

**Typhoon Delivery Team
Contract No: FAST/00214
For:**

EJ200 Engine Spares Inclusive Repair Service (EJISS)

**Between the Secretary of the State for
Defence of the United Kingdom of Great
Britain and Northern Island**

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1. Introduction

- 1.1. This Contract is effective from 01 January 2019 between:
 - 1.1.1. The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland (the “Authority”), and
 - 1.1.2. ROLLS-ROYCE PLC (company number 1003142) registered office is 62 Buckingham Gate, London SW1E 6AT (the “Contractor”).

2. Recital

- 2.1. The EJ200 Engine support activities under PSOP3 (Contract EF/00166) Additional Work Form (AWF056) expires on 30 June 2019. The intent being that the aforementioned PSOP3 AWF shall be subsumed into this Contract upon Contract signature to align with the Contract Effective date of 01 January 2019.
- 2.2. The Parties recognise that in agreeing this Contract they are transitioning from an Engine availability Contract to a Spares inclusive Engine repair service.
- 2.3. The Parties agree that in entering into this Contract there is no contractual obligation on either Party to a follow-on contract but that during this Contract they shall discuss the exit strategy from this Contract to support a future EJ200 Engine support arrangement.
- 2.4. EUROJET is the Design Organisation for the EJ200 Engine.
- 2.5. The Parties intend to work together in accordance with the terms of this Contract.
- 2.6. The Contract pricing arrangements are intended to be structured so as to provide incentives to both Parties to convert potential efficiency gains into cost reduction for the Authority and increased profit for the Contractor.

3. DEFCONs, DEFFORMs and DEFSTANs

3.1. DEFCONs:

References in this Contract to any DEFCON shall be construed as a reference to that DEFCON as amended by the following provisions of this Clause 3.1 (DEFCONs), whether or not expressly stated elsewhere in this Contract.

DEFCON 5J (Edn 18/11/16)	Unique Identifiers
DEFCON 21 (Edn 10/04)	Retention of Records
DEFCON 23 (Edn 08/09)	Special Jigs, Tooling and Test Equipment Applicable to relevant GFX listed in Schedule B (Obligations of the Authority). GFX indirectly funded by the Contractor are not subject to this DEFCON.
DEFCON 68 (Edn 02/19)	Supply of Data for Hazardous Articles, Materials And Substances For the purposes of this Contract, the "Commercial Officer" shall be as defined in Box 1 of DEFFORM 111 (Appendix to Contract) as referred to in Clause 8 of DEFCON 68.
DEFCON 76 (Edn 12/06)	Contractor's Personnel at Government Establishments REDACTED
DEFCON 90 (Edn 11/06)	Copyright Applicable only in respect of those reports generated and delivered by the Contractor pursuant to this Contract and as listed in Schedule F (Governance).
DEFCON 129 (Edn 04/19)	Packaging (For Articles other than Munitions) For the purpose of DEFCON 117, all NATO codification shall be actioned under the EJ PC11 Contract.
DEFCON 129J (Edn 18/11/16)	The Use of Electronic Business Delivery Form For the purposes of this Contract, shall only apply in respect of Additional Services.
DEFCON 501 (Edn 11/17)	Definitions and Interpretations (i) For the purposes of Clause 1.u. references to the Project Manager (PM) shall be the Authority's representative (see Box 2 of DEFFORM 111). (ii) Any references in the Contract to "the Engineering Authority (EA)" shall be understood to be the PM or his authorised representative (iii) For the purposes of Clause 1.e, the second sentence of that clause shall not apply and the provisions of Clause 10 (Precedence) shall apply
DEFCON 502 (Edn 05/17)	Specification Changes

	Design changes shall be introduced through the EJ PC11 Contract, however the hardware and implementation shall be through this Contract therefore Schedule L (Contract Changes) shall apply.
DEFCON 503 (Edn 12/14)	Formal Amendments to Contract For the purposes of this Contract, Clause 5 of DEFCON 503 shall not apply.
DEFCON 507 (Edn 10/18)	Delivery
DEFCON 513 (Edn 11/16)	Value Added Tax (VAT)
DEFCON 515 (Edn 02/17)	Bankruptcy and Insolvency REDACTED
DEFCON 516 (Edn 04/12)	Equality
DEFCON 518 (Edn 02/17)	Transfer
DEFCON 520 (Edn 05/18)	Corrupt Gifts And Payments Of Commission REDACTED
DEFCON 522 (Edn 11/17)	Payment and Recovery of Sums Due REDACTED
DEFCON 524 (Edn 10/98)	Rejection For the purposes of this Contract, shall only apply in respect of Contract Change Procedure. As per this DEFCON, any reference to DEFCON 530 should be interpreted as a reference to Clause 60 (Dispute Resolution).
DEFCON 525 (Edn 10/98)	Acceptance For the purposes of this Contract, shall only apply in respect of Contract Change Procedure.
DEFCON 526 (Edn 08/02)	Notices
DEFCON 527 (Edn 09/97)	Waiver
DEFCON 528 (Edn 07/17)	Import and Export Licences DEFFORM 528 will be provided by the Contractor within 12 months of Contract Signature Date, and thereafter every 12 months after date of first submission. Within Clause 16 of this DEFCON, the following notice periods shall apply: Within 60 calendar days of such notification, the Contractor shall propose to the Authority actions to mitigate the impact of such restrictions. The Authority shall notify the Contractor within 60 calendar days of receipt of a proposal whether it is

	acceptable and where appropriate the Contract shall be modified in accordance with its terms to implement the proposal.
DEFCON 529 (Edn 09/97)	Law (English) As per this DEFCON, any reference to DEFCON 530 should be interpreted as a reference to Clause 60 (Dispute Resolution).
DEFCON 532B (Edn 05/18)	Protection of Personal Data
DEFCON 537 (Edn 06/02)	Rights Of Third Parties
DEFCON 538 (Edn 06/02)	Severability
DEFCON 539 (Edn 08/13)	Transparency As per this DEFCON, any reference to DEFFORM 539A should be interpreted as a reference to Schedule R (Contractor's Commercially Sensitive Information).
DEFCON 550 (Edn 02/14)	Child labour and Employment Law
DEFCON 566 (Edn 12/18)	Change of Control of Contractor Governance regarding the source of hardware for the purposes of the EJ200 Engine is subject to already established NETMA arrangements (International Contracts), to which the Authority is a Party. As such, for the purposes of this Contract, the Contractor shall only be responsible for compliant implementation of the governance requirements per this DEFCON 566 with respect to subcontractors supplying support for Contractor Deliverables (Schedule A) beyond that covered by the International Contracts.
DEFCON 601 (Edn 04/14)	Redundant Materiel (i) In Clause 1, the words “as defined in DEFCON 501” shall be deleted and “materiel” shall have the meaning given to “Materiel” in Clause 4 (Definitions). (ii) These shall be disposed of in accordance with the agreement recorded in the current QMAC for the Contractor and site at the time of disposal
DEFCON 602A (Edn 12/17)	Quality Assurance (With Deliverable Quality Plan) The Parties agree that the Quality Plan at Schedule K (Quality Assurance and Safety Requirements) of this Contract, including any changes subsequently agreed in writing between the Parties, shall satisfy this DEFCON.
DEFCON 604 (Edn 06/14)	Progress Reports
DEFCON 605 (Edn 06/14)	Financial Reports
DEFCON 606 (Edn 06/14)	Change and Configuration Control Procedure
DEFCON 608 (Edn 10/14)	Access and Facilities To Be Provided By The Contractor

DEFCON 609 (Edn 08/18)	Contractor's Records REDACTED
DEFCON 611 (Edn 02/16)	Issued Property For the avoidance of doubt the Contract Price does not include any activity required of the Contractor related to Issued Property issued after the Effective Date. Should a requirement arise for any activity on new Issued Property under this Contract, the Parties shall agree a Contract Change Procedure in accordance with Schedule L of the Contract.
DEFCON 612 (Edn 10/98)	Loss Of Or Damage To The Articles. For the purposes of this Contract, shall only apply in respect of Contract Change Procedure.
DEFCON 619A (Edn 09/97)	Customs Duty Drawback
DEFCON 621B (Edn 10/04)	Transport (If Contractor Is Responsible for Transport)
DEFCON 624 (Edn 11/13)	Use of Asbestos For the purposes of this Contract, this DEFCON shall apply, excluding GFX.
DEFCON 625 (Edn 10/98)	Co-Operation On Expiry Of Contract
DEFCON 627 (Edn 12/10)	Quality Assurance - Requirement for a Certificate of Conformity
DEFCON 644 (Edn 07/18)	Marking Of Articles For the purposes of this Contract, shall apply only in respect of new Articles supplied under this Contract.
DEFCON 658 (Edn 10/17)	Cyber REDACTED
DEFCON 659A (Edn 02/17)	Security Measures
DEFCON 660 (Edn 12/15)	Official-Sensitive Security Requirements
DEFCON 670 (Edn 02/17)	Tax Compliance
DEFCON 684 (Edn 01/04)	Limitation Upon Claims in Respect Of Aviation Products
DEFCON 691 (Edn 03/15)	Timber and Wood – Derived Products
DEFCON 694 (Edn 07/18)	Accounting for the Property of the Authority This DEFCON shall only apply in respect of Issued Property and GFE to the Contractor by the Authority pursuant to this Contract.
DEFCON 800 (Edn 12/14)	Qualifying Defence Contract (QDC)
DEFCON 801 (Edn 12/14)	Amendments to Qualifying Defence Contracts – Consolidated Versions
DEFCON 802 (Edn 12/14)	QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts

3.2. **DEFFORMs**

The following DEFFORMs shall apply:

DEFFORM 68 (Edn 02/19)	Hazardous Articles, Materials or Substances Statement By the Contractor
DEFFORM 111 (Edn 12/17)	Appendix - Addresses And Other Information
DEFFORM 528 (Edn 12/17)	Import and Export Controls
DEFFORM 691A (Edn 03/13)	Timber and Wood-Derived Products Supplied Under The Contract-Data Requirements
DEFFORM 702 (Edn 08/07)	Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality

3.3. DEFSTANs

The Contractor shall perform its contractual obligations in accordance with the following DEFSTANs and as described elsewhere in the Contract:

Defence Standard 00-56 –Part 1, Issue 7 Feb 17 - Safety Management Requirements for Defence Systems
Defence Standard 05-57 Issue 7, Jul 18 – Configuration Management of Defence Materiel.
Defence Standard 05-61 Part 1 Issue 6, Mar 16 – Quality Assurance Procedural Requirements: Concessions.
Defence Standard 05-61 Part 4 Issue 3, Oct 02 – Quality Assurance Procedural Requirements: Contractor Working Parties.
Defence Standard 05-61 Part 9 Issue 5, Feb 16 – Quality Assurance Procedural Requirements: Independent Inspection Requirements for Safety Critical Items.
Defence Standard 05-99 Part 1 Issue 1, July 17 – Managing Government Furnished Equipment in Industry
Defence Standard 05-132 Issue 1, June 2017 - Marking of Service Materiel using a Unique Identifier
Defence Standard 05-135 Issue 1, Jul 14 – Avoidance of Counterfeit Materiel.
Defence Standard 05-138 Issue 2, Sept 17 – Cyber Security for Defence Suppliers
Defence Standard 07-085 Design Requirements for Weapons and Associated Systems
Defence Standard 81-041 (Parts 1,2,3,4,6).

4. Definitions

"2019E Rates & Additives" means the 2019 estimated labour rates and indirect cost additives to be agreed between the Parties in accordance with Paragraph 1.7 of Schedule C;

"Accessory" means any or all of the major LRIs attached to the exterior of the Engine as defined in the Engine Illustrated Parts Catalogue;

"Actual Cost" means the actual allowable costs incurred by the Contractor in delivering the Contract;

"Actual Agreed Rates & Additives" means the actual agreed indirect labour cost rates and additives applicable to the Contract for each year for which is in effect, to be used in accordance with Paragraph 4.6(c) of Schedule C;

"Additional Technical Services" means those engineering and technical services to be procured by the Authority in accordance with the EJ PC 11 (PDS) contract

"Affected Party" means the Party which is unable to comply or is delayed in complying with its obligations under the Contract as a direct result of a Force Majeure Event;

"Affiliate" means any person (including the Contractor), any holding company or subsidiary of that person or any subsidiary of such holding company, and "holding company" and "subsidiary" shall have the meaning given to them in section 736 of the Companies Act 1985, or to the extent that the Companies Act 2006 applies, section 1159 of that Act;

"AGE" or "Aircraft Ground Equipment" means those items listed in Schedule B (Obligations of the Authority);

"AGE Warranty Period" means the warranty period set out in the form in parts 4 and 5 of Schedule N (Warranty);

"Aircraft" means the Eurofighter Typhoon weapon system

"Aircraft Depth Maintenance" means the relevant activity directed by the Authority or carried out by the GFA Manpower at Depth providing maintenance and repair support to the operating environment at Forward, referred to in Schedule B (Obligations of the Authority);

"Aircraft e700" means the electronic Aircraft Logbook;

"AOG" means Aircraft On Ground i.e. unserviceable;

"APRM" means the Annual Programme Review Meetings to take place between the Contractor and the Authority once every Contract Year during the Contract Period;

"Articles" means New Articles and/or Repairable Articles (as the context shall require);

"Authorised Life" means those lives recorded in the latest issue of AP 100E-01B, and represent the Authority's assessment of the maximum life between reconditioning that a lifed item is expected to achieve in service;

"Authority Data" means as stated in Clause 74 (Authority Data);

"Authority Default" means the Authority is in breach of obligation to make full payment according to the Payment Plan in Schedule C, for three consecutive payment dates during the Contract Period provided the Contractor shall not be entitled to terminate this Contract if it has not informed the Authority in writing of each non-payment of the Monthly Payment, as detailed in the Payment Plan at Schedule C and/or the Contractor has failed to meet its obligations under the payment process and/or the Authority has written to the Contractor disputing a claim for payment.

"Authority Default Termination Date" means as stated in Clause 54 (Authority Default);

“Authority Default Termination Notice” means as stated in Clause 54 (Authority Default);

“Authority IT/IS” means the infrastructure and/or hardware and/or software and/or data therein and/or telecommunication infrastructure made available by the Authority to the Contractor to assist the Contractor in performing the Services as described in Schedule B (Obligation of the Authority);

“Authority Related Party” means an officer, servant, agent or employee of the Authority (including all GFA Manpower but excluding the Contractor and any Contractor Related Party);

“Authority Regulations” means all applicable rules and regulations of the Authority, as amended from time to time and as notified to the Contractor and in advance of any activity that is required to be conducted in compliance of such rules and regulations.

“Authority Required Consents” means all permits, licences, permissions, consents, approvals, certificates and/or authorisations that:

- (a) are necessary for the performance of the Authority's obligations in this Contract;
- (b) only the Authority is eligible to obtain under Legislation or in law;
- (c) NETMA Programme Consents; and
- (d) are expressly specified as the responsibility of the Authority pursuant to this Contract (excluding as required under Clause 16).

“Authority Sites” means the MOBs and any other Government sites at which the Authority and the Contractor agree the Contractor Deliverables are to be performed;

“Authority's Commercial Officer” means the person detailed in Box 1 of DEFFORM 111 (Appendix to Contract);

“Authority's Representative” means the employees referred to in Clause 27 (Representatives);

“AVTUR F-34 Fuel” means aviation fuel suitable for use in EJ200 Engines;

Baseline Assumptions shall mean the assumptions agreed between the Contractor and the Authority as set out in Schedule I (Baseline Assumptions);

“Baseline Financial Model” means the joint pricing model agreed between the Parties at the Contract Signature Date, as updated during the course of the Contract in accordance with the provisions of Schedule C and/or Schedule L;

“Baseline Profit Rate” shall have the meaning given to it within the Single Source Legislation and, for this Contract specifically, as set out in Paragraph 3 of Schedule C;

“Baseline Rates & Additives” means the Contractor's estimated 2018 labour rates and indirect cost additives as stated in the Baseline Financial Model at the Contract Signature Date;

“Beyond Repair” means a Repairable Articles of which the Authority holds title where it is estimated that the repair cost significantly exceeds a material percentage of its replacement;

“Break Termination Date” means the date that the Contract shall terminate under Break conditions

Bulk Storage Device or BSD means that sub-system of the Aircraft's Integrated Monitoring and Recording System, which can be fitted as an LRI to the Aircraft to selectively record in-flight Aircraft and Engine data for subsequent analysis on the ground;

“Business Continuity Plan” means the plans produced and maintained in accordance with Clause 82 (Disruption);

“Business Critical” means activities in which the Embedded Contractor must participate as employee of the Contractor e.g. mandatory training, business briefings given to all employees by the Contractor.

"Business Day" means any day (other than a Saturday or Sunday) on which Banks are open in London;

"CAAS" means the Authority's Cost Accountancy and Assurance Services department (or such other body from time to time carrying out the functions that were carried out by the Authority's Cost Accountancy and Assurance Services department as at the date of this Contract);

"Capital Spares" means Articles of repairable materiel retained for the purpose of replacing parts of an asset (sections, assemblies, sub-assemblies, modules or components thereof) undergoing repair, refurbishment, maintenance, servicing, modification, enhancement or conversion.

"Central Government Body" means 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;

"Component" means a constituent element of an Engine, System or Spare;

"Consumables" means those low-cost, non-repairable Parts specified in the relevant Aircraft Maintenance Manual or Engine Maintenance Manual, which require replacement during removal and replacement of Engines, Modules or LRIs;

"Contamination" means the presence at, on, in, under the GFF or escape from the GFF of Hazardous Materials at any time during the period of the Contract but excluding: (a) Hazardous Materials that are temporarily stored at the GFF in full compliance with Environmental Law and which are required for the performing of the activities under the Contract; (b) Pre-Existing Contamination; and (c) Hazardous Materials that alone or in combination with others are identified at concentrations, levels or quantities that are unlikely to cause harm, directly or indirectly to humans or the environment;

"Contract" means this contract (including its Schedules, Appendices and Annexes);

"Contract Assumptions" means the Baseline Assumptions;

"Contract Cost Statement" shall have the meaning given to it within the Single Source Legislation;

"Contract Change Form" means as defined in Schedule L (Contract Changes)

"Contract Change Procedure" means the procedure set out in Schedule L (Contract Changes);

"Contract Month" means each calendar month, provided that:

- (a) the first Contract Month shall commence on and from the Effective Date and shall end on the last day of the month in which the Effective Date occurs; and
- (b) the last Contract Month shall commence on and including the first day of the month in which the Expiry Date or, if earlier, the Termination Date occurs and shall end on the Expiry Date or, if earlier, the Termination Date;

"Contract Period" means the period commencing on and from the Effective Date and ending on the earlier of the Expiry Date and the Termination Date;

"Contract Price" shall have the meaning given in Schedule C (Pricing and Payment);

"Contract Pricing Statement" shall have the meaning given to it within the Single Source Legislation;

"Contract Profit Rate" shall have the meaning given to it within the Single Source Legislation and, for this Contract specifically, as calculated in Paragraph 3 of Schedule C;

"Contract Signature Date" means the last date upon which either Party signs the DEFFORM 10 in respect of this Contract and is the date from which the Contractor's reporting obligations under the Single Source Legislation shall be deemed to commence;

"Contract Year" means the period of 12 months commencing on the Service Effective Date and each anniversary thereof;

"Contractor" means Rolls-Royce plc;

"Contractor Default" means any Rectifiable Contractor Default and/or any Non-rectifiable Contractor Default;

"Contractor Default Termination Date" means the day falling 90 Business Days after the date on which the Contractor receives the Termination Notice;

"Contractor Deliverables" means the goods and/or the services which the Contractor is required to provide under the Contract, as set out in the Schedule of Requirements and Schedule A (Deliverable and Obligations of the Contractor);

"Contractor Personnel" means the Contractor's employees, agents and Sub-Contractors;

"Contractor Related Party" means:

- (a) an officer, servant or agent of the Contractor, or any Affiliate of the Contractor;
- (b) any Sub-Contractor acting in connection with this Contract; and/or
- (c) any person on or at any Government Establishment at the express or implied invitation of the Contractor (other than an Authority Related Party), save to the extent such person is acting under the instruction or control of the Authority.

"Contractor's Bank Account" means the bank account of which details are set out in accordance with DEFCON 526 (*Notices*);

"Contractor's Representative" means the persons referred to in Clause 27 (*Representatives*);

"COSHH" means Control of Substances Hazardous to Health;

"Cost Over-run" means where the Actual Cost exceeds the Target Cost;

"Cost Under-run" means the amount by which the Actual Cost is below the Target Cost;

"Cumulative Legislation Cost" means the aggregate cumulative cost to the Contractor of complying with all or any General Changes of Law arising after the Effective Date;

"DAOF" means the Contractor's Defence Aerospace Overhaul Facility

"DAOS" means the Design Approved Organisation Scheme;

"DAP" means Digital Air Publication;

"DASORs" means Defence Aviation Safety Occurrence Report(s)

"DDP" means the designated drop-off points at which Hand-over and Hand-back of Articles covered by this Contract takes place between the Parties and being:

- (a) at RAF Coningsby, the TPSF; or
- (b) at RAF Lossiemouth, the TPSF;

"DECMU" means Digital Engine Control and Monitoring Unit;

"Deduction" means an amount to be deducted from the Weekly/Monthly Payment due to the Contractor which is to be permanently retained by the Authority as remedy for the Contractor's failure to meet the

required performance levels indicated by the Key Performance Indicators, as calculated in accordance with Schedule G (Contract Performance);

“Default Termination Notice” has the meaning given in Clauses 52 and 54;

DEFCON—means the Defence Conditions” agreed with the Contractor and implemented in the Contract;

“Delivery Label” means a "delivery label" completed and dispatched by the Contractor in accordance with DEFFORM 129J (*The Use Of Electronic Business Delivery Form*);

“Demand” means a request from the Authority made in accordance with the terms of this Contract for an Article in accordance with Schedule G (Contract Performance) to be made available at the TPSFs;

Demand Satisfaction” means the measure of Demands for Articles, which has been satisfied in accordance with the provisions of Schedule A (Deliverable and Obligations of the Contractor);

“Depth” means all elements of engineering and supply support that is not Forward;

“Depth Maintenance” means maintenance, repair or fault finding carried out within the Depth environment;

“Design Organisation” means the organisation authorised to release Modifications and to provide related technical advice and opinion in relation to the Engine in accordance with the terms of this Contract, which at the Effective Date is EUROJET;

“Deviation Request” or **“DR”** means a request to allow a maintenance action which deviates from the ADS;

“DI” (PC11 term) means Defect Investigation;

Discriminatory Legislation Change” means any change in, repeal of or coming into force of Legislation which: affects the provision of the Services and which is exclusively related to the activities of the Authority; or applies specifically to the Contractor and not to other persons or specifically to the provision of the Services; or applies specifically to importers, exporters, suppliers, manufacturers and designers of equipment for military use; or applies specifically to service providers involved in supporting equipment for military use; or applies in respect of the use or operation of any materials in the performance of the Services; or applies to the airworthiness, quality or safety of equipment for military use, including such changes implemented as a result of the recommendations of the Nimrod Inquiry; or applies to Government Establishments but not other establishments; or is a General Change in Law to the extent it results in the Cumulative Legislation Cost exceeding the Aggregate Legislation Cap; or is a General Change in Law to the extent it results in an additional cost or Loss is incurred by the Contractor; or is in respect of Tax and arises as a result of or is attributable to a payment received or receivable from the Authority under this Contract.

“Dispute” means any dispute, claim or difference of whatever nature arising out of, in connection with, or in relation to the Contract, including a claim based on contract, tort, equity or domestic or international statute;

“Dispute Forum” has the meaning given in Clause 15.2 (*Contractor Undertakings*)

“Dispute Resolution Procedure” means the procedure as set out in Clause 60 (Dispute Resolution);

“Effective Date” means 1st January 2019;

“EHM” means Engine Health Monitoring / Management;

“EJ200” means the EUROJET 200 Engine which powers the Typhoon aircraft;

"EJ200 Life Management Plan (LMP)" means the contractor's plan defining the times and associated sampling rates / regimes for critical and reliability sensitive Engine parts based first on assumed usage rates then subsequently on actual usage;

"EJ200 Spares Price Lists" shall have the meaning given to it within Paragraph 6.2 and Paragraph 6.3 of Schedule C;

"EJISS CIR" shall have the meaning given to it within Paragraph 1.9 of Schedule C;

"EJ PC4 Contract" is the International Engine Spares contract;

EJ PC11 Contract is the International In Service Support and Technical Services (for Engines) provided by EUROJET to support the operation of the EJ200 propulsion system;

"Employee" means any person who is an employee, officer or director of the Contractor and/or any person who is an employee, officer or director of any Sub-Contractor (as the case may be) or who occupies the position of an officer or director of the Contractor and/or Sub-Contractor (as the case may be), by whatever title given;

"EMU" means Engine Monitoring Unit;

"Engine" means an EJ200 Mk101 Engine as defined in the Engine Master Parts List MPL (at current issue) assembled in line with the requirements of the approved Technical Publications (at current issue) with a full suite of modules, LRIs and components fitted to either Tranche 1, 2 or 3 standard Engine. The definition excludes the aircraft mounted Engine Monitoring Unit (EMU) in the Tranche 1 Engine;

"Engine AGERD" (Aircraft Ground Equipment Requirement Data) means a suite of tools to undertake a given task;

"Engine Depth Maintenance" means all maintenance carried out on the Engine and including, but not limited to repair or fault finding, other than Engine Forward Maintenance;

Engine Diagnostic Testing means engine testing undertaken to diagnose a performance degradation or technical fault;

"Engine Fleet" means the total fleet of Engines owned by the Authority (whether or not installed in the Aircraft Fleet at the relevant time) as set out in Schedule I (Baseline Assumptions);

"Engine Flying Hours" or **("EFH")** means the engine flying hours recorded by the EMU or DECMU and downloaded to the Engineering Support System (ESS) (or ESS fallback – TEDAS) via the Portable Maintenance Data Store (PMDS). In the event that any of these systems have failed totally, EFH shall mean the cumulative engine flying hours as recorded by the aircrew for each engine at the end of each sortie or series of sorties and recorded in the Aircraft e700 and reported to the Contractor by the Authority on the Form 610 or subsequent mutually agreed replacement reporting methodology;

"Engine Forward Maintenance" means the maintenance, repair and fault finding as carried out in the Forward Support Wing at the MOB (i.e. the Typhoon Flying Squadrons) in accordance with the relevant Aircraft Maintenance Manual or Engine Maintenance Manual (as the case may be) - on the Engine Fleet and/or LRI Fleet (as the case may be) by the Service Operator;

"Engine Logbook" means the logbook defining the configuration standard of each Engine (here including its installed LRIs) within the Engine Fleet at the date of this Contract and which definition will include subsequent updating as may be undertaken by both Parties in accordance with their respective obligations in this Contract;

"Engine Maintenance Manuals" means the Engine operation, Engine Forward Maintenance and Engine Depth Maintenance instructions issued by EUROJET, and used by the Authority as at the Effective Date of this Contract and which definition shall include such changes, revisions and amendments as EUROJET may have made or may make during the Contract Period;

“Engine Maintenance Philosophy” means the principles set out in DNS214568

Engine Management Plan means the DNS 142769, EJ200 –RAF MRMS –Engine Management Plan;

“Engine On-Base Support” is defined in CAE 4000 - MAP-01, AP101B-5400-2(R)1 Leaflet 332 and Typhoon Force Standardised Aviation Engineering Standing Order (Typhoon SAESOs).

“Engine Operating Limitations” means:

- (a) the Engine operating instructions;
- (b) the prevailing Technical Certificate and Declaration of Design Performance; issued by EUROJET and used by the Authority as at the contract commencement date including such changes, revisions and amendments as EUROJET may have made or may make during the Contract Period;

“Engine Output Fly Forward” means the forecast engine output from TPSFs and DAOF

“Engine Rejection” means:

- (a) an Engine that is deemed Unserviceable by either the Contractor or the Authority (or both); and
- (b) such Unserviceable Engine is Handed-over to the Contractor at the relevant DDP;

Engine Removal Pack or **ERP** means the documents which describes the history of an unserviceable engine and the reason for its rejection;

Engine Repair Manual or **ERM** means the document which contains the processes and procedures used by the Contractor to undertake Engine Maintenance Repair and Overhaul;

Engine Repair Input Schedule means the schedule at Annex 1 to Schedule G (Contract Performance)

“Engine Repair Output Schedule” means the schedule at Annex 1 to Schedule G (Contract Performance)

“Engine Return to Industry Form” or **“ERIF”** means the document which authorises the return of an engine from the Authority to the Contractor for maintenance;

“Engineering Approved Data – DO” means data relating to the Engine that has been approved by the Design Organisation in accordance with DAOS, including, without limitation:

- (a) Master Typhoon Engine Design Standard Document Set;
- (b) Drawing Set;
- (c) Modifications;
- (d) Maintenance and Lifting Data;
- (e) Technical Publications;
- (f) Technical Instructions;
- (g) Engineering Responses; and
- (h) Type Records (Fatigue and static);

“Engineering Approved Data – EA” means data relating to the Engine that has been approved by the Engineering Authority, including without limitation:

- (a) Service Modifications;
- (b) Service Engineered Modifications;
- (c) Urgent Technical Instructions;
- (d) Routine Technical Instructions;
- (e) Engineering Authority Signals; and
- (f) Technical Publications;

“Engineering Authority” or **“EA”** means the engineering staff responsible for exercising engineering judgement in support of the Engine system;

"Escalation Threshold Date" shall have the meaning given to it within Paragraph 6.3(b)(ii) of Schedule C;

"EST" means Engineering Support Task;

"Environmental Law" means all law concerning the protection or pollution of the environment, human health or the generation, transportation, storage, treatment or disposal of Hazardous Materials including but not limited to the common law actions of negligence, nuisance, trespass and Rylands v Fletcher insofar as they relate to the protection or pollution of the environment, human health or the generation, transportation, storage, treatment or disposal of Hazardous Materials.

"Environmental Losses" means all losses, claims (including claims brought or notices served by a public authority or regulatory body pursuant to statutory powers) damages, penalties, fines and liabilities arising out of or in connection with a failure by the Contractor to comply with Good Industry Practice or in respect of Pre-Existing Contamination and/or Contamination and shall include reasonable and properly incurred out of pocket costs and expenses including the reasonable costs of external advisers and the reasonable costs of investigating, averting or defending any actual or alleged loss, claim or liability.

"Equitable Adjustment" means an adjustment to the Contract, including but not limited to the Contract Price, Payment Plan and the Schedules made in good faith by both Parties in accordance with Clause 22 (Contract Change);

"ESS" or "Engineering Support Sub-system" means the IT system of the Typhoon GSS, which provides maintenance and management support to the Service Operator at the MOB, including Engine Health Monitoring, logistics and electronic Technical Publication viewing functionality;

"ETIM" means EJ200 Technical Issues Meeting - purpose defined in Schedule F (Governance);

EUROJET means EUROJET Turbo GmbH whose registered office is at Lilienthalstr. 2b, D-85399 Hallbergmoos, Germany;

"EUROJET Partners" means Avio S.p.A; MTU Aero Engines GmbH, Industria de Turbo Propulsores S.A and all of their respective Affiliates, in each case, excluding the Contractor and any Affiliate of the Contractor;

"EUROJET Partner Companies" or "EJPCs" means Avio S.p.A; MTU Aero Engines GmbH, Industria de Turbo Propulsores S.A, Rolls-Royce PLC and all of their respective Affiliates, in each case;

EUROJET Customer Price List (CPL) means the catalogue price lists issued via EUROJET Turbo GmbH under the PC4 contract for EJ200 Parts and EUROJET CPLs shall be construed accordingly;

EUROJET's EJ200 Lifing Data Sheets EJ886 means Authorised Lives of Group A Parts as published by EUROJET;

"EVM" means Earned Value Management;

"Expiry Date" means (a) (where the Authority does not issue a notice extending the term of this Contract pursuant to Clause 12), the Expiry Date means 31 December 2023; or (b) (where the Authority issues a notice extending the term of this Contract pursuant to Clause 12), the Expiry Date means the final date of the extended period both Parties formally agree in writing should the Authority decide to exercise its right to extend the duration of the Contract;

"F760" means the Authority's form 760 used to initiate fault investigations;

"Failure" means an Engine and/or LRI which has suffered breakdown such that it is incapable of use as specified in the Engine Maintenance Manual and Engine Operating Limitations and which is incapable of remedy by the Authority having taken and followed the technical recommendations of the Contractor during Aircraft Forward Maintenance, Aircraft Depth Maintenance or Engine Forward Maintenance (as the case may be);

“Facilities” means the facilities that are made available by the Authority to the Contractor on and from the Effective Date for the performance of the Services and which have been utilised (other than on a temporary basis as directed by the Authority) by the Contractor as listed in Schedule B (Obligations of the Authority);

“Flying Hours” means aircraft flying hours unless otherwise specified;

“FOIA” means the Freedom of Information Act 2000;

“FOD” or “Foreign Object Damage” means damage caused by ingestion of a foreign body (including but not limited to macroscopic damage from a discrete event involving impact from discrete naturally occurring objects, bird strikes, hail or hot gases) unless caused by the negligence of either Party, its employees or contractors;

“Follow-On Contractor” has the meaning given in Clause 62 (*Transfer Out and Exit Management*);

Force Majeure Event” means any of the events or circumstances set out in limbs (i) to (vi) below which:

- (a) are beyond the reasonable control of the Affected Party; and
- (b) could not have been avoided by steps which might reasonably be expected to have been taken by the Affected Party;

and which cause or result in either the failure of the Affected Party to perform or a delay in performing any of its obligations owed to the other Party under the Contract.

The events or circumstances referred to above include:

- (i) national strike (but not in so far as the employees of the Contractor or the Authority are on strike);
- (ii) war, civil war, invasion, hostilities (whether declared or undeclared), armed conflict, rebellion, terrorism, quarantine or act of foreign enemy;
- (iii) riot or insurrection;
- (iv) nuclear explosion, radioactive, biological or chemical contamination, ionizing radiation, or any hazardous properties of any nuclear assembly (or any component part thereof) (unless in any case the source or cause of the contamination or radiation is brought to or near the relevant Authority Site by the Affected Party (or any other person for whom the Affected Party is responsible);
- (v) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;
- (vi) any Acts of Nature; or
- (vii) where the Contractor is the Affected Party, any breach by the Authority of its obligations under the Contract or, as a direct result of the Contractor agreeing to perform in accordance with any request by an Authority Representative.
- (viii) any issue relating to the quality of Parts by any NETMA Party excluding any NETMA Sub-Contractor that is within the reasonable control of the Contractor, which prevent, hinder or delay the Contractor's performance of its obligations under this Contract.

“FORM” means Fleet Operations Review Meeting – purpose defined in Schedule F (Governance);

“Forward” or **“FWD”** means the Authority flying squadrons and their immediate engineering and supply support elements carried out in operational theatre, or front-line support facilities or on-wing;

“Forward Maintenance” means maintenance, repair or fault finding carried out within the Forward environment;

“FSR” means the Contractor's Field Service Representative at any one of the FSR Support locations undertaking duties in accordance with Schedule A (Deliverables and Obligations of the Contractor);

“FSPR” means Forward Support Policy Review - purpose defined in Schedule F (Governance);

“Gainshare Proposal” means a proposal for Change which:

- (a) has not been taken into account on or prior to the date of this Contract in determining the Contract Price; and
- (b) is reasonably considered to result in cost savings, if implemented;

“General Change in Law” means any change in, repeal of or coming into force of Legislation which is not (but for paragraph (h) of the definition of Discriminatory Legislation Change) a Discriminatory Legislation Change, and **“General Changes in Law”** shall be construed as meaning more than one such General Change in Law;

“General Conditions” means the terms and conditions set out in Part A of this Contract;

“GFA” or **“Government Furnished Asset”** means the obligations of the Authority as set out in Schedule B (Obligations of the Authority);

“GFA Failure” or **“GFX Failure”** means any failure by the Authority to comply with any of its obligations under Schedule B (Obligations of the Authority) or any failure by the Authority to perform its obligations under the Contract which results in the Contractor being delayed or affected in delivery of the Services;

“GFA Failure Affected Obligations” means such obligations of the Contractor under this Contract which the Contractor is unable, hindered or delayed from performing as a result of a GFA Failure;

“GFA Losses Threshold” means Losses suffered or incurred by the Contractor caused by any GFA Failure amounting up to a maximum aggregate value of £500,000 that it has not recovered pursuant to any other provisions of the Contract;

“GFE” means **“Government Furnished Equipment”** (including without limitation all Engines, LRIs, Consumables, SE, STCs and Special to Type Tooling) as set out in Schedule B (Obligations of the Authority) to be made available by the Authority to the Contractor (at the times, in the manner and in the condition, in each case, as specified in this Contract including Schedule B (Obligations of the Authority) for the purposes of the Contractor carrying out its obligations in accordance with this Contract;

“GFF” means the facilities as set out in this Contract including in Schedule B (Obligations of the Authority) to be made available by the Authority to the Contractor (at the times, in the manner and in the condition, in each case, as specified in Schedule B (Obligations of the Authority)) for the purposes of the Contractor carrying out its obligations in accordance with this Contract;

“GFI” means the data or information as set out in this Contract including in Schedule B (Obligations of the Authority) to be made available by the Authority to the Contractor (at the times, in the manner and of the nature, in each case, as specified in Schedule B (Obligations of the Authority) for the purposes of the Contractor carrying out its obligations in accordance with this Contract;

“GFS” means the services as set out in this Contract including in Schedule B (Obligations of the Authority) to be made available by the Authority to the Contractor (at the times, in the manner and in the condition, in each case, as specified in Schedule B (Obligations of the Authority) for the purposes of the Contractor carrying out its obligations in accordance with this Contract;

“GFX” means all items listed at Schedule B (Obligations of the Authority);

Government Establishment means any sites and/or real property owned and/or operated by the Authority and/or the Government (including any of Her Majesty's ships or vessels and any service stations);

Government Property means any property (including land and/or buildings) owned and/or operated by the Authority (including Repairable Articles and GFE);

GPTN means General Purpose Telephone Network

Group A Part Lives means the Authorised Lives recorded in AP100E-01B;

Group A Parts means a safety critical and lifed Parts as listed in Schedule I (Baseline Assumptions);

GSE means ground support equipment;

GSS means **Ground Support System** the IT system described as at the Effective Date as the Typhoon Ground Support System used by the Authority;

Hand-Back or **Handed-Back** means the transfer of custody of Serviceable Articles from the Contractor to the Authority at the DDP;

Hand-Over or **Handed-Over** means the transfer of custody of Unserviceable Articles from the Authority to the Contractor at the DDP;

Hazardous Materials means any natural or artificial substance (whether in solid or liquid form or in the form of a gas, vapour or ionising radiation and whether alone or in combination or in reaction with any other substance) capable of causing significant harm to man or any other living organism supported by the environment or damaging the environment or public health or welfare, including but not limited to any controlled special hazardous toxic or dangerous waste or radioactive material irrespective of whether it is capable of being recycled or recovered or has any value;

Inquiry means any Service Inquiry, Unit Inquiry or other investigation which is commissioned in accordance with regulations from time to time in force following an Incident;

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 this Contract;

Inhibited means that the engine fuel system is drained of fuel and filled with inhibiting oil in accordance with the procedures detailed in the Engine Technical Manual under Data Module EUROJET 200001-AAA-C710000-00AA-810B-B;

Insolvency Event has the meaning given in DEFCON 515 (Bankruptcy and Insolvency).

Instrumented Engine Test Bed means an Engine test facility equipped with equipment to enable measurement of Engine parameters;

IPR or **Intellectual Property Rights** means all trademarks, trade and business names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions, know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, and, in respect of such rights which are capable of registration, the right to apply for registration and all applications for registration of any of the foregoing rights;

Interdependent Contracts means:

- (a) Tranche 2 Sub-Contract & Tranche 3 Sub-Contract; and/or
- (b) PSOP 3; and/or
- (c) EJ PC4 Contract; and/or
- (d) EJ PC11 (PDS) Contract to the extent such obligations contained in that contract relate to the timing of the supply of Parts and/or information;

‘International Contracts’ means the contracts entered into by the Authority (or NETMA on behalf of the Authority) as follows: MDC Production, ILS PC 1 to 11 and any further similar contracts relating to Typhoon Aircraft;

“IWSSC” shall mean International Weapon System Support Centre located in Hallbergmoos, Germany. Responsible for coordinating Typhoon design support for the four Partner Nations throughout the Typhoon in-service phase. Contributes to the management of the configuration baseline of the Aircraft on behalf of the four Partner Nations to ensure maximum commonality;

“JAMES” or **“Joint Asset Management and Engineering Solutions”** means the IT system within which the Authority manages the status, availability, condition, ownership, location, and quantity of equipment;

Key Performance Indicator” or **KPI”** means any or all of KPIs set out in Schedule G (Contract Performance) (as the context may require);

“Legislation” or **“Law”** means:

- a) any Act of Parliament;
- b) any subordinate legislation within the meaning of Section 21 of the Interpretation Act 1978;
- c) any exercise of the Royal Prerogative; or
- d) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972,
- e) any applicable judgement of a relevant court of law (including that which changes a binding precedent) in each case in the United Kingdom;

“Lead Time” means the time taken to produce or repair a Part, Accessory, Module or Engine

“Legislation Change” means a change in Legislation following the Effective Date;

Line Replacement Item” or **LRI”** means any Part fitted, which may be replaced by the Authority at Forward in accordance with the Engine Maintenance Manuals;

‘Liquidated Damages’ or **“LDs”** means the non-repayable amounts payable to the Authority for failure to meet the KPIs pursuant to Schedule G (Contract Performance);

Logbook” means the document which defines the configuration standard of an Aircraft, Engine, Module or Accessory at the date of this Contract and which definition will include subsequent updating as may be undertaken by both Parties in accordance with their respective obligations in this Contract;

“LogIS” means the Contractor's logistics Information System

“Logistics Service” means personnel provided by the Contractor to undertake logistics management activities in the TPSFs;

“Losses” or **“Loss”** means any and all: (i) claims, suits, judgements and orders; and (ii) all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses) and charges whether arising under statute, contract or common law, or in connection with judgements, proceedings, internal costs or demands, but shall not include indirect loss of any nature:

“LRI Rejection” means:

- (a) An LRI that is deemed Unserviceable by either the Contractor or the Authority (or both); and
- (b) such Unserviceable LRI(s) are Handed-Over to the Contractor at the relevant DDP;

“LRU” means Line Replacement Units that are capable of exchange at maintenance level 1 (ML1).

“LTC” means Local Technical Committee – purpose defined in Schedule F (Governance)

“LSC” means Lifing Sub Committee - purpose defined in Schedule F (Governance);

“Maintenance” means the combination of all technical and administrative actions, including supervision actions, intended to retain an item in, or to restore it to, a state in which it can perform a required function (BS 4778), including inspection, testing, servicing, classification as to serviceability, repair, rebuilding and reclamation (see MAP-01);

“Maintenance Level 1” or **“ML1”** means the Authority flying squadrons and their immediate engineering and supply support elements carried out in operational theatre, or front-line support facilities or on-wing;

“Maintenance Level 2” or **“ML2”** means maintenance facilities and their immediate engineering and supply support elements on a MOB but not at ML1;

“Maintenance Level 3/4” or **“ML3/4”** means maintenance facilities in industry;

“Materiel” means equipment (including fixed assets), stores, supplies and spares;

“Main Operating Base” or **“MOB”** shall mean RAF Coningsby or RAF Lossiemouth (as the context may require) and **“Main Operating Bases”** means both;

“MAOS” means Maintenance Approved Organisation Scheme;

“Manpower” means human resource

“Material Review Board” or **“MRB”** shall mean the Material Review Board referred to in Schedule F (Governance);

“MIL145” or **“MAA Regulatory Publications (MRP) Part 145”** means MRP regulations that outline the fundamental requirements for on-aircraft maintenance, and off-aircraft maintenance that is carried out on UK Government property, which shall only be carried out by organizations whose management, technical resources and quality assurance arrangements are demonstrably adequate to provide products and services of the required quality, economically and on time;

“MIMM” means Monthly Inventory Management Meeting - purpose defined in Schedule F (Governance);

“MISL” mean the Minimum Issue Service Life, i.e. the minimum remaining life, as proposed by the Contractor and approved by the Authority, which a repaired Engine, lifed component or LRI must have when re-delivered to the Authority. The status of the MISLs current at the date of this Contract of this Contract is as described in Schedule I (Baseline Assumptions);

“Moderation” means when the Authority grants a waiver to the Contractor to meet the KPI criteria. This shall be granted in the event of GFX Failure, Force Majeure Event or an Authority requested changed agreed by the Contractor;

“Modification” means any design change to an Article to improve reliability, maintainability, capability and/or safety and **“Modified”**, **“Modify”** and **“Modifying”** shall be construed accordingly;

“Modification Leaflet” means a document (in a form approved by the Authority from time to time) that details the embodiment of the relevant Modification (or part thereof);

“Module” means any or all of the major assemblies of the Engine as defined in the Engine Illustrated Parts Catalogue;

“Module Repair Output Schedule” means the schedule at Annex 2 to Schedule G (Contract Performance)

“Monthly Limit” means for any given Article the values as listed in Annexes A, B, (as appropriate) to Schedule A (Deliverables and Obligations of the Contractor);

MTBR”mean the Mean Time Between (Engine) Rejection in EFH as calculated over the Contract Period, including CAT A FOD at the contractually agreed rate of 0.25 per 1000 EFH and as recorded in Schedule A (Deliverables and Obligations of the Contractor);

“Monthly Payment” means the monthly payment to be made by the Authority to the Contractor for the relevant Calendar Month, as calculated in accordance with Schedule C (Pricing and Payment);

“MRO” means Maintenance, Repair and Overhaul;

“National Sub-Contract” means:

- (a) any sub-contract entered into by the Contractor pursuant to this Contract,
- (b) a sub-contract of a Sub-Contractor to the Contractor entered into by the Contractor pursuant to this Contract, and
- (c) any other Sub-Contract entered into by the Contractor or any Sub-Contractor (of whatever tier) from time to time as may be permitted by this Contract to provide the Services (or any part of the Services),
excluding in each case any contracts to which any of the NETMA Parties are a party and all and any NETMA Programme Contracts.

National Sub-Contractor”means any Sub-Contractor who have entered into a Contract with the Contractor in order to render Services pursuant to this Contract;

National Technical Publications”means a suite of documents developed for use by the Authority from internationally approved EUROJET data;

“National Technical Publication Support Service” means the Contractor’s service pursuant Schedule A (Deliverables and Obligations of the Contractor);

“NATO Stock Number “or “NSN” means a unique item identifier of 13 digits in length, composed of a 4 digit NATO supply classification code and a 9 digit NATO item identification number (NIIN);

“Necessary Consents“ means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under the Contract, whether required in order to comply with Law or as a result of the rights of any third party (including, but not limited to, NETMA);

NETMA Programme Consents”means all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are specifically required to enable the Contractor to perform the Services and which can only be obtained under the NETMA Programme;

“NETMA” means the NATO EF2000 and Tornado Management Agency whose registered office is at Lilienthalstrasse 4 D-85399 Hallbergmoos, Munich, Germany;

“NETMA Party” means;

- (a) any EUROJET Partner; and/or
- (b) any NETMA Sub-Contractor;

NETMA Programme”means the programme for the development, production and support of the EJ200 Engine procured by NETMA on behalf of the governments of Germany, UK, Spain and Italy;

“NETMA Programme Contracts” means any contracts (including: all sub-contracts (of whatever tier) entered into in performance of such contracts; the EJ PC11 Contract; EJ P1 (PI/Production Umbrella Contract (NETMA/C3/46000/97/NR)) entered into by the Contractor or any NETMA Parties in performance of the NETMA Programme;

“NETMA Sub- Contractors” means:

- (a) all sub-contractors to any of the NETMA Parties contracted at any time to undertake work or services under the NETMA Programme;
- (b) a sub-contractor of a sub-contractor to the NETMA Parties contracted at any time to undertake work or services under the NETMA Programme; and

- (c) any other sub-contractor (of whatever tier) engaged by any of the NETMA Parties or any sub-contractor from time to time contracted to undertake work or services under the NETMA Programme excluding the Contractor (and any Affiliates of the Contractor);

“New Article” means all goods which the Contractor is required under this Contract to supply as part of the Services and which have not:

- (a) previously been the subject of a Hand-Back; or
- (b) previously been embodied into an Engine, and which comprises:
 - (i) Engines;
 - (ii) Modules;
 - (iii) LRIs;
 - (iv) Parts;
 - (v) Consumables; and
 - (vi) AGE;

“New AGE Warranty” means the warranty set out in the form in part 5 of Schedule N (Warranty);

“New Article Warranty” means the warranty set out in the form in parts 1 of Schedule N (Warranty);

NFF” or “No Fault Found” means any instance of alleged Failure which causes a rejection of an Engine or LRI or AGE that the Contractor or its Sub-Contractor is unable to replicate on reasonable investigation following applicable procedures;

“Non-Attributable Damage” mean Damage which is the result of any one or more of the following:

- (a) damage caused by negligence, accidents, misuse, wrongful acts, or arising from transportation and storage (where the Authority is responsible for such transportation and/or storage) unless such damage caused by the proven negligent act or omission of the Contractor and/or Contractor Related Party; or
- (b) repair, overhaul or reconditioning other than by the Contractor or any Contractor Related Party unless such repair, overhaul or reconditioning is:
 - (i) previously approved by the Contractor; or
 - (ii) carried out in accordance with any instructions of the Contractor and/or Contractor Related Party; and/or
- (c) damage caused by hostile action in battle, combat or conflict situations including Failures related to exposure to nuclear, chemical or biological contaminants; or
- (d) total loss or Write Off Action of an Engine (unless caused by the proven negligent act or omission of the Contractor and/or Contractor Related Party; or
- (e) operation of an Engine or Accessory outside the environments detailed in Schedule I (Assumptions); or
- (f) operation of an Engine or Accessory outside of the Engine Operating Limitations; or
- (g) operation of the Aircraft outside of the ADS; or
- (h) design or maintenance of the Aircraft (excluding the Articles) that causes the loss of or damage to the Articles; or
- (i) Acts of God, terrorism, lightning strike, subversion, riot, vandalism, sabotage, fire or explosion by or any other sources originating external to the Engine (including attached LRIs); or
- (j) the Authority not having complied with its obligations relating to the rejection of Articles under this Contract or not having followed the Contractor’s reasonable recommendations including, without limitation decisions to diagnose, discard or scrap Parts made by the Service Operator which was not subsequently agreed as following prudent maintenance practice; or

- (k) electrical or electromagnetic discharge and/or interference originating from sources external to the Engine (including attached LRIs); or
- (l) use of unauthorised alternative POL product not authorised in the Engine Maintenance Manuals, or use of, inadequate, inappropriate or defective POL or product that proves to be defective unless supplied by the Contractor and/or Contractor Related Party; or
- (m) use of defective or inadequate GFF and/or GFI; or
- (n) damage or excessive erosion as a result of flying through or otherwise operating the Aircraft where volcanic ash, sand and/or excessive airborne particles are present; or
- (o) failures or damage related to or induced by any part not acquired from the Contractor, or EUROJET, or through channels previously approved in writing by either of them except where such parts are standard and the appropriate conforming part number is installed; or
- (p) Aircraft modifications that impact upon the Engine undertaken without EUROJET's consent through the Aircraft System Design Authority; or
- (q) Modifications undertaken without the Contractor's prior written consent; or
- (r) return of incomplete (in terms of both hardware and applicable engine data records on ESS and LITS) Engines and/or Accessories to the Contractor by the Authority unless the item causing the Engine and/or LRI to be incomplete has been removed due to Contractor approved cannibalisation; or
- (s) Aircraft accidents not caused by any Articles; or
- (t) FOD occurrences over and above the contracted level; or
- (u) any Engine Rejections or Accessory Rejections from the Instrumental Series Production Aircraft (ISPA), Uninstrumental Series Production Aircraft (USPA or Development Aircraft (DA); or

“Non-Rectifiable Contractor Default” means any one or more of the following:

- (a) a material breach which is not a Rectifiable Contractor Default;
- (b) a breach by the Contractor which results in Criminal Investigation, Prosecution and Conviction of the Contractor and any subcontractor under the Health and Safety Legislation;
- (c) the occurrence of a Persistent Breach;
- (d) the occurrence of an Insolvency Event; and/or
- (e) the occurrence of a Prohibited Act.

“Notices” shall have the meaning given in DEFCON 526 (*Notices*);

“Obsolescence” means where any item required by the Contractor in the performance of its obligations under the Contract:

- (a) is superseded by new technology of higher specification or functionality;
- (b) is no longer in production;
- (c) has a method of manufacture which is no longer available; or
- (d) is manufactured from a material which is no longer available;

“OEM” means Original Equipment Manufacturer

Officer in Charge means the officer in charge of any MOB, including officers commanding service stations and heads of MOBs;

“Operations Centre/Room” means the Contractor’s single point of entry for all customer issues which is available 24 hours of each day, 365 days per year;

“Out Turn Contract Price” means as defined in Schedule C (Pricing and Payment);

“Part” means any new, part-used or overhauled complete part, component or sub-system of an Engine or LRI;

“Overhaul” means disassembled, cleaned and inspected where required, repaired when necessary and reassembled in accordance with appropriate processes and procedures;

“PAID” means Product Attributes Input Document which is used as an input to SCAF;

“Parties” means the Authority and the Contractor collectively and excluding any other third party and **“Party”** shall mean either of them (as the case may be);

“Payment Plan” means the payment plan set out in Schedule C (Pricing and Payment);

“Persistent Breach” means 3 (three) or more breaches that are not breaches of a KPI (the **“Subsequent Breaches”**) by the Contractor of one of its obligations under the Contract, provided that:

- (a) the Authority has previously served on the Contractor a notice (**“Warning Notice”**) correctly stating that the Contractor has, in the 6 (six) Calendar Month period prior to the service of such Warning Notice, breached such (non KPI) obligation under the Contract on 3 (three) or more occasions;
- (b) the Contractor’s Subsequent Breaches of such obligation take place during the 6 (six) Calendar Month period following the service of such Warning Notice; and
- (c) no service of a Warning Notice may be based on any breaches of such obligation that have already been the subject of a Warning Notice;

“PI” means Performance Indicator;

“Platform” means the Typhoon aircraft

“Platform Contractor” means BAE Systems;

“Platform Operation” means operation of the Typhoon aircraft by the RAF

“Portable Maintenance Data Store” or **“PMDS”** means an on-aircraft storage area used to provide data on fatigue life;

“PPE” means Personal Protective Equipment

“Pre-Existing Contamination” means the presence at, on, in, under the GFF of Hazardous Materials prior to the date of the Contract but excluding Hazardous Materials that alone or in combination with others are identified at concentrations, levels or quantities that are unlikely to cause Environmental Losses;

“Prescribed Rate” means 2 (two) per cent above the base rate from time to time of Barclays Bank plc;

“PRM” means the Programme Review Meetings to take place between the Contractor and the Authority once every Contract Month during the Contract Period;

“Product Integrity” means the ability of a propulsion system to withstand the loads, temperatures and operating environment experienced during its service life through operation in accordance with the Release to Service (RTS) and Statement of Operating Intent and Usage (SOIU).

“Prohibited Act” has the meaning given in DEFCON 520 (Corrupt Gifts and Payments of Commission).

"Project Manager" or **"PM"** means the Authority's Representative as shown within Box 2 of the Appendix to Contract - DEFFORM 111 or such other person as the Authority may notify the Contractor from time to time;

Provisional Target Cost and **"Provisional Target Price"** have the meanings given in Schedule C (Pricing and Payment);

PSOP3 Contract means the partnered support operational phase 3 contract, agreed between the Parties under contract reference EF/00166;

"PSSN" or **"Propulsion Support System National"** means the IT system which provides the main functions of Electronic Logbook retrieval, update and export; Events recording and reporting; Life usage accounting; Concession / Modification / Technical Instructions applicability and status; EMU/DECMU Configuration Data Set (CDS) Management and handling; maintenance data recording; and Asset Management, identification, location and status;

PSIWG means the Propulsion System Integrity Working Group –purpose defined in Schedule F (Governance);

"QDC" shall mean a qualifying defence contract under the Single Source Legislation;

Quality Assurance Representative means the Authority's Quality Assurance Representative as identified within Box 7 of DEFFORM 111;

"QPRM" means the Quarterly Programme Review Meetings to take place between the Contractor and the Authority once every Contract Quarter during the Contract Period;

QR640 means Queen's Regulation 640, which defines the responsibilities of the Senior Engineer Officer at an MOB for ensuring that engineering standards and practices are maintained;

QMS or **Quality Management System** means the quality management system used by the Contractor and the Authority to monitor compliance with the Authority's quality standards as detailed in Part A (*General Conditions*) of this Contract;

"Quality Management Plan (QMP)" or **"Quality Plan"** means the Contractor produced and maintained plan as set out in Schedule K (Quality Assurance and Safety Requirements), outlining the way in which the Contractor will work to its Quality Management System in the performance of this Contract;

Query Answer/Answering or **QA** means the process by which the Contractor and EUROJET provide answers to technical questions;

"Quotation" means the Contractor's response to a Request for Additional Services which shall comply with the requirements of paragraph 2.4.2 of Schedule L (Contract Changes);

"R&O" means Repair and Overhaul

"RA" means Regulatory Article – RAs are contained within the MAA Regulatory Publication (MRP);

"RAF" means the Royal Air Force;

"RDR" or **"Re-use/Deviation Request"** means a request to allow a maintenance action which deviates from the ADS;

"Reconciliation" means the price and payment reconciliation exercise described in Schedule C (Pricing and Payment);

Rectifiable Contractor Default means a material breach by the Contractor of any of its obligations under the Contract, other than a Non-Rectifiable Contractor Default.

Rectification Notice” has the meaning given in Termination for Contractor Default Clause 52 (*Termination*)

“Rectification Plan” has the meaning given in Clause 52 (*Termination*);

“Red Top” means the Contractors airworthiness incident report form

“Reduce to Produce” and **“RTP”** means the reduction of Articles to their constituent elements;

“Relevant Authority” means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;

“Remediation” means limiting, removing, remedying, cleaning up, abating, containing or ameliorating the presence or effect of Contamination or Pre-Existing Contamination at, on, in, under or introduced to or originating from the GFF such as to ensure compliance with Environmental Law;

Repair” means restore to a serviceable condition in accordance with appropriate processes and procedures

“Repairable Articles” means all goods (including any GFE but excluding New Articles) which the Contractor is required to under the Contract to repair and/or maintain and which have a validated repair process or scheme as part of the Services and which comprises:

- (a) Engines;
- (b) Modules;
- (c) LRIs;
- (d) Parts; and
- (e) AGE;

“Repair Warranty” means the warranty in the form set out in Part 2 of Schedule N (Warranty);

Representatives” means the Authority’s Representatives or the Contractor’s Representatives (as appropriate);

Request for Additional Services” means a request made by the Authority to the Contractor for the performance of Additional Services, in the form set out in Schedule L (Contract Changes);

Required Delivery Date” or **RDD”** means the date specified by the Authority by which the relevant delivery must be satisfied;

“RTP” means reduce to produce;

“RUL” means the Remaining Useful Life of an engine after MRO

“S&TE” means support and test equipment;

Safety Modification” means all changes pertaining to the design of any element of the Engine including Articles recommended by the Contractor or a Contractor Related Party or EUROJET in any of its written recommendations to operators which in such parties’ opinion affects the safety of flight and/or personnel and/or airworthiness and which the Contractor believes is required to be developed and/or maintained in order to:

- (i) perform the Contractor’s obligations under this Contract;
- (ii) discharge responsibilities or duties of such parties under applicable legislation;
- (iii) comply with the applicable quality management systems of EUROJET or the Contractor or Contractor Related Parties;
- (iv) prevent the injury or death of any Third Party;

Safety Plan” means the Authority’s safety plan in place at the relevant MOB, as provided to the Contractor and updated from time to time;

“SAP” means the Contractor’s inventory management system;

“SCAF” means Services Cost and Arisings Forecast - an IT system used by the Contractor to forecast future Engine arisings/rejections;

Schedule of Requirements or **SoR** means the schedule of the Authority’s requirements for the provision of the Contractor Deliverable as set out in Schedule A (Deliverables and Obligations of the Contractor) as modified by Schedule L (Contract Changes);

SDR or **System Design Responsible** (organisation) means one of the EUROJET Partner Companies;

“Secret Matter” has the meaning given in DEFCON 659A (Security Measures);

“Service Inquiry” has the meaning given in MRP RA 1420;

“Serviceable Article” means an Article that is not an Unserviceable Article which is fit for use in accordance with the applicable Engine Maintenance Manuals and Engine Operating Limitations which are included in the ADS;

“Serviceable Engine” means an Engine that is not an Unserviceable;

“Serviceable LRI” means an LRI that is not an Unserviceable LRI;

Service Credit shall mean either a Withhold , Liquidated Damages, or any other sum due to the Authority from the Contractor as at payment date;

“Services” means the services required to be provided by the Contractor (or Sub-Contractors) as set out in Schedule A (Deliverables and Obligations of the Contractor);

“SHEF” means Safety Health Environment & Fire;

“Shared Fund” shall have the meaning given to it within Paragraph 4.6(e)(i) of Schedule C;

“Single Source Legislation” means the Defence Reform Act 2014 and Single Source Contract Regulations (2014);

“SME” means Subject Matter Expert;

“Spare” or **Spare Part** means any new component or sub-system of an Engine, Module or Accessory;

Spares and Accessories Demand means the request for a quantity of an individual part number within the limits specified Annex 3 of Schedule G (Contract Performance).

Spare Parts and Accessories Delivery Schedules means the schedules Schedule G (Contract Performance)

“Special to Type Container” or **“STC”** means a special to type container used for the packaging of Articles;

“Special to Type Tooling” or **“STTE”** means the tooling and equipment specifically required for the maintenance of the Articles;

Statement of Operating Intent and Usage or **“SOIU”** means the Authority document (as may be amended from time to time) that describes the manner in which the Authority intends to operate and use the Engine as at the Effective Date and as referred to in Schedule I (Baseline Assumptions);

"Sub-Contractor" means any sub-contractor to the Contractor under this Contract, a sub-contractor of a sub-contractor to the Contractor, and any other sub-contractor (of whatever tier) engaged by the Contractor or any sub-contractor from time to time to provide the Services (or any part of the Services);

"Sub-Contract" means any sub-contract entered into by the Contractor pursuant to this Contract, a sub-contract of a Sub-Contractor to the Contractor, and any other Sub-Contract entered into by the Contractor or any Sub-Contractor (of whatever tier) from time to time to provide the Services (or any part of the Services);

"Subsumed AWFs" shall have the meaning given to it within Paragraph 2.4 of Schedule C;

"Sufficiency" or "Sufficiency Service" means a service which provides an agreed number of serviceable assets for Authority use for the duration of the Contract;

"Suitably Qualified and Experienced Personnel" or "SQEP" shall mean an individual proposed by the Contractor who will be suitably qualified and have the relevant experience to provide the service described in scope of role contained in Annex C to the Schedule A.

"Summary of Operations" means a report issued on a 6 monthly basis listing engine and LRI removal causes and the consequent operation effects;

"Target Cost" means as defined in Schedule C (Pricing and Payment);

"Target Fee" means as defined in Schedule C (Pricing and Payment);

"Target Price" means as defined in Schedule C (Pricing and Payment);

"Tax" means all present and future income, turnover, sales, use, business, value added, licence, corporation, capital gains, franchise, export/income, registration, stamp, documentary and other taxes, levies, duties, imposts, fees, charges and withholdings of whatever nature together with interest and penalties, if any, and any payments made on them or in respect of them and Tax and Taxation will be construed accordingly;

"Tax Deduction" means a withholding or deduction for or on account of Tax;

"TCIF" means Target Cost Incentive Fee as defined in Schedule C (Pricing and Payment);

"TEAMIS" means Typhoon Engineering Asset Management Information System

"Technical Baseline" means the Engine standard described by the documents listed at Schedule A (Deliverables and Obligations of the Contractor);

"TBCM" means the Technical Baseline Change Meeting – purpose defined in Schedule F (Governance);

"Technical Instructions" means Technical Instructions issued by EUROJET in respect of the Engine Fleet and used during this Contract;

"Technical Personnel Service" means personnel provided by the Contractor to undertake maintenance and repair activities in the TPSFs;

"Technical Publications" means a suite of documents developed for use by the Authority from internationally approved EUROJET data;

"TPIRF" means Technical Publication Improvement and Reply Form

"Technical Request" means a request from the Authority to the Contractor's operation centre for a Technical Response;

"Technical Response" means:

- (a) advice from the Contractor on how an Article can be returned to Serviceable state or whether it is acceptable as it is; or
- (b) a response from the Contractor stating the timescales in which the Contractor can advise how an Article can be returned to Serviceable state; or
- (c) advice from the Contractor that an Article is Unserviceable State, that the Authority should raise a Demand, and that such item should be Handed-Over to the Contractor;
- (d) advice from the Contractor on logistics issues

Technical Support means as set out in Part 5 of Schedule A (Deliverables and Obligations of the Contractor);

Termination Date means the date of any early termination of this Contract pursuant to any of Clauses 52, 54, 55, 57, or 62 including, where applicable, the Contractor Default Termination Date and the Authority Default Termination Date;

Termination Notice means a written notice sent by the Authority to the Contractor stating that this Contract will terminate on the Contractor Default Termination Date;

TIL means Trackable Items List

Trilogiview means an interactive electronic technical publications tool;

Third Party means any legal or natural person other than the Contractor and the Authority;

Third Party Claim means any claim, lawsuit or other action or proceeding brought directly against the Contractor, any Affiliate of the Contractor and/or the Authority;

Third Party Warranty means any warranty granted in favour of the Authority pursuant to any International Contracts, under which the Contractor is (by virtue of Clause 18.5 (Interdependent Contracts)) entitled to pursue a remedy under such warranty in respect of the provision of goods and/or services by any counterparty (other than the Contractor) to any International Contracts in connection with the provision of the Services and/or the provision of GFE and/or in respect of any act, omission, default and/or breach by any counterparty (other than the Contractor) to any such International Contract;

Tranche 2 Sub-Contract means the sub-contract entered into by the Contractor and EUROJET in connection with the performance of the Tranche 2 element of the NETMA Programme;

Tranche 3 Sub-Contract means means the sub-contract entered into by the Contractor and EUROJET in connection with the performance of the Tranche 3 element of the NETMA Programme;

TRC means Technical Review Committee – purpose defined in Schedule F (Governance)

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

Typhoon or **Typhoon Aircraft** or **Aircraft** means a Typhoon Tranche 1, Typhoon Tranche 2 or Typhoon Tranche 3 aircraft (as the case may be) at the relevant time;

Typhoon Maintenance Facility or **TMF** means the facility at RAF Coningsby within which Typhoon Aircraft maintenance is undertaken;

Typhoon Propulsion Support Facility (**TPSF**) means that part of RAF Coningsby or RAF Lossiemouth (as the case may be) at which the Authority controls the Maintenance and Repair of Engines;

TPSF Service Delivery Manager means the individual appointed by the Authority to manage a TPSF;

Typhoon Training Facility” or **TTF**” means the facility at RAF Coningsby within which Typhoon Aircraft training is delivered;

"Unaffected Obligations" shall mean all other obligations of the Contractor under this Contract other than the GFA Failure Affected Obligations;

“Unserviceable AGE” means AGE:

- (a) that has suffered Failure; or
- (b) which is not useable in accordance with its applicable specification;

Unserviceable Article” means an Unserviceable Part, Unserviceable Accessory or Unserviceable AGE (as the case may be);

Unserviceable Article Data Pack” means the documents which describes the history of an unserviceable article and the reason for its rejection;

"Unserviceable Engine" means an Engine

- (a) that has suffered Failure; or
- (b) for which the Authorised Life on a life limited part has expired; or
- (c) which is not useable in accordance with the approved Engine Maintenance Manuals and Engine Operating Limitations;

"Unserviceable LRI" means a LRI

- (a) that has suffered Failure; or
- (b) for which the Authorised Life on a life limited part has expired; or
- (c) which is not useable in accordance with the approved Engine Maintenance Manuals and Engine Operating Limitations;

"Unserviceable Module" means a Module

- (a) that has suffered Failure; or
- (b) for which the Authorised Life on a life limited part has expired; or
- (c) which is not useable in accordance with the approved Engine Maintenance Manuals and Engine Operating Limitations;

VAT” means value added tax and is the tax charged on supplies of goods and services in the UK pursuant to the Value Added Tax Act 1994;

"Warranties" means the warranties set out in Schedule N (Warranty);

"Warranty Covered Event" means an event or incident occurring in relation to an Article that, had the Authority not waived its ability to claim pursuant to this Contract for the duration of the Contract Period, would have entitled the Authority to successfully claim remediation or replacement of such Article under an applicable warranty granted to it by EUROJET through NETMA;

"Withholds" shall mean either an Engine Withhold or a Spare/Accessory/AGE Withhold being either a repayable amount temporarily withheld by the Authority or a sum which can be converted to Liquidated Damages pursuant to Schedule C (Pricing and Payment).

"Working Day" means Business Day;

"Write-Off Action" means when an Article is agreed to be and declared by the Parties a write-off due to accident damage and/or an approved scrap certificate has been issued for the Article and/or it is beyond economic repair (where the cost of repairing the Article is likely to be greater than 70% of the cost of a new item);

"Year" means the 12 (twelve) month period from and including the day falling immediately before the day bearing the same number in the same month of the following year (or, in the case of a period commencing on 29 February, ending on the next following 28 February);

SPECIAL CONDITIONS

5. Interpretation

- 5.1. The masculine includes the feminine and vice versa, and words importing the neuter include the masculine and the feminine and vice versa;
- 5.2. The singular includes the plural and vice versa;
- 5.3. Words and phrases the definitions of which are contained or referred to in Part 38 of the Companies Act 2006 shall be construed as having the meanings so attributed to them;
- 5.4. Any reference to a “person” includes any individual, firm, body corporate, unincorporated association or partnership, government, state or agency of a state, or joint venture, and includes their successors and permitted assignees or transferees;
- 5.5. References to any enactment, order, regulation, or other similar instrument (including any EU instrument) shall be construed as a reference to the enactment, order, regulation, or instrument (including any EU instrument) as amended, supplemented, replaced or consolidated by any subsequent enactment, order, regulation, or instrument (including any EU instrument);
- 5.6. References to “the Contract” or to any other contract or document referred to in the Contract mean the Contract or such other contract or document as amended, varied, supplemented, modified or novated from time to time, and include the Schedules;
- 5.7. Reference to Condition(s) and Schedule(s) are references to Condition(s) and Schedule(s) of and to the Contract, reference to Clause(s) are references to Clause(s) within a Condition, references to paragraphs are, unless otherwise stated, references to paragraphs of the Schedules in which the reference appears. The Parties agree that, where used in this Contract to describe a numbered provision, the term ‘Condition’ does not carry any implication as to the materiality of that provision;
- 5.8. References to any document being in agreed terms are to that document in the form signed, or initialled, by, or on behalf of, the Parties for identification;
- 5.9. Any reference to “writing” shall include typewriting, printing, lithography, photography, telex, facsimile and the printed out version of a communication by electronic mail and other modes of representing or reproducing words in a legible form;
- 5.10. The words “include”, “including” and “included” shall be construed as if they were immediately followed by the words “without limitation” except where explicitly stated otherwise;
- 5.11. References to any DEFCON are, unless otherwise stated, references to the edition of such DEFCON set out in Clause 3 (DEFCONs, Defence Standards and other Standards);
- 5.12. Where BS/EN/ISO 9000 or documents in the AQAP 100 series form part of the Contract either by reference in the special conditions or as invoked by such Defence Standards (DEF-STANS) in the 05-90 series as are called up as part of the Contract, the following provisions shall also have effect in those documents:
 - (A) 'the Purchaser' means 'the Authority';
 - (B) 'the Purchaser's Representative' means 'the Authority's Representative';

- (C) 'the Project Management Authority' or 'Progress Authority' means the authorities so designated in the Contract;
- (D) any decision, act, or thing which the Authority is required or authorised to take or do under this Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority, provided by reason of this Clause the Contractor shall not be obliged to ensure that such authority has in fact been given (save where the Authority has notified the Contractor in writing that such authority has been revoked);
- (E) except where otherwise provided for within the terms of the Contract or where required by Law, references to submission of documents in writing shall not include electronic submission unless signed in accordance with a formal method of authentication as agreed between the Parties.

6. Headings

- 6.1. The headings and sub headings are inserted for convenience only and shall not affect the construction of the Contract.

7. Schedules

- 7.1. The Schedules (including all their attachments, appendices and annexes) to this Contract form part of this Contract and shall be taken into account in the interpretation of this Contract.

8. Obligations of the Contractor

- 8.1. The Contractor shall provide the Contractor Deliverables and/or shall ensure that the Contractor Deliverables are provided in accordance with:
 - 8.1.1. Schedule A (Deliverables and Obligations of the Contractor); and
 - 8.1.2. all Necessary Consents; and
 - 8.1.3. the Law; and
 - 8.1.4. the provisions of the Contract.

9. Obligations of the Authority

- 9.1. The Authority shall comply with the provisions of Schedule B (Obligations of the Authority).

10. Precedence

- 10.1. In the event of any conflict between the provisions of this Contract and/or between this Contract and any other document referred to in this Contract, then the following order of precedence shall apply:
 - (A) Special Conditions
 - (B) Schedules
 - (C) DEFCONs

- (D) DEFSTANs and Regulatory Articles
- (E) Any other document and any other standard incorporated by reference in the Contract.

10.2. If a Party becomes aware of any conflict or inconsistency within or between the documents referred to in Clause 10 (Precedence), such Party shall notify the other Party forthwith and the Parties shall seek to resolve such inconsistency and if either Party considers the inconsistency to be material, then the matter shall be determined in accordance with Clause 60 (Dispute Resolution Procedure).

11. Period of the Contract

11.1. Subject to Clauses 11.2 and 11.3 the Contract and the rights and obligations of the Parties shall take effect on the Effective Date and shall terminate on the earlier of:

11.1.1. the Expiry Date; or

11.1.2. the Termination Date

11.2. As the availability of Actual Cost data and actual Spares prices is likely to be after either of the dates in Clause 11.1, formal closure of the Contract will be extended as necessary to allow Actual Cost data to be used in the Contract reporting requirements and the calculation of pricing activities detailed in Schedule C. During the extended period, there will be no operational deliverables, however, the Contractor will continue to submit QCRs. The Contract will be formally closed as soon as reasonably practicable following the provision of the CCR/CCS.

11.3. The Contractor's obligations with respect to the Single Source Legislation shall be as described in Clause 2.4 of Schedule C (Pricing and Payment). For the avoidance of doubt the Subsumed AWFs shall be governed by the terms of this Contract.

12. Options

12.1. The Authority may extend the duration of this Contract by a period of up to five (5) additional years, subject to agreement between the Parties. Should the Authority decide to exercise its right to extend the Contract period, it shall give the Contractor at least 24 months written notice prior to the Expiry Date of the Contract, specifying the required scope and duration. The Parties shall agree a programme to finalise SSCR compliant pricing for the extension period prior to the Expiry Date of the extant Contract.

12.2. The Parties shall discuss the possibility of exercising the Option to extend during the Mid-Term Review (Clause 43) and agree a process by which the Contractor shall submit a quote for the Authority's consideration.

13. Contract Assumptions

13.1. Any actual or anticipated changes to any Contract Assumptions during the Contract Period shall as soon as reasonably practicable after either Party becomes aware of any such changes be notified in writing to the other Party.

13.2. The effects of any changes as a consequence of a change in any of the Contract Assumptions shall be determined in accordance with Schedule C (Pricing and Payment) and (where applicable) Schedule L (Contract Changes), provided always that:

13.2.1. the Parties shall be entitled to a change to this Contract as a consequence of a change in Contract Assumptions; and

13.2.2. the Contractor shall not be entitled to any change (and/or any other relief and/or compensation (including any adjustment to the Target Price)) to this Contract as the result of any change to the Contract Assumptions to the extent that the cause of, or

contribution to, such change was a breach of this Contract by the Contractor or the negligent act or omission of the Contractor and/or any Contractor Related Party.

14. Contractor Warranties and Representations

14.1. The Contractor warrants and represents to the Authority that:

14.1.1. it has the corporate power and authority to enter into and to exercise its rights and perform its obligations under the Contract and any Sub-Contracts that it enters into;

14.1.2. it is not subject to any claim, litigation, arbitration, proceedings or any other obligation which shall or is likely to have a material adverse effect on the ability of the Contractor to perform its obligations under the Contract;

14.1.3. so far as it is aware, there is not, nor has there been, any infringement or alleged infringement of any Third Party's IPR in connection with this Contract, which in its reasonable opinion shall or is likely to have a material adverse effect on the ability of it to perform its obligations under this Contract;

14.1.4. in entering into this Contract, in so far as it is aware, it has not, committed any Prohibited Act; and

14.1.5. the Authority relies upon such warranties and representations.

15. Contractor Undertakings

15.1. Save where expressly provided in the Special Conditions, none of the warranties, representations or undertakings given in this Clause 15 (Contractor Undertakings) shall be given a limited construction by reference to any other warranties, representations or undertakings expressly made, given or undertaken by the Contractor in the Special Conditions.

15.2. The Contractor undertakes that for so long as the Contract remains in full force:

15.2.1. it shall give the Authority notice of any litigation, arbitration, administrative or adjudication or mediation proceedings before or of any court, arbitrator, administrator or adjudicator or mediator or Relevant Authority ("Dispute Forum") against itself or a Sub-Contractor which would adversely affect, to an extent which is material in the context of the Contract, the Contractor's ability to perform its obligations under the Contract, unless such notice is precluded by the rules of the Dispute Forum. Such notice to the Authority shall be given within 20 (twenty) Business Days of the Contractor becoming aware such proceedings may be threatened or pending, and immediately after the commencement thereof; and

15.2.2. it shall not undertake the performance of its obligations under the Contract otherwise than through itself or a Sub-Contractor; and

15.2.3. it shall not commit a Prohibited Act.

16. Necessary Consents

16.1. The Contractor shall:

16.1.1. obtain and maintain all Necessary Consents which may be required for the provision of the Contractor Deliverables under the Contract, including the entering into of any legally binding agreements necessary for the grant of the Necessary Consents; and

16.1.2. on request by the Authority, use reasonable endeavours to assist the Authority to obtain any Necessary Consents that, as a matter of Law, only the Authority is eligible to obtain; and

- 16.1.3. at its own expense use reasonable endeavours to assist the Authority to obtain Authority Required Consents; and
- 16.1.4. provide to the Authority, when required, a copy of:
- (A) any application for a Necessary Consent or any variation, relaxation or waiver (with a copy of all accompanying drawings and other documents); and
 - (B) any Necessary Consent; and
 - (C) where such agreement permits such disclosure.
- 16.1.5. Use reasonable endeavours to preserve the Necessary Consents, and procure, where it is able to do so, that such Necessary Consents are not revoked or quashed and that all Necessary Consents continue in full force and effect for such time as is necessary for the Contractor to provide the Contractor Deliverables to the Authority.
- 16.1.6. References in the Contract to Necessary Consents shall be construed as referring to the Necessary Consents as from time to time varied or waived by the Authority.
- 16.2. For the avoidance of doubt any costs incurred by the Contractor in performance of this Clause 16.1 shall be allowable costs allocable by the Contractor against the Contract for the purposes of Schedule C (Pricing and Payment) provided they are allowable costs consistent with the Single Source Pricing Regulations.
- 16.3. The Authority shall, subject to the Contractor's compliance with Clause 16.1.2 (Necessary Consents):
- 16.3.1. obtain, maintain and preserve any Authority Required Consents that, as a matter of Law, only the Authority is eligible to obtain; and
- 16.3.2. on request by the Contractor, and where the Authority's assistance is necessary the Authority shall assist the Contractor in obtaining, maintaining and preserving any Necessary Consents that the Contractor is obliged to obtain, maintain or preserve in accordance with the Contract.
- 16.4. The Contractor shall not be in breach of its obligations under this Contract to the extent any failure to perform such obligations is due to circumstances outside of the Contractor's control and results from the Contractor being unable to obtain any Necessary Consent or where there is a failure to provide the necessary Authority Required Consents, provided that the Contractor has complied with its obligations under Clause 16.1.2 and Clause 16.1.3 above.
- 16.5. The Contractor may be entitled to an amendment in accordance with the Contract Change Procedure at Clause 22 (Contract Change) in respect of any changes necessary.

17. Contractor Related Parties

- 17.1. The Contractor:
- 17.1.1. shall be responsible and liable for the acts and omissions of the Contractor Related Parties in the performance of the Contract as if they were the acts and omissions of the Contractor (including in connection with the achievement of the KPIs); and
- 17.1.2. acknowledges and agrees that the appointment, employment or engagement by the Contractor of any Contractor Related Party shall not relieve the Contractor for any liability or obligations under this Contract.

18. Interdependent Contracts

- 18.1. Subject to Clauses 18.3 and 18.4 (Interdependent Contracts), if, as a result of any breach by the Contractor of any of its obligations under:

18.1.1. Tranche 2 Sub-contract & Tranche 3 Sub-contract; and/or

18.1.2. PSOP3 Contract; and/or

18.1.3. The NETMA Programme Contracts to the extent such obligations contained in those contracts relate to the timing of the supply of parts and/or information;

the Authority is unable to comply with any or all of its obligations under Schedule B (Obligations of the Authority) then, notwithstanding any other provision of this Contract:

- (A) such failure by the Authority to comply with those obligations shall not be treated as a GFX Failure for the purposes of this Contract (provided that the Authority has used its reasonable endeavours to mitigate such failure);
- (B) the Contractor shall not be entitled to any relief and/or compensation of whatever nature (including any adjustment to price payable pursuant to Schedule C (Pricing and Payment) and howsoever arising in respect of such failure by the Authority to comply; and
- (C) nothing shall affect the Authority's rights to recover any Liquidated Damages pursuant to Schedule C (Pricing and Payment).

- 18.2. The Authority acknowledges that in respect of the same cause, event, act or omission it shall not claim rights, entitlements, financial compensation (including liquidated damages) under:

18.2.1. this Contract; and

18.2.2. any one or more of the International Contracts.

- 18.3. Where, in accordance with any Interdependent Contract, the Contractor has undertaken to deliver any contracted deliverables under any Interdependent Contract, such items shall be deemed to have been delivered to the Contractor by the Authority under this Contract on the date such contracted deliverables were due to be delivered under such Interdependent Contract and accordingly (from the date of such deemed delivery) the Authority's obligation to provide such items as GFX under this Contract shall be deemed discharged and no GFX Failure shall have occurred.

- 18.4. Where pursuant to any Interdependent Contract the Contractor is entitled to an extension of time for the delivery of any items as referred to in Clause 18.3 (Interdependent Contracts) (whether or not this is caused by any act or omission of the Authority), the Contractor shall be entitled, to the extent that it hinders, delays or affects the Contractor's performance of its obligations in this Contract, an equivalent extension of time under this Contract in relation to the performance by it of its delivery obligations referred to in Clause 18.3 (Interdependent Contracts).

- 18.5. The Authority hereby permits the Contractor to raise warranty claims pursuant to any relevant Third Party Warranty to the extent only that is necessary to perform the Services and the Authority shall provide such reasonable assistance as is reasonably required by the Contractor in pursuing such claims, provided that nothing in this Clause 18.5 (Interdependent Contracts) shall:

18.5.1. operate to relieve the Contractor (and the Contractor shall not be entitled to claim any additional payment) from any liability and/or obligation under this Contract; and

18.5.2. subject to Clause 18.2 (Interdependent Contracts), affect any of the Authority's rights under any Interdependent Contract;

and the Contractor shall provide details to the Authority of any claims made on its behalf.

- 18.6. The provisions of Clause 18.5 (Interdependent Contracts) shall not apply to Articles to which the provisions of Clause 80.1 (Use of Articles by Third Parties in connection with Aircraft Owned by Third Parties) apply.

19. Co-operation and Partnering

- 19.1. The Parties shall work together in an open and honest environment with the aim of achieving successful partnering and continuous improvement.

20. Embedded Contractor

CLAUSE REDACTED IN FULL

21. Approval by the Authority

- 21.1. Except for a confirmation of a Change pursuant to Clause 22 (Contract Change) which expressly changes the Contractor's obligations or liabilities or the Authority's rights under this Contract and/or save as expressly stated in this Contract and/or where the Authority's Representatives are acting in accordance with Clause 27 (Representatives), no review, comment or approval by the Authority shall operate to exclude or limit the Contractor's obligations or liabilities or the Authority's rights under this Contract.

22. Contract Change

- 22.1. This Contract may not be amended except by the written agreement of the duly authorised representatives of each of the Parties.
- 22.2. The written agreement of the Parties shall be obtained only by either:
- 22.2.1. a serially numbered amendment being issued to the Contractor by the Authority (and such amendment shall come into force only when the Contractor has despatched to the Authority, on a DEFFORM 10B, an unqualified acceptance of the Authority's proposed amendment); or
- 22.2.2. signature by both the Authority and the Contractor in accordance with the Contract Change Proposal in accordance with the process detailed at Schedule L (Contract Changes).
- 22.3. Any purported amendment to this Contract which does not satisfy the terms of this Clause 22 (Contract Change) shall be of no effect.
- 22.4. Where an amendment to this Contract covers changed or additional requirements and/or involves a change in the Contract Price, such change shall be agreed prior to any authority to proceed being given by the Authority.
- 22.5. The Parties shall comply with the provisions of Schedule L (Contract Changes) in respect of any Changes.

23. Volume Control Mechanism

CLAUSE REDACTED IN FULL

24. Reduce to Produce (RTP) Mechanism

- 24.1. An Engine strip for the purpose of any Engine Reduce To Produce (RTP) can be ordered by the Authority as an over and above item in accordance with the Contract Change Process in

Schedule L (Contract Changes) and the process laid out in Schedule C (Pricing and Payment). This shall be subject to agreement between the Parties regarding availability of capacity (including STCs) in the Contractor's facility.

- 24.2. All Modules, Accessories and non-Consumable Parts harvested from RTP are to be inspected and conditioned (ie declared serviceable or unserviceable) by the Contractor. Once inspected and conditioned, the Contractor is to segregate Authority owned assets both by condition and owner using its executive system and a compliant storage system.
- 24.3. The Contractor is required to provide a report on each RTP Engine by serial number, within 30 days of RTP completion, detailing recovered assets by part number, quantity, serviceability and batch number.
- 24.4. Consumable parts may be locally scrapped/destroyed (swarfed) by the Contractor without requirement for reporting to the Authority.
- 24.5. All work beyond the initial Engine strip to Module level for RTP including but not limited to any inspections, storage or management of RTP assets is subject to price, capacity and schedule agreement between the Parties and placement of the applicable additional order(s) by the Authority.
- 24.6. All RTP assets are deemed to be the property of the Authority and may be used in this Contract (FAST/00214), provided the Authority receives a Service Credit for those parts in accordance with Schedule C (Pricing and Payment).
- 24.7. The Contractor is obligated to include RTP assets on the quarterly DEFCON 694 reports.
- 24.8. Disposal instructions for non-consumable parts must be sought in accordance with Schedule H (Inventory Optimisation).
- 24.9. All additional RTP details or requirements shall be agreed on a case by case basis.

25. Sub-contracting and Prompt Payment

- 25.1. In this Clause 25 '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.
- 25.2. Subcontracting any part of the Contract shall not relieve the Contractor of any of the Contractor's obligations, duties or liabilities under the Contract.
- 25.3. Where the Contractor enters into a new Subcontract he shall use best endeavours to cause a term to be included in such Subcontract:
 - (a) providing that where the Subcontractor submits an invoice to the Contractor, the Contractor will consider and verify that invoice in a timely fashion;
 - (b) providing that the Contractor shall pay the Subcontractor any sums due under such an invoice no later than a period of 30 days or another reasonable period agreed between the Contractor and Subcontractor from the date on which the Contractor has determined that the invoice is valid and undisputed;
 - (c) providing that where the Contractor fails to comply with paragraph a) above, and there is an undue delay in considering and verifying the invoice, that the invoice shall be

regarded as valid and undisputed for the purposes of paragraph b) after a reasonable time has passed; and

- (d) requiring the counterparty to that Subcontract to include in any Subcontract which it awards, provisions having the same effect as clauses a) to d) of this Clause 25.

26. Whole Agreement

- 26.1. The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract.
- 26.2. Neither Party has placed any reliance on any representations, agreements, statements or understandings made prior to the signature of this Contract, whether orally or in writing, relating to the performance of their obligations under the Contract other than those expressly incorporated in this Contract, which has been negotiated on the basis that its terms represent their entire agreement relating to performance of their obligations under the Contract and supersede all such representations, agreements, statements and understandings.
- 26.3. Neither Party may place any reliance on any and all future representations whatsoever in respect of the performance of this Contract unless expressly agreed by the Parties in writing to form a part of this Contract. This Clause 26 (Whole Agreement) does not apply to any statement, representation or warranty made fraudulently, or to any provision of this Agreement induced by fraud, for which the remedies available are those available under English Law.

27. Representatives

27.1. References to Authority and Contractor:

- 27.1.1. Except as provided otherwise under the Contract, any reference to the Authority and the Contractor in respect of:

- (A) the giving of consent;
- (B) the delivering of any notices; or
- (C) the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the relevant Party,

shall be deemed to be references to the Authority's Representatives and the Contractor's Representatives (respectively) in accordance with this Clause 27 (Representatives).

27.2. Contractor's Representatives

- 27.2.1. The Contractor's Representatives shall be those persons detailed in the Parties' Representatives Contact List, found in Schedule F (Governance). The Contractor's Representatives shall have the appropriate training, skills and delegated authority to co-ordinate and ensure the Contractor's proper discharge of its obligations under the Contract.

27.3. Authority of Contractor's Representatives

- 27.3.1. Each of the Contractor's Representatives shall have full authority to act on behalf of the Contractor for those purposes for which that Contractor's Representative is appointed, as detailed in the Contractor's organisational chart. The Authority and the Authority's Representative shall be entitled to treat any act of the relevant Contractor's Representative in connection with those aspects of the Contract for which that Contractor's Representative is appointed as being expressly authorised by the Contractor (save where the Contractor has notified the Authority's representative in

DEFFORM 111 in writing that such authority has been revoked and under these circumstances the Contractor would not be liable for the actions of the Contractor's Representative) and the Authority shall not be required to determine whether any express authority has in fact been given.

27.4. Appointment of Successor

27.4.1. The Contractor may terminate the appointment of any Contractor's Representative and shall appoint a successor, the identity of whom shall be made known to the Authority.

27.5. Authority's Representatives

27.5.1. The contact details of the Authority's Representatives shall be those persons detailed in the DEFFORM 111. The Authority's Representatives shall have the appropriate training, skills and delegated authority to co-ordinate and ensure the Authority's proper discharge of its obligations under the Contract.

27.6. Authority of Authority's Representatives

27.6.1. Each of the Authority's Representatives shall have full authority to act on behalf of the Authority for those purposes for which that Authority's Representative is appointed. The Contractor and the Contractor's Representative shall be entitled to treat any act of the relevant Authority's Representative in connection with those aspects of the Contract for which that Authority's Representative is appointed as being expressly authorised by the Authority (save where the Authority has notified the Contractor in writing that such authority has been revoked) and the Contractor shall not be required to determine whether any express authority has in fact been given.

27.7. Appointment of Successor

27.7.1. The Authority may terminate the appointment of any Authority's Representative and shall appoint a successor, the identity of whom shall be made known to the Contractor.

28. Contractor's Status

28.1. Nothing in the Contract shall be construed as creating a partnership or a contract of employment between the Authority and Contractor.

28.2. Save as expressly provided otherwise in the Contract, the Contractor shall not be, nor be deemed to be, a representative of the Authority and the Contractor shall not hold itself out as having authority or power to bind the Authority in any way.

28.3. Neither Party shall place or cause to be placed any order with Sub-Contractors or otherwise incur liabilities in the name of the other Party or any representative of the other Party.

29. Sub-Contracting

29.1. Sub-contracting any part of this Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under this Contract. It is at the discretion of the Contractor to flow down any information and obligations it deems relevant to any Sub-Contractors related to the performance under the Contract. The Contractor shall be responsible for the acts and omissions of the Sub-Contractors as though such acts or omissions are its own.

29.2. The Contractor shall inform the Authority as soon as reasonably practicable if it becomes aware of:

29.2.1. any material breach by any National Sub-Contractor of any of the requirements set out in DEFCON 68 Edn 02/19 (Supply of Data for Hazardous Articles, Materials And Substances); and

29.2.2. the commission of any Prohibited Act by any National Sub-Contractor which gives rise to a right to terminate under Clause 52 (Termination);

if the Sub-Contractor's actions cannot (in the case of Clause 29.2.1 (Sub-Contracting)) be remedied, and if requested to do so by the Authority, the Contractor shall terminate the relevant part of the Sub-Contract as soon as reasonably practicable in accordance with its terms.

29.3. Matters to be included in Sub-Contracts:

29.3.1. Where a Sub-Contract is exclusively related to the Contractor's performance of its obligations under this Contract, the Contractor shall use reasonable endeavours to ensure that the Sub-Contracts which it enters into on or after the Effective Date; include:

- (A) provisions that the Authority's rights referred to in this Clause 29.3, which are otherwise enforceable under the Contracts (Rights of Third Parties) Act 1999, are not rendered unenforceable;
- (B) a requirement that either Party to the National Sub-Contract may release to the Authority any of those parts of the Sub-Contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Clause 29.3 and such release shall not amount to a breach of any provision of confidentiality contained within the Sub-Contract.

29.3.2. The Contractor shall ensure that all Sub-Contracts exclusively related to the Contractor's performance of its obligations under this Contract which it enters into on or after the Effective Date include the power to determine that Sub-Contract in accordance with the terms which apply to any termination of this Contract, provided that references in the provisions of such Clauses to "Authority", "Contractor" and "Contract" shall be construed (as appropriate) as references to "Contractor", "Sub-Contractor" and "Sub-Contract" (respectively) for the purposes of corresponding Sub-Contract provisions.

29.3.3. Where a Sub-Contract is exclusively related to the Contractor's performance of its obligations under this Contract and is entered into on or after the Effective Date, the Contractor shall include a requirement that either Party to the National Sub-Contract may release to the Authority any of those parts of the Sub-Contract as are necessary to be sufficient to demonstrate compliance with the provisions of this Clause 29.3 and that any such release shall not amount to a breach of any provision of confidentiality contained in the National Sub-Contract..

30. Disclosure of Information

30.1. '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, including information provided in the tender or negotiations which preceded the award of the Contract.

30.2. Subject to Clauses 30.5 to 30.9 each Party:

- (A) shall treat in confidence all Information it receives from the other; and
- (B) shall not disclose any of that Information to any Third Party without the prior written consent of the other Party, such consent shall not unreasonably be withheld, except that the Contractor may disclose Information in confidence, without prior consent, to such persons and to such extent as may be necessary for the performance of the Contract; and
- (C) shall not use any of that Information otherwise than for the purpose of the Contract; and

- (D) shall not copy any of that Information except to the extent necessary for the purpose of exercising its rights of use and disclosure under the Contract.
- 30.3. Both Parties shall take all reasonable precautions necessary to ensure that all Information disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract:
- (A) is disclosed to its employees and Sub-Contractors, only to the extent necessary for the performance of the Contract; and
 - (B) is treated in confidence by them and not disclosed except with prior written consent of the Authority or used otherwise than for the purpose of performing work or having work performed for the Authority under the Contract or any sub-contract under it.
- 30.4. Both Parties shall ensure that his employees are aware of his arrangements for discharging the obligations at Clauses 30.2 and 30.3 before they receive Information and take such steps as may be reasonably practical to enforce such arrangements.
- 30.5. Clauses 30.2 and 30.3 shall not apply to any Information to the extent that either Party:
- (A) exercises rights of use or disclosure granted otherwise than in consequence of, or under, the Contract;
 - (B) has the right to use or disclose the Information in accordance with other conditions of the Contract; or
 - (C) can show:
 - (i) that the Information was or has become published or publicly available for use otherwise than in breach of any provision of the Contract or any other agreement between the Parties;
 - (ii) that the Information was already known to it (without restrictions on disclosure or use) prior to it receiving it under or in connection with the Contract;
 - (iii) that the Information was received without restriction on further disclosure from a Third Party who lawfully acquired it and who is himself under no obligation restricting its disclosure; or
 - (iv) from its records that the same information was derived independently of that received under or in connection with the Contract;
- provided the relationship to any other Information is not revealed.
- 30.6. Neither Party shall be in breach of this Clause where it can show that any disclosure of Information was made solely and to the extent necessary to comply with a statutory, judicial or parliamentary obligation. Where such a disclosure is made, the party making the disclosure shall ensure that the recipient of the Information is made aware of and asked to respect its confidentiality. Such disclosure shall in no way diminish the obligations of the Parties under this Condition.
- 30.7. The Authority may disclose any Information it shall have received from the Contractor:
- (A) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body, which shall include disclosure to the Cabinet Office and/or HM Treasury for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes;

- (B) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (C) on a confidential basis to a professional adviser(s), consultant(s) or other person(s), other than (save where this Contract terminates or shall have terminated on the basis of Rectifiable Contractor Default that is not rectified or a Non-Rectifiable Contractor Default)) any direct competitor of the Contractor and/or any Subcontractor):
 - (i) engaged by any Central Government Body (including any benchmarking organisations) for any purpose relating to or connected with this Contract; or
 - (ii) engaged by or on behalf of the Authority in connection with the Authority's exercise of any of its express rights under this Contract; or
- (D) on a confidential basis to a proposed body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under the Contract;

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this clause.

- 30.8. Before sharing any Information in accordance with clause 30.7 above, the Authority may redact the Information. Any decision to redact information made by the Authority shall be final.
- 30.9. The Authority shall not be in breach of the Contract where it can show that any disclosure of Information is made solely and to the extent necessary to comply with the Freedom of Information Act 2000 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations"). To the extent permitted by the time for compliance under the Act or the Regulations, the Authority shall consult the Contractor where the Authority is considering the disclosure of Information under the Act or the Regulations and, in any event, shall provide prior notification to the Contractor of any decision to disclose the Information. The Contractor acknowledges and accepts that its representations on disclosure during consultation may not be determinative and that the decision whether to disclose Information in order to comply with the Act or the Regulations is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Act or the Regulations. For the avoidance of doubt, nothing in this Condition shall affect the Contractor's rights at Law.
- 30.10. Nothing in this Condition shall affect the Parties' obligations of confidentiality where information is disclosed orally in confidence.

31. Quality Assurance and Safety Requirements

- 31.1. The Contractor shall give effect to the provisions of Schedule K (Quality Assurance and Safety Requirements).
- 31.2. Without prejudice to Clause 31.1, the Contractor shall procure that each of its Sub-Contractors performs all its obligations under the relevant Sub-Contract in conformity with the quality requirements of the Defence Standards set out in Schedule K (Quality Assurance and Safety Requirements), in accordance with the Quality Plan and the Contractor's MAOS and DAOS Statements. Where standards have been included in the Contract as guidance only, or in respect of Sub-Contracts which do not contain those standards, or in respect of Sub-Contracts which include those standards for guidance only, quality assurance activities shall be carried out in accordance with the Quality Plan.
- 31.3. The Parties shall comply with the Military Regulations Publications (MRP) / Military Aviation Authority (MAA) with the provisions of Schedule K (Quality Assurance and Safety Requirements).

32. Provision of Government Furnished Assets

- 32.1. The Authority shall provide the Government Furnished Assets in accordance with the provisions of Schedule B (Obligations of the Authority).
- 32.2. The Contractor shall act with due care and diligence in respect of all Government Furnished Assets in the Contractor's possession and control.
- 32.3. The Contractor shall carry out all required maintenance and calibration of the GFX in the Contractor's control on the basis that GFX is a Serviceable Article at the Contract Effective Date.
- 32.4. Where vehicles owned by the Authority are provided for the use of the Contractor for its sole use on the MOBs and/or public roads, the Contractor shall ensure that it has adequate insurance provision to cover for Third Party risks, including death or bodily injury or damage to property, as well as the appropriate insurance to cover personal death or injury benefit to the Contractor's Employees.
- 32.5. On the earlier of the Expiry Date or the Termination Date, the Contractor shall return all Government Furnished Assets to the Authority in a serviceable condition, except for any consumption or fair wear and tear resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor).

33. Quality of Government Furnished Assets

- 33.1. Nothing in this Clause 33 shall limit any of the Contractor's existing rights and obligations under the NETMA Programme Contracts.
- 33.2. The Authority acknowledges that the Contractor has assumed that:
 - 33.2.1. Engines (and the relevant Parts of such Engines) issued to the Contractor under Schedule B (Obligations of the Authority) shall at the time of such issue be free of design defects; and
 - 33.2.2. GFE (other than Engines and the relevant Parts of such Engines) issued to the Contractor under Schedule B (Obligations of the Authority) shall at the time of such issue be:
 - (A) free of design defects; and
 - (B) free of defects in material or workmanship or any other manufacturing defects, subject to fair wear and tear for used items,provided that the Authority shall be deemed to have satisfied the assumption in this Clause 33.2.2 (Quality of Government Furnished Assets) where, notwithstanding any defects of the kind referred to in Clauses 33.2.2 (A) and/or (B) (Quality of Government Furnished Assets), such item of GFE is adequate for the purpose for which it was originally intended to be used.
- 33.3. Should either Party become aware of any defects of the kind referred to in Clauses 33.2.1 and/or 33.2.2 (Quality of Government Furnished Assets), such Party shall promptly notify the other Party.
- 33.4. Where the provisions of:
 - 33.4.1. Clause 33.2.1 (Quality of Government Furnished Assets) apply, where the Contractor provides written demonstrable evidence of Losses to the reasonable satisfaction of the Authority, within a reasonable period of time after the event, the Contractor shall not be liable for any Losses arising as a direct result of any design defects as referred to in Clause 33.2.1 (including any costs related to the purchase of new parts and consequential Engine rework) and, to the extent that such design defect is the cause

of the Contractor's inability to provide the Services or perform any of its other obligations under this Contract or of the degradation of the Contractor's performance against the KPI regime set out in Schedule A (Deliverables and Obligations of the Contractor) and Schedule G (Contract Performance), such occurrence shall be treated as a GFX Failure and the provisions of Clauses 35.1 to 35.7 (Authority Performance Failures) shall apply; or

33.4.2. Clause 33.2.2 (Quality of Government Furnished Assets) apply, subject to the provisions of Clause 18 (Interdependent Contracts), then to the extent that such defects are the cause of the Contractor's inability to provide the Services or perform any of its other obligations under this Contract or of the degradation of the Contractor's performance against the KPI regime set out in Schedule A (Deliverables and Obligations of the Contractor) and Schedule G (Contract Performance), such occurrence shall be treated as a GFX Failure and the provisions of Clauses 35.1 to 35.7 (Authority Performance Failures) shall apply.

33.5. The Authority shall ensure that all GFE provided to the Contractor under this Contract shall be supplied or made available to the Contractor with all relevant documentation.

34. Use of the Authority's Information Technology (IT)

34.1. The Contractor's employees, officers, agents and Sub-Contractors may only use the Authority-owned computer hardware and/or software, including connections and Internet and/or Internet services, with the express permission of the Authority where they possess an appropriate Security Clearance, and then only for the performance of the Contract. For the avoidance of doubt, where access is granted to Authority shared data areas the Contractor, its employees, officers, agents and Sub-Contractors shall only access documents required for the performance of the Contract and defined in the Contract.

34.2. The Contractor shall ensure that its employees, officers, agents and Sub-Contractors comply with the Authority's policy, procedures and instructions in respect of computer hardware, software and any connections to the Internet and/or Internet services, which are available from the Authority when appropriately notified of such policy, procedures and instructions.

34.3. The Contractor shall take all practicable and reasonable precautions to ensure its employees, officers, agents and Sub-Contractors do not use the computer hardware and/or software, including any connection to the internet and/or internet services unlawfully or for unlawful purposes and shall indemnify the Authority against any claim made by a Third Party in this connection.

34.4. The Contractor shall not, in so far as it is reasonably practicable, cause or allow its employees, officers, agents and sub-contractors to bring the reputation of the Authority into disrepute by any action, activity or behaviour in connection with hardware on an Authority site.

35. Authority Performance Failures

35.1. As soon as practicable, after it becomes aware of a GFX Failure or a potential GFX Failure (in each case as a result of its own investigation or following notification from the Contractor in accordance with Clause 35.3 (Authority Performance Failures)), the Authority shall notify the Contractor in writing of the GFX Failure, whether it can remedy or rectify the GFX Failure and (where such GFX Failure can be remedied or rectified) the revised date by when the Authority reasonably believes that such GFX Failure shall be remedied or rectified by the Authority in full.

35.2. If and to the extent that a GFX Failure is the cause of:

35.2.1. the Contractor's inability to provide the Services; or

35.2.2. the Contractor's inability to perform any of its other obligations under this Contract; or

35.2.3. the degradation of the Contractor's performance against the KPI regime set out in Schedule G (Contract Performance) to the Contract,

then subject to Clause 35.3 (Authority Performance Failures) and Clause 18 (Interdependent Contracts), the Contractor is entitled (save to the extent that the GFX Failure has been caused by any breach of this Contract by the Contractor or a negligent act or omission of the Contractor and/or any Contractor Related Party (other than any NETMA Party)) to relief from those of its obligations to the extent that it is hindered, delayed or affected from performing such obligations as a result of such GFX Failure. If such breach or such negligent act or omission has contributed to the GFX Failure, the Contractor's entitlement to relief shall be reduced by an amount proportionate to such contribution to the GFX Failure.

35.3. To obtain relief pursuant to Clause 35.2 (Authority Performance Failures) the Contractor shall:

35.3.1. where it is aware that the GFX Failure has adversely affected or is likely to adversely affect its ability to perform its obligations under this Contract, give to the Authority written notice as soon as reasonably practicable after becoming aware of such circumstances;

35.3.2. within ten (10) Business Days of service on the Authority of the notice referred to in Clause 35.3.1 (Authority Performance Failures), provide the Authority with reasonable details (to the extent they are available to the Contractor) of the GFX Failure, the GFX Failure Affected Obligations and the relief claimed;

35.3.3. provide evidence to the Authority as soon as reasonably practicable after becoming aware of such circumstances as are referred to in Clause 35.3.2 to demonstrate that:

- (A) the GFX Failure caused the GFX Failure Affected Obligations; and
- (B) the relief claimed could not reasonably be expected to be mitigated or recovered by the Contractor acting in accordance with good industry practice, provided this causes no additional cost to the Contractor or detracts from the provision of the Services,

and continue to perform the Unaffected Obligations.

35.4. To the extent that the Contractor has complied with its obligations under this Clause 35 (Authority Performance Failures), then:

35.4.1. the Contractor shall not be made liable for any Liquidated Damages nor made subject to any of the Authority's other rights or remedies pursuant to this Contract or at Law arising as a result of the GFX Failure (including its right to terminate this Contract pursuant to Clause 52 (Termination)) in respect of the non-performance of the GFX Failure Affected Obligations, provided always that nothing in this Clause 35.4.1 shall prevent the Authority from terminating this Contract in accordance with Clause 55 (Break); and

35.4.2. where a GFX Failure is remedied by the Authority, the Contractor shall be granted an extension of time to perform any GFX Failure Affected Obligations equal to such period of time that the performance of the Contractor's obligations is hindered, delayed or prevented by a GFX Failure, such period to include any period reasonably necessary for the Contractor to return fully the GFX Failure Affected Obligations to the level of operation prior to the occurrence of the GFX Failure.

35.5. If information referred to in Clause 35.3 (Authority Performance Failures) is provided by the Contractor after the dates referred to in Clause 35.3 (Authority Performance Failures) or after the time periods specified in Schedule B (Obligations of the Authority) and Schedule G (Contract Performance), then the Contractor shall not be entitled to any relief in respect of the period for which the information is delayed.

- 35.6. The Contractor shall notify the Authority if at any time it realises or becomes aware of any information relating to the GFX Failure, giving details of that information, to the extent that such information is:
- 35.6.1. new and in the reasonable opinion of the Contractor is of material relevance to the relevant GFX Failure; or
- 35.6.2. renders information previously submitted materially inaccurate or misleading.
- 35.7. If the Parties cannot agree the extent of any relief from the Contractor's obligations under this Contract or the Authority disagrees that any GFX Failure has occurred (or as to its consequences), or that the Contractor is entitled to any relief under this Clause 35 (Authority Performance Failures) the Parties shall resolve the matter in accordance with Clause 60 (Dispute Resolution), provided that for the period of any such dispute, the Authority shall continue to make payment in accordance with Clause 44 (Price) and Clause 45 (Payment) and the provisions of Clause 50 (Disputed Amounts) shall apply following such determination in accordance with Clause 60 (Dispute Resolution) as qualified in this Contract.
- 35.8. Subject to the provisions of Clause 35.9 nothing in this Clause shall prevent the Contractor from recovering direct Loss or damage arising from the consequences of a GFX Failure.
- 35.9. The Contractor shall not commence legal proceedings or arbitration to recover from the Authority Losses arising from a GFX Failure to the extent suffered or incurred by the Contractor up to the GFX Losses Threshold unless:
- 35.9.1. it has as soon as reasonably practicable, notified the Authority in writing of any such GFX Failures giving rise to such Losses; and
- 35.9.2. it has requested a change pursuant to Clause 22 (Contract Change) in order that any such Losses up to the GFX Losses Threshold can be assessed by the Authority and recovered by the Contractor pursuant to Clause 22 (Contract Change) and the provisions of Schedule L (Contract Changes), provided that this Clause shall not limit:
- (A) the Contractor's entitlement (if any) to relief for such GFX Failure pursuant to the provisions of Clause 35 (Authority Performance Failures); and
- (B) the Contractor's rights at Law, including its rights to general damages, to recover any Losses caused by any GFX Failures in excess of the GFX Losses Threshold; and
- (C) the Authority's obligations in respect of any express indemnity given to the Contractor in this Contract.
- 35.9.3. until the Dispute Resolution Process in Clause 60 has been completed.

36. Authority Support Services

- 36.1. The Authority shall procure the performance of Additional Technical Services in accordance with its obligations in Schedule B (Obligations of the Authority).
- 36.2. The Authority acknowledges that the Contractor has assumed that any Additional Technical Services procured by the Authority pursuant to Schedule B (Obligations of the Authority) are free of any material mistakes and material inaccuracies.
- 36.3. Should either Party become aware of any material mistakes and material inaccuracies of the type referred to in Clause 36.2, such Party shall promptly inform the other Party.
- 36.4. Subject to Clause 18 (Interdependent Contracts), where the Additional Technical Services procured by the Authority pursuant to Schedule B (Obligations of the Authority) are not free of any material mistakes and material inaccuracies, the Contractor shall not be liable for any

Losses provided the Contractor provides written demonstrable evidence to the reasonable satisfaction of the Authority, within a reasonable period of time after the event, that Losses arising as a direct result of any material mistakes and material inaccuracies as referred to in Clause 36.3 and, to the extent that such material mistakes and material inaccuracies affect and/or hinder the Contractor's performance of the Services or affect and/or hinder the Contractor's performance of any of its other obligations under this Contract or result in the degradation of the Contractor's performance against the KPI regime set out in Schedule A (Deliverables and Obligations of the Contractor) and Schedule G (Contract Performance), such occurrence shall be treated as a GFX Failure and the provisions of Clauses 35.1 to 35.7 (Authority Performance Failures) shall apply.

37. Risk Management

- 37.1. The Contractor acknowledges that any risk assessment which it may undertake in connection with the Contract shall be conducted as a project management function only, and any such risk assessment shall not affect the legal relationship between the Parties. The process of the Contractor's risk assessment, including the identification of (or failure to identify):

37.1.1. particular risks and their impacts; and

37.1.2. risk reduction and/or mitigation measures, contingency plans and remedial plans; and

37.1.3. impact to the Authority and mitigation actions by the Contractor.

which shall be entirely without prejudice to the Authority's rights and obligations under the Contract. The risks identified by the Contractor in its internal risk register shall remain the risks of the Contractor and shall not be assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract.

38. Financial Records and Open Book Accounting

- 38.1. Subject to the Contractor's prior written consent (such consent not to be unreasonably withheld or delayed), the Authority Representatives may, upon reasonable prior notice, access and inspect (but not copy without the Contractor's express permission, such permission not to be unreasonably withheld or delayed) further financial information of the Contractor that is not set out within Schedule J (Reporting Requirements) to the extent that it relates to:

38.1.1. the Contractor's financial records relating to this Contract; and/or

38.1.2. for the purposes of validating the calculation of the Target Price elements of the Contract Price in accordance with Schedule C (Pricing and Payment),

and the Contractor shall provide all reasonable co-operation in providing the access, information and/or (when permitted in accordance with this Clause 38.2) copies required.

- 38.2. The Authority shall use its reasonable endeavours to minimise the extent and the frequency of any access and inspection carried out pursuant to this Clause 38 (Financial Records and Open Book Accounting) and shall act in such a manner as to minimise the impact of the exercise of any access and inspection rights on the Contractor's performance of its obligations under the Contract or its overall business operation.

39. Title and Risk

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40. Contractor Performance

- 40.1. Contractor performance shall be measured in accordance with Schedule G (Contract Performance).

41. Key Performance Indicators

- 41.1. The Parties shall comply with the provisions of Schedule G (Contract Performance).
- 41.2. Subject to Clause 41.3 below, the Authority's Representative may at any time and with prior notice undertake inspection and/or audit of the performance by the Contractor of any of the Services and/or the performance by the Contractor of any of the Contractor's other obligations under this Contract and/or where the same shall have been requested by the National Audit Office. The Contractor shall promptly provide co-operation in relation to any inspection and/or audit.
- 41.3. The Authority shall endeavour to minimise the extent and the frequency of any access and/or inspection carried out pursuant to this Clause 41 (Key Performance Indicators) and shall endeavour to minimise the impact of any access and inspection rights on the Contractor's performance of its obligations under the Contract or its overall business operation and in any event shall:
- 41.3.1. carry out any inspection and/or audit using its own employees and, subject to Clause 30 (Disclosure of Information), shall not disclose nor distribute any information obtained following it exercising its rights under this Clause 41 to any Third Party without the Contractor's prior written consent (such consent not to be unreasonably withheld and/or delayed); and
- 41.3.2. not exercise its rights of inspection and/or audit in aggregate more than twice in any Contract Year unless the Authority suspected discrepancies in the Contractor's record keeping or reporting.

42. Reports and Contract Review

- 42.1. The Parties shall give effect to the provisions of Schedule F (Governance).
- 42.2. The Parties agree there shall be ongoing dialogue and review of all aspects of Contract performance, and that formal Contract reviews shall be held regularly between Representatives of the Contractor and the Authority in accordance with Schedule F (Governance).
- 42.3. Additional reviews may be called to resolve major unforeseen task changes, alterations in pattern of work, and any other significant problem identified by either Party.

43. Mid-term Review

- 43.1. The Parties shall, during January 2021, schedule a review to be held at the Contractor's premises during June 2021 or as near to this date as possible ("Mid-term Contract Review"). The purpose of the Mid-Term Contract Review shall be to consider the success of the key aspects of the Contract during the initial Contract Period and determine whether any changes are appropriate to facilitate the continued success of the Contract. The key agenda items to be discussed are shown in Schedule F (Governance). This list is not exhaustive and additional items may be added to the agenda by mutual agreement.
- 43.2. As a result of the Mid-term Contract Review, any amendments required shall be subject to the Contract Change process set out in Schedule L (Contract Changes) and shall comply with the Single Source Contracting Regulations.

44. Price

- 44.1. The Parties shall give effect to the provisions of Schedule C (Pricing and Payment) in relation to the calculation of the Contract Price.

45. Payment

45.1. The Authority shall pay the Monthly Payments to the Contractor in accordance with Schedule C (Pricing and Payment).

45.2. Notwithstanding any statement to the contrary on the payment form, payment to the Contractor shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations under the Contract nor as a waiver of the Authority's rights and remedies under the Contract.

45.3. Tax gross-up:

45.3.1. The Authority shall make all payments without any Tax Deduction, unless Law requires a Tax Deduction to be made. If a Tax Deduction is required by Law to be made by the Authority:

- (A) the amount of the payment due from the Authority shall be increased to an amount which (after making the Tax Deduction) leaves an amount paid free and clear of Tax equal to the payment which would have been due if no Tax Deduction had been required;
- (B) the Authority shall make the minimum Tax Deduction allowed by Law, and shall make any payment required in connection with it within the time allowed; and
- (C) the Authority shall, if available, deliver to the Contractor an official receipt or other evidence satisfactory to the Contractor (acting reasonably) that the Tax Deduction has been made or, as applicable, any appropriate payment paid to the relevant taxing authority.

45.4. Mitigation:

45.4.1. To the extent that Clause 45.4.2 applies, the Contractor shall, in consultation with and at the request and expense of the Authority, take all reasonable steps to mitigate any circumstances which arise and which result or would result in any payment by the Authority to the Contractor relating to a Tax Deduction under this Contract. This does not in any way limit the Authority's obligations under this Contract.

45.4.2. The Contractor is not obliged to take any step under this Clause 45.4 if, in its reasonable opinion, to do so might be prejudicial to it in respect of its tax affairs.

45.4.3. Should the Contractor identify an issue that might be prejudicial to its tax affairs and might result in additional costs to the Authority, it should immediately inform the Authority in writing to its circumstances and may seek a change to the Contract in line with Schedule L (Contract Changes).

46. SSCR Reporting

46.1. SSCR reporting shall be conducted by the Contractor in accordance with Schedule J (Reporting Requirements).

47. Earned Value Management

47.1. The Parties shall undertake the obligations to deliver Earned Value Management in accordance with the provisions of Schedule J (Reporting Requirements).

48. Gainshare

- 48.1. The Parties agree to consider opportunities where a change might result in savings in the Contract Price, or improvements in performance delivery, including but not limited to, suggesting and developing modifications with a reliability benefit.
- 48.2. This Clause 48 (Gainshare) shall not affect the Contractor's rights and obligations to manage the provision of the Services.
- 48.3. Any Party shall, at any time during the Contract Period, be entitled to notify (in writing) the other Party of a Gainshare Proposal.
- 48.4. As soon as reasonably practicable following notification of the Gainshare Proposal referred to in Clause 48.3 (Gainshare), the Parties shall consider and discuss such Gainshare Proposal and if the Parties agree to pursue the Gainshare Proposal then they shall seek to agree the terms of such Gainshare Proposal including:
- 48.4.1. any Change that would be required to this Contract as a consequence of the implementation of such Gainshare Proposal; and
- 48.4.2. any adjustment to the Contract Price as a consequence of the implementation of such Gainshare Proposal; and
- 48.4.3. an equitable share of any cost savings arising as a consequence of the implementation of such Gainshare Proposal,
- provided that the savings identified and realised through any Gainshare Proposal shall be excluded from the calculation of sums the Contractor may be entitled to in accordance with Schedule C (Pricing and Payment).

49. Overpayments

- 49.1. Any overpayment made by the Authority to the Contractor (which is agreed by the Contractor or determined in accordance with Clause 60 (Dispute Resolution Procedure)), whether in respect of the Monthly Payment, any agreed CCPs, VAT and/or any Tax, shall be a sum of money recoverable by the Authority from the Contractor.

50. Disputed Amounts

- 50.1. The Authority may not retain, withhold, set-off (whether in law or equity) or deduct any amounts from the sums payable to the Contractor pursuant to this Contract unless prior to any such retention, withholding, set-off or deduction being applied:
- 50.1.1. the Authority has notified the Contractor at least ten (10) Business Days in advance of any amount it believes that the Contractor owes the Authority and/or any sum the Authority considers should be retained, withheld, set-off or deducted from any payments it should otherwise make pursuant to this Contract (an 'Authority Withholding'); and either:
- (A) both Parties have agreed in writing the amount of the Authority Withholding; or
- (B) the express provisions of Schedule C (Pricing and Payment) and Schedule G (Contract Performance) entitle the Authority to make an Authority Withholding from the Monthly Payment, to the extent that the Contractor has not disputed, prior to the due date for such Authority Withholding, the Authority's entitlement to such Authority Withholding; or
- (C) the amount of any Authority Withholding is finally determined as due to the Authority pursuant to the Dispute Resolution Procedure.
- 50.2. Within ten (10) Business Days of the first to occur of the above events as specified in Clauses 50.1.1(A), 50.1.1(B) and/or 50.1.1(C) above, where the Contractor has disputed the Authority's

entitlement to apply such Authority Withholding such that the Authority has not applied the Authority Withholding when actually due, the Contractor shall pay to the Authority (or, at the Authority's election, allow against future payments of the Monthly Payment due pursuant to Schedule C (Pricing and Payment) the amount of the Authority Withholding, together with interest at the Prescribed Rate, with such interest accruing on a daily basis and compounded quarterly from the date the Authority Withholding was actually due until all relevant monies have been paid in full.

- 50.3. The Authority shall pay any amounts not disputed in accordance with Clause 50.1.1(A) (Disputed Amounts), on or before the day on which they fall due.
- 50.4. The Authority shall not exercise its rights under this Clause 50.3 without first notifying the Contractor and allowing the Contractor opportunity to make representations.
- 50.5. If the Contractor responds that it does not agree with all or any of the statements made in any notice served by the Authority pursuant to Clause 50.1 (Disputed Amounts), the matter or matters in question shall be determined in accordance with the Dispute Resolution Procedure in Clause 60.

51. NOT IN USE

52. Termination

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53. Continuing Obligations

- 53.1. Save as otherwise expressly provided in the Contract:

- 53.1.1. termination of the Contract shall be without prejudice to any accrued rights or obligations under the Contract prior to termination; and

- 53.1.2. termination of the Contract shall not affect the continuing rights and obligations of the Contractor and the Authority under:

- (A) Clause 4 (Definitions), Clause 10 (Precedence), Clause 14 (Contractor Warranties and Representations), Clause 30 (Disclosure of Information), Clause 44 (Price), Clause 45 (Payment), Clause 50 (Disputed Amounts), Clause 53 (Continuing Obligations), Clause 56 (Force Majeure), Clause 57 (Termination due to Force Majeure), Clause 60 (Dispute Resolution), Clause 62 (Transfer Out and Exit Management), Clause 65 (Co-operation with Inquiries and Security Investigations), Clause 71 (Environmental Protection), Clause 73 (Compliance with the Montreal Protocol), Clause 77 (TUPE), Clause 84 (Indemnity) and Clause 85 (Limitation of Liability);
 - (B) DEFCONs 527 (Waiver), 529 (Law (English)) and 684 (Limitation Upon Claims In respect of Aviation Products);
 - (C) Schedule C (Pricing and Payment), Schedule E (Transfer of Undertakings Protection of Employment)), Schedule F (Governance), Schedule G (Contract Performance), Schedule I (Baseline Assumptions) and Schedule K (Quality Assurance and Safety Requirements);
 - (D) any other provision of the Contract which is expressed to survive termination or which is required to give effect to such termination or the consequences of such termination; and

- (E) any other provision of the Contract which is a continuing obligation or by implication is intended by the Parties to survive termination in order to give effect to its meaning.

54. Authority Default

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55. Break

- 55.1. The Authority shall, in addition to its power under any other of the provisions of this Contract, have the power to determine this Contract at any time by giving to the Contractor at least 120 Business Days written notice, and upon the expiration of such notice period (such date being the Break Termination Date) this Contract shall terminate, without prejudice to the rights of the Parties already accrued as at the date of termination, but subject to the operation of the following provisions of this Clause 55.
- 55.2. In the event of such notice being given, the Authority shall, at any time before the expiration of the notice, be entitled to exercise and shall, as soon as may be reasonably practicable within that period, exercise such of the following powers as it considers expedient:
 - 55.2.1. to direct the Contractor, where provision of any element of the Contractor Deliverables has not been commenced, to refrain from commencing provision;
 - 55.2.2. to direct the Contractor to complete the provision of any element of the Contractor Deliverables and/or to concentrate its efforts on the completion of any elements of the Contractor Deliverables where provision of the same (or any activities that are integral to such provision) has (or have) already commenced;
 - 55.2.3. to direct the Contractor to, as soon as reasonably practicable after the receipt of such notice, take such steps as shall ensure that the rate of the provision of the Contractor Deliverables (or the rate of performance of any activities that are integral to such provision) is reduced as rapidly as possible; and/or
 - 55.2.4. to direct the Contractor to determine on the most favourable terms as can reasonably be achieved any Sub-Contracts and orders for materials, Parts, components and/or services (including in respect of Engines, Modules, LRUs and/or Consumables) as have not been completed, observing in connection with this any direction given under Clauses 55.2.1 to 55.2.2 as far as may be possible.

Consequences of Termination for Authority Default or Break

- 55.3. Where Clause 54 applies or where the Authority has exercised its rights under Clauses 55.1 (and subject always to the Contractor's compliance with any direction given by the Authority pursuant to Clause 55.1):
 - 55.3.1. the Authority shall take over from the Contractor at a fair and reasonable price (to the extent the Contractor has not already been paid): all unused and undamaged materiel; and any Contractor Deliverables that consist of physical items and are in the course of manufacture, that are:
 - (A) in the possession of the Contractor or its Sub-Contractors at the Authority Default Termination Date or the Break Termination Date (as applicable); and
 - (B) properly provided by or supplied to the Contractor for the performance of this Contract,
- provided that the Contractor shall prepare and deliver to the Authority within an agreed period, or in default of agreement within such period as the Authority may reasonably specify, a list of:

- (i) all such unused and undamaged materiel; and
 - (ii) Contractor Deliverables that consist of physical items and are in the course of manufacture, that are liable to be taken over by or previously belonged to the Authority and deliver such materiel and Contractor Deliverables in accordance with the directions of the Authority (who shall pay to the Contractor fair and reasonable handling and delivery charges incurred by the Contractor in complying with such directions).
- 55.4. Subject to Clause 55.5, where Clause 54 (Authority Default) applies or where the Authority has exercised its rights under Clauses 55.1 (and subject always to the Contractor's compliance with any direction given by the Authority pursuant to Clause 55.1):
 - 55.4.1. in respect of the Contractor Deliverables provided in accordance with this Contract up to the Authority Default Termination Date or the Break Termination Date (as applicable), the Authority shall pay the Contractor the price payable pursuant to Schedule C (Pricing and Payment) relevant to the period of performance (payable in accordance with the express terms of this Contract);
 - 55.4.2. the Authority shall pay to the Contractor a sum equal to the following costs, liabilities or commitments:
 - (A) all commitments, liabilities and expenditure incurred or committed to be incurred by the Contractor and any Sub-Contractor arising from or in connection with the Contract (including: all advance provisioning of Articles and items (including the ordering of Spare Parts); the reconditioning of assets; the performance of work, incurring of expenditure or making of investments or unrecovered investment costs or unrecovered costs in anticipation of, or to mitigate, reasonably forecasted future contract requirements) reasonably and properly incurred or committed in the Contract Period to the extent to which the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract; and
 - (B) all costs of the Contractor and any Sub-Contractor incurred or committed to be incurred in connection with demobilisation arising from the termination of this Contract, including the cost of any relocation of equipment used in connection with the Contract and including all reasonable redundancy costs of the Contractor and any Sub-Contractor arising from the termination of this Contract to the extent to which the costs would otherwise represent an unavoidable loss by the Contractor by reason of the determination of the Contract.
- 55.5. Any sums payable by the Authority pursuant to Clause 55.4 shall include profit at the Contract Profit Rate agreed for this Contract, calculated in accordance with the Single Source Contract Regulations 2014.
- 55.6. No profit shall be paid in relation to costs payable by the Authority pursuant to Clause 55.4.2.
- 55.7. The Authority obligations to make any payment under the provisions of Clauses 55.3 and 55.4 shall, in any case, be subject to the following principles:
 - 55.7.1. the Authority shall not be liable to pay under any sum which, when taken together with any sums paid or due or becoming due to the Contractor under this Contract shall exceed the Contract Price;
 - 55.7.2. the Contractor taking reasonable steps to mitigate such costs, commitments, liabilities and/or expenditure;

55.7.3. verification by the relevant audit authority of the amounts that are due in accordance with the express provisions of this Clause; and

55.7.4. the Contractor submitting a fully itemised and costed list of such costs commitments, liabilities and/or expenditure, with supporting evidence, of such costs, commitments and/or liabilities incurred by the Contractor as a result of termination of this Contract pursuant to Clauses 54 or 55.

56. Force Majeure

56.1. On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

56.2. As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.

Effect of a Force Majeure Event

56.3. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

56.4. Subject to Clauses 56.5 and 56.6, the Authority shall not be entitled to bring a claim for a breach of obligations under the Contract by the Contractor and the Contractor shall not

56.4.1. incur any liability to the Authority for any Losses or damages incurred by the Authority;
or

56.4.2. be considered to have breached its obligations under the Contract,

to the extent that a Force Majeure Event occurs and the Contractor is prevented from or delayed in carrying out its obligations by that Force Majeure Event.

56.5. The Authority's right to make Deductions in accordance with Schedule G (Contract Performance) shall not be affected by, the following:

56.5.1. the occurrence of a Force Majeure Event, other than of a type referred to in Clause 56.6; or

56.5.2. a breach by the Authority of any of its obligations in relation to the provision of GFE where such breach results from any default, negligence and/or breach by the Contractor or any Contractor Related Party of any of its or their obligations under any Interdependent Contracts

notwithstanding that the Force Majeure Event (in the case of Clause 56.5.1) or the breach by the Authority (in the case of Clause 56.5.2) may cause or contribute to the Contractor's failure to perform to the levels required by one or more of the KPIs.

56.6. The type of Force Majeure Event referred to in Clause 56.5.1 is the Authority's breach of its obligations in relation to the provision of GFE. For the avoidance of doubt, where there is such a breach and it does not arise in circumstances referred to in Clause 56.5.2, the Authority shall not be entitled to make Deductions in accordance with Schedule G (Contract Performance) to the extent that the Contractor's failure to perform to the levels required by one or more of the KPIs is attributable to such a breach by the Authority.

Cessation of Force Majeure Event

- 56.7. The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with or is delayed from complying with, its obligations under the Contract. Following such notification, the Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

57. Termination due to Force Majeure

Termination Notice Prior to Termination for a Force Majeure Event

- 57.1. If no terms pursuant to Clause 56.1 (Force Majeure) are agreed on or before the date falling 80 (eighty) Business Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing and/or its consequence remains such that the Affected Party is unable to comply with a significant and material element of its obligations under the Contract for a period of more than 120 (one hundred and twenty) Business Days from the commencement of the Force Majeure Event, then, subject to the provisions of this Clause 57 (Termination Due to Force Majeure), the Authority may terminate the Contract by giving at least 20 (twenty) Business Days' written notice to the Contractor.

Termination Date for Force Majeure

- 57.2. Where the Authority has issued a notice to the Contractor under Clause 57.1 (Termination due to Force Majeure) stating that the Contract is to terminate, the Contract shall terminate 20 (twenty) Business Days, or such longer period as the Authority may specify, after the date on which the Contractor received such notice.

Financial Consequences of Termination Due to Force Majeure

- 57.3. Where Clause 57.2 (Termination due to Force Majeure) applies, the Contractor shall only be entitled to be paid (subject to any other provision of the Contract affecting the level of such payment) for any aspect of the Contractor Deliverables that it has, as at the Termination Date, delivered to the Authority in accordance with the Contract.

58. NOT IN USE

59. NOT IN USE

60. Dispute Resolution

- 60.1. The Parties shall attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- 60.2. Either Party may refer any dispute pursuant to the Contract by notice in writing to the other Party.
- 60.3. Both Parties agree in this respect that, in the first instance, any dispute should be addressed and resolved at the lowest working level possible.
- 60.4. If it is not possible to resolve the issue within one (1) calendar month then this shall be escalated to both managers, identified below, by notice in writing by one Party to the other ("Date of Escalation"):

For the Authority: EJ200 Operations Manager

For the Contractor: EJ200 Programme Manager (UK MOD)

- 60.5. Should it not be possible to resolve the issue as defined in Clause 60.4 within one (1) calendar month of the Date of Escalation then the senior representatives as defined below shall meet as soon as practicable but no later than one calendar month from the Date of Escalation and endeavour to resolve the dispute between them:

For the Authority: Typhoon Delivery Team Leader

For the Contractor: Programme Director EJ200 & RB199

- 60.6. Either Party may, by reasonable notice in writing to the other, nominate any other person or persons to be the senior representative of that Party in place of any person or persons currently acting as its senior representative.
- 60.7. In the event that the dispute or claim is not resolved by negotiation within two (2) calendar months, or where the Parties have agreed to use an alternative dispute resolution procedure, by the use of such procedure, the dispute shall be referred to arbitration.
- 60.8. The Party initiating the arbitration shall give a written Notice of Arbitration to the other Party. The Notice of Arbitration shall specifically state:
- 60.8.1. that the dispute is referred to arbitration; and
- 60.8.2. the particulars of the Contract out of or in relation to which the dispute arises.
- 60.9. Unless otherwise agreed in writing by the Parties, the arbitration and this Condition shall be governed by the provisions of the Arbitration Act 1996.
- 60.10. It is agreed between the Parties that for the purposes of the arbitration, the arbitrator shall have the power to make provisional awards as provided for in Section 39 of the Arbitration Act 1996.
- 60.11. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

61. Discrepancies, Errors and Omissions

- 61.1. If either Party identifies any discrepancy, error or omission in the provisions of the Contract it shall notify the other Party in writing of such discrepancy, error or omission as soon as reasonably practical.
- 61.2. The Parties shall seek to agree such amendments to resolve such discrepancy, error or omission as soon as reasonably practical.
- 61.3. Where the Parties fail to reach agreement within 10 (ten) Business Days of the notice under Clause 61.1 (Discrepancies, Errors and Omissions) and either Party considers that the discrepancy, error or omission to be material to its rights and obligations under the Contract, then the matter shall be referred to the dispute resolution procedure in accordance with Clause 60 (Dispute Resolution Procedure).

62. Transfer out and Exit Management

62.1. Transfer out:

62.1.1. At any time before the Expiry Date and/or during the period that any Termination Notice is subsisting, the Contractor shall co-operate with the transfer of responsibility for the provision of the Contractor Deliverables (or part of the Contractor Deliverables) from the Contractor to any person (a "Follow-On Contractor") or to the Authority as so directed by the Authority, and for the purposes of this Clause 62.1.1 (Transfer of Responsibility) the meaning of the term co-operate shall include:

- (A) liaising with the Authority and/or any Follow-On Contractor, concerning the provision of the Contractor Deliverables and their transfer to the Authority or such Follow-On Contractor;
- (B) allowing any such Follow-On Contractor access (at times agreed by both Parties) to the Engines and any related Authority-owned assets applicable to the performance of the Contract, but not so as to interfere with or impede the provision of the Contractor Deliverables;
- (C) providing to the Authority and/or any Follow-On Contractor any relevant information concerning the facilities under this Contract solely under the responsibility of the Contractor and the provision of the existing Contractor Deliverables which may be reasonably required for the efficient transfer of responsibility for the performance of the Follow-on Contractor's obligations under the Follow-on Contract.

62.2. Exit Management:

62.2.1. For a period of 6 (six) Calendar Months after the Expiry Date or, if earlier, the Termination Date the Contractor shall:

- (A) if requested to do so in writing by the Authority, provide assistance, guidance and information to the Authority or any Follow-On Contractor as may be required and at a price to be agreed; and
- (B) subject to the written consent of the Authority, be allowed access to the MOBs by the Authority in order to carry out winding-down activities, provided that in exercising such right of access, the Contractor shall not interfere with or impede the delivery of goods and/or services equivalent to the Contractor deliverables (and/or the provision of any other services and/or the carrying out of any other activities) by or on behalf of the Authority and/or any Follow-On Contractor.

62.2.2. Without prejudice to the provisions of Clause 62.1 (Transfer Out) and Clause 62.2 (Exit Management), the Contractor shall assist the Authority where practical to facilitate the smooth transfer of responsibility for the provision of the Contractor Deliverables (or any part of the Contractor Deliverables) to the Authority or Follow-On Contractor, as the case may be, and the Contractor shall take no action at any time during the Contract Period or thereafter which is calculated or intended to prejudice or frustrate or make more difficult any such transfer.

62.2.3. Without prejudice to DEFCON 611 (Issued Property) and Clause 32 (Provision of Government Furnished Assets) during the last 6 (six) Calendar Months before the Expiry Date or during the period that any Termination Notice is subsisting, the Contractor shall protect and preserve materiel, Articles and Issued Property in its possession, custody or control in which the Authority has an interest, provided that the Contractor shall be entitled to use such materiel, Articles and Issued Property in accordance with the provisions of the Contract where it is agreed that the provision of the Contractor Deliverables requires the use of that materiel and/or those Articles and/or Issued Property in part or in its entirety.

62.2.4. Except where may otherwise be agreed between the Parties, at the earlier of the Expiry Date or the Termination Date, the Contractor shall deliver to the Authority all S&TE, STTE and any Articles in which the Authority has title and which is specific to the delivery of this Contract. For the avoidance of doubt, this provision shall apply to all loan items issued under the Contract by the Authority as well as any items specifically procured and allocated to the Contract for the purposes of meeting the Contractor's obligations under the Contract. The Parties shall agree the actual S&TE and Spares to be delivered to the Authority no later than 30 (thirty) Business Days before the final day of flying under the Contract. To this end, and no later than 60 (sixty) Business Days before the final day of flying under the Contract, the Contractor shall submit to the Authority a list detailing the quantity of all S&TE and Spares expected to be delivered at the end of the Contract including location, serviceability and any other salient details.

62.2.5. Except where otherwise agreed in writing with the Authority, the Contractor shall return all Articles to the maintenance and/or storage facilities at the relevant MOB by no later than the Contract Expiry Date, Termination Date or a date agreed between both Parties.

62.3. Use of Software

62.3.1. In the event of Termination prior to the Expiry Date the Contractor shall, where requested by the Authority, enter into discussions with the Authority to agree:

- (A) Whether any software licences would be required by the Authority as a result of the Termination in order to continue to provide the Service.
- (B) Whether the Contractor is able, in its reasonable opinion, to grant a licence to the Authority for the relevant software applications taking into consideration applications which may be proprietary or commercially sensitive to the Contractor or a Third Party.
- (C) A reasonable charge for granting such licenses as may be appropriate taking into consideration the intellectual property residing in the software.

62.3.2. On or prior to the Expiry Date or, if earlier, the Termination Date, the Contractor shall deliver to the Authority all Relevant Data. For the purposes of this Clause 62.3, "Relevant Data" shall be defined as that data created pursuant to the Contract and maintained by the Contractor to meet its obligations under the Contract, contained in the Technical Publications and delivered to the Authority via the reports due under Schedule F (Governance).

62.3.3. Where, in respect of any Relevant Data, the Contractor has already delivered to the Authority the most recent, valid and complete version of that Relevant Data, it shall be deemed to have already complied with the obligation in Clause 62.3.2.

62.3.4. The Contractor shall provide the Relevant Data in a format to be agreed with the Authority.

62.3.5. The Parties shall agree which specific elements of the Relevant Data, as defined in this Clause 62, shall be delivered to the Authority no later than 30 (thirty) Business Days before the Expiry Date or, where the Contract is terminated prior to the Expiry Date, as soon as practicable following the issue of a Termination Notice. To this end, and no later than 60 (sixty) Business Days before the Expiry Date or, where the Contract is terminated prior to the Expiry Date, as soon as practicable following the issue of a Termination Notice, the Contractor shall submit to the Authority a formal proposal setting out:

- (A) a list of the Relevant Data with a description of its purpose and relevance to the delivery of the Contractor's obligations under the Contract and its relevance to any potential future Engine support Contract;

- (B) a suggested delivery schedule for all elements of the Relevant Data; and
- (C) a suggested format for each element of the Relevant Data shall be delivered to the Authority.

62.3.6. The Contractor shall meet all its obligations under this Clause 62 within the Contract Price and at no additional cost to the Authority other than where expressly stated to the contrary in this Clause 62.

63. Health and Safety in the Workplace

- 63.1. The Parties' Health and Safety Representatives shall be responsible for ensuring that the Contractor Personnel and the Authority are kept fully informed on health and safety matters related to the Contract. The Parties shall maintain a dialogue to ensure that the other is informed, in writing, of any matter which affects the health and safety of the employees or contractors of the other Party.
- 63.2. The Contractor shall take into account any special considerations arising from the relevant MOB Safety Plan when performing its operations.
- 63.3. The Contractor shall integrate into the relevant MOB's health and safety operations as required by the Authority and shall participate fully in such meetings, discussions and committees as the Authority may from time to time direct.
- 63.4. The Contractor shall draw to the attention of the Authority any procedures, practices or processes which it may wish to introduce and which may have a direct bearing on health and safety.

64. Incidents occurring on the MOBs

- 64.1. Any accidents or incidents involving a near-miss, injury or death ("Incidents") occurring during or in connection with the performance of the Contract at the MOBs shall be reported by the Contractor immediately to the Authority giving the following information:
 - (A) name of injured party;
 - (B) date, time and place of the Incident;
 - (C) injuries, if any, and degree of severity;
 - (D) places to which any injured personnel have been taken;
 - (E) brief description of events leading to the Incident; and
 - (F) such other information as the Authority may reasonably request.
- 64.2. As soon as is practicable thereafter, the Contractor shall submit to the Authority a comprehensive written report of the Incident.

65. Co-operation with Inquiries and Security Investigations

65.1. Inquiries

- 65.1.1. In the event that an Incident witnessed by or involving Contractor personnel occurs and an Inquiry is convened to investigate such Incident, the Contractor shall make available to the Officer in Charge of that Inquiry all relevant information and facilities including access to the Employees for the purpose of immediate and detailed investigations. If so requested by the Officer in Charge of the Inquiry, the Contractor shall undertake its own investigation and shall submit written reports to that Officer.

65.1.2. In connection with any such Inquiry, the Contractor shall take all reasonable steps to seek to ensure that any Employee, whose evidence may assist the Inquiry in reaching its findings, attends and gives evidence to the Inquiry.

65.2. Security Investigations

65.2.1. The Contractor shall, and shall procure that each Sub-Contractor shall, notify the Authority immediately it becomes aware that an Employee has breached DEFCON 659A (Security Measures) and/or Clause 69 (Employee Security).

65.2.2. The Contractor shall, and shall procure that its Sub-Contractors shall, give reasonable assistance to the Authority's Representative and/or any other representative or adviser of the Authority for the purposes of carrying out any security investigation that the Authority undertakes.

66. Contractor Insurances

66.1. The Contractor shall, throughout the Contract Period, take out and maintain or procure the taking out and maintenance of such insurances as are reasonably necessary to discharge the Contractor's responsibilities and/or to satisfy any valid claims against the Contractor under the Contract.

66.2. Notification of Claims against the Contractor

66.2.1. The Contractor shall give the Authority notification within twenty (20) Business Days after any claim against the Contractor:

- (A) relating to any matter which, if adversely determined, might adversely affect the reputation of the Authority; and/or
- (B) relating to any matter having a high degree of public interest; and/or
- (C) that includes or could involve, a Secret Matter, on any of the insurance policies referred to in Clause 66.1 (Contractor Insurances) accompanied by full details of the incident giving rise to the claim.

66.3. General Provisions relating to Insurances

66.3.1. Neither failure to comply nor full compliance with the insurance provisions of the Contract shall limit or relieve the Contractor of its liabilities and obligations under the Contract.

67. Additional Services

67.1. The Authority shall procure CCPs in accordance with the terms of Schedule L (Contract Changes)

67.2. All quotations under this Contract shall be sent to the relevant Authority's Representative in accordance with Schedule L (Contract Changes).

68. NOT USED

69. Employee Security

69.1. The Contractor shall ensure that the Employees who require access to a MOB for the purposes of the Contract shall make themselves familiar with, and at all times shall conduct themselves in accordance with, MOB rules and regulations as issued from time to time by the Authority by means of the Aero-Engineering Routine Orders (AEROs) issued on the MOB intranet. The

Contractor and the relevant Employees shall confirm their reading of these orders by signing the MoD Form 4820.

- 69.2. The Authority reserves the right to refuse access to, or remove anyone from a MOB who fails to comply with the MOB rules and regulations and this shall not entitle the Contractor to any relief from its obligations under the Contract.

70. Admission to Authority Sites

- 70.1. Without prejudice to the rights of the Authority under Clauses 7 and 8 of DEFCON 76 (Contractor's Personnel at Government Establishment) and Clause 69.2 (Employee Security), the Authority may refuse any person admission to an Authority Site or require the removal of any person from an Authority Site for any reason and the Authority's decision on this shall be final and conclusive.
- 70.2. Subject to Clause 69.2 (Employee Security), if any Employee is refused admission to an Authority Site under DEFCON 76 (Contractor's Personnel at Government Establishment) or Clause 70.1 then the Authority shall give the Contractor such relief from its obligations in respect of those Contractor Deliverables in which such Employee would have been engaged for a reasonable period to allow the Contractor or any Sub-Contractor to make alternative arrangements to replace such Employee.

71. Environmental Protection

- 71.1. The Contractor shall ensure that at all times during the Contract the Contractor, the Contractor Personnel and any Contractor Related Parties present on the MOBs and performing any part of the activities under the Contract (a "Contractor Responsible Party") shall:
- 71.1.1. comply with Environmental Law in relation to its use of the MOBs in connection with the performing of activities under the Contract;
 - 71.1.2. comply with Authority Regulations in relation to its use of the MOBs in connection with the performing of activities under the Contract;
 - 71.1.3. comply with the duty of care in respect of waste pursuant to Section 34 of the Environmental Protection Act 1990 as may be amended or substituted during the Contract Period in relation to its use of the MOBs in connection with the performing of activities under the Contract;
 - 71.1.4. comply with the principles of ISO14001 or its equivalent;
 - 71.1.5. the Contractor shall inform the Authority at the earliest reasonable opportunity, but in any event no later than 5 (five) Business Days, after it becomes aware of any breach by any National Sub-Contractor of any of the requirements set out or referred to in Clause 29.4, and if requested to do so by the Authority, shall provide resolution to the breach, or if resolution is not achieved terminate the relevant National Sub-Contract
 - 71.1.6. when using the MOBs, report promptly to the Authority with details of:
 - (A) any acts, events or circumstances which involve the deposit or spill of, mixing or inadvertent use of Hazardous Materials in quantities or circumstances which may at any time require remediation in order to prevent or minimise the harmful effects of the materials on the environment, human health and property; and
 - (B) any indication or detection of Pre-Existing Contamination of which the Contractor becomes aware (including the location of such Pre-Existing Contamination) which may be significant enough to lead to a breach of Environmental Law,

subject, in relation to Hazardous Materials brought on to or otherwise stored on or used at the MOBs by any contractor or supplier (or their employees or agents) providing goods or services to the Authority or any other person the Authority authorises to be present on the MOBs, other than a Contractor Responsible Party (an 'Authority Responsible Party').

71.1.7. ensure that no conduct of a Contractor Responsible Party of which the Contractor is aware or ought reasonably to be aware:

- (A) puts the Authority in breach of Environmental Law; or
- (B) is capable within 1 (one) Year from the end of the Contract Period of putting the Authority in breach of Environmental Law (as such Environmental Law stands immediately prior to the end of the Contract Period and disregarding any changes to Environmental Law which may take place after the end of the Contract Period).

71.2. When using the MOBs, the Contractor shall ensure, acting in accordance with good industry practice, that at all times the effects (including on the environment, human health and property) of:

71.2.1. any Contamination or Pre-Existing Contamination of which the Contractor is aware; and

71.2.2. any Environmental Losses attributable thereto, are minimised; provided that the Contractor shall not have a continuing obligation to minimise the effects of that Pre-Existing Contamination or that occurrence of Contamination after the date on which such Remediation is commenced.

71.3. When requested to do so by the Authority, the Contractor shall provide the evidence that it is required to maintain in order to demonstrate compliance with the Environmental Protection Act 1990.

72. Maintenance Approved Organisation Scheme (MAOS)

72.1. The Contractor shall, without prejudice to the provisions of Clause 86 (Legislative Risk), co-operate with the Authority in providing details and a description of its Quality Management System and to take reasonable endeavours to support the Authority in satisfying itself that that such system and the systems of EUROJET and the EUROJET Partners are in accordance with its requirements.

73. Compliance with the Montreal Protocol

73.1. The Contractor shall be responsible for ensuring that all operations carried out by the Contractor and its Sub-Contractors pursuant to the Contract shall at all times comply with the Authority's policy on the supply of information about substances referred to in the Montreal Protocol as set out in Regulation (EC) No 2037/2000 of the European Parliament and of the Council of 29 June 2000 on substances that deplete the ozone layer. A full version of the regulations including the comprehensive list of controlled substances can be found at:

<https://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CONSLEG:2000R2037:20000930:EN:PDF>

74. Authority Data

74.1. For the purposes of this Clause 74 (Authority Data), "Authority Data" means:

74.1.1. the data, text, drawings, diagrams or images (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media; and:

- (A) which are supplied to the Contractor by or on behalf of the Authority; or

- (B) which the Contractor is required to generate, process, store or transmit and which are material to the performance of this Contract;

provided that, the term Authority Data does not imply any ownership rights in any Authority Data pursuant to this Clause 74 (Authority Data). For the purposes of this clause, Authority Data specifically excludes personal data.

- 74.2. The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- 74.3. The Contractor shall not store, copy, disclose or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority (provided that this Clause 74.3 (Authority Data) shall not apply to Clause 74.1.1(B) of the definition of Authority Data).
- 74.4. To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority as requested by the Authority (provided that this Clause 74.4 (Authority Data) shall not apply to Clause 74.1.1(B) of the definition of Authority Data).
- 74.5. Subject to Clause 74.10 (Authority Data), the Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data provided that this Clause 74.5 (Authority Data) shall not apply to Clause 74.1.1(B) of the definition of Authority Data) unless such Authority Data is within the custody and control of the Contractor.
- 74.6. The Contractor shall perform secure back ups of all electronic Authority Data held on the Contractor's IT systems and shall ensure that up to date back-ups are stored in accordance with the Business Continuity Plans and the Contractor shall procure (as reasonably required by the Authority) that the Sub-Contractors perform secure back-ups of all electronic Authority Data held on the Sub-Contractors' IT systems. The Contractor shall ensure that such back-ups are made available to the Authority upon reasonable request.
- 74.7. The Contractor shall ensure that any electronic system on which the Contractor holds any Authority Data, including back up data, is a secure system that complies with the security policy.
- 74.8. If Authority Data is corrupted, lost or sufficiently degraded as a result of negligence or act or failure to act by the Contractor so as to be unusable, the Authority may, where it does not already have a copy:
- 74.8.1. require the Contractor (at the Contractor's expense) to restore or procure the restoration of Authority Data and the Contractor shall do so as soon as practicable; and/or
- 74.8.2. itself restore or procure the restoration of Authority Data, and shall be repaid by the Contractor any reasonable expenses incurred directly in doing so.
- 74.9. If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.
- 74.10. Where the Contractor stores Authority Data on the Authority's IT systems, the Authority shall be responsible for preserving the integrity of Authority Data and preventing the loss or corruption of such data when in the Authority's possession or control. The Authority shall ensure that up to date back-ups are stored in accordance with the Business Continuity Plans and such back-ups are made available to the Contractor upon reasonable request.
- 74.11. The Authority agrees that its sole and exclusive remedy in respect of the Contractor's breach of any of the provisions of Clause 74 of this Contract shall be that detailed in Clause 74.8, and

any amounts claimed by the Authority under Clause 74.8 shall be supported by evidence of those costs that were incurred directly as a result of the breach.

75. Public Relations

- 75.1. The responsibility for communicating with representatives of the popular and technical press, radio, television and other communication media on all matters concerning the Contract and the MOBs as a whole shall be borne solely by the Authority.
- 75.2. The Contractor and the Contractor Personnel shall not communicate on these matters with any communication media representative or other Third Party unless the Contractor:
- 75.2.1. is specifically granted permission to do so, in writing, by the Authority (such permission not to be unreasonably withheld or delayed); or
- 75.2.2. is required by Law to communicate such information.

76. National Audit Office Access

- 76.1. For the purpose of the examination and certification of the Authority's accounts, or any examination pursuant to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which the Authority has used its resources, the comptroller and auditor general may examine such documents as it may reasonably require which are owned, held or otherwise within the control of the Contractor and may require the Contractor to produce such oral or written explanations as it considers necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof in relation to the Contractor is not a function exercisable under the Contract.

77. TUPE

- 77.1. As at the Contract Signature Date, the Parties are yet to conclude discussions in respect of TUPE obligations for this Contract. Accordingly, the Parties agree to negotiate the terms of Schedule E in good faith for a period of up to 6 months following the Contract Signature Date with the intent of agreeing a mutually acceptable TUPE provision for incorporation therein. In the event that, following such negotiations, the Parties fail to reach agreement this matter will be escalated in accordance with the disputes resolution procedure (Clause 60). In any event, the Parties shall agree the TUPE provisions in sufficient time to allow the Authority to request any information it needs prior to expiry or termination of the Contract. For the avoidance of doubt, the provisions detailed within Schedule E as at the Contract Signature Date represent a draft, proposed position subject to further discussion and amendment as appropriate. The provisions set out in Schedule E shall not be deemed effective until agreed through formal contract amendment in accordance with this Clause 77.

78. Items Considered Beyond Repair

- 78.1. The Contractor shall, in carrying out its obligations under this Contract, determine whether an Article should be referred to the MRB for the MRB to determine whether such Article is Beyond Repair and shall (as soon as reasonably practicable after such determination notify the Authority in writing of any Article that it considers should be so referred to the MRB, such written notification to provide details of the Article and why it is considered appropriate to be referred to the MRB by the Contractor.
- 78.2. The Parties shall, as soon as reasonably practicable following the Contractor's notice referred to in Clause 78.1 (Items Considered Beyond Repair), procure that the MRB shall consider the Article the subject of the notice and determine whether such Article is Beyond Repair.

- 78.3. Where the MRB determines that the relevant Article is Beyond Repair, then the relevant provisions of Schedule A (Deliverables and Obligations of the Contractor) or Schedule B (Obligations of the Authority) (as the case may be) shall apply.
- 78.4. If the MRB determines that the relevant Article is not Beyond Repair, then the Contractor shall repair and/or recondition such Repairable Article to the standards required by, and in accordance with, the provisions of this Contract, provided that where either Party does not accept the determination of the MRB, then such Party may refer the matter for determination in accordance with Clause 60 (Dispute Resolution) as qualified in Part A of the Contract.

79. Disposal of Inventory Holdings

- 79.1. When a Component is superseded or replaced the Contractor shall, in order to ensure that redundant components are disposed of in a timely manner, make a disposal recommendation to the Authority upon introduction of the new Component once the embodiment programme has been agreed with the Authority.
- 79.2. Where:
- 79.2.1. as a result of an inventory optimisation exercise; or
- 79.2.2. where superseded, replaced or beyond repair
- the Contractor makes recommendations for the disposal of any items of the inventory as per Schedule M (Disposal) (a "Disposal Recommendation"), the provisions of Clauses 79.3 to 79.4 (Disposals of Inventory Holdings) shall apply.
- 79.3. The decision to act on a Disposal Recommendation shall rest solely with the Authority and the Contractor shall not dispose of any item of inventory without the prior written approval of the Authority.
- 79.4. For the avoidance of doubt, the Contractor shall not be released from any of its obligations under the Contract if the Authority acts upon any Disposal Recommendation and the Contractor subsequently fails to meet any of its obligations under the Contract as a result of the non-availability of disposed Components.

80. Use of Articles by Third Parties in connection with Aircraft Owned by Third Parties

- 80.1. In the event that the Authority disposes, sells, transfers or loans any Articles to any Third Party during the Contract Period whether for use in Aircraft loaned or not owned by the Authority or otherwise then:
- 80.1.1. where any such Article is an Engine, such Article shall be deemed to have been irrevocably removed from the then current Engine Fleet and may not be re-introduced to the Engine Fleet without the Contractor's prior written consent;
- such Article shall cease to be the responsibility of the Contractor and the Contractor shall no longer be required to support such Article pursuant to or under this Contract, without the Contractor's prior written consent (as contemplated in Clause 80.2);
- 80.2. Where the Authority intends to make available Engines for use, possession, or any other purpose to any Third Party, including any foreign government operator, the Contractor may, but shall be under no obligation to do so, discuss the terms and conditions and arrangements including non-UK government pricing arrangements pertaining to possible support by the Contractor of such Engines where used by such Third Party.

81. Defect Investigation

- 81.1. Defect investigations shall be undertaken as part of the EJ PC11 international framework contract.

82. Disruption

- 82.1. The Contractor shall as soon as reasonably practicable inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others', which in the Contractor's reasonable opinion affects or might affect its ability at any time to perform its obligations under this Contract.

- 82.2. The Contractor shall have robust contingency plans in place, in accordance with the Business Continuity Plans to ensure that the provision of the Services is maintained in the event of any disruption (including disruption to information technology systems) to the operations of the Contractor and/or any Sub-Contractor. Such contingency plans shall:

82.2.1. be available for the Authority to inspect annually at reasonable notice; and

82.2.2. be updated and revised as necessary by the Contractor throughout the Contract Period.

83. Warranties

- 83.1. The Contractor grants and the Authority accepts the Warranties.

- 83.2. The Warranties granted to the Authority under Clause 83.1 are personal to the Authority and the obligations of the Contractor under the Warranties shall only apply insofar as the Authority has ownership and procures operation of the corresponding Articles and GFE.

84. Indemnity

CLAUSE REDACTED IN FULL

85. Limitation of Liability

CLAUSE REDACTED IN FULL

86. Legislative Risk

CLAUSE REDACTED IN FULL

SCHEDULE A

DELIVERABLES AND OBLIGATIONS OF THE CONTRACTOR

1. Introduction

- 1.1. This Schedule defines the Services to be delivered by the Contractor and the associated obligations of the Contractor, covering:

1.1.1. Engine and Module Maintenance Repair and Overhaul (MRO) – PART 1

1.1.2. Typhoon Propulsion Support Facility (TPSF) manpower – PART 2

1.1.3. TPSF Accessory and Spares deliveries – PART 3

1.1.4. Aircraft Ground Equipment (AGE) support – PART 4

1.1.5. Technical support – PART 5

1.1.6. Other Services – PART 6

PART 1

2. Maintenance Repair and Overhaul (MRO)

CLAUSE REDACTED IN FULL

PART 2

3. Typhoon Propulsion Support Facility (TPSF) Support – TPSF Manpower

CLAUSE REDACTED IN FULL

PART 3

4. TPSF Spares and Accessories

CLAUSE REDACTED IN FULL

PART 4

5. Aircraft Ground Equipment (AGE)

CLAUSE REDACTED IN FULL

PART 5

6. Technical Support

CLAUSE REDACTED IN FULL

PART 6

7. Other Services

7.1. CLAUSE REDACTED

7.2. Conduct

- 7.2.1. The Contractor shall conduct all activities defined in this Schedule in accordance with the provisions of Schedule K (Quality Assurance and Safety Requirements) and Schedule G (Contract Performance) and report on these activities as defined in Schedule F (Governance) and Schedule J (Reporting Requirements).
- 7.2.2. Each Party agrees to co-operate with the other Party in the fulfilment of the purposes and intent of this Contract. Neither Party shall be under any obligation to perform any of the other's obligations under this Contract.

PSSN(UK) Reports

ANNEX REDACTED IN FULL

Embedded Contractor – Scope of role

ANNEX REDACTED IN FULL

SCHEDULE B
OBLIGATIONS OF THE AUTHORITY

1 Purpose

- 1.1 This Schedule defines the GFX obligations of the Authority, covering:
- (a) TPSF Management;
 - (b) Facilities;
 - (c) Data and Information Technology/Systems (IT/IS);
 - (d) Services;
 - (e) Fuel;
 - (f) AGE Provision.
- 1.2 Unless otherwise stated within the tables below, all GFX shall be provided by the Authority for the duration of the contract period, during Contractor working hours.
- 1.3 Within each category, the GFX featured in the tables 1-4 below is defined with specific details including bounding (in volume, response time and/or timings).
- 1.4 The GFX defined in this Schedule is to be provided by the Authority free of charge in order for the Contractor to comply with its obligations under the terms of this Contract.
- 1.5 In the event that the Authority fails to perform, discharge and/or observe its obligations as set out in this Schedule B (Obligations of the Authority), the provisions of Clause 35 shall apply.
- 1.6 In the event that the training Engine EN1135, as at Clause 10 of Schedule I (Baseline Assumptions), is required by the Contractor to complete a training course, the Parties will agree a suitable date and location by which it will be made available.

PART 1

2 TPSF Management

- 2.1 The Authority shall provide a TPSF Service Delivery Manager (“TPSF SDM”) at each MOB location, who will act as the point of contact for the day-to-day operational management of the TPSF service, and set priorities for Contractor personnel provided to fulfil this service. Accountability for the overall output of the TPSF remains with the Authority TPSF SDM.
- 2.2 Detailed arrangements for the operation of the TPSF service will be described in AP101B-5400-2(R)1, Part 1, Leaflet 332, General Orders and Special Instructions, Typhoon Aircraft, Propulsion - EJ200 Propulsion Support Facility, Responsibility and Minimum Dispatch Standard for EJ200 MK101 Engines, at issue number 002, dated 09/11/17. Arrangements for the maintenance and update of this document are described in Schedule F (Governance). The Authority will place the TPSFs under the Quality Managements Systems (QMSs) of the respective MOBs, in order to meet the requirement to operate a QMS which, (as a minimum), meets the basic requirements and principles of the ISO 9001, as required by RA 4700.

PART 2

3 GOVERNMENT FURNISHED FACILITIES (GFF)

- 3.1 The Authority shall provide the GFF as specified in Table 1 of this Schedule B (Obligations of the Authority):
- 3.2 The Authority shall allow the Contractor to undertake appropriate security checks on items F1 to F3 inclusive within Table 1 of this Schedule B (Obligations of the Authority).
- 3.3 Ownership, maintenance, repair and upgrade of all Authority buildings and surrounding property shall remain the responsibility of the Authority. This includes responsibility for providing safe access and egress routes for all work areas and roadways within the MOB boundaries.

PART 3

4 GOVERNMENT FURNISHED DATA AND INFORMATION TECHNOLOGY AND SYSTEMS.

- 4.1 The Authority shall provide the GFX as detailed in Tables 3 and 4 of this Schedule B (Obligations of the Authority).
- 4.2 The Authority shall provide to the Contractor training on the IT/IS as detailed in Table 2 of this Schedule B (Obligations of the Authority).

PART 4

5 GOVERNMENT FURNISHED SERVICES (GFS)

- 5.1 The Authority shall provide for the Contract Period the services as specified in Table 2 of this Schedule B (Obligations of the Authority).

6 ASSISTANCE

- 6.1 The Authority undertakes that for on-base maintenance it shall:
 - (a) incorporate within the Aircraft Document Set (ADS) the latest authorised issues of the Engine Maintenance Manuals and Engine Operating Limitations;
 - (b) authorise the incorporation of additional maintenance practices and repair schemes into the ADS as may optimise support provided this does not adversely affect Engine performance or in any way conflict with the application of the international contracts placed with EUROJET in this regard;
 - (c) act reasonably and in good faith in co-operating with the Contractor including (without limitation):
 - (i) as far as it is able, not unreasonably withhold or delay the approval process of modifications, repair instructions, design instructions and concessions in accordance with the terms of

the relevant international contracts placed with EUROJET;
and

- (ii) as far as it is able use its reasonable endeavours to support the approval process of modifications, repair instructions, design instructions and concessions, etc in an expeditious manner.

Table 1 – GFX Facilities

Ref.	Requirement	Exceptions	Legislative or standards Reference	Standard Required
Buildings				
F1	The Authority shall provide access to TPSF Buildings at RAFs Coningsby and Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing facilities in place at the Contract commencement date are sufficient.
F2	The Authority shall provide a suitable area for the storage of Contractor owned spares and accessories including the provision of storage for quarantined items at the TPSFs at RAFs Coningsby and Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing storage facilities in place at the Contract commencement date are sufficient.
F3	The Authority shall provide a suitable area for the storage and maintenance of AGE under contractor's SAP control at the TPSFs at RAFs Coningsby and Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	This requirement is to be mutually agreed between the Parties. Stand up of the facility shall be addressed in a transition plan.
Utilities				
F4	The Authority shall provide safe electrical power supply, emergency repairs, and statutory inspections to meet Safety, Healthy, Environment and Fire (SHEF) legislation for all Authority provided facilities.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing facilities in place at the Contract commencement date are sufficient
F5	The Authority shall provide, free of charge, and solely for the purposes of the Contract the following utilities at the Facilities set out in F1 of this Table: (a) Heating, ventilation, lighting and drinking water; and (b) Provision for the disposal of foul water	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing facilities in place at the Contract commencement date are sufficient
F6	The Authority shall provide sufficient car parking for the Contractor personnel which meet SHEF standards and safe and appropriately lit access routes and pavements to all Service related facilities at RAF Coningsby and RAF Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing facilities in place at the Contract commencement date are sufficient

Ref.	Requirement	Exceptions	Legislative or standards Reference	Standard Required
F7	The Authority shall ensure that all facilities and working environments provided under GFX comply with UK Health and Safety legislation within an overall SHEF framework at RAF Coningsby and RAF Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	n/a
Equipment				
F8	The Authority shall provide the racking that is currently in the TPSF at RAFs Coningsby and Lossiemouth.	24hrs daily	Health & Safety at Work Act	The Contractor agrees that the racking in place at the Contract commencement date is sufficient
F9	The Authority shall provide an equipped office in the TPSF at both RAF Coningsby and RAF Lossiemouth.	During mutually agreed maintenance periods and MOB shut-down.	Health & Safety at Work Act	The Contractor agrees that the existing office facilities in place at the Contract commencement date are sufficient

Table 2 – GFX Services

Ref.	Requirement	Exceptions	Limitation
S1	The Authority shall provide assistance to the Contractor when on-Aircraft Engine and/or LRI fault diagnosis is required.	During MOB shut-down.	As per Schedule A (Deliverables and Obligations of the Contractor).
Authority Provision			
S2	The provision of AVTUR F-34 fuel for the Contractor Bristol engine testing.	n/a	To be delivered as per table 5, or as mutually agreed. Fuel demands from Contractor Fuel / Transport lead to be supplied via email to the Authority EJ200 Inventory Manager on the first Tuesday of every month, from 01 January 2020. Deliveries of a full Tanker (37,500 litres) to be agreed between the Contractor / Authority IM and Defence Fuels FCMO.
Fire, First Aid and Security			

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Ref.	Requirement	Exceptions	Limitation
S3	The Authority will provide general physical site security, security control and awareness and access control at RAF Coningsby & RAF Lossiemouth.	24 hrs daily	N/A
S4	The Authority shall provide the same level of emergency medical triage care to all Contractor personnel as is provided to Authority personnel pending the arrival of NHS Emergency Services at RAF Coningsby & RAF Lossiemouth.	During MOB shut-down.	In accordance with MOB published operating hours and QR1504(4).
S5	The Authority shall provide workplace emergency first aid kits in the TPSFs to meet current SHEF regulations and be responsible for upkeep and replenishment of the kits and regular inspections	During MOB shut-down.	In accordance with HSE Statutory regulations.
S6	The Authority shall provide and replenish stocks of hand wash and barrier creams at the TPSFs to meet SHEF and Control Of Substances Hazardous to Health Regulations (COSHH) Environmental regulations.	During MOB shut-down.	In accordance with HSE Statutory regulations.
S7	The Authority shall return AGE to the contractor within 48 hours at RAF Coningsby and RAF Lossiemouth, 40 days worldwide (excl. BFSAl) and 70 days for BFSAl upon notification by the Contractor that equipment requires maintenance/calibration.	During MOB shut-down.	N/A
Vehicles			
S8	There is a dependency that all Contractor's Personnel that are required to use Motor Transport (MT) vehicles are allowed to do so, in direct support of the contracted work.	During MOB shut-down.	All duly authorised Contractor personnel subject to a reasonable notice period and the availability of MT.
S9	The Authority Shall provide the following vehicles at RAF Coningsby: 1x Counterbalanced Fork Lift Vehicle 2250kg (Loading/Unloading ECUs and spare items) as required 2x Pallet Trucks 2500 kg	During MOB shut-down.	Except when the vehicles are required for maintenance, when a replacement will be provided unless otherwise agreed between the Parties.

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Ref.	Requirement	Exceptions	Limitation
S10	The Authority shall provide the following vehicles at RAF Lossiemouth: 1xCounterbalanced Fork Lift Vehicle 2250kg (Loading/Unloading ECUs and spare items) as required 2x Pallet Trucks 2500 kg	During MOB shut-down.	Except when the vehicles are required for maintenance, when a replacement will be provided unless otherwise agreed between the Parties
Forward			
S11	The Authority shall for Engine related tasks ensure all Aircraft Forward Maintenance and Aircraft Depth Maintenance are both undertaken in compliance with the current version of the Aircraft Document Set.	24 hrs or as applicable	N/A
S12	The Authority shall undertake the co-ordination and control of Aircraft Electronic Logbook (e700) and any associated on-aircraft maintenance documentation for this Contract.	24hrs, or as applicable	N/A
S13	The Authority shall carry out all on-Aircraft Engine support, including without limitation, flight servicing, fault rectification by LRI, spare part or Engine replacement, on-Aircraft scheduled maintenance, the performance of service instructions, the embodiment of Modifications which do not require Engine removal and routine Engine Health Management.	24hrs, or as applicable	N/A
S14	The Authority shall undertake the co-ordination and control of Engine Maintenance Manuals at Forward including the incorporation of Engine and/or LRI related amendments.	24hrs, or as applicable	N/A
S15	The Authority shall undertake the fitting of a Bulk Storage Device to the Aircraft for assistance with technical investigations when required by the Contractor (within a mutually agreed time period).	During mutually agreed maintenance periods and MOB shut-down.	N/A
Training			
S17	The Authority shall provide any base-specific training for Contractor staff required to drive on the MOB's in order to meet the requirements of this Contract.	During MOB shut-down	N/A

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Ref.	Requirement	Exceptions	Limitation
S18	The Authority shall provide training of Contractor personnel in on-site familiarisation and station operating procedures and local orders.	During MOB shut-down.	N/A
S19	The Authority shall provide training of Contractor personnel in on-Aircraft safety procedures.	During MOB shut-down.	N/A
S20	The Authority shall provide ESS and other Authority business system training mutually agreed between the Parties.	During MOB shut-down.	N/A
S21	The Authority shall provide training of Contractor personnel in the operation of Authority provided AGE or tooling.	During MOB shut-down.	N/A
S22	The Authority shall provide training in the use of Authority provided vehicles.	During MOB shut-down.	N/A
S23	The Authority shall provide training in the use of Joint Asset Management and Engineering Solutions (JAMES).	During MOB shut-down.	N/A
S24	The Authority shall provide training of Contractor personnel to meet QR640 requirements.	During MOB shut-down.	N/A
S25	The Authority shall provide training of Contractor personnel to meet Authority logistics personnel competence standards.	During MOB shut-down.	N/A
S26	To enable technical/corporate training of the Contractor's FSRs, the Authority shall allow one working day per quarter to be designated as a collective training day; the timing of which is to be agreed between the Contractor's Operations Manager and the TPSF SDM at each location and wherever possible shall be aligned with MOB training days or shut-down. The Contractor shall provide emergency on-call FSR support during these periods.	N/A	N/A
Personal Protective Equipment (PPE)			
S27	The Authority shall provide all special to type PPE as specified in TPSF Engineering Orders/Risk Assessments for Contractor provided personnel.	As required.	N/A
Unservicable Articles			

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Ref.	Requirement	Exceptions	Limitation
S28	The Authority shall store, and supply all Unserviceable Engines and/or Unserviceable Spares and Accessories, in Serviceable Special to Type Containers, where applicable, subject to availability, for Contractor collection from the TPSFs.	24 hrs or as applicable	N/A
S29	The Authority shall ensure that any Unserviceable Articles handed-over at the TPSFs are complete, appropriately packaged and inhibited in accordance with the Aircraft Document Set (unless otherwise agreed with the Contractor) and accompanied by the Unserviceable Article Data Pack.	24 hrs or as applicable	N/A
S30	The Authority shall provide unserviceable engines, modules and accessories to agreed schedules.	N/A	N/A
Miscellaneous			
S31	The Authority will provide access to its points of contact at each TPSF, to provide direction and guidance on the day-to-day tasks to be carried out within contractor personnel contracted duties, and to assist in the resolution of any issues	During MOB Shut-down	N/A
S32	The Authority shall maintain appropriate build standard and modification standard of all installed Engines and uninstalled Engines on its side of the support chain utilising the ESS.	24 hrs or as applicable	N/A
S33	The Authority shall ensure that an effective Engine life management plan (in accordance with the latest issue of the EJ200 Life Management Plan, EJ-Z411) with associated Group A Part life sampling activities is funded through NETMA under the appropriate phases of EJ ILS PC11 to enable the release of full service life for all Group A Parts.	N/A	N/A

Table 3 – IS IT

Ref.	Requirement	Bounding by Volume & time	Location
IT1	The Authority shall provide office telephone GPTN Dial 0	Within the Facilities identified at F1(except during notified periods); the Authority shall allow calls on the Authority's internal network for internal and external calls;	RAF Coningsby & RAF Lossiemouth TPSFs
IT2	The Authority shall provide Broadband access	Within the facilities defined in F1 (except during notified periods).	RAF Coningsby & RAF Lossiemouth TPSFs
IT3	The Authority shall provide RAF Intranet access	Within the facilities defined in F1 (except during notified periods).	RAF Coningsby & RAF Lossiemouth TPSFs
IT4	The Authority shall provide ESS terminals - with links to both MOB ESS servers (or its successor system)	24hrs every day (except during notified periods)	RAF Coningsby TPSF
IT5	The Authority shall provide ESS terminals - with links to the main ESS server. The Authority will explore the possibility of a connection to the RAF Coningsby server, but cannot guarantee feasibility of such a connection.	24hrs every day (except during notified periods)	RAF Lossiemouth TPSF
IT6	The Authority shall provide access to Joint Asset Management and Engineering Solutions (JAMES) for AGE management.	24hrs every day (except during notified periods). Full access will be available once training has been completed.	RAF Coningsby and Lossiemouth TPSFs
IT7	Ensure that the Contractor and Contractor Related Parties have sufficient access permissions (save where for reasons of security clearance cannot be given) and licence to use to enable the Contractor and Contractor Related Parties to undertake activities using the Authority IT/IS in support of its obligations under this Contract.	24hrs every day.	RAF Coningsby, RAF Lossiemouth, Rolls-Royce Bristol
IT8	Provide sufficient hardware to enable access to Authority business IT systems at RAF Coningsby and RAF Lossiemouth.	24hrs every day (except during notified periods).	RAF Coningsby, RAF Lossiemouth

Table 4 – Data

Ref.	Requirement	Time Period Required	Location
	Technical Requests		
D1	The Authority shall provide access to Aircraft and Engine data on ESS.	24 hrs every Business Day except during notified periods	TPSFs
D2	The Authority shall provide access to DAP101B-5400-A1, Typhoon integrated technical data held on Trilogiview.	24 hrs every Business Day except during notified periods	TPSFs
D3	The Authority shall provide access to RAF technical orders held on TrilogiView.	24 hrs every Business Day except during notified periods	TPSFs
D4	The Authority shall provide information necessary for the Contractor to complete Engine event reports.	24 hrs every Business Day except during notified periods	TPSFs
D5	The Authority shall provide engine Monitoring Unit (EMU) and Digital Engine Control Monitoring Unit (DECMU) data download sets from ESS/PSSN(UK).	24 hrs every Business Day except during notified periods	TPSFs
D6	The Authority shall provide access to Bulk Storage Device (BSD) data.	24 hrs every Business Day except during notified periods	TPSFs
D7	The Authority shall provide sufficient Engine event information beyond ERIF and Engine Removal Pack (ERP).	Within a calendar week of an Engine event	TPSFs
D8	The Authority shall provide engine event, life usage and EHM downloads from ESS/PSSN(UK).	24 hrs every Business Day except during notified periods	TPSFs
D9	The Authority shall provide access to Engine and LRI incident or occurrence reports.	24 hrs every Business Day except during notified periods	TPSFs
D10	The Authority shall provide access to ad-hoc reports/information on accidents/incidents and general site notices.	24 hrs every Business Day except during notified periods	TPSFs
D11	The Authority shall provide detail of planned/envisaged changes to the support arrangements that could impact on the Service delivered by the Contractor.	24 hrs every Business Day except during notified periods	TPSFs and Contractor's facility
D12	The Authority shall provide details of the on-site point of contact are provided so that accident/environmental incident and near miss reports can be sent when relevant.	24 hrs every Business Day except during notified periods	TPSFs
D13	The Authority shall provide details of facilities and airfield emergency procedures that are to be followed in specific situations.	24 hrs every Business Day except during notified periods	TPSFs

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Ref.	Requirement	Time Period Required	Location
D14	The Authority shall ensure that Contractor Related Parties are made aware of the nature of the security threat and their individual responsibilities for promoting and maintaining security, in accordance with MOB security procedures.	N/A	TPSFs
D15	The Authority shall provide detailed Mission Profile and sortie operational data for the previous year to allow analysis by the Contractor of the Group A Part Cyclic Exchange Rate.	Annually, data to be provided when mutually agreed	Contractor facility
D16	The Authority shall provide access to the Aircraft Documentation Set.	As required	Contractor facility
D17	The Authority shall provide Contractor personnel with access to the relevant policy documents that define the on-base EJ200 support. These policy documents are defined as follows: CAE 4000 - MAP-01, AP101B-5400-2(R)1 Leaflet 332, Typhoon Force Standardised Aviation Engineering Standing Orders (Typhoon SAESOs).	24 hrs every Business Day except during notified periods	TPSFs
D18a	The Authority shall supply Deviation Requests (DRs) in accordance with QR640 from maintenance carried out on-wing and at the TPSF.	Per event	TPSFs and Contractors Facility
D18b	The Authority shall supply Query Answer (QA) requests and Re-Use/Deviation Requests (RDRs) in accordance with EJZ520 issue 6 from maintenance carried out on-wing and at the TPSF.	Per event	TPSFs and Contractors Facility
D19	The Authority shall provide serial numbers of unserviceable engines and modules to be made available for repair at the weekly Fleet Operations Review Meeting with the Contractor.	Weekly	TPSFs and Contractors Facility
D20	The Authority shall provide access to Technical Publication Request Forms (TPIRFs) provided in line with EJ614.	24 hrs every Business Day	TPSFs and Contractors Facility
D21	The Authority shall provide access to the Typhoon Engineering and Asset Management Information System (TEAMIS)	24 hrs every Business Day except during notified periods	TPSFs
Ref.	Requirement	Time Period Required	Location
A1	The Authority shall provide up to Qty 10 AGERD T-4405 (CBD45405K02, Kit Blanking Despatch Engine) in support of engine transfers between TPSFs and the Contractor's MRO in accordance with trilogiView Data Module EUROJET200001-AAA-CFB4405-00AA-066A-A.	As Required	Contractors Facility and TPSFs

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Ref.	Requirement	Time Period Required	Location
A2	The Authority shall provide all AGE to the Contractor detailed under Table 1 and 2 of Annex 4 of Schedule G in the pursuance of Schedule A.	24 hrs every Business Day except during notified periods	ML1 and TPSFs

Table 5 – Fuel

YEAR	2020	2021	2022	2023
Monthly Tanker Deliveries				
January	1	1	1	1
February	1	1	1	1
March	1	1	1	1
April	1	1	1	1
May	1	1	1	1
June	1	1	1	1
July	1	1	1	1
August	1	1	1	1
September	1	1	1	1
October	1	1	1	1
November	1	1	1	1
December	1	1	1	1
Annual Total	12	12	12	12
litres per delivery	37,500	37,500	37,500	37,500
litres per year	450,000	450,000	450,000	450,000
Total Litres				2,250,000

SCHEDULE C

PRICING AND PAYMENT

REDACTED EVERY CLAUSE IN SCHEDULE



Ministry
of Defence



**THE SECRETARY OF STATE FOR
DEFENCE**

and

ROLLS ROYCE PLC

**SCHEDULE D
CONTRACT PRICING STATEMENT
(CPS) June 2019**

EJ200 EJISS

**CONTRACT NUMBER
FAST/00214**

REDACTED EVERY CLAUSE IN SCHEDULE

SCHEDULE E

TRANSFER REGULATIONS

EMPLOYEE TRANSFER ARRANGEMENTS ON EXIT

1. DEFINITIONS

1.1 In this Schedule E, save where otherwise provided, words and terms defined in Clause 4 (Definitions) of the Contract shall have the meaning ascribed to them in Clause 4 (Definitions) of the Contract.

1.2 Without prejudice to Clause 4 (Definitions) of the Contract unless the context otherwise requires:

"Data Protection Legislation" means: (i) any legislation in force from time to time in the United Kingdom which implements the European Community's Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; (ii) from 25 May 2018 only, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the **"General Data Protection Regulation"**); (iii) any other legislation in force from time to time in the United Kingdom relating to privacy and/or the processing of Personal Data; and (iv) any guidance or statutory codes of practice issued by the Information Commissioner or the European Data Protection set up under the General Data Protection Regulation in relation to such legislation;

"Employee Liability Information" has the same meaning as in Regulation 11(2) of the Transfer Regulations;

"Employing Sub-Contractor" means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;

"New Provider" means any replacement service provider or providers (including any sub-contractor of such provider(s)) engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;

"Subsequent Relevant Transfer" means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;

"Subsequent Transfer Date" means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;

"Subsequent Transferring Employee" means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;

"Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate and/or any successor legislation which has the same or similar effect.

2. EMPLOYMENT

2.1 Information on Re-tender, Partial Termination, Termination or Expiry

- 2.1.1 No earlier than two years preceding the termination, partial termination or Expiry of this Contract or a potential Subsequent Transfer Date or at any time after the service of a notice to terminate this Contract or the provision of any of the Services (whether in whole or part) or on receipt of a written request by the Authority, the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
- (a) supply to the Authority such information as the Authority may reasonably require in order to consider the application of the Transfer Regulations on the termination, partial termination or expiry of this Contract;
 - (b) supply to the Authority such full and accurate and up-to-date information as may be requested by the Authority including the information listed in Appendix 1 to this Schedule E relating to the employees who are wholly or mainly employed, assigned or engaged in providing the Services or part of the Services under this Contract who may be subject to a Subsequent Relevant Transfer;
 - (c) provide the information promptly and in any event not later than three months from the date when a request for such information is made and at no cost to the Authority;
 - (d) acknowledge that the Authority will use the information for informing any prospective New Provider for any services which are substantially the same as the Services or part of the Services provided pursuant to this Contract;
 - (e) inform the Authority of any changes to the information provided under paragraph 2.1.1(a) or 2.1.1(b) up to the Subsequent Transfer Date as soon as reasonably practicable.
- 2.1.2 Three months preceding the termination, partial termination or expiry of this Contract or on receipt of a written request from the Authority the Contractor shall (and shall procure that any Employing Sub-Contractor shall):
- (a) ensure that Employee Liability Information and such information listed in Part A of Appendix 2 of this Schedule E (Personnel Information) relating to the Subsequent Transferring Employees is provided to the Authority and/or any New Provider;
 - (b) inform the Authority and/or any New Provider of any changes to the information provided under this Paragraph 2.1.2 up to any Subsequent Transfer Date as soon as reasonably practicable;
 - (c) enable and assist the Authority and/or any New Provider or any sub-contractor of a New Provider to communicate with and meet those employees and their trade union or other employee representatives.
- 2.1.3 No later than 28 days prior to the Subsequent Transfer Date the Contractor shall (and shall ensure that any Employing Sub-Contractors shall) provide the Authority and/or any New Provider with a final list of the Subsequent Transferring Employees together with the information listed in Part B of Appendix 2 of this Schedule E (Personnel Information) relating to the Subsequent Transferring Employees. The Contractor shall (and shall ensure that any Employing Sub-Contractors shall) inform the Authority and/or New Provider of any changes to this list or information up to the Subsequent Transfer Date
- 2.1.4 Within 14 days following the Subsequent Transfer Date the Contractor shall provide to the Authority and/or any New Provider the information set out in Part C of Appendix 2 of Part 2 of this Schedule E in respect of Subsequent Transferring Employees.

- 2.1.5 Paragraphs 2.1.1 and 2.1.2 of this Appendix are subject to the Contractor's and any Employing Sub-Contractor's obligations in respect of the Data Protection Legislation and the Contractor shall use its best endeavours to obtain the consent of its employees (and shall use best endeavours to procure that its Employing Sub-Contractors use their best endeavours to obtain the consent of their employees) to the extent necessary under the Data Protection Legislation or provide the data in an anonymous form in order to enable disclosure of the information required under paragraphs 2.1.1 and 2.1.2. Notwithstanding this paragraph 2.1.5, the Contractor acknowledges (and shall use best endeavours to procure that its Employing Sub-Contractors acknowledge) that they are required to provide sufficient information to the Authority to enable the Authority to determine the nature of the activities being undertaken by employees engaged in providing the Services, to assess whether there is an organised grouping for the purposes of the Transfer Regulations and to assess who is assigned to such organised grouping. To the extent that anonymous data has been provided by the Contractor or any Employing Sub-Contractor pursuant to the obligations under Paragraph 2.1.1 or 2.1.2 above, the Contractor shall (and shall use best endeavours to procure that its Employing Sub-Contractors shall) provide full data to the Authority no later than 28 days prior to the Subsequent Transfer Date.
- 2.1.6 On notification to the Contractor by the Authority of a New Provider or within the period of six months prior to the Termination Date or after service of a notice to terminate this Contract (whether in whole or in part), whichever is earlier, and in any event on receipt of a written request by the Authority, the Contractor shall not and shall procure that an Employing Sub-Contractor shall not:
- (a) materially amend or promise to amend the rates of remuneration (save for any increase arising from an annual pay review) or other terms and conditions of employment of any person wholly or mainly employed or engaged in providing the Services under this Contract; or
 - (b) replace or re-deploy from the Services any person wholly or mainly employed or engaged in providing the Services, or materially increase or decrease the number of persons performing the Services under this Contract or the working time spent on the Services (or any part thereof); or
 - (c) reorganise any working methods or assign to any person wholly or mainly employed or engaged in providing the Services (or any part thereof) any duties unconnected with the Services (or any part thereof) under this Contract; or
 - (d) terminate or give notice to terminate the employment of any person wholly or mainly employed or engaged in providing the Services (or any part thereof) under this Contract other than in the case of serious or repeated misconduct or for poor performance or capability,
- save in the ordinary course of business and with the prior written consent of the Authority (not to be unreasonably withheld or delayed) and subject to paragraph 2.1.8 the Contractor shall indemnify and keep indemnified the Authority in respect of any reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any breach of paragraphs 2.1.1, 2.1.2, 2.1.3 or 2.1.6 of this Schedule E.
- 2.1.7 The Authority may at any time prior to the period set out in paragraph 2.1.6 of this Schedule E request from the Contractor any of the information in sections 1(a) to (d) of Appendix 1 and the Contractor shall and shall procure that any Employing Sub-Contractor will provide the information requested within 28 days of receipt of that request.

- 2.1.8 If the Authority submits an indemnity claim to the Contractor pursuant to the indemnity at paragraph 2.1.6 above, the Authority will supply to the Contractor such further information as the Contractor may reasonably require in order to verify such a claim. Where the Authority fails to do so, the dispute resolution provisions at Clause 60 (Dispute Resolution Procedure) of this Contract shall apply.

2.2 **Obligations in Respect of Subsequent Transferring Employees**

- 2.2.1 To the extent that the Transfer Regulations apply on expiry, termination or partial termination of this contract, including for the avoidance of doubt any amendment to the Services, the Contractor shall and shall procure that any Employing Sub-Contractor shall and the Authority shall and shall procure that a New Provider shall in such circumstances:
- (a) before and in relation to the Subsequent Transfer Date liaise with each other and shall co-operate with each other in order to implement effectively the smooth transfer of the Subsequent Transferring Employees to the Authority and/or a New Provider ; and
 - (b) comply with their respective obligations under the Transfer Regulations including their obligations to inform and consult under Regulation 13 of the Transfer Regulations.

2.3 **Unexpected Subsequent Transferring Employees**

- 2.3.1 If a claim or allegation is made by an employee or former employee of the Contractor or any Employing Sub-Contractor who is not named on the list of Subsequent Transferring Employees provided under paragraph 2.1.3 (an **"Unexpected Subsequent Transferring Employee"**) that he has or should have transferred to the Authority and/or New Provider by virtue of the Transfer Regulations, the Party receiving the claim or allegation shall notify the other Party (or the Contractor shall notify the Authority on the Employing Sub-Contractor's behalf and the Authority shall notify the Contractor on the New Provider's behalf) in writing as soon as reasonably practicable and no later than ten Business Days after receiving notification of the Unexpected Subsequent Transferring Employee's claim or allegation, whereupon:
- (a) the Contractor shall (or shall procure that the Employing Sub-Contractor shall), as soon as reasonably practicable, offer and/or confirm continued employment to the Unexpected Subsequent Transferring Employee or take such other steps so as to effect a written withdrawal of the claim or allegation; and
 - (b) if the Unexpected Subsequent Transferring Employee's claim or allegation is not withdrawn or resolved the Contractor shall notify the Authority (who will notify any New Provider who is a party to such claim or allegation), and the Authority (insofar as it is permitted) and/or New Provider (as appropriate) shall as soon as is reasonably practicable employ the Unexpected Subsequent Transferring Employee or as soon as reasonably practicable, (subject to paragraph 2.3.1(c)(iii)) serve notice to terminate the Unexpected Subsequent Transferring Employee's employment in accordance with his contract of employment and any relevant statutory rights and
 - (c) subject to paragraphs 2.3.2 and 2.3.3, the Contractor shall indemnify the Authority against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any of the following liabilities incurred

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by the Authority or New Provider in dealing with or disposing of the Unexpected Subsequent Transferring Employee's claim or allegation:

- (i) any additional costs of employing the Unexpected Subsequent Transferring Employee up to the date of dismissal where the Unexpected Subsequent Transferring Employee has been dismissed in accordance with paragraph 2.3.1(b);
- (ii) any liabilities acquired by virtue of the Transfer Regulations in relation to the Unexpected Subsequent Transferring Employee;
- (iii) any liabilities relating to the termination of the Unexpected Subsequent Transferring Employee's employment in accordance with paragraph 2.3.1(b) but excluding such proportion or amount of any liability for unfair dismissal, breach of contract, or discrimination, or any other claims or allegations attributable:
 - (A) to a failure by the Authority or a New Provider to act reasonably to mitigate the costs of dismissing such person;
 - (B) directly or indirectly to the procedure followed by the Authority or a New Provider in dismissing the Unexpected Transferee which includes any failure to comply with a relevant statutory code or procedure; or
 - (C) to the acts/omissions of the Authority or a New Provider not wholly connected to the dismissal of that person;
- (iv) any liabilities incurred under a settlement of the Unexpected Subsequent Transferring Employee's claim which was reached with the express prior permission of the Contractor or the Employing Sub-Contractor (not to be unreasonably withheld or delayed);
- (v) reasonable administrative costs incurred by the Authority, Central Government Body or New Provider in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation, subject to a cap per Unexpected Subsequent Transferring Employee of £5,000; and
- (vi) legal and other professional costs reasonably incurred in dealing with the Unexpected Subsequent Transferring Employee's claim or allegation;

2.3.2 The Authority shall be deemed to have waived its right to an indemnity under paragraph 2.3.1(c) if it fails without reasonable cause to take, or fails without reasonable cause to procure any New Provider takes, any action in accordance with any of the timescales referred to in this paragraph 2.3.

2.3.3 If the Authority submits an indemnity claim to the Contractor pursuant to the indemnity at paragraph 2.3.1 above, the Authority will supply to the Contractor such further information as the Contractor may reasonably require in order to verify such a claim. Where the Authority fails to do so, the dispute resolution provisions at Clause 60 of this Agreement shall apply.

2.4 Indemnities on Subsequent transfer under the Transfer Regulations on Partial Termination, Termination or Expiry of the Contract

2.4.1 If on the expiry, termination or partial termination of the Contract, including for the avoidance of doubt any amendment to the Services, there is a Subsequent

Relevant Transfer, the Contractor shall indemnify the Authority and any New Provider against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of or in connection with any claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any alleged failure by the Contractor or any Employing Sub-Contractor to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee of the Contractor or any Employing Sub-Contractor affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations), save to the extent that any of those reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Authority or the New Provider.

2.4.2 If there is a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor and any Employing Sub-Contractor against all reasonable costs (including reasonable legal costs) losses and expenses and all damages, compensation, fines and liabilities arising out of, or in connection with:

- (a) any allegation, claim or claims by a Subsequent Transferring Employee at any time on or after the Subsequent Transfer Date which arise as a result of an act or omission of the Authority or a New Provider or a sub-contractor of a New Provider during the period from and including the Subsequent Transfer Date;
- (b) subject to paragraph 2.4.1 any allegation or claim by any employee or trade union representative or employee representative arising whether before or after the Subsequent Transfer Date out of any alleged failure by the Authority or a New Provider or a sub-contractor of a New Provider to comply with their obligations under Regulation 13 of the Transfer Regulations in relation to any Subsequent Transferring Employee or any other employee engaged wholly or mainly in connection with the Services by the New Provider or any other employee of the Authority or any New Provider affected by the Subsequent Relevant Transfer (as defined by Regulation 13 of the Transfer Regulations),

save to the extent that any of those reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities are a result of the act or omission of the Contractor or any Employing Sub-Contractor.

2.4.3 In the event of a Subsequent Relevant Transfer, the Authority shall indemnify the Contractor and any Employing Sub-Contractor in respect of all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and other liabilities arising out of any act or proposal by a New Provider or any sub-contractor of a New Provider which is alleged to amount to a repudiatory breach of contract as referred to in Regulation 4(11) of the Transfer Regulations and/or a substantial change to the working conditions of any Subsequent Transferring Employee to the material detriment of any such Subsequent Transferring Employee. For the purposes of this paragraph 2.4.3, the expressions "substantial change" and "material detriment" shall have the meanings as are ascribed to them for the purposes of Regulation 4(9) of the Transfer Regulations.

2.5 **Contracts (Rights of Third Parties) Act 1999**

2.5.1 A New Provider may enforce the terms of paragraph 2.3 and 2.4 against the Contractor in accordance with the Contracts (Rights of Third Parties) Act 1999.

- 2.5.2 The consent of a New Provider (save where the New Provider is the Authority) is not required to rescind, vary or terminate this Contract.
- 2.5.3 Nothing in this paragraph 2.5 shall affect the accrued rights of the New Provider prior to the rescission, variation, expiry or termination of this Contract.

2.6 **General**

- 2.6.1 The Contractor shall not recover any costs and/or other losses under this Schedule E where such costs and/or losses are recoverable by the Contractor elsewhere in this Contract and/or are recoverable under the Transfer Regulations or otherwise.

CONTRACTOR PERSONNEL-RELATED INFORMATION TO BE RELEASED UPON RE-TENDERING WHERE THE TRANSFER REGULATIONS APPLIES

1. Pursuant to paragraph 2.1.1(b) of this Schedule E, the following information will be provided:
 - a) The total number of individual employees (including any employees of Sub-Contractors) that are currently engaged, assigned or employed in providing the Services and who may therefore be transferred. Alternatively the Contractor should provide information why any of their employees or those of their Sub-Contractors will not transfer;
 - b) The total number of posts or proportion of posts expressed as a full-time equivalent value that currently undertakes the work that is to transfer;
 - c) The preceding 12 months total pay costs – (Pay, benefits employee/employer ERNIC and Overtime);
 - d) Total redundancy liability including any enhanced contractual payments;
2. In respect of those employees included in the total at 1(a), the following information:
 - a) Age (not date of Birth);
 - b) Employment Status (i.e. Fixed Term, Casual, Permanent);
 - c) Length of current period of continuous employment (in years, months) and notice entitlement;
 - d) Weekly conditioned hours of attendance (gross);
 - e) Standard Annual Holiday Entitlement (not "in year" holiday entitlement that may contain carry over or deficit from previous leave years);
 - f) Pension Scheme Membership;
 - g) Pension and redundancy liability information;
 - h) Annual Salary;
 - i) Details of any regular overtime commitments (these may be weekly, monthly or annual commitments for which staff may receive an overtime payment);
 - j) Details of attendance patterns that attract enhanced rates of pay or allowances;
 - k) Regular/recurring allowances;
 - l) Outstanding financial claims arising from employment (i.e. season ticket loans, transfer grants);
3. The information to be provided under this Appendix 1 should not identify an individual employee by name or other unique personal identifier unless such information is being provided 28 days prior to the Subsequent Transfer Date.
4. The Contractor will provide (and will procure that the Sub-Contractors provide) the Authority/tenderers with access to the Contractor's and Sub-Contractor's general employment terms and conditions applicable to those employees identified at paragraph 1(a) of this Appendix 1.

PERSONNEL INFORMATION TO BE RELEASED PURSUANT TO THIS CONTRACT**Part A**

1. Pursuant to paragraph 2.1.2 of this Schedule E, the written statement of employment particulars as required by section 1 of the Employment Rights Act 1996 together with the following information (save where that information is included within that statement) which will be provided to the extent it is not included within the written statement of employment particulars:

- 1.1 **Personal, Employment and Career**

- a) Age;
- b) Security Vetting Clearance;
- c) Job title;
- d) Work location;
- e) Conditioned hours of work;
- f) Employment Status;
- g) Details of training and operating licensing required for Statutory and Health and Safety reasons;
- h) Details of training or sponsorship commitments;
- i) Standard Annual leave entitlement and current leave year entitlement and record;
- j) Annual leave reckonable service date;
- k) Details of disciplinary or grievance proceedings taken by or against transferring employees in the last two years;
- l) Information of any legal proceedings between employees and their employer within the previous two years or such proceedings that the transferor has reasonable grounds to believe that an employee may bring against the transferee arising out of their employment with the transferor;
- m) Issue of Uniform/Protective Clothing;
- n) Working Time Directive opt-out forms; and
- o) Date from which the latest period of continuous employment began.

- 1.2 **Performance Appraisal**

- a) The current year's Performance Appraisal;
- b) Current year's training plan (if it exists); and
- c) Performance Pay Recommendations (PPR) forms completed in the current reporting year, or where relevant, any bonus entitlements.

- 1.3 **Superannuation and Pay**

- a) Maternity leave or other long-term leave of absence (meaning more than 4 weeks) planned or ongoing;
- b) Annual salary and rates of pay band/grade;

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- c) Shifts, unsociable hours or other premium rates of pay;
- d) Overtime history for the preceding twelve-month period;
- e) Allowances and bonuses for the preceding twelve-month period;
- f) Details of outstanding loan, advances on salary or debts;
- g) Cumulative pay for tax and pension purposes;
- h) Cumulative tax paid;
- i) National Insurance Number;
- j) National Insurance contribution rate;
- k) Other payments or deductions being made for statutory reasons;
- l) Any other voluntary deductions from pay;
- m) Pension Scheme Membership;
- n) For pension purposes, the notional reckonable service date;
- o) Pensionable pay history for three years to date of transfer;
- p) Percentage of any pay currently contributed under additional voluntary contribution arrangements; and
- q) Percentage of pay currently contributed under any added years arrangements.

1.4 Medical

- a) Details of any sickness absence for periods of three months or more in the preceding period of twelve months; and
- b) Details of any active restoring efficiency case for health purposes.

1.5 Disciplinary

- a) Details of any active restoring efficiency case for reasons of performance; and
- b) Details of any active disciplinary cases where corrective action is on-going.

1.6 Further information

- a) Information about specific adjustments that have been made for an individual under the Disability Discrimination Act 1995 or the Equality Act 2010;
- b) Short term variations to attendance hours to accommodate a domestic situation;
- c) Individuals that are members of the Reserves, or staff that may have been granted special leave as a School Governor; and
- d) Information about any maternity or other statutory leave or other absence from work.

Part B

1.7 Information to be provided 28 days prior to the Subsequent Transfer Date:

- a) Employee's full name;
- b) Date of Birth
- c) Home address;
- d) Bank/building society account details for payroll purposes Tax Code.

Part C

1.8 Information to be provided within 14 days following a Relevant Transfer Date:

(a) Performance Appraisal

(i) The current year's Performance Appraisal;

(ii) The current year's training plan (if it exists); and

(iii) Performance Pay Recommendations forms completed in the current reporting year or, where relevant, any bonus entitlements.

(b) Superannuation and Pay

(i) Cumulative pay for tax and pension purposes;

(ii) Cumulative tax paid;

(iii) National Insurance Number;

(iv) National Insurance contribution rate;

(v) Other payments or deductions being made for statutory reasons;

(vi) Any other voluntary deductions from pay.

SCHEDULE F

GOVERNANCE

1. Purpose

- 1.1. Both Parties shall exercise governance of the Contract through the integrated management organisation. The schedule of formal meetings is set out below and minutes will be taken to provide an audit trail of decisions and ensure prudent management.

2. Points of Contact

- 2.1. The Project Manager or his authorised deputy, as described in DEFFORM 111 shall act as principal point of contact with the Contractor and act as the focal point within the Authority's organisation for all matters concerning the performance of this Contract.
- 2.2. The Parties' Representatives Contact List is as follows:

Contractor

REDACTED

Authority

EJ200 Operations Manager

Typhoon Propulsion Team, DE&S, Whittle House, Rolls-Royce plc, PO Box 3, Filton, Bristol, BS34 7QE

Typhoon Propulsion Head Commercial

Typhoon Propulsion Team, DE&S, Whittle House, Rolls-Royce plc, PO Box 3, Filton, Bristol, BS34 7QE

EJ200 Supply Chain Delivery Manager

Typhoon Propulsion Team, DE&S, Whittle House, Rolls-Royce plc, PO Box 3, Filton, Bristol, BS34 7QE

EJ200 Strategic Fleet Manager

Typhoon Propulsion Team, DE&S, Whittle House, Rolls-Royce plc, PO Box 3, Filton, Bristol, BS34 7QE

EJ200 Head Engineer

Typhoon Propulsion Team, DE&S, Whittle House, Rolls-Royce plc, PO Box 3, Filton, Bristol, BS34 7QE

3. Joint Meetings and Reviews

- 3.1. The Party responsible for chairing the meetings as detailed in the tables below shall:
- (A) organise the meeting, giving reasonable notice to attendees; and
 - (B) collate all information required for discussion and/or presentation at the meeting; and
 - (C) issue the minutes.
- 3.2. Both Parties shall ensure appropriate representation is present at the relevant meetings.
- 3.3. The Contractor shall provide to the Authority the reports or nil returns as identified in Schedule J (Reporting Requirements).

4. Contract Performance

Meeting Title	Monthly Programme Review Meeting (PRM)	
Purpose:	To review contract performance, changes in scope via flexibility mechanisms and over and above requirements.	KPI/PI
Agenda:	REDACTED	KPI 1 KPI 2 KPI 3 KPI 4 KPI 5 PI 1
Frequency:	Monthly.	
Output:	Minutes. Agreed action log, strategies, plans, and trends. Mitigation plans for key business risks.	
Venue:	Rolls-Royce, Filton	
Chairman:	Typhoon Propulsion Support Manager	
Attendees:	For the Authority: Typhoon Propulsion Systems (PS) Manager, EJ200 EA, Core and Accessory, PS AGE Manager, PS Support Manager, PDS Manager, EJ200 Supply Chain Delivery Manager, EJ200 Performance Manager, Commercial representation For the Contractor: REDACTED	

Meeting Title	Quarterly Programme Review Meeting (QPRM)	
Purpose:	To review programme performance and amend, as appropriate, the strategy for the future.	KPI/PI
Agenda:	REDACTED	
Frequency:	Quarterly.	
Output:	Minutes. Agreed action log, strategies, plans, and trends. Mitigation plans for key business risks.	
Venue:	Rolls-Royce, Filton	
Chairman:	Typhoon Propulsion Support Manager	
Attendees:	<p>For the Authority: Typhoon Propulsion Systems (PS) Manager, EJ200 EA, Core and Accessory, PS AGE Manager, PS Support Manager, PDS Manager, EJ200 Supply Chain Delivery Manager, EJ200 Performance Manager, Commercial representation</p> <p>For the Contractor: REDACTED</p>	

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Meeting Title	Annual Programme Review Meeting	
Purpose:	Formal Contract Review	KPI / PI
Agenda:	REDACTED	PI
Frequency:	Yearly	
Output:	Contract reconciliation agreed for the previous Contract Year	
Venue:	Rolls-Royce, Filton	
Chairman:	FAST Lead / Commercial Lead / Typhoon Propulsion Support Manager	
Attendees:	As per QPRM	

Meeting Title	Mid-term Contract Review (Year 2.5) Programme	
Purpose:	Formal Contract Review.	
Agenda:	REDACTED	
Frequency:	Once, June 2021	
Output:		
Venue:	Rolls-Royce, Filton.	
Chairman:	Typhoon Propulsion Support Manager	
Attendees:	As per APRM	

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Meeting Title	Monthly Inventory Management Meeting (MIMM)	
Purpose:	Agree a set of plans and activities to ensure that spares procurement and repair activity is aligned to plans and financial targets	KPI/PI
Agenda:	REDACTED	KPI 3
Frequency:	Monthly	
Output:	Dashboard, Record of Decisions and Actions	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Service Delivery Manager	
Core Attendees:	For the Authority: EJ200 Supply Chain Delivery Manager, EJ200 Supplier Manager, EJ200 Inventory Manager, EJ200 Fleet Manager For the Contractor: REDACTED	

Meeting Title	Fortnightly Critical Spares Meeting	
Purpose:	Joint review of ML1 and ML2 spares to highlight potential risks and to mitigate issues. To support Authority Supply Planning Review.	KPI/PI
Agenda:	REDACTED	KPI 3
Frequency:	Fortnightly	
Output:	Net Stock Position = Stock vs Dues in vs. Usage (Actuals / Forecast)	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Inventory Manager	
Core Attendees:	For the Authority: EJ200 Inventory Manager For the Contractor: REDACTED	

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Meeting Title	AGE Management Meeting	
Purpose:	Review of Major and Electrical AGE sufficiency service KPI and Authority led performance review of Minor AGE sufficiency service.	KPI/PI
Agenda:	REDACTED	KPI 4
Frequency:	Monthly – last week of every month in support of TyTAN Fleet Planning Working Group.	
Output:	KPI and Minor AGE failures with agreed action holder to initiate recovery and escalate to next PRM. Capture all new actions against the agenda items.	
Venue:	Alternate between R-R Filton and MOBs.	
Chairman:	EJ200 Demand Manager (Unit Administrator)	
Core Attendees:	For the Authority: EJ200 AGE Configuration Manager Supply Chain Delivery Manager For the Contractor: REDACTED	

5. Contract Management

Meeting Title	EJ200 Fleet Operations Review Meeting (FORM)	
Purpose:	The EJ200 FORM facilitates joint EJ200 EA / Contractor review of UK EJ200 fleet serviceability, both current and projected, as well as ongoing logistical activities.	KPI/PI
Agenda	REDACTED	
Frequency:	Weekly (Mondays)	
Output:	1. Review status of TPSF and DAOF output to programme 2. Actions placed to address issues raised	
Venue:	Rolls-Royce, Filton, plus remote attendees	
Chairman:	DE&S EJ200 Fleet Manager or TPSF Service Delivery Manager (SDM)	
Attendees:	For the Authority: DE&S Fleet Manager, SDMs, TPSF Coningsby and TPSF Lossimouth, DES FAST-Typh-Prop1, DES FAST-Typh-Prop1a, DES FAST-Typh-PSRPO For the Contractor: REDACTED	

Meeting Title	Technical Review Committee (TRC)	
Purpose:	To scope repair requirements for each inducted engine.	KPI/PI
Agenda:	REDACTED	
Frequency:	As required – nominally weekly on a Thursday	
Output:	Agreed engine work scope	

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Venue:	Rolls-Royce, Filton
Chairman:	RR EJ200 MRO Manager
Attendees:	For the Authority: EJ200 Service Delivery Manager, EJ200 Strategic Fleet Manager For the Contractor: REDACTED

Meeting Title	Fwd Support Policy Review (FSPR)	
Purpose:	To review AP101B-5400-2(R)1, Part 1, Leaflet 332, General Orders and Special Instructions, Typhoon Aircraft, Propulsion – Typhoon Propulsion Support Facility,	KPI/PI
Agenda:	REDACTED	
Frequency:	Annual.	
Output:	Minutes. Review and amendment of AP101B-5400-2(R)1, Part 1, Leaflet 332, General Orders and Special Instructions, Typhoon Aircraft, Propulsion – Typhoon Propulsion Support Facility,	
Venue:	Rolls-Royce, Filton.	
Chairman:	EJ200 Service Delivery Manager	
Attendees:	For the Authority: EJ200 Service Delivery Manager, TPSF Service Delivery Managers, Strategic Fleet Manager. For the Contractor: REDACTED	

Meeting Title	Contract Change Proposal (CCP) Meeting
Purpose:	To review each CCP in process; and to capture and record current status.
Agenda:	REDACTED
Scope of Ad-hoc Meeting	<ol style="list-style-type: none"> 1) Stage 1 – Review of new CCP Requests <ol style="list-style-type: none"> a) To determine adequacy of the Statement of Requirement proposed. e.g. addressing such topics as; timings, benefits & consequential issues, etc. (See Schedule L for further details.) b) To determine Approval or Rejection of the CCP request, or c) Where appropriate, to determine the nature of any revision, and d) To outline and agree subsequent action(s); e) To clarify whether bid preparation costs are to be requested (incl. outline subsequent change process

	<p>'route' to follow); and to initiate the preparation of bid proposal costs.</p> <p>2) Stage 2 - Agreement of Proposal Bid Costs (where required)</p> <ul style="list-style-type: none"> a) Review bid proposals submitted and determine acceptability. b) To determine Approval or Rejection of the bid cost proposal, or c) Where appropriate, to determine the nature of any revision, and d) To outline and agree next action(s). e) Complete Part B of Annex A of Schedule L <p>3) Stage 3 - Agreement of Full Proposal Costs/CCP Launch*</p> <ul style="list-style-type: none"> a) Review proposals submitted and determine acceptability. E.g. addressing such topics as; proposed tasks and schedule, deliverables, payment plan, costs, etc. (See Schedule L for further details.) b) To agree Approval or Rejection, or c) Where appropriate, to determine the nature of any revision, and; d) To outline and agree next action(s). e) To initiate payment of bid costs (where appropriate). f) Complete Part F of Annex A of Schedule L g) Initiate instruction for contract amendment (where required). * <p><i>*launch of the activity shall follow agreement of the contract amendment.</i></p> <p>4) Stage 4 - CCP Status & Closure (where appropriate)</p> <ul style="list-style-type: none"> a) Review status of CCP post launch. b) Determine CCP completion c) Complete Part G of Annex A of Schedule L d) Initiate post cost review (where appropriate) <p>On an annual basis discussion may able be held to identify potential improvements to the CCP process.</p>
Frequency:	Meetings to be held on an ad-hoc basis, as needed, for either individual CCPs or groups of CCPs, as appropriate.
Output:	Minutes/agreed action plan, and record of meeting. As appropriate; signed Part B's, Part F's and Part G's (from Annex A to Schedule L)
Venue:	Rolls-Royce, Filton
Chairman:	MoD Programme Manager
Attendees	<p>Mandated: The Originator</p> <p>In addition:</p> <p>For the Authority:</p> <p>Project representation, Commercial representation</p>

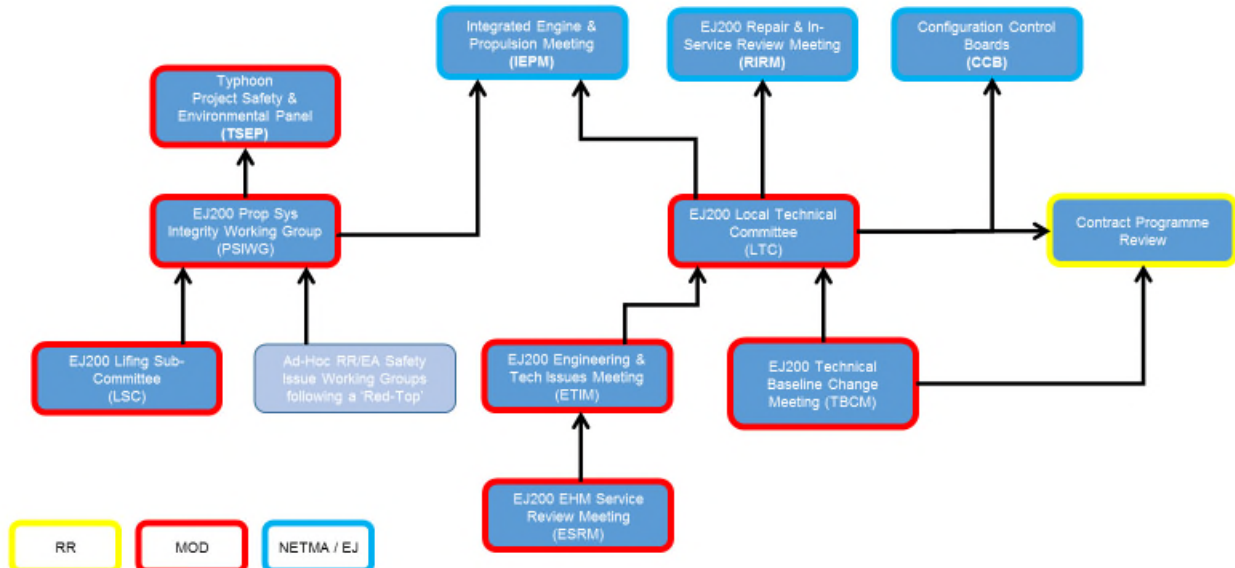
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	For the Contractor: REDACTED
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Meeting Title	Quality Liaison Meeting (QLM)	
Purpose:	Review of Contractor Quality Performance prior to the international quality assurance group meeting.	KPI/PI
Agenda:	REDACTED	
Frequency:	As required (approx.10 working days prior to international meeting) currently 4 monthly	
Inputs	<ul style="list-style-type: none"> • Supplier Rating / Associated Risk • Audits: Planned & Completed Audits (1st, 2nd & 3rd Party) • Non-Conformance Reports (NCR) • Concessions / Waivers • Quality Notifications (QN) / STO's • In Service Issues • DQAFF Findings / QDR's • Trend Analysis • Customer Satisfaction Report 	
Output:	Minutes, Presentation Pack and Actions (Contractor provides Secretary)	
Venue:	Rolls-Royce, Filton	
Chairman:	FAST QA and acceptance manager or delegate	
Attendees:	For the Authority: FAST Project QA staff, Resident EJ200 NQAR, EJ200 Engineering Authority. Mil Cam - desirable For the Contractor: REDACTED	

6. Technical and Safety Reviews

6.1. Technical Meeting Construct



Meeting Title	EJ200 Technical Issues Meeting (ETIM)	
Purpose:	To facilitates regular joint EJ200 ENGINEERING AUTHORITY (EA) / Contractor discussion on any technical issues relating to the EJ200 fleet and AGE to promote problem understanding / scope and mitigation actions.	KPI/PI
Agenda:	REDACTED	
Frequency:	Monthly	
Output:	Actions to address technical issues & Minutes. Issues to escalate to LTC	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Engineering Authority	
Attendees:	For the Authority: EJ200 Engineering Authority For the Contractor: REDACTED	

Meeting Title	EJ200 Local Technical Issue Committee (LTC)	
Purpose:	To assure the Management of In-service Technical issues for both Engine and AGE	KPI/PI
Agenda:	REDACTED	

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Frequency:	6 monthly
Output:	Actions & Minutes. Issues to escalate to Programme Review
Venue:	Rolls-Royce, Filton
Chairman:	EJ200 Engineering Authority
Attendees:	For the Authority: EJ200 Engineering Authority For the Contractor: REDACTED

Meeting Title	EJ200 Lifing Sub Committee (LSC)	
Purpose:	To review current and planned lifing policy for the engine. This is a sub-meeting of the PSIWG.	KPI/PI
Agenda:	REDACTED	
Frequency:	6 monthly	
Output:	Actions & Minutes – recommendations for Life Management Plan	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Engineering Authority (EA)	
Attendees:	For the Authority: EJ200 Engineering Authority For the Contractor: REDACTED	

Meeting Title	Technical Baseline Change Meeting (TBCM)	
Purpose:	To sentence, plan and record the introduction of Technically cleared changes to the Technical Baseline for the Contract. The is sub-ordinate to the Local Technical Committee (LTC).	KPI/PI
Agenda:	REDACTED	
Frequency:	Monthly	
Output:	Actions & Minutes Agreed Incorporation policy and timescales for Technical Baseline Change Updated Record of Technical Baseline	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Engineering Authority	
Attendees:	For the Authority: EJ200 Engineering Authority, TPSF Ops Manager Coningsby, TPSF Ops Manager Lossiemouth, Tactical Fleet Manager, EJ200 Inventory Manager, Embedded Contractor. For the Contractor: REDACTED	

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Meeting Title	Technical Baseline Change Working Group (TBCWG)	
Purpose:	To identify and progress Technical change packages through a gated progression / maturity process for sentencing by the TBCM. The meeting is subordinate to the TBCM	KPI/PI
Agenda:	REDACTED	
Frequency:	Monthly	
Output:	Technical change proposals and developed solutions for TBCM to endorse for progression/embodiment Updated schedule of package development and delivery	
Venue:	Rolls-Royce, Filton	
Chairman:	Embedded Contractor	
Attendees:	For the Authority: EJ200 Service Delivery Manager, EJ200 Engineering Authority, For the Contractor: REDACTED	

Meeting Title	EJ200 Data Working Group	
Purpose:	To Identify and Resolve Issues associated with Technical data coming from Platform Operation impacting the wider support of the Engine	KPI/PI
Agenda:	REDACTED	
Frequency:	Quarterly	
Output:	Actions & Minutes	
Venue:	DE&S, Abbey Wood	
Chairman:	EJ200 Engineering Authority	
Attendees:	For the Authority: EJ200 Engineering Authority For the Contractor: REDACTED	

Meeting Title	Material Review Board	
Purpose:	To review non-conforming materiel owned by MOD to identify and agree recovery- or disposal - action.	
Agenda:	REDACTED	
Frequency:	As required	
Output:	Agreed recovery action or disposal.	
Venue:	Rolls-Royce, Filton	
Chairman:	MOD Service Delivery Manager	
Attendees:	For the Authority: EJ200 Engineering Authority, For the Contractor: REDACTED	

7. Additional Meetings

Meeting Title	Propulsion System Integrity Working Group (PSIWG)	
Purpose:	To provide proactive management of Product Integrity (PI) for the EJ200 and assurance that the threats to PI, as described in RA5722 are continuously addressed.	KPI/PI
Agenda:	REDACTED	
Frequency:	6 monthly	
Output:	Actions & Minutes to address PI issues	
Venue:	Rolls-Royce, Filton	
Chairman:	EJ200 Typhoon Airworthiness Authority (TAA)	
Attendees:	For the Authority: Typhoon TAA, EJ200 Engineering Authority, Typhoon Safety Manager, Typhoon Continuing Airworthiness Manager (CAM), Front Line Command Representatives (Air command/1Gp/ Typhoon Force HQ) For the Contractor: REDACTED	

Meeting Title	Typhoon Project Safety Panel (PSP)	
Purpose:	Endorsement of plans Review, acceptance and sentencing of high-level risks Communication of safety and environmental related issues to wider Typhoon stakeholder community	KPI/PI
Agenda:	REDACTED	
Frequency:	6 monthly	
Output:	Minutes.	
Venue:	DE&S, Abbey Wood	
Chairman:	Typhoon Deputy Head.	
Attendees:	For the Authority: EJ200 Engineering Authority, Typhoon Safety Manager. For the Contractor: REDACTED	

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Meeting Title	Typhoon Safety and Environmental Working Group (SEWG)	
Purpose:	Endorsement of plans Review, acceptance and sentencing of medium/low level risks Communication of safety and environmental related issues to wider Typhoon stakeholder community	KPI/PI
Agenda:	REDACTED	
Frequency:	6 monthly	
Output:	Minutes	
Venue:	DE&S, Abbey Wood	
Chairman:	Typhoon TL.	
Attendees:	For the Authority: Typhoon TL, EJ200 Engineering Authority, Typhoon Safety Manager. For the Contractor: REDACTED	

Meeting Title	Safety &, Environmental & Airworthiness Review (SEARs)	
Purpose:	Annual review of the platform airworthiness status (inc Engine)	KPI/PI
Agenda:	REDACTED	
Frequency:	Annual	
Output:	Airworthiness Status of the Platform inc the Engine	
Venue:	DE&S, Abbey Wood	
Chairman:	Dir CA	
Attendees:	For the Authority: All CA DTLs The Contractor may be required to be represented on an ad hoc basis	

SCHEDULE G

CONTRACT PERFORMANCE

1. KEY PERFORMANCE MEASUREMENT

- 1.1. There are 5 Key Performance Indicators used in this Contract (the “KPIs”) and 1 Performance Indicator (the “PI”).
- 1.2. The KPIs and PIs that apply to the Contractor's performance of the services detailed in Schedule A (Obligations and Deliverables of the Contractor) are set out in this Schedule G (Contract Performance) Paragraphs 2, 3, 4, 5 and 7 below.
- 1.3. The KPI that applies to the Authority's performance of its obligations under this Contract are set out in this Schedule G (Contract Performance) Paragraph 6 below.

2. ENGINE REPAIR SERVICE KPI (“KPI 1”)

REDACTED CLAUSE IN FULL

3. MODULE REPAIR SERVICE KPI (“KPI 2”)

REDACTED CLAUSE IN FULL

4. TPSF SPARE PARTS AND ACCESSORIES SERVICE KPI (“KPI 3”)

REDACTED CLAUSE IN FULL

5. AGE SUFFICIENCY SERVICE KPI (“KPI 4”)

REDACTED CLAUSE IN FULL

6. AUTHORITY OBLIGATIONS (“KPI 5”)

REDACTED CLAUSE IN FULL

7. REPAIRED ENGINE REMAINING USEFUL LIFE PI (“PI 1”)

REDACTED CLAUSE IN FULL

8. MEASUREMENT OF THE KPIS

- 8.1. Performance against the KPIs detailed above during each Contract Month shall be assessed at the monthly Programme Review Meeting (PRM) in accordance with this Paragraph 8 within ten (10) Business Days after receipt of the Contractor report at Clause 8.2. Any assessment by the Authority at the monthly PRM shall be without prejudice to either Party's rights to dispute any assessment and/or determination.
- 8.2. **REDACTED CLAUSE**
- 8.3. The monthly PRM will review the report prepared in accordance with paragraph 8.2 together with all other relevant RAF data and Contractor representations. The monthly PRM must reach and record in a jointly signed report one of the three (3) conclusions as set out below in relation to the performance for the relevant Contract Month:

- (A) full agreement with Contractor's report as provided in Paragraph 8.2;
- (B) agreed amendments to the Contractor's report as provided in Paragraph 8.2;
- (C) non-agreement with the Contractor's report as provided in Paragraph 8.2 and details of the areas of non-agreement,

all determinations of the monthly PRM will be made by one panel member designated by the Authority and one panel member designated by the Contractor who, in each case, will have authority to reach a binding decision on behalf of the Authority and the Contractor respectively.

- 8.4. If the monthly PRM attendees fail to reach agreement in accordance with Paragraph 8.3 within ten (10) Business Days after the PRM during the Contract Period as to the nature of any Demand (or if agreed as an in-scope Demand are unable to agree that it resulted in the corresponding Demand Satisfaction) and escalation in accordance with Clause 60.4 cannot resolve this dispute then the categorisation set out in the Contractor's report may be set aside at the Authority's discretion until agreed otherwise or determined otherwise in accordance with Clause 60 (Dispute Resolution Procedure).

- 8.5. **REDACTED CLAUSE**

9. REMEDIES

REDACTED CLAUSE IN FULL

10. MODERATIONS

- 10.1. Without prejudice to the Contractor's other reliefs available under this Contract or at law, the Contractor shall be deemed to have met the relevant KPI (and, for the purposes of this Contract no failure to meet such KPI shall be taken into account for the purposes of Schedule C (Pricing and Payment) or otherwise) by reason of a Moderation where the failure to meet any KPI occurs as a result of the occurrence of a GFX Failure, Force Majeure Event or an Authority requested change agreed by the Contractor;
- 10.2. The Contractor will maintain a record of all Moderations in accordance with paragraph 8.
- 10.3. The Contractor shall provide an explanation to support a Moderation due to GFX Failure or Force Majeure Event for agreement at the monthly Project Review Meeting (PRM). Should the PRM fail to reach an agreement, Clause 60 (Dispute Resolution Procedure) shall apply.

11. MISSED REPAIR SLOT

REDACTED CLAUSE IN FULL

Annex 1 – Engine Repair Input and Output Schedule

REDACTED ANNEX IN FULL

Annex 2 – TPSF Module Repair Schedules

REDACTED ANNEX IN FULL

Annex 3 – TPSF Spare Parts and Accessories Delivery Schedule

REDACTED ANNEX IN FULL

Annex 4 – AGE Sufficiency Levels

REDACTED ANNEX IN FULL

SCHEDULE H

INVENTORY OPTIMISATION

1. The purpose of this Schedule is to define the requirements regarding the management of Authority owned equipment including, but not limited to useage and disposal under DEFCON 694, DEFCON 611 and DEFSTAN 05-99 Part 1.
2. Optimisation will be defined as the best balance of two key priorities; ensuring the Contractor can meet his obligations under this Contract and minimising stock levels to target excess inventory. The Inventory Optimisation Process will identify and recommend to the Authority for disposal any components that in the Contractor's opinion can be disposed of without posing additional risk to the Contractor's ability to deliver the Contracted Service as defined in Schedule A (Delivarables and Obligations of the Contractor).
3. The Contractor is to ensure that all opportunities to consume or repair Authority owned assets are explored prior to utilising new spares.
4. **Governance**
 - 4.1. The optimisation of the Authority owned inventory will be governed by the Monthly Inventory Management Meeting (MIMM) as defined in Schedule F (Governance) of this contract.
 - 4.2. To ensure this governance works effectively, the Contractor will provide the following weekly and monthly reports:
 - 4.2.1. Engine Fleet Disposition from PSSN on last working day of each month, Inclusive of:
 - (A) Installed engine Serial Numbers with aircraft tail numbers.
 - (B) Uninstalled engine and modules by serial numbers with location.
 - (C) Details of engine Installations and removals in month.
 - (D) Monthly Flying Hours by location and aircraft tail number.
 - 4.2.1.1. This is an obligation on Contractor until such time as the Authority has sufficient access to PSSN, as per Schedule A (Deliverables and Obligations of the Contractor).
 - 4.2.2. List by quantity, serial number, batch number and location of stock holdings within the Contractor's stores within TPSF Coningsby and Lossiemouth.
 - 4.2.2.1. Where stock holdings at a component level present risk to the Authority availability or in the event the contracted volumes have been met, the Contractor will advise latest delivery forecast.
 - 4.2.3. List by quantity, serial number, batch number and location of stock issues from the Contractor's stores within TPSF Coningsby and Lossiemouth.
 - 4.2.3.1. Reports 2 and 3 will be provided weekly for the first 12 months but will revert to monthly beyond this point.
 - 4.2.4. List by quantity, serial number, batch number and location of Authority owned spares consumed each month by serial and batch number.
 - 4.2.5. List by quantity, serial number, batch number and location of Authority owned accessories in WIP or in stock by serial and batch number.

- 4.2.6. Should RTP be exercised as an option by the authority, the contractor shall list by quantity, serial number, batch number and location all recovered assets from associated engines and modules by serial and batch number.
- 4.2.7. List by quantity, serial number, batch number and location and request where applicable approval from the Authority to dispose Authority owned assets when they are beyond economic repair.
- 4.2.8. Identify obsolescence risks where appropriate.
- 4.3. In addition to these ongoing requirements, the Contractor will provide an opening balance of all EJ200 inventory owned by the Authority and provide visibility of hardware held at all locations both by serial and batch number.
- 4.4. The Contractor is to maintain GFE stores, under DEFCON 694 (Accounting for the Property of the Authority) and DefStan 05-99 policies for items under R&O and the spares, Modules and Engines provided as GFE to support such activities. Current locations –Barton-under-Needwood, DAOF Bristol, RAF Coningsby and RAF Lossiemouth.
- 4.5. For the purposes of DefStan 05-99, para B7.2, the Contractor is not required to consult the Authority to scrap or repair assets which were the Authority's property on installation, providing the Authority has received a credit into this Contract (FAST/00214) for their use.
- 4.6. Any Repairable assets recovered from Authority owned Engine or Module RTP that are deemed Not Required or Beyond Repair by the Contractor are to be declared to the Authority Delivery Team for Disposal action. Local scrap of MOD GFE will not be authorised except in exceptional circumstances.
- 4.7. Consumable parts from an Authority owned Engine or Module RTP can be disposed of by the Contractor without prior Authority notice or permission.
- 4.8. The Contractor is also to provide the Authority with Quarterly Reports and Annual Stocktaking Certificates Form 32, Forms 749 and 750. in accordance with DEFSTAN 05-99 requirements.
- 4.9. All Codification and Post Codification activities will be undertaken via the PC11 Contract.
- 4.10. Where required, the Contractor will be responsible for packaging Engines and Spares, with relevant paperwork to the standard required for transportation through the Authority's Joint Supply Chain in Accordance with Schedule A (Deliverables and Obligations fo the Contractor).
- 4.11. The Contractor shall create and maintain a register of supporting documentation of Alternative Parts, Conditional and Unconditional ensuring that all Technical Documentation is updated to reflect said Alternative Parts.

REPORT MATRIX

Report	Frequency	Provided by	Received by
Engine Fleet Disposition from PSSN	Monthly	Contractor Fleet Manager / PSSN user	Authority Supply Chain Delivery Manager
Stock issue report from Contractor Stores within TPSF Lossiemouth and TPSF Coningsby.	Weekly/Monthly	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
Stock holding report from Contractor Stores within TPSF Lossiemouth and TPSF Coningsby.	Weekly/Monthly	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
Consumption of Authority owned spares.	Monthly	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
Authority owned accessories inducted for repair, repaired and currently in repair (WIP)	Monthly	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
List all recovered assets from associated RTP activity should the authority choose to exercise option to RTP Engines.	As required	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
Requests for disposal where items are deemed beyond repair or have failed repair or are held as Quarantine stock.	As required	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager
Details of all Obsolescence Risks and Issues by Part Number / NSN and additional information as necessary.	As required	Contractor Supply Chain Controller	Authority Supply Chain Delivery Manager

SCHEDULE I

Baseline Assumptions

REDACTED EVERY CLAUSE IN SCHEDULE

SCHEDULE J
REPORTING REQUIREMENTS

1. Contractor Contract Performance Reports

	Information	Provided by	Received by	How / When
1	Level of Performance against Engine, Module, Accessory and Spares KPIs	Contractor's Fleet Manager	Authority's PM	Reported at the Monthly Programme Review Meeting
2	Level of Performance against AGE KPI	Contractor's Fleet Manager	Authority's PM	Reported at the Monthly Programme Review Meeting
3	Level of Performance against the RUL PI	Contractor's Fleet Manager	Authority's PM	Reported at the Monthly Programme Review Meeting
4	GFX Failures	Contractor's Programme Manager	Authority's PM	On occurrence and At the Monthly Programme Review Meeting where affecting Contractor's performance of KPIs
5	FOD occurrences	Authority's Fleet Manager	Contractor PM	Reported at the Monthly Fleet Status Meeting
6	Technical Baseline Documents update	Contractor's repair Manager	Authority PM	As required at Tech Baseline Change Mtg (previously MATIMM)
7	Cost certificate at the end of each contract year and at the Expiry Date in accordance with Schedule C (Pricing and Payment)	Contractor's Project Accountant	Authority PM	In accordance with Schedule C (Pricing and Payment) Annual at APRM
8	Proposed Scrap and Disposal list	AR&O Engineering	Authority PM	Prior to a Material Review Board
9	FSR weekly reports -esp event management reports	Ops Manager	Authority PM	Weekly
10	Status of unrecovered, unserviceable assets.	Contractor's Fleet Manager	Authority PM	One-off at Contract Expiry
11	Summary of Operations information IAW EJ Z654	Contractor's Fleet Manager	Authority PM	Twice yearly in January and July containing data up to and including December and June respectively.
12	Quality Plan	Contractor's Quality Manager	Authority PM	As required at contract start
13	Report demonstrating that the Business Continuity Plan is being maintained	Contractor's Programme Manager	Authority PM	Reported at Annual Contract Meeting
14	HF(M)EMS Status Report for MAOS accredited sites	Contractor's Programme Manager	Authority EA	Monthly prior to PRM

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	Information	Provided by	Received by	How / When
15	Status of any Quality issues	Contractor's Quality Manager	Authority PM	Quarterly prior to QPRM
16	Project Risk Register	Joint working	Joint working	Quarterly prior to QPRM
17	Contract Amendment Status	Joint working	Joint working	Monthly prior to PRM
18	Status of Contract Change Proposals	Contractor's Programme Manager	Authority PM	Monthly prior to PRM
19	Review of identified and potential MRO benefit levers and realisation	Contractor's Programme Manager	Authority PM	Annual prior to APRM
20	Status of National Publications: Data Module issue status Common Source Database (CSDB) vs (a) Engine Repair Manual (ERM) & (b) Digital Air Publication (DAP) Input	Contractor's Service Engineer	EA	Report Emailed every 6 months in support of Local Technical Committee meeting
21	National Technical Query Answers Status: Number Open / Closed in period of reporting; TRT relative to commitment	Contractor's Service Engineer	EA	Report Emailed every 6 months in support of Local Technical Committee meeting
22	Technical Baseline Change: agreed change implementation relative to commitment	Contractor's Programme Manager	EA	Report Emailed every Quarter in support of Technical Baseline Change Management Meeting
23	Consumption of Authority owned spares	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting
24	Spares inducted for repair, repaired and currently in repair (WIP)	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting – clarification required
25	RTP activity including yield at module, Accessories and spares level - List all recovered RTP spares by Engine Serial Number, Serial Number of spares where appropriate including accessories.	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting – as required for new RTP activity
26	Requests for disposal where items are deemed beyond repair or have failed repair	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting – as required

	Information	Provided by	Received by	How / When
	or are held as Quarantine stock			
27	Engine Fleet Disposition from PSSN	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting – until Authority PSSN access is agreed
28	SAP 'MB51' report to include but not limited to; Inventory held in Authority plants 1122 Lossiemouth, 1123 Coningsby, 1109 Bristol and 3011 CEVA on the last working day of each month.	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting – clarification required
29	SAP 'IZ' report of all EJ200 Authority UK Owned Inventory held in all locations	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting - clarification required
30	Spares Delivery against Forecast Delivery Schedule to include a signed SAP delivery note with Batch number, serial number where appropriate and quantities including copies of Certificates of Conformity in accordance with DEFCON 627 (Quality Assurance – Requirement for a Certificate of Conformity)	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting - clarification required
31	Repair Deliveries against Forecast Delivery Schedule to include SAP Batch number and quantities	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting - clarification required
32	Details of all Obsolescence Risks and Issues by Part Number / NSN and additional information as necessary.	Contractor's Programme Manager	EJ200 SDM	Report e-mailed monthly in support of Monthly Inventory Management Meeting
33	SAP 'MB51' report to include but not limited to; Inventory held Authority plants 1122 Lossiemouth and 1123 Coningsby on the first working day of each week.	Contractor's Programme Manager	EJ200 SDM	Report e-mailed weekly in support of Fortnightly Critical Spares Meeting - clarification required

	Information	Provided by	Received by	How / When
34	SAP 'IZ' report to include but not limited to; Inventory held in Authority plants 1122 Lossiemouth and 1123 Coningsby on the first working day of each week.	Contractor's Programme Manager	EJ200 SDM	Report e-mailed weekly in support of Fortnightly Critical Spares Meeting
35	Critical Spares and Inabilities, demand tracking sheet updates to include locations of outstanding demands by Part Number / NSN	Contractor's Programme Manager	EJ200 SDM	Report e-mailed weekly in support of Fortnightly Critical Spares Meeting
36	Provision of Cost Model	Contractor's Programme Manager	Authority PM	Every 6 months in line with the Contractors' Estimate At Completion (EAC) review up to 31st March 2015, thereafter annually. To be submitted within 1 month of EAC generation with reasonable supporting information as necessary to support Authority analysis of recorded cost data and forward forecasts, including allocation of risk, as agreed between the parties.

2. Single Source Procurement Reform Reports

- 2.1. The Contractor shall submit all contract and supplier reports required under the Defence Reform Act 2014. It is an obligation of the Contractor to ensure the correct reports are submitted on time using the SSRO templates.
- 2.2. The Contractor shall submit all contract and supplier reports using the reporting templates published by the Single Source Regulations Office (SSRO) on the SSRO website. The Authority's Commercial Officer and the SSRO will conduct their analysis. Should an issue arise the Contractor will be asked to resubmit the relevant report to the Single Source Advisory Team (SSAT) and SSRO.
- 2.3. The SSAT will access these reports and undertake an initial validation check, engaging with the Contractor to resolve any issues if the report is non-compliant or incomplete.
- 2.4. If the SSAT cannot resolve any non-compliance issue with the Contractor a formal compliance regime commences. The SSAT will issue a compliance notice and inform the SSRO and relevant Authority Commercial Officer. If the Contractor fails to comply then the SSAT may issue a penalty notice on the Contractor.
- 2.5. The compliance notice will:
 - 2.5.1. give details of the contravention; and
 - 2.5.2. specify the steps which the Contractor must take to remedy the situation and the period in which they must be taken; and
 - 2.5.3. state that failure to take those steps may result in the Authority issuing a penalty notice.
- 2.6. The SSAT will issue a compliance notice within the following timeframes:
 - 2.6.1. for issues relating to keeping accounting and other records, whichever ends the earlier of:
 - (A) six months after the expiry of the time for which the record is required to be kept; or
 - (B) 24 months after the contract completion date.
 - 2.6.2. in the case of failure to provide a contract or supplier report, the period is six months after the date the report date is due;
 - 2.6.3. for providing a misleading report the period, whichever ends the earlier of:
 - (A) 12 months after the Authority became aware of the contravention; or
 - (B) 24 months after the Contract completion date.
 - 2.6.4. for matters relating to the assessment of a QSC, whichever ends the earlier of:
 - (A) 12 months after the Authority became aware of the contravention; or
 - (B) 24 months after the Contract completion date to which the proposed sub-contract relates; and
 - (C) where the assessment of a QSC relates to the performance of more than one QDC, the notice period is whichever is the earlier of one year after the Authority

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becomes aware of the contravention, or 24 months after the Contract completion date of the first QDC to which it relates.

- 2.6.5. for failing to comply with the duty to notify the Authority of the occurrence of an event outlined in paragraph 22, whichever ends the earlier of:
- (A) 12 months after the Authority became aware of the event; or
 - (B) 24 months after the Contract completion date.
- 2.7. Where the Contractor fails to rectify the situation outlined in a compliance notice, the SSAT may issue a penalty notice as described below. The SSAT may choose to issue a penalty notice without having first issued a compliance notice, where it does not consider remedial actions to be available to the Contractor.
- 2.8. The SSAT may issue a penalty notice under the following circumstances:
- (A) where the Contractor has not taken the steps to remedy a situation outlined in a compliance notice and there is no reasonable excuse for failure to implement those steps; or
 - (B) where a contravention has been committed and there are no opportunities to remedy the situation.
- 2.9. The penalty notice must provide details of the contravention to which the penalty relates and state the amount of the penalty. It must also specify the method and the date by which the penalty must be paid, give details of the ramifications for failing to pay the penalty, and explain how the Contractor may appeal to the SSRO.
- 2.10. The time limits in which the SSAT must issue a penalty notice are:
- (A) where the penalty notice relates to failure to take steps to remedy a situation detailed in a compliance notice, within three months of the last day of the period of rectification specified within the compliance notice;
 - (B) where the penalty notice relates to a contravention where a remedy is not considered to be appropriate, before the end of the periods specified in paragraph 28.e.
- 2.11. The Contractor has the right of appeal to the SSRO against a compliance or penalty notice. In the event of an appeal, a penalty notice is not payable until the SSRO has given its determination.
- 2.12. The SSRO's determination is final. There is no appeal mechanism other than for the Contractor to seek a judicial review.
- 2.13. Once the SSAT is satisfied the report is complete and compliant they will flag the report as 'P' (provisional) and provide the report to the relevant Authority Commercial Officer identified on the report submission admin page of the Contract report.
- 2.14. The Authority's Commercial Officer must complete the verification exercise within twenty working days of receipt of the report from the SSAT. If the details are inaccurate the Authority's Commercial Officer must inform the SSAT who will raise this with the Contractor and seek an amended report.
- 2.15. Once any inaccuracies in the Contract report have been rectified the Contractor must re-submit the report. The SSAT will again provide this updated report to the relevant Authority Commercial Officer. On successful verification the SSAT will flag the report as 'V' (verified) and will release the report for use by the Authority.

3. Earned Value Management

3.1. Definitions

3.1.1. The following terms shall have the following meanings for this Schedule:

“Actual Cost of Work Performed (AWCP)” means the sum of all cost incurred or accrued up to a point in time.

“Budgeted Cost for Work Performed (BCWP)” means Earned Value (EV).

“Budgeted Cost for Work Scheduled (BCWS)” means Planned Value (PV).

“Change Control” means a process for ensuring configuration control and obtaining appropriate approval.

Contract Master Schedule (CMS)” means the Contractor's schedule for accomplishing the scope of work.

Contract Performance Reports (CPR)” means a set of reports used in an Earned Value Management System that complies with the APM requirements and EIA 748.

“Contract Work Breakdown Structure (CWBS)” means that portion of the Authority's Work Breakdown Structure which devolves the Contractor's scope of work into manageable subordinate elements.

“Contract Work Breakdown Structure (CWBS) Dictionary” means the definition of the content of each element in a WBS that makes clear the scope, schedule and cost associated with each element.

Cost Performance Index (CPI)” means the Budgeted Cost of Work Performed (AKA Earned Value) divided by the Actual Cost of Work Performed (ACWP).

Cost Variance (CV)” is an EVM term which means the difference between the value of work performed and its cost. ($BCWP - ACWP = CV$).

Schedule Performance Index (SPI)” means the Budgeted Cost of Work Performed (BCWP) divided by the Budgeted Cost of Work Scheduled (AKA Planned Value).

Schedule Variance (SV)” means the difference between the Earned Value (EV) and the Planned Value (PV).

Variance at Completion (VAC)” means the difference between the Budget at Completion (BAC) and the Estimate at Completion (EAC).

“Work Breakdown Structure (WBS)” defines how the scope of work is subdivided to accomplish the overall objective.

3.2. EVM for Equipment Support Contracts

3.2.1. This Schedule J (Reporting Requirements) sets out the Contractor obligations regarding EVM reporting and the format in which such reporting shall be submitted.

3.2.2. This schedule outlines the artefacts required and the name and number convention e.g. DID-PC-XX Version X.

3.3. Contract Work Breakdown Structure (CWBS) and Dictionary – DID-PC-002

3.3.1. The Contractor CWBS is a single level hierarchy due to the nature of the service being contracted.

3.3.2. The Contractor shall complete EVM reporting in accordance with this CWBS per section 3.5 of this Schedule J (Reporting Requirements).

3.4. Contractor Master Schedule (CMS) – DID-PC-003

3.4.1. Due to the nature of the service contracted, the Contract Master Schedule shall align to the payment schedule, with each payment per the payment schedule constituting a Contract Milestone for the CMS. The CMS shall be submitted to the Authority by the Contractor within 60 days of the Contract Signature.

3.4.2. In the event of any significant Contract change which requires an update of the CMS, this shall be submitted to the Authority within 30 days from the associated contract change.

3.4.3. The CMS shall be traceable and version controlled by the Contractor.

3.5. Contract Performance Reports (CPR) – DID-PC-004

3.5.1. The initial CPR shall be submitted by the Contractor within 60 days from the Contract Signature Date. Each subsequent submission shall be provided at the end of each calendar month + 7 Working Days.

3.5.2. CPRs shall be submitted by the Contractor in excel format per the template shown below:

	ACWP (£k)	BCWS (£k)	BCWP (£k)	CV	SV	CPI	SPI
EJISS Spot							
EJISS Cumulative							

3.5.3. The Contractor shall report to the Authority on delivery of Engine Repairs and Spare Parts per the templates attached at Appendix 1. This shall be reported on a monthly basis through the PRM.

Appendix 1

Repaired Engine Reporting Template

Serial Number	Input Date	Output Date	RUL	Tranche
XXXX	XX/XX/XXXX	XX/XX/XXXX	XXX	
Contracted Total	Input Total	Output Total	% Complete	
171	0	0	0%	

Spare Parts Reporting Template

Part No	Description	TPSF Stock (Conz)	TPSF Stock (Lossie)	Cumulative Scheduled	Cumulative Delivered	Contracted volume	% Complete
XXX	XXX	XXX	XXX	XXX	0	100	0%

SCHEDULE K**QUALITY ASSURANCE AND SAFETY REQUIREMENTS****Part 1**

- 1.1. A Quality Plan will be delivered by the Contractor to the Authority within 90 days of Contract signature.

Requirement	Means of Compliance
AQAP 2310 Edition B, Version 1, Dec 17 – NATO Quality Assurance Requirements for Aviation, Space and Defence Suppliers.	To be outlined in RR Quality Plan
AQAP 2105 Edition C, Version 1, Jan 19 – NATO Requirements for Quality Plans.	To be outlined in RR Quality Plan
DEFCON 602A Edition 12/17 – Quality Assurance (With Deliverable Quality Plan).	To be outlined in RR Quality Plan
DEF STAN 05-61 Part 1 Issue 6, Mar 16 – Quality Assurance Procedural Requirements: Concessions.	To be outlined in RR Quality Plan
DEF STAN 05-61 Part 4 Issue 3, Oct 02 – Quality Assurance Procedural Requirements: Contractor Working Parties.	To be outlined in RR Quality Plan
DEF STAN 05-61 Part 9 Issue 5, Feb 16 – Quality Assurance Procedural Requirements: Independent Inspection Requirements for Safety Critical Items.	To be outlined in RR Quality Plan
DEF STAN 05-135 Issue 1, Jul 14 – Avoidance of Counterfeit Materiel.	To be outlined in RR Quality Plan
DEF STAN 05-57 Issue 7, Jul 18 – Configuration Management of Defence Materiel.	To be outlined in RR Quality Plan
DEF CON 627 Edition 12/10 – Quality Assurance – Requirement for a Certificate of Conformity.	To be outlined in RR Quality Plan

Part 2

Safety

- 2.1. The Authority recognises and accepts its roles and duties as Airworthiness Authority in relation to the Aircraft and the Engine and accordingly remains at all times in control of (and therefore responsible for) ensuring the operational safety of the Aircraft and Engine.
- 2.2. The Authority recognises that the Contractor is not competent to provide advice on issues other than those related solely to the Engine.
- 2.3. The Parties acknowledge the importance of the Typhoon Team maintaining unfettered leadership of matters in relation to the safe operation of the Aircraft Fleet in discharging its duties as set out above.
- 2.4. The Contractor shall provide and maintain from the Effective Date a Contractor Safety Management System. The Authority shall review the acceptability of the Contractor Safety management system from time to time as part of its continuing MAOS and DAOS audits.
- 2.5. The Contractor shall provide a Safety Management Plan (SMP) covering the scope of this contract within six (6) months of contract signature that describes the process interfaces between the Safety Management Systems provided by the Contractor, EUROJET, NETMA and the Authority and how the Contractor will comply with the requirements detailed within 2.9 to 2.19 of this document.
- 2.6. The Contractor shall continue to advise the Authority of hazards that are processed through its hazard reporting procedure (known as the 'Red-Top' procedure) for those Red Tops for which the Contractor has System Design Responsibility.

Protection of information supplied by Contractor on safety related issues

- 2.7. Any information provided to the Authority by the Contractor arising from or in connection with the airworthiness or flight safety of systems (including the provision of relevant red-tops issued in accordance with Clause 2.6 above) is likely to be exempt from any duty to disclose under the Freedom of information Act 2000 ("**the Act**"), on the following basis:
 - 2.7.1. such information pertains to the capability, effectiveness or security of the Armed Forces of the Crown or any forces co-operating with them for the purposes of section 26 of the Act;
 - 2.7.2. such information if disclosed would be likely to prejudice the commercial interests of the Contractor and would constitute a trade secret for the purposes of section 43 of the Act;
 - 2.7.3. such information if disclosed would be likely to be used by competitors to the Contractor in a particular market to gain a competitive advantage and accordingly the Parties will communicate openly in good faith and restrict disclosure of such information where permitted under the Act.

Safety modifications

- 2.8. The Contractor shall, through EUROJET and the applicable International contract, notify the Authority of:
 - 2.8.1. Any Safety Modification required by the Contractor or EUROJET;
 - 2.8.2. The timescale the Contractor recommends for incorporation;
 - 2.8.3. Details of the nature and extent of the Safety Modification required prior to its embodiment or implementation in the Engine.

Safety Management Requirements

- 2.9. Defence Standard 00-56 Safety Management Requirements will only apply in respect to 2.10 to 2.19. Both Parties have agreed that these requirements are fulfilled through the Contractor's MAOS and DAOS accreditation.

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- 2.10. The Contractor shall operate an SMS that defines the framework for the Contractor's organisation to direct, control and monitor its safety management activities.
- 2.11. The Contractor shall define and implement a coherent approach to management of its safety obligations under the contract
- 2.12. The Contractor shall identify civil, open or other standards, or good practice, where they are used in full or partial fulfilment of the requirements of this Standard, and document the means by which any differences to this Standard will be resolved.
- 2.13. The Contractor shall identify and document all relevant safety legislation, regulations and standards applicable to the PSS delivery.
- 2.14. The Contractor shall provide the MOD with visibility of the safety engineering, support and safety management activities throughout the life of the Contract.
- 2.15. The Contractor shall agree with the MOD the format and content for all Contracted safety-related deliverables in the scope of supply and document this information in the SMP.
- 2.16. The Contractor shall identify the normal point of contact for safety matters within the safety organisation.
- 2.17. The Contractor shall demonstrate how responsibility is delegated to ensure safety is treated with appropriate authority within the organisation and on the Contract.
- 2.18. The Contractor shall contribute to Safety Committees and other liaison activities to ensure effective coordination of safety with the MOD and other stakeholders.
- 2.19. The Contractor shall ensure that all safety-relevant tasks within their scope of contract are carried out and managed by individuals, teams or organisations that are competent to perform those tasks.

PART 3

REGULATORY ARTICLES

- 3.1. The Contractor supports the Authority's compliance with Regulatory Articles (RAs) as described below. These RAs may be subject to Additions, Amendment or Deletion during the Contract period, in which case such Change will be in accordance with Schedule L.

MAOS Statement

- 3.2. MAOS approval (MRP RA 4800 series compliance) shall be maintained by the Contractor for the scope of activities and locations required to fulfil its obligations under the Contract.
- 3.3. The authority accepts the current arrangements within EuroJet and its partner companies to repair and overhaul components, modules and engines.

DAOS Statement

- 3.4. The design-related activity required under this Contract is described in Schedule A. It is recognised that there is limited design activity to be undertaken. DAOS approval (MRP RA5800 series compliance) shall be maintained for the scope of activities required to fulfil the Contract. It is recognised that the Design Organisation for the EJ200 Engine is EuroJet, and that the Contractor will work with EuroJet using established EuroJet procedures.
- 3.5. Please note, regarding RA5835 Military Production Organization (MRP 21 Subpart G), the authority accepts the current arrangements within EuroJet and its partner companies to produce components, modules and engines.

OFFICIAL - SENSITIVE COMMERCIAL

RA	Issue Number	Description	Sub RA	Agreed Compliance
1005	Iss 8	Contracting with Competent Organizations	1005(1): General Principles	Refer to MAOS and DAOS Statements
			1005(2): Design Organizations	Refer to DAOS Statement
			1005(3): Maintenance Organizations	Refer to MAOS Statement
1014	Iss 6	Design Organizations and Co-ordinating Design Organizations – Airworthiness Responsibilities	1014(1): Responsibilities of the Design Organization or Co-ordinating Design Organization	Refer to DAOS Statement
			1014(2): Responsibilities of an Air System Co-ordinating Design Organization	Refer to DAOS Statement
1017	Iss 3	Maintenance Organizations – Airworthiness Responsibilities	1017(1): Responsibilities of the Maintenance Organization	Refer to MAOS Statement
1018	Iss 2	Production Organization - Airworthiness Responsibilities	1018(1): Responsibilities of the Production Organization	The Contractor is to comply with RA1018(1)
4351	Initial Issue	Production and Maintenance of Maintenance Schedules	4351(1): Production and Maintenance of Maintenance Schedules	A-AMC. The contractor is required to maintain the ERM and DAP using the EJ CSDB as source data. Maintenance of these publications will be as described in schedule A Part 5 Para 6.2.
4700	Initial Issue	Military Air Environment Quality Policy	4700(1): Military Air Environment Quality Policy	ISO9001 accreditation.
5301	Iss 2	Control of Designs	5301(2): Management of Design Records	The Contractor will manage the technical base line as defined in schedule A Part 5 Para 6.3 iaw the configuration management requirements to be detailed within the Quality Plan
5602	Iss 2	Propulsion System Part Lifting and Critical Parts	5602(4): Build and Installation Records	The Contractor is to comply with RA5602(4)
5800 Series				Refer to DAOS Statement

SCHEDULE L

CONTRACT CHANGES

1. General

- 1.1. The terms and conditions of this Contract (FAST/00214) shall apply to all Contract Changes. However, any proposed changes to the terms and conditions or additional terms and conditions specific to a particular Contract Change Proposal are permissible shall be subject to the Contract Change Process, found at Annex A of this Schedule L.
- 1.2. The Authority and the Contractor both reserve the right to propose a change to the Contract. Changes to the Contract can only be proposed in accordance with this Schedule L (Contract Changes). The process is laid out below in paragraph 2.
- 1.3. Payment shall be made upon completion of the task for 'new scope' (outside of TCIF) work, except where:
 - (A) the Total Cost of the Contract Change Proposal (CCP) is greater than one-million-pound sterling (£1,000,000); and/or
 - (B) the duration from when the Contract Change Proposal has been agreed to the completion of the task exceeds one (1) year.
- 1.4. The Contractor shall not begin to perform any CCP until the Parties have agreed a firm, fixed or TCIF price, and the Authority has accepted as at Part D and/or Part F of Annex A to this Schedule.
- 1.5. Payment shall be made for TCIF work by reference to the methodology used to price the TCIF.
- 1.6. Any items supplied by the Contractor in the course of the CCP shall be deemed to be sold to the Authority and title to such items shall pass to the Authority on delivery of the Article to the Authority, unless specified otherwise in the CCP.
- 1.7. Any specific terms and conditions relating to loss or damage to the Authority specifically related to Liquidated Damages, will follow the general principles of the TCIF pricing arrangements at Schedule C (Pricing and Payment). Tasks that sit outside of the TCIF shall be negotiated on a case-by-case basis.
- 1.8. A flowchart detailing the process can be found at Annex B to this Schedule L (Contract Changes).

2. Contract Change Proposal

- 2.1. Right to Propose Change
 - 2.1.1. Either Party shall be entitled to request a Contract Change in accordance with this paragraph 2.
 - 2.1.2. Changes initiated by the Authority shall be via DES FAST-Comrc13f1 and/or DES CA-JPT-Eng1. For the Contractor, changes shall be initiated via Commercial Manager and/or Programme Manager EJ200 UK.

2.2. Contract Change Proposal

2.2.1. Either Party shall serve on the other Party a CCP (Part A of Annex A to this Schedule), setting out:

- (A) sufficient details of the Change (Statement of Requirements);
- (B) the reasons for proposing the Change;
- (C) an estimated timeline for completion;
- (D) any GFX implications;
- (E) an estimated cost for the Change (Contractor only);
- (F) proposed acceptance criteria and delivery standards, as well as any warranty requirements and liquidated damages requirements;
- (G) the preferred pricing/payment method and preferred line item of the Contract; and
- (H) the proposal return date, including but not limited to any dates by which a decision or response is critical.

2.3. Receipt of a CCP

2.3.1. Once a CCP has been issued, both Parties will meet to agree the most appropriate methodology to respond to the requirement, in accordance with the Contract Change Process Meeting as at Schedule F (Governance). This decision will be recorded in Part B of Annex A and may result in a decision to, but not limited to:

- (A) an agreement on any bid preparation costs; or
- (B) a bid, as requested by the CCP; or
- (C) a revision to the Statement of Work (Part A of Annex A) by the originator; or
- (D) a rejection of the requirement.

2.4. Contractor's Bid Preparation Costs

2.4.1. Should the Contractor request bid preparation costs, and the Authority grant such request, the Contractor will submit a full breakdown of costs for the bid, as at Part C of Annex A to this Schedule.

2.4.2. The complete price breakdown, with an attached data pack, must detail the materials costs, labour costs, travel costs, sub-contractor costs and profit rate(s) used. Prices contained in the Quotation shall be exclusive of VAT. If the Contractor submits a proposal that the Authority deems to be inadequate, the Authority reserves the right to reject the proposal until sufficient evidence is provided.

2.4.3. The Contractor must confirm:

- (A) there has been no material omission or inaccuracy in the facts and pricing assumptions provided, on which any proposed adjustment to the Contract Price is based, and which are set out or referenced in the CCP; and

- (B) the cost meets the cost accounting practices set out in the latest agreed version of the Questionnaire on the Method of Allocation of Costs ("**QMAC**") if such a Questionnaire has been agreed between the Authority and the Contractor; and
- (C) the cost meets the 'Allowable' costs criteria under the Single Source Contracting Regulations i.e. are Appropriate, Attributable and Reasonable in the circumstances.

2.5. Authority Approval for Contractor's Bid Preparation Costs

2.5.1. Upon review of the Contractor's bid preparation costs (Part C of Annex A), the Authority will either accept or reject the proposal for bid preparation costs. This shall be recorded in Part D of Annex A. Where costs are rejected, the CCP will not proceed.

2.6. Contract Change Proposal (Offer from Contractor)

2.6.1. The CCP, submitted by the Contractor as at Part E of Annex A to this Schedule, shall include details of the following where appropriate:

- (A) sufficient technical details of the Change (including a non-binding assessment of any potential long-term (outside the Contract period) and short-term (inside the Contract period) costs or savings of implementing the Change and the effect of the Change on the Contract Price) to enable the Authority to evaluate such Change;
- (B) the impact of the Change on the Contract deliverables;
- (C) GFX requirements (where relevant), including any effect on existing GFX;
- (D) the proposed timescale for implementation of the Change (having regard to the information provided by the Authority pursuant to paragraph 2.2.1(C)) and the steps and measures (in as much detail as practicable in the circumstances) that the Contractor intends to take in order to implement the Change, including, where appropriate:
 - (1) the details of any critical date or dates by which any decision by the Authority is required including the proposed date by which the Contractor believe the Change needs to be agreed;
 - (2) the programme of implementing the Change (including any date for implementation);
- (E) any deviation from the principles of Schedule C (Pricing and Payment) and proposed payment milestones where necessary;
- (F) confirmation that:
 - (1) there has been no material omission or inaccuracy in the facts and pricing assumptions provided, on which any proposed adjustment to the Contract Price is based, and which are set out or referenced in the CCP; and
 - (2) in estimating the costs on which any proposed adjustment to the Contract Price or other proposed payments (including any incentives) the costs:

- (a) meet the cost accounting practices set out in the latest agreed version of the Questionnaire on the Method of Allocation of Costs ("QMAC") if such a Questionnaire has been agreed between the Authority and the Contractor; and
 - (b) meet the 'Allowable' costs criteria under the Single Source Contracting Regulations i.e. are Appropriate, Attributable and Reasonable in the circumstances.
 - (G) the complete price breakdown, with an attached data pack, must detail the materials costs, labour costs, travel costs, sub-contractor costs and profit rate (s) used. Prices contained in the Quotation shall be exclusive of VAT. If the Contractor submits a proposal that the Authority deems to be inadequate, the Authority reserves the right to reject the proposal until sufficient evidence is provided.
- 2.7. Agreeing, Revising or Rejecting the Contract Change Proposal
 - 2.7.1. As soon as reasonably practicable after the Authority receives the Contractor's Contract Change Proposal (Part E of Annex A), the Parties shall meet to discuss, further develop and attempt to agree and finalise the terms of the CCP (including pricing and payment).
 - 2.7.2. As a result of the discussions, the Authority may agree, revise or reject the Contractor's response to the CCP, as at Part F of Annex A to this Schedule L. If a revision is required, the Contractor may submit a revised proposal within an agreed time period and ensure the version number is updated.
 - 2.7.3. Subject to any revisions pursuant to Paragraph 2.7.2 above, the Contractor shall forward to the Authority a signed copy of the revised Contractor's response to the CCP.
- 2.8. Proceeding with the Change
 - 2.8.1. Within the validity period of the proposal (or such other time period as is agreed between the Parties) of a CCP being submitted the Authority shall:
 - (A) issue to the Contractor an Approval, (see Part F of Annex A) requiring the Contractor to implement the CCP in accordance with the CCP, as agreed;
 - or
 - (B) notify the Contractor that it is rejecting the CCP and reimburse the Contractor for costs incurred in compiling the CCP (only in cases where agreed in accordance with Paragraph 2.5 and as detailed in Part C of Annex A to this Schedule L).
- 2.9. Implementation of the Change
 - 2.9.1. Upon receipt of an Authorisation the Contractor shall implement the relevant Change as agreed in the CCP.
- 2.10. Confirmation of Work Completed
 - 2.10.1. Upon completion of the work detailed in the CCP, the Authority's Project Manager must confirm the work has been completed as stated in Part A of Annex A to allow signature as per Part G of Annex A of this Schedule.

2.11. Task Completion Costs

- 2.11.1. Where the CCP was firm or fixed price and is outside the scope of the conditions laid out in Paragraph 1.3 and both parties agreed that the work is complete, the Contractor may invoice the Authority. Payments will be made in accordance with Schedule C (Pricing and Payment).
- 2.11.2 Where the CCP was TCIF priced and both parties agree that the work is complete, the Contractor shall submit the recorded task completion costs at the point of completion, as at Part H of Annex A of this Schedule, within ninety (90) Calendar days of task completion.

ANNEX A – CONTRACT CHANGE PROPOSAL FORM

	<u>CONTRACT CHANGE PROPOSAL (CCP)</u>	
	<u>EJISS CONTRACT CHANGE PROPOSAL NUMBER: CCP-00XXX</u>	
	ISSUE DATE:	
	ORIGINATOR:	AUTHORITY/CONTRACTOR POC:
	TEL:	TEL:
	TITLE OF TASK:	
	VERSION NUMBER:	

Authority/Contractor	Part A – Statement of Requirement Description of Task/Technical Details of the Proposal

As a minimum, please provide:

- *A sufficient description of the change requested*
- *The reason for the change requested*
- *An estimated timeline for completion*
- *An estimated cost for the change (Contractor only)*
- *Any GfX implications*

DELIVERY REQUIREMENTS

As a minimum, please provide:

- *Proposed acceptance criteria*
- *Delivery standard*
- *Warranty*
- *Any liquidated damages requirements*

	PREFERRED PRICE TYPE:			
	PROPOSAL RETURN DATE: <i>(30 calendar days from issue of CCP)</i>			
	<table><tr><td>COMMERCIAL SIGNATURE:</td><td>DATE:</td></tr><tr><td>NAME (printed):</td><td>POSITION:</td></tr></table>	COMMERCIAL SIGNATURE:	DATE:	NAME (printed):
COMMERCIAL SIGNATURE:	DATE:			
NAME (printed):	POSITION:			

PART B – RECORD OF MEETING	
CCP Number:	Version Number:
The Authority/Contractor*:	
Accepts the requirement and the Contractor shall proceed to bid (Part E of this Annex); or	<input type="checkbox"/>
Accepts the requirement in principle however bid preparation costs are necessary due to the complexity of the requirement and the Contractor shall proceed to bid (Part C of this Annex); or	<input type="checkbox"/>
Revises the requirement and the Authority/Contractor* updates the Statement of Work to reflect these changes (Part A of this Annex); or	<input type="checkbox"/>
Rejects the requirement.	<input type="checkbox"/>

* Delete as appropriate

PART C – BID PREPARATION COSTS BREAKDOWN

Please provide, where applicable:

- *The technical details of the proposal;*
- *The impact of the Change on the Contract deliverables;*
- *Any GfX implications, if required; and*
- *An accurate timeline for completion including any critical dates by which the Authority must make a decision as well as the implementation date.*

For more information, see Paragraph 2.4 of this Schedule L.

Incomplete price breakdown will result in rejection of quotation.

Firm Price for CCP			TOTAL £
OR			
Fixed Price for CCP			TOTAL £
OR			
TCIF Quotation for CCP			TOTAL £
			TOTAL £
Materials Costs (full breakdown attached):			
Labour Costs (specify code):			TOTAL £
Code 1:	hrs at	/ hr	TOTAL £
Code 2:	hrs at	/ hr	TOTAL £
Code 3:	hrs at	/ hr	TOTAL £
Travel Costs (where applicable):			
Travel time	hrs at	/ hr	TOTAL £
Hire car costs			TOTAL £
Mileage at	p/mile		TOTAL £
Subsistence (Day)	days		TOTAL £
Subsistence (Overnight Stay)	days		TOTAL £
Other Costs (where applicable):			TOTAL £
Bought Out Furnished (BOF) Costs			TOTAL £
Materiel Costs			TOTAL £
Other Direct Costs e.g. Sub-Contractor's Costs			TOTAL £
Overhead Cost:			TOTAL £
Additives:			TOTAL £
Procurement Burden:			TOTAL £
Risk:			TOTAL £
Profit (expressed as a %)			TOTAL £
Profit (expressed in terms of £)			TOTAL £

***Contractor to submit full supporting information including Proposal, Cost Model, Basis of Estimates, Risk Management Plan, Statement of Work etc. for price investigation purposes as an Annex to this proposal.**

I hereby confirm that:

there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed adjustment to the Contract Price or other proposed payments are based, and which are set out or referenced in the Authority CCP; and

☐

in estimating the costs on which any proposed adjustment to the Contract Price or other proposed payments (including any incentives) are based, it has observed the cost accounting practices set out in the latest agreed version of the Questionnaire on the Method of Allocation of Costs ("QMAC") if such a Questionnaire has been agreed between the Authority and the Contractor; and

☐

all of the proposed costs are 'Allowable' to the extent they are Appropriate, Attributable to the Contract and Reasonable under the circumstances.

☐

COMMERCIAL SIGNATURE:

DATE:

	NAME (printed):	POSITION:
	VALIDITY OF PROPOSAL DATE: <i>(must be valid for a minimum of 3 months)</i>	
	DELIVERY AND PAYMENT PLAN	

PART D – APPROVAL OF BID PREPARATION COSTS	
PART D1 – APPROVAL <p>Unconditional Acceptance is given for this task quoted above.</p> <div> <div> COMMERCIAL SIGNATURE: NAME (printed): </div> <div> DATE: POSITION: </div> </div>	
PART D2 – REJECTION <p>The proposal by the Contractor is rejected and no authority is provided to undertake any activities relating to this proposal.</p> <div> <div> COMMERCIAL SIGNATURE: NAME (printed): </div> <div> DATE: POSITION: </div> </div>	

PART E – CONTRACT CHANGE PROPOSAL (OFFER FROM CONTRACTOR)

Please provide, as a minimum:

- *The technical details of the proposal;*
- *The impact of the Change on the Contract deliverables;*
- *Any GfX implications, if required; and*
- *An accurate timeline for completion including any critical dates by which the Authority must make a decision as well as the implementation date.*

For more information, see Clause 2.6 of this Schedule L.

Incomplete price breakdown will result in rejection of quotation.

Firm Price for CCP			TOTAL £
OR			
Fixed Price for CCP			TOTAL £
OR			
TCIF Quotation for CCP			TOTAL £
Materials Costs (full breakdown attached):			TOTAL £
Labour Costs (specify code):			TOTAL £
Code 1:	hrs at	/ hr	TOTAL £
Code 2:	hrs at	/ hr	TOTAL £
Code 3:	hrs at	/ hr	TOTAL £
Travel Costs (where applicable):			
Travel time	hrs at	/ hr	TOTAL £
Hire car costs			TOTAL £
Mileage at	p/mile		TOTAL £
Subsistence (Day)	days		TOTAL £
Subsistence (Overnight Stay)	days		TOTAL £
Other Costs (where applicable):			TOTAL £
Bought Out Furnished (BOF) Costs			TOTAL £
Materiel Costs			TOTAL £
Other Direct Costs e.g. Sub-Contractor's Costs			TOTAL £
Overhead Cost:			TOTAL £
Additives:			TOTAL £
Procurement Burden:			TOTAL £
Risk:			TOTAL £
Profit (expressed as a %)			TOTAL £
Profit (expressed in terms of £)			TOTAL £

****Contractor to submit full supporting information including Proposal, Cost Model, Basis of Estimates, Risk Management Plan, Statement of Work etc. for price investigation purposes as an Annex to this proposal.***

I hereby confirm that:

	<p>there has been no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed adjustment to the Contract Price or other proposed payments are based, and which are set out or referenced in the Authority CCP; and <input style="float: right;" type="checkbox"/></p> <p>in estimating the costs on which any proposed adjustment to the Contract Price or other proposed payments (including any incentives) are based, it has observed the cost accounting practices set out in the latest agreed version of the Questionnaire on the Method of Allocation of Costs ("QMAC") if such a Questionnaire has been agreed between the Authority and the Contractor; and <input style="float: right;" type="checkbox"/></p> <p>all of the proposed costs are 'Allowable' to the extent they are Appropriate, Attributable to the Contract and Reasonable under the circumstances. <input style="float: right;" type="checkbox"/></p>
	<div style="display: flex; justify-content: space-between;"> <div> <p>COMMERCIAL SIGNATURE:</p> <p>NAME (printed):</p> </div> <div> <p>DATE:</p> <p>POSITION:</p> </div> </div>
	<p>VALIDITY OF PROPOSAL DATE: <i>(must be valid for a minimum of 3 months)</i></p>
	<p>DELIVERY AND PAYMENT PLAN</p>

	PART F – APPROVAL
	PART F1 – APPROVAL <p>Unconditional Acceptance is given for this task quoted above.</p> <p>COMMERCIAL SIGNATURE: DATE:</p> <p>NAME (printed): POSITION:</p>
	PART F2 – REJECTION <p>The proposal by the Contractor is rejected and no authority is provided to undertake any activities relating to this proposal. Where approval was provided under Part C of this process for bid preparation costs, these costs are now claimable following this rejection.</p> <p>COMMERCIAL SIGNATURE: DATE:</p> <p>NAME (printed): POSITION:</p>

PART G – CONFIRMATION OF WORK COMPLETED

It is confirmed that the work detailed in Part A, C & E of the Task Form has been carried out.

AUTHORITY PROJECT SIGNATURE:

DATE:

NAME (printed):

POSITION:

PART H – ACTUAL TASK COMPLETION COSTS

Materials Costs (full breakdown attached): TOTAL £

Labour Costs (specify code): TOTAL £

Code 1: hrs at / hr TOTAL £

Code 2: hrs at / hr TOTAL £

Code 3: hrs at / hr TOTAL £

Travel Costs (where applicable):

Travel time hrs at / hr TOTAL £

Hire car costs TOTAL £

Mileage at p/mile TOTAL £

Subsistence (Day) days TOTAL £

Subsistence (Overnight Stay) days TOTAL £

Other Costs (where applicable): TOTAL £

Bought Out Furnished (BOF) Costs TOTAL £

Materiel Costs TOTAL £

Other Direct Costs e.g. Sub-Contractor's Costs TOTAL £

Overhead Cost: TOTAL £

Additives: TOTAL £

Procurement Burden: TOTAL £

Risk: TOTAL £

Profit (expressed as a %) TOTAL £

Profit (expressed in terms of £) TOTAL £

TOTAL COST £

COMMERCIAL SIGNATURE:

DATE:

NAME (printed):

POSITION:



SCHEDULE M

DISPOSAL

1. Disposal of Articles

1.1 For the purposes of this paragraph 1 (Disposal of Articles), the following terms shall have the meanings set out below:

1.1.1. **“Surplus Articles”** shall mean any Articles, Special to Type Containers (STCs) and/or items of Special to Type Tooling (STTE) that the Contractor reasonably believes are not required (in any quantity) to enable the Contractor to deliver the Service;

1.1.2. **“Excess Articles”** shall mean any Articles, Special to Type Containers (STCs) and/or items of Special to Type Tooling (STTE) that the Contractor reasonably believes are not required to be retained in the quantity being retained at the relevant time to enable the Contractor to deliver the Service;

1.1.3. **“Beyond Repair Articles”** shall mean any Articles and/or Special to Type Containers (STCs) that the Material Review Board has determined is Beyond Repair (BR) pursuant to Schedule F (Governance).

1.2 Where the Contractor is proposing to dispose of Excess Articles and/or Surplus Articles and/or Beyond Repair Articles (as the case may be) pursuant to paragraph 1.1 above, the provisions of this paragraph 1 (Disposal of Articles) shall apply.

1.3 The Contractor shall notify the Authority of any proposal to dispose of any Excess Articles and/or Surplus Articles and/or BR Articles (as the case may be) at the Material Review Board held in accordance with Schedule F (Governance), at which the attendees shall jointly agree whether the whole or any part of the Excess Articles and/or Surplus Articles and/or Beyond Repair Articles (as the case may be) in question may be disposed of.

1.4 Where it is jointly agreed at the Material Review Board that the whole or any part of the Excess Articles and/or Surplus Articles and/or BR Articles (as the case may be) in question shall be disposed of such Excess Articles and/or Surplus Articles and/or Beyond Repair Articles or any part thereof shall be disposed of as directed by the Authority.

1.5 The Contractor shall provide all reasonable assistance and co-operate with the instructions of the Authority in respect of the disposal of such Excess Articles and/or Surplus Articles and/or BR Articles (as the case may be) provided that the Contractor is not compelled to incur expenditure in providing such assistance. If the Excess Articles and/or Surplus Articles and/or BR Articles (as the case may be) are required to be packaged by the Contractor, the Authority shall pay the Contractor for such packaging in accordance with Schedule L (Contract Changes).

1.6 The Authority agrees that the costs of disposal of Excess Articles and/or Surplus Articles and/or Beyond Repair Articles (as the case may be) shall be

at the cost of the Authority provided that, notwithstanding any other provision of this Contract, the Authority shall not be (and the Contractor shall be) responsible for the costs of disposal of any Articles owned by the Contractor.

OFFICIAL - SENSITIVE COMMERCIAL

SCHEDULE N

WARRANTY

REDACTED EVERY CLAUSE IN SCHEDULE

OFFICIAL – SENSITIVE COMMERCIAL

SCHEDULE O
INTELLECTUAL PROPERTY RIGHTS

REDACTED EVERY CLAUSE IN SCHEDULE

SCHEDULE P

COMPLETED DEFFORMS

1. This Schedule includes the DEFFORMS completed in accordance with the Contract and are listed below:
 - (A) DEFFORM 68 (Edn 12/16) Hazardous Materials
 - (B) DEFFORM 111 (Edn 06/08) Addresses and Other Information
 - (C) DEFFORM 528 (Edn 12/17) Import and Export Controls
 - (D) DEFFORM 532 (Edn 05/18) Personal Data Particulars
 - (E) DEFFORM 691A (Edn 03/13) Timber and Wood-Derived Products
 - (F) DEFFORM 702 (Edn 08/07) Employee's Acknowledgement to Employer of Obligations Relating to Confidentiality



REDACTED

REDACTED

Your Reference:

Our Reference: FAST/00214
Offer of Contract

Date: 26th June 2019

Dear REDACTED,

Offer of Contract FAST/00214 for the EJ200 Engine Spares Inclusive Repair Service (EJISS)

1. You are hereby informed of the Authority's requirement and you are invited to accept the Offer of Contract, detailed in the attached documentation. The documents describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
 - a. work undertaken by you; or
 - b. costs incurred by you.
4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.

7. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.

8. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

REDACTED

26th June 2019

Ministry of Defence

Acceptance of Offer of Contract

To: **REDACTED**

We acknowledge receipt of your Authority's Letter of Offer, reference 'FAST/00214 Offer of Contract' dated 26th June 2019, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work.

We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance																					
<p>A) Offer</p> <p>Contract FAST/00214 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 10 July 2019. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory:</p> <p>Date:</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Authority's Contract letter reference 'FAST/00214 Offer of Contract'.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of</p> <p>Authorised Signatory:</p> <p>Date¹:</p>																				
<p>C) Scots law to apply? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>																					
<p>D) Tier 1 Sub-Contractor data:²</p> <table border="0"> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> </table>		Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No
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¹ The date of unqualified acceptance by signature is the effective date of the Contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/>

Appendix - Addresses and Other Information

1. Commercial Officer

Name: REDACTED

Address: REDACTED

Email: REDACTED

(REDACTED

8. Public Accounting Authority

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
(44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
(44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: REDACTED

Address REDACTED

Email: REDACTED

(REDACTED

9. Consignment Instructions

The items are to be consigned as follows:
REDACTED

3. Packaging Design Authority

Organisation & point of contact:
REDACTED

(Where no address is shown please contact the Project Team in Box 2)

(

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS (030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS (030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS (030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

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

Branch/Name:

(

(b) U.I.N.

5. Drawings/Specifications are available from

11. The Invoice Paying Authority

Ministry of Defence (0151-242-2000

DBS Finance

Walker House, Exchange Flags Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-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 Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

REDACTED

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

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

OFFICIAL – SENSITIVE COMMERCIAL

SCHEDULE Q

CYBER IMPLEMENTATION PLAN

REDACTED EVERY CLAUSE IN SCHEDULE

OFFICIAL – SENSITIVE COMMERCIAL

SCHEDULE R

CONTRACTOR'S COMMERCIALLY SENSITIVE INFORMATION

REDACTED EVERY CLAUSE IN SCHEDULE