



Contract No: 701547457 (Formerly referred to as
FsASTC/00138)

For: C17 – Synthetic Training Service

SCHEDULE E

MEASURES IN A CRISIS

1. MEASURES IN A CRISIS

- 1.1. Subject always to the provisions of Condition 8.6 (Force Majeure) of the Contract, the Contractor shall continue to provide the Services in peacetime and during periods of crisis, tension, emergencies, transition to war and during hostilities.
- 1.2. If at any time, the Authority believes, in its sole opinion, that the circumstances identified in Condition 1.3 apply, it may issue a notice in writing to the Contractor of such belief; always provided that written justification, subject to any relevant confidentiality and or security provisions, is evidenced to support such belief.
- 1.3. The circumstances referred to in Condition 1.2 are that, in view of:
- 1.3.1. the national interests of the United Kingdom and its territories, or a threat to their national security and defence, or the occurrence of a state of war, crisis, state of tension or other emergency (whether or not involving hostilities);
 - 1.3.2. a request to the Authority by a local authority, public body or statutory corporation for assistance in relation to the occurrence or possible occurrence of a major accident, crisis or natural disaster; and/or,
 - 1.3.3. a request by NATO, the European Union or the United Nations or other country or organisation(s) for support or assistance in relation to international obligations, it is necessary, appropriate or desirable for the Authority to take all or any of the measures described in Conditions 1.4 to 1.9 inclusive.
- 1.4. Subject to the issue of a notice in accordance with Condition 1.2 the Authority may require the Contractor, within such period as may be specified by the Authority in its sole discretion, to provide such information in the possession, knowledge or control of the Contractor as the Authority may in its sole discretion require, including without limitation, information relating to all or any of the following matters:
- 1.4.1. the Services currently carried out by the Contractor or due to be carried out by the Contractor within a period specified by the Authority for:
 - 1.4.1.1. the Authority; and,
 - 1.4.1.2. any Third Parties;
 - 1.4.2. the Contractor's current deployment of its employees whether inside or outside of Government facilities; and/or,
 - 1.4.3. all supporting equipment and documentation currently held by the Contractor and the location of such equipment and documentation,

- 1.4.4. and the Contractor shall promptly and diligently comply fully with the requirement to provide such information.
- 1.4.5. The Authority shall keep confidential at all times the information supplied under 1.4 and agrees it shall not be shared with any Third Party without the express written permission of the Contractor, which shall not be unreasonably withheld.
- 1.5. Upon providing the Authority with the information requested pursuant to Condition 1.4, or upon expiry of the period specified by the Authority for the supply of such information, the Contractor shall, upon being so requested by the Authority, discuss (acting reasonably) with the Authority any matters which the Authority, in its sole opinion, may consider relevant or appropriate to any proposals the Authority may have for the reallocation of priorities for, or for the reorganisation of, Services carried out or to be carried out by the Contractor. These will be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to this Schedule E (Measures in a Crisis) and may include, without limitation, the following matters:
- 1.5.1. the revision (including the early completion, suspension or permanent cessation) of the provision of the Services for the Authority;
- 1.5.2. the early completion, suspension, or permanent cessation of any services by the Contractor for Third Parties; and,
- 1.5.3. the immediate implementation of changes to existing services or new services,
- 1.5.3.1. subject to the application of relevant certificates and or standards required under the Contract or as agreed as part of a change or new service,
- 1.5.4. the Parties shall where relevant take into account any similar requirements of Third Parties who may be involved in the same operations as that of the Authority to ensure continuity of joint activities during the same period, and the parties shall endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.
- 1.6. Notwithstanding any provision to the contrary in this Contract (but without prejudice to Conditions 1.4 and 1.10) and notwithstanding that any of the measures described in Condition 1.6 may not be taken, required to be taken, or have been completed, the Authority may, in the circumstances provided under Condition 1.3, at

any time and at its sole discretion, issue written instructions to the Contractor including, without limitation, in relation to all or any of the following matters:

- 1.6.1. to accelerate to early completion, to suspend, or to cease permanently any of the Services carried out by the Contractor for Third Parties;
- 1.6.2. to remove (permanently or temporarily) the property of either the Contractor and/or Third Parties from the Government Facilities used in the delivery of Services under this Contract and to use all reasonable endeavours to procure that any such action is carried out on terms with such Third Parties, which result in the least possible loss or damage;
- 1.6.3. to accelerate to early completion, to suspend, or to cease permanently any of the Services carried out or to be carried out by the Contractor under this Contract;
- 1.6.4. to carry out any changes whatsoever to the Services required by the Authority without reference to the change procedure in Condition 8.15 (Contract Change) of the Contract; and/or,
- 1.6.5. to deploy and/or to use or make available for use by the Authority or as directed by the Authority its employees, its stocks of materials, premises, plant, machinery, equipment and other supplies,
- 1.6.6. always subject to the Authority accepting full liability for its use of, damage to or loss of any of the Contractor's stocks of materials, premises, plant, machinery, equipment and other supplies,
 - 1.6.6.1. which shall include restitution in toto of any, or all of the same in accordance with the relevant market prices operating at the time,

and the Parties, where relevant, shall use all reasonable endeavours to fully, promptly and diligently comply with such instructions.

- 1.7. The Authority shall comply with all relevant operating instructions and standards in the use of any of the Contractor's devices, equipment, premises or other kit. Failure to do so shall render the Authority liable for any damage or injury sustained to the Contractor's or any of its Third Parties' devices, equipment, premises or personnel.
- 1.8. Subject always to the decision of the Contractor as to whether 1.8 shall be applied; where the Contractor experiences a loss of business or litigation against it from its Third-Party business, due to the application of this Schedule E, the Authority shall fully compensate the Contractor in accordance with the losses sustained: Such losses shall be justified in writing by the Contractor. The Authority shall act reasonably in these circumstances with regard to the compensation of such losses

- 1.9. The provision of Conditions 1.4 to 1.10 shall immediately cease to apply when the Authority issues a written notice to that effect to the Contractor and thereafter the Contractor shall continue to be bound by the provisions of this Contract.
- 1.10. Any action or measures which the Authority may, or is required to, take pursuant to the provision of this Condition may validly be taken by the Authority acting through the direct employees of the Authority only.