



Contract No: 701760450

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

SCHEDULE I

DISPUTE RESOLUTION PROCEDURE

Version	Issued	Notes
Engrossment	Contract Award	

1 DISPUTE RESOLUTION PROCEDURE

- 1.1 The Parties recognise the importance of a good long term working relationship which will seek to minimise the possibility of dispute arising and the importance of fast, efficient and cost effective procedures to resolve any disputes that do arise under the Contract.
- 1.2 The Parties shall attempt to resolve, acting reasonably, any dispute arising out of or relating to the Contract through negotiations between their respective representatives at the point at which they first occur.
- 1.3 If the dispute is not resolved by such negotiations, or where it is agreed between the Parties, the dispute shall be escalated to the Commercial Director (for the Contractor) and Head of Commercial Helicopters (for the Authority) for resolution.
- 1.4 If the Parties fail to resolve the dispute within sixty Business Days, the dispute shall be escalated to MoD Services Director (for the Contractor) and Director of Helicopters (for the Authority) for resolution.
- 1.5 If the Parties fail to resolve the dispute within sixty Business Days of the dispute being escalated in accordance with paragraph 1.4 then the Parties may jointly agree to refer the dispute to mediation. The mediator shall be agreed between the Parties or, where not agreed within twenty (20) Business Days of the Parties referring the dispute to mediation, shall be such counsel as shall be appointed at the request of either or both of the Parties by or on behalf of the President (or the next most senior available officer) for the time being of the Law Society of England and Wales.
- 1.6 If the dispute is not resolved by mediation in accordance with paragraph 1.5, the dispute shall be referred to arbitration in accordance with paragraph 1.8.
- 1.7 Either Party may refer the dispute to arbitration following a period of sixty Business Days from escalation of the dispute pursuant to paragraph 1.4 or, if the dispute is referred to mediation pursuant to paragraph 1.5, following a period of sixty Business Days following such referral.
- 1.8 The Party initiating the arbitration shall give a written notice of arbitration to the other Party stating:
- 1.8.1 that the dispute is referred to arbitration; and
- 1.8.2 the particulars of the Contract out of or in relation to which the dispute arises.
- 1.9 Unless otherwise agreed in writing by the Parties, the arbitration and this Schedule I (Dispute Resolution Procedure) shall be governed by the provisions of the Arbitration Act 1996.
- 1.10 Any Dispute shall be finally resolved by arbitration under the Rules of Arbitration of the London Court of International Arbitration ("LCIA") in accordance with the said Rules by 3 arbitrators. Each Party shall nominate one arbitrator. The two arbitrators so nominated and appointed shall nominate the third arbitrator, who shall be the chair of the tribunal. If the two arbitrators appointed by the Parties fail to agree upon a third arbitrator within 30 days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the LCIA Court. The arbitrators' award shall be final and binding.

- 1.11 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.
- 1.12 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 representative and any person necessary to the conduct of the proceedings, without the concurrence of all the parties to the arbitration.
- 1.13 The Parties shall continue to comply with, observe and perform all of their obligations in the Contract regardless of the nature of any dispute which arises and notwithstanding referral of any such dispute for resolution and shall give effect forthwith to any decision of the arbitrator delivered.