authority; and

14.2.2 delivered by the Contractor at no additional cost,

the Authority shall pay to the Contractor the relevant percentage of Annual Courseware Incentive Payment as set out in the table below:

Percentage of requests made pursuant to Paragraph 14.1 that satisfy the requirements of Paragraph 14.2.	Percentage of Annual Courseware Incentive Payment due.
=100%	100%
>=85% but <100%	90%
>=70% but <85%	80%
>=55% but <70%	70%
>=40% but <55%	60%
>=25% but <40%	50%

14.3 No later than one month following the end of each Financial Year, the Contractor shall notify the Authority (with such supporting evidence as the Authority may reasonably require) of the incentive payment it believes to be due pursuant to Paragraph 0.

14.4 The Authority may acting reasonably either:

14.4.1 agree to the incentive payment claimed pursuant to Paragraph 14.3; or

- 14.4.2 not agree to the incentive payment claimed pursuant to Paragraph 14.3, in which case the Parties shall agree or seek determination of the incentive payment in accordance with Schedule I (Dispute Resolution Procedure).
- 14.5 Once agreed or determined in accordance with Paragraph 14.4, the Contractor may make a claim for payment in accordance with DEFCON 522 (Payment and Recovery of Sum Due) of an amount equal to the agreed or determined incentive.

### **FLYING HOURS**

- 15.1 The Authority, in its sole discretion, may revise the Projected Flying Hours (as set out in Appendix 12 (Projected Flying Hours) of Schedule A (Statement of Requirements)) by up to and including 10% (ten per cent).
- 15.2 Any increase in the Projected Flying Hours in accordance with Paragraph 15.1 above by up to and including 10% (ten per cent) shall be included in the Firm Price for Pricing Period 1 as set out Paragraph 3.1 (Contract Price for Pricing Period 1) of this Schedule E (Pricing and Payment) and shall not give rise to right for the Contractor to increase the Contract Price.
- 15.3 Any increase in the Projected Flying Hours in accordance with Paragraph 15.1 above by more than 10% (ten per cent) shall either (as agreed by the Parties acting reasonably) be deemed to be:
- 15.3.1 a change to the Contract and shall be incorporated into the Contract in accordance with DEFCON 620 (Contract Change Control Procedure) and implemented in accordance with DEFCON 503 (Formal Amendments to Contract); or
- 15.3.2 an Additional Task in accordance with Schedule G (Additional Tasks),
- provided that the Contractor can demonstrate to the Authority's reasonable satisfaction that the Contractor has incurred additional costs in carrying out such increase in flying hours.
- 15.4 In the event that the Projected Flying Hours are not achieved by the Contractor in any Financial Year, there shall be no recalculation of the Firm Price or reimbursement of payment from the Contractor to the Authority.



- 15.5 The Parties shall negotiate to resolve any disagreements regarding any change proposal or Additional Tasking request as detailed in Paragraph 15.3 in accordance with the Dispute Resolution Procedure under Schedule I (Dispute Resolution).

**APPENDIX A**

**MILESTONE PAYMENT PROCESS AND PAYMENT PLAN**

- 1.1 The Contractor shall ensure that the Milestone Acceptance Criteria are satisfied.
- 1.2 The Contractor shall provide details of progress against each of the Milestones as part of Quarterly Progress Review Summary Report provided pursuant to Schedule B (Contract Data Deliverables).
- 1.3 Where the Contractor reasonably believes that it has satisfied the relevant Milestone Acceptance Criteria, the Contractor shall notify the Authority's Commercial Officer.
- 1.4 No later than 30 calendar days following the Contractor's notice pursuant to Paragraph 1.3 above, the Authority's Commercial Officer shall confirm to the Contractor in writing whether the relevant Milestone Acceptance Criteria have been satisfied.
- 1.5 Where the Authority does not agree that the relevant Milestone Acceptance Criteria have been satisfied the Parties shall agree or seek determination in accordance with Schedule I (Dispute Resolution Procedure).
- 1.6 Following receipt of the confirmation from the Authority's Commercial Officer pursuant to Paragraph 1.4 above, the Contractor may submit a claim for payment of the relevant Milestone Payment in accordance with Paragraph 6.1 of this Schedule E (Pricing and Payment).

Table 1 – UK Apache AH64E Milestone Payments

1	2	3	4	5
<b>Milestone</b>	<b>Milestone Date</b>	<b>Milestone Acceptance Criteria</b>	<b>Firm Price Milestone Payment (GBP)</b>	<b>Firm Price Milestone Payment (USD)</b>
Mobilisation and AMPS Classroom Complete	Mar-22	Customer acceptance of AMPS Classroom and instructor and student devices complete	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Military Review 1 for Engineering Manager, Avionic Advanced Practices and Aircraft Advanced Practices	May-22	Acceptance of the delivery of draft Learning Scalar (LScalar), Learning Specification (LSpec), Assessment Strategy (AStrat), Assessment Specification (ASpec), Presentations and Instructor/Student Notes for Engineering Manager, Engineering Avionic Technician Advanced Practices, Engineering Aircraft Technician Advanced Practices for modules not reviewed in Q1 2021	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Mobilisation training fleet	May-22	The recruitment, Training and establishment of processes to deliver the OCU Spares Store	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Courseware completion milestone 1	Sep-22	Acceptance of the delivery of Course Training Plan (CTP) post military review 2 including any rectification actions completed, for Engineering Managers, Engineering Aircraft Technician Advanced Practices, Engineering Avionic Technician Advanced Practices, Apache Familiarisation, Apache Crypto Operator, Joint AH Refuelling, AH-64E Aircrew Groundschool and Pilot Return to Type comprising; LScalar, LSpec, AStrat, ASpec, Presentations, Instructor/Student notes and course programme	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Completion of SRR & PDR for APTT & FPTT	Aug-22	Completion of System Requirements Review (SRR) and Preliminary Design Review (PDR) for Armament Part Task Trainer (APTT) and Fuel Part Task Trainer (FPTT)	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Completion of CDR for APTT & FPTT	Nov-22	Completion of Critical Design Review (CDR) for Armament Part Task Trainer (APTT) and Fuel Part Task Trainer (FPTT)	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
OCU Mobilisation Phase Maintenance	Dec-22	The recruitment, Training and establishment of processes to deliver the Support to Phase Maintenance	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Courseware completion milestone 2	Jan-23	Acceptance of delivery of Course Training Plan (CTP) post military review 2 including any rectification actions completed, for AMPS Operator, Pilot Conversion to Type (PCTT), comprising; LScalar, LSpec, AStrat, ASpec, Presentations, Instructor/Student notes and course programme	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Courseware completion milestone 3	Apr-23	Acceptance of delivery of Course Training Plan (CTP) post military review 2 including any rectification actions completed, for Pilot Conversion to Role (PCTR), Pilot Return to Role (PRTR), AH-64E Groundcrew, AMPS Administrator, Engineering Armourer, Engineering Aircraft Technician Basic & Engineering Avionic Technician Basic comprising; LScalar, LSpec, AStrat, ASpec, Presentations, Instructor/Student notes and course programme	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
WMS Mobilisation period	Aug-23	The recruitment, Training and establishment of processes to deliver the scope increase to the Warehouse Management Service	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Completion of SRR & PDR for FCST & AWST; and FAT for APTT & FPTT	Jun-23	Completion of System Requirements Review (SRR) and Preliminary Design Review (PDR) for Flight Controls System Trainer (FCST) and Area Weapon System Trainer (AWST), and Factory Acceptance Test (FAT) for 1st modified Armament Part Task Trainer (APTT) and 1st modified Fuel Part Task Trainer (FPTT)	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Completion of CDR for FCST & AWST; and SAT for APTT & FPTT	Sep-23	Completion of Critical Design Review (CDR) for Flight Controls System Trainer (FCST) and Area Weapon System Trainer (AWST), and Site Acceptance Test (SAT) for 1st modified Armament Part Task Trainer (APTT) and 1st modified Fuel Part Task Trainer (FPTT)	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Completion of FAT for FCST & AWST, 2nd mod APTT & 2nd mod FPTT	Apr-24	Completion of Factory Acceptance Test (FAT) for modified Flight Controls System Trainer (FCST), modified Area Weapon System Trainer (AWST), 2nd modified Armament Part Task Trainer (APTT) and 2nd modified Fuel Part Task Trainer (FPTT)	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Completion of SAT for FCST & AWST, 2nd mod APTT & 2nd mod FPTT; final sign off for PTT modification programme	Jul-24	Completion of Site Acceptance Test (SAT) for modified Flight Controls System Trainer (FCST), modified Area Weapon System Trainer (AWST), 2nd modified Armament Part Task Trainer (APTT) and 2nd modified Fuel Part Task Trainer (FPTT), and final sign off Part Task Trainer modification programme	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Table 2 – UK AH64E Monthly Payment Plan

1	2	3	4	5
Invoice Description	Date	Acceptance Criteria	Firm Price Payment (GBP)	Firm Price Payment (USD)
Bid Cost Settlement	Jan-22	Contract Award - Actuals Recovery	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Early Solution Development	Jan-22	Contract Award - Actuals Recovery	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jan-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Feb-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Mar-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Apr-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	May-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jun-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jul-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Aug-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Sep-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Oct-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Nov-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Dec-22	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jan-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Feb-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Mar-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption



Monthly Service Payment	Apr-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	May-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jun-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jul-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Aug-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Sep-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Oct-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Nov-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Dec-23	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jan-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Feb-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Mar-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Apr-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	May-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jun-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jul-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Aug-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Sep-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Oct-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Nov-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Dec-24	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jan-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Feb-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Mar-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Monthly Service Payment	Apr-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	May-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jun-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Monthly Service Payment	Jul-25	Monthly Service Payment	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

**APPENDIX B**

1. The agreed US labour rates for Additional Tasks proposed during Q1 2022 are set out below (exclusive of UK burdens, profit and incentive). The parties mutually agree to update the US labour rates for any additional task proposed during the remainder of Pricing Period 1.

Code	2022 (\$)	2023 (\$)	2024 (\$)	2025 (\$)
Redacted under FOIA Section 43, Commercial Interests Exemption				

**APPENDIX C**

**NOT USED.**

**APPENDIX D****LIMIT OF LIABILITY PAYMENTS**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Invoice Description</b>	<b>Date</b>	<b>Acceptance Criteria</b>	<b>LoL Payment (GBP)</b>	<b>LoL Payment (USD)</b>
Limit of Liability	Apr-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	May-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jun-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jul-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Aug-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Sep-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Oct-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Nov-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Dec-22	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jan-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Feb-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption



Limit of Liability	Mar-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Apr-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	May-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jun-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jul-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Aug-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Sep-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Oct-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Nov-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Dec-23	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jan-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Feb-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Mar-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Apr-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Limit of Liability	May-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
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Limit of Liability	Aug-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Sep-24	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
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Limit of Liability	Feb-25	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Mar-25	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
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Limit of Liability	May-25	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
Limit of Liability	Jun-25	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

Limit of Liability	Jul-25	Limit of Liability	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption
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**APPENDIX E**

**MK1 COMMON SPARES LIST**

Redacted under FOIA Section 43, Commercial Interests Exemption.

**APPENDIX F**

**PROCESS FOR HARVESTING**

Redacted under FOIA Section 43, Commercial Interests Exemption

**APPENDIX G**

1. Any one of the following shall be classified as **“Aircraft Operated In A Harsh Environment”**:

1.1. Aircraft operated in the following regions:

1.1.1. Arabian (eastern) Dessert, Actacama Desert, Chihuahua Desert, Colorado/Mojave Desert, Death Valley Desert, Gibson Desert, Gobi Desert, Great Sandy Desert, Great Victoria Desert, Kalahari Desert, Kara-Kum Desert, Kavir Desert, Kyzyl Kum Desert, Lut Desert, Nafud Desert, Namib Desert, Sahara Desert, Simpson Desert, Sonoran Desert and Syrian Desert; and

1.1.2. Equatorial Guinea, Ghana, UAE, Central Australia (<90 E, <135 E), Congo, Liberia, Bolivia, Indonesia, Nepal, Azerbaijan, Ethiopia, Armenia, Iran, Rwanda, Somalia, Uganda, Malawi, Zambia, Burkina Faso, Cameroon, Senegal, Bangladesh, Central African Republic, Eritrea, Yemen, Libya, Cote d'Ivoire, Guinea, Guinea-Bassau, Sierra Leone, Myanmar, India, Angola, Saudi Arabia, Qatar, Afghanistan, China Area 3 (<40 N, >100 E), Chad, Mauritania, Kuwait, Pakistan, Bahrain, Egypt, Nigeria, Togo, Iraq, Algeria, Oman, Israel, Jordan, Kuwait, Lebanon, Syria and Tunisia; and

1.2. landing, take off and Hovering In Ground Effect (HIGE) on un-prepared strips in sandy/Volcanic ash regions, or for operation in any desert or similar environment where high concentrations of airborne sand or dust are present.

2. The applicable fee for per Flying Hour of an Aircraft Operated In A Harsh Environment shall be:

<b>Jan 2023 – March 2023</b>	<b>April 2023 – March 2024</b>	<b>April 2024 – March 2025</b>	<b>April 2025 – July 2025</b>
Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption	Redacted under FOIA Section 43, Commercial Interests Exemption

3. Any plans for Aircraft Operated In A Harsh Environment will be notified by the Authority to the Contractor as soon as reasonably practicable.