

CUSTOMER CONTRACT REQUIREMENTS
MK6 Enhancement Program
CUSTOMER CONTRACT CHC/087 TO 325

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

DEFCON 23 (Edn. 08/09) Special Jigs, Tooling and Test Equipment*

DEFFORM 43 (Edn. 11/98) Memorandum to Contractor on Disposal of Materials, etc. made Surplus by the Termination, Amendment or Reduction of Ministry of Defence Contracts;

DEFCON 68 (Edn. 05/10) Supply of Hazardous Articles and Substances;

DEFCON 76 (Edn. 12/06) Contractor's Personnel at Government Establishments

DEFCON 117 (Edn. 05/06) Supply of Documentation for NATO Codification Purposes

DEFCON 315 (Edn. 2/98) Contract Data Requirements

DEFCON 316 (Edn. 5/98) Government Furnished Information

DEFCON 501 (Edn. 04/04) Definitions and Interpretations:

DEFCON 515 (Edn. 10/04) Bankruptcy and Insolvency;

DEFCON 516 (Edn. 06/04) Racial Discrimination;

DEFCON 520 (Edn 08/09) Corrupt Gifts and Payments of Commission;

DEFCON 521 (Edn. 10/04) Sub-Contracting to Supported Employment Enterprises;

DEFCON 526 (Edn. 8/02) Notices;

DEFCON 527 (Edn. 9/97) Waiver;

DEFCON 530 (Edn. 07/04) Dispute Resolution (English Law):

DEFCON 531 (Edn. 05/05) Disclosure of Information; http://www.aof.mod.uk/aofcontent/tactical/toolkit/downloads/defcons/archive/531_10_97.pdf

DEFCON 537 (Edn. 6/02) Rights of Third Parties;

DEFCON 538 (Edn. 6/02) Severability; <http://www.aof.mod.uk/aofcontent/tactical/toolkit/downloads/defcons/pdf/538.pdf>

DEFCON 566 (Edn. 08/06) Change of Control of Contractor

DEFCON 601 (Edn. 10/04) Disposal of Redundant Material (Articles supplied under

DEFCON 602(a) (Edn. 12/06) Quality Assurance (With Quality Plan); <http://www.aof.mod.uk/aofcontent/tactical/toolkit/downloads/>

[defcons/pdf/602a.pdf](#) (if quality plan is required with PO).

DEFCON 603 (Edn. 10/04) Aircraft Integration and Clearance Procedure

DEFCON 604 (Edn. 11/04) Progress Reports; Shall be provided by means of a weekly Programme Management Meeting (PMM) in the same format as used on Tasking No. 087 (informal deliverable TBA)

DEFCON 607 (Edn. 05/08) Radio Transmissions;

DEFCON 608 (Edn. 10/98) Access and Facilities to be Provided by the Contractor Access shall be provided to Mk6 Enhancement Program customer personnel on a non-interference basis and subject to reasonable notification.

DEFCON 611 (Edn. 1/04) Issued Property For the purposes of this Task Order, Issued Property shall also include Government Furnished Information. For the avoidance of doubt, the Authority's remedy for Contractor's loss or damage to the Issued Property under Clause 8 of this DEFCON shall be limited to repair or replacement of the Issued Property or the cost of repairing or replacing the Issued Property, except where such loss or damage causes the Article not to conform to the requirements of the contract, in which case the Authority shall have the right to reject the Articles under clause 1 of DEFCON 524. Clause 6 of this DEFCON 611 will be revised from "all reasonable measures" to "reasonable measures".

DEFCON 612 (Edn. 10/98) Loss of or Damage to the Articles;

DEFCON 624 (Edn. 04/10) Use of Asbestos in Arms, Munitions, or War Materials;

DEFCON 625 (Edn. 10/98) Co-operation on Expiry of Contract

DEFCON 637 (Edn. 8/99) Defect Investigation and Liability

DEFCON 638 (Edn. 12/08) Flights Liability and Indemnity

For the purposes of this Task Order,

"Authorised Flight" may also be performed in accordance with Federal Aviation Administration (FAA) Regulations and the associated authorisation certificates or registrations.

This DEFCON shall apply to:

- Flights in the UK,
- US flights in which a UK pilot serves as Pilot in Command, and
- All flights on aircraft under UK Military Register.

In order to satisfy the requirement at Clause 2 for a flight to be an Authorised Flight in accordance with the requirements of Def Stan 05-100, Seller shall demonstrate

(with appropriate evidence) that it has completed the approved procedures that it is required to follow in the US when preparing any aircraft for a test flight under the FAA regulations relating to the flying of experimental aircraft. The Authority reserves the right to audit the Seller's application of those procedures in order to satisfy itself that they have been complied with in full.

DEFCON 642 (Edn. 6/97) Progress Meetings;

DEFCON 644 (Edn. 10/98) Marking of Articles- "For clarification where practical all Articles shall be marked with the data specified in DefStan 05-34 or Mil Std 129P as appropriate. In all cases such marking shall include the NSN. Where the size of an article prevents the direct application of such a marking regime the Contractor shall ensure that the smallest pack in which identical items are collectively packed shall be marked with the NSN and any other requirements as detailed in DEFCON129 (Edn 04/03)

DEFCON 646 (Edn. 10/98) Law and Jurisdiction (Foreign Suppliers); For the purposes of Clause 5 of DEFCON 646 (Edn 10/98) the Contractors appointed Solicitors shall be Bryan Cave, 33 Cannon Street London, EC4M 5TE, Tel. 44 (0) 20 7246 5800 Fax: 44 (0) 20 7246 5858

DEFCON 649 (Edn. 7/99) Vesting

DEFCON 654 (Edn. 10/98) Government Reciprocal Audit Arrangements

DEFCON 656 (Edn. 03/06) Break; (Note: In addition to the requirements of DEFCON 656 (Edn 03/06) the provisions of Condition 74 – (Voluntary Termination by the Authority shall apply.)

DEFCON 659 (Edn. 06/09) Security Measures; (To be inserted in all UK Sub-Contracts)

DEFCON 661 (Edn. 10/06) War Risk Indemnity;

DEFCON 681 (Edn. 6/02) Decoupling clause -

DEFCON 684 (Edn. 01/04) Limitation Upon Claims in Respect of Aviation Products:

The definition of the meaning of loss or damage under DEFCON 684 (Edn. 01/04) shall include damages as a result of incidental or consequential loss.

DEFCON 694 (Edn. 06/06) Accounting for Property of The Authority. For the avoidance of doubt, the requirement shall be for an annually reconciled report with access for audit by MoD Asset Accounting Centre, or other Authority appointed representative, on an as and when basis in accordance with Interim DefStan 05-99.

*For the purposes of the Contract, the references to "the Equipment Accounting Instructions" in DEFCONs 23, 147, 611 are amended to read "Interim DEF STAN 05-99"

2. The following prime contract special provisions apply to this purchase order:

Intellectual Property Rights

1. The Intellectual Property Rights (IPR) conditions applicable to each Technical Deliverable shall be DEFCON's 632 (Edn 10/04) and 705 (Edn 11/02).

2. The Supplier shall enter into an Agreement with, and on the form prescribed by, the UK MoD. Two signed copies of the agreement are required to be sent to the Authority direct, or submitted via the Purchaser.

3. Neither Party shall acquire title to any Background Rights of the other Party pursuant to this Contract.

4. The Supplier grants to the Purchaser a non-exclusive licence (on fair and reasonable terms to be agreed) to use any of the Supplier's Background Rights and the Foreground Rights vested in the Supplier pursuant to this Contract to the extent necessary to fulfil the Purchaser's obligations under the Prime Contract to the Authority, subject to the terms and execution of applicable Boeing Licensing Agreements which will be append to this Contract upon agreement

Security Measures

1. The Supplier shall ensure, where appropriate, that his employees are cleared to the appropriate security level as stated in the Security Aspects Letter issued by the Authority to the Purchaser.

2. The Purchaser reserves the right to insist on increased levels of security clearance for specific duties and to refuse or withdraw security clearance under specific circumstances following notification received by the Purchaser from the Authority.

3. The Supplier shall ensure that his employees, agents or Sub-Contractors comply with relevant UK MoD Security regulations when working at Government Property. This may include in the most exceptional circumstances a willingness to submit to a search of their person, personal belongings and transport when entering or leaving Government Property. The Supplier shall accept (without prejudice to any remedies the Purchaser may have) full responsibility for any loss or delay in performance of the Contract caused directly or indirectly by the expulsion of, or refusal to allow access to, a Supplier's employee, agent or Sub-Contractor who does not consent to being searched.

Supplier's Personnel

1. Personnel employed under the Contract shall have the appropriate qualifications, competence and security clearance for the tasks on which they are engaged.

2. Where so requested by the Purchaser following a request from the Authority, particulars (as detailed by the Authority) of all personnel to be so employed shall be forwarded in advance to the Purchaser for confirmation of acceptability unless such information is protected by US law.

3. The Supplier shall take all reasonable steps to avoid changes of personnel assigned to the work under the Contract. Except whenever changes are unavoidable or of a temporary nature caused by sickness etc, the Supplier shall give at least one month's notice to the

Purchaser and paragraphs 1 and 2 above shall apply to the replacement personnel.

Health and Safety

1. The Supplier shall familiarise itself with and ensure that its sub-contractors and agents shall familiarise themselves with and use reasonable endeavours to comply with the Purchaser's and the Authority's procedures relating to discipline, fire, health and safety when on the U.K sites of the Authority and the Purchaser and such other procedures applicable to such other sites as the Contract requires.

2. The Supplier shall ensure that he complies with the Health and Safety at Work etc Act 1974 and corresponding "Enabling Regulations", Environmental Protection Act 1990, the Environment Act 1995 and other relevant statutory provisions.

3. The Supplier shall ensure the he operates under an Environmental Management System based on ISO 9001.