

CUSTOMER CONTACT REQUIREMENTS
Provision of P-8A Aircraft Support and Training Support and E-7 Sustainment
CUSTOMER CONTRACT: 701356373

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1. DEFINITIONS

- 1.1. For the purposes of the United Kingdom Defence Conditions (DEFCONs) referenced within this document, the following terms shall apply:
- 1.1.1. The term "Authority" shall mean "Buyer" unless it is clear from the context of the DEFCON that "Authority" must refer to the UK Secretary of State for Defence in order for the essential purpose of the DEFCON to take effect.
 - 1.1.2. The term "BDS" shall mean Boeing Defence Space & Security.
 - 1.1.3. The term "BDUK" shall mean Boeing Defence UK Limited.
 - 1.1.4. The term "BGS" shall mean Boeing Global Services.
 - 1.1.5. The term "Buyer" shall mean BDUK acting as Prime Contractor to the Customer.
 - 1.1.6. The term "Compliance Matrix" shall mean a document provided by Buyer as part of a request for proposal package.
 - 1.1.7. The term "Contract" shall mean this Contract.
 - 1.1.8. The term "Contractor" shall mean "Seller" unless it is clear from the context of the DEFCON that "Contractor" must refer to Buyer in order for the essential purpose of the DEFCON to take effect.
 - 1.1.9. The term "Customer" shall mean the "United Kingdom Ministry of Defence (UK MoD)".
 - 1.1.10. The term "Prime Contract" shall mean the contract between the Customer and Buyer.
 - 1.1.11. The term "Prime Contractor" shall mean BDUK.
 - 1.1.12. The term "Seller" shall mean the company contracted by Buyer to perform the Contract.
 - 1.1.13. The term "Sub-contract" shall mean any contract placed by Seller or lower-tier Sub-contractors under this Contract.
 - 1.1.14. The term "Sub-contractor" shall mean any supplier that is contracted by Buyer to deliver goods and/or services in support of the Prime Contract.

2. DEFENCE CONDITIONS (DEFCONs) AND DEFENCE FORMS (DEFFORMs)

- 2.1. The Customer has included DEFCONs and DEFFORMs to this Prime Contract. Seller needs to comply with obligations within these. Full details of those conditions can be found at ANNEX A.
- 2.2. DEFCONs and DEFFORMs can be accessed via the UK Government portal (Defence Gateway) (<https://oauth2.defencegateway.mod.uk/account/login>). Once registered and logged in, navigate to the 'Knowledge in Defence (KiD) app. From the KiD landing page – select DEFCONs either from the left side menu, or the cloud diagram. Registration for the Defence Gateway is free and only requires entry of some organisational details (i.e. Company Name, email address).

3. SOCIAL VALUE

- 3.1. In response to the Public Services (Social Value) Act 2012 (the "Act") and associated Procurement Policy Notice 06/20 - Taking Account of Social Value in the Award of UK Central Government Contracts, the Customer may include specific criteria that require public authorities to have regard to economic, social, and environmental well-being in connection with public services contracts, and for connected purposes. Social Value requirements have been limited to BDUK only and as such, there is no requirement for subcontractors to undertake any activity in this area. Should Seller later be required to comply with the requirements of the Act as flowed in the Contract, these requirements will be detailed in Annex B and incorporated via a formal contract change.

4. SUB-CONTRACTING

- 4.1. If the Seller enters into any Sub-contract in connection with this agreement, Seller shall:
- 4.1.1. remain responsible for the delivery of all Contract obligations (regardless of whether these are placed with Sub-contractors).
- 4.1.2. make available on request details of any sub-contracts placed in relation to the performance of this Contract, at no charge

5. UTILISATION OF SMALL AND MEDIUM SIZE ENTERPRISES

- 5.1. This may not be specifically called out in the Customer requirement, but it is a Customer initiative (as defined in the United Kingdom Ministry of Defence publication "The Defence Small and Medium-sized Enterprise (SME) Action Plan"). PAs should ensure that Small and Medium Size Enterprises are included in subcontracting opportunities to the fullest extent consistent with the efficient performance of this Contract., and Boeing should be seen to be proactively trying to seek out opportunities for SMEs where possible. The requirement to seek out these opportunities will be included in any supporting CCR and flowed to all subcontractors.

6. SECURITY

- 6.1. Seller shall ensure that all their staff and all Sub-contractors' staff and employees make themselves familiar with and shall conduct themselves in accordance with any rules and regulations as issued from time to time by the Authority.
- 6.2. Seller's personnel visiting or working at the Customer's facilities in connection with this Contract shall be required to hold and maintain the relevant security clearance as required by the Customer, and as advised by Buyer. This requirement applies to all Sub-contracts issued by Seller for the effort for work under the Contract.
- 6.3. Whilst engaged at a Customer site(s) Seller shall, and shall procure that any Sub-contractor shall, ensure that all Seller or Sub-contractor employees comply with the Authority's security arrangements, and Policies relating to the conduct of staff.

7. SECURITY CLASSIFICATION AND MEASURES TO BE FLOWED DOWN TO NON-UK SUB-CONTRACTORS

- 7.1. The provisions of this Clause 7 are based upon the UK/US General Security Agreement dated 14 April 1961, as amended, and including the Security Implementing Arrangement for Operations between the Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States dated 27 January 2003 and subsequent amendments, and will apply to the extent that this Contract involves access to or possession of information or material to which a security classification has been assigned by the Government of the United Kingdom.
- 7.2. The term "classified matter" in this Clause 7 includes information documents and material, which are subject to a security classification as defined in Clause 7.3 irrespective of whether it is transmitted orally, electronically in writing or by the handing over of material. For the purpose of this Clause 7 the word "**document**" means letter, note, minute, report, memorandum, signal/message, sketch, photograph, film, map, chart, plan, notebook, stencil, carbon, typewriter ribbon etc. or other form of recorded information (e.g. tape recording, magnetic recording, punched card, tape).

Security classification

- 7.3. Seller shall protect classified matter under this Contract to the same standards as it would protect its own national classified matter of an equivalent classification. The equivalent markings are:

UNITED KINGDOM

UK TOP SECRET
UK SECRET
No Equivalent
UK OFFICIAL SENSITIVE

USA

TOP SECRET
SECRET
CONFIDENTIAL
No Equivalent

- 7.4. UK classified information at the level of UK OFFICIAL-SENSITIVE either provided or produced by Buyer as a result of this Contract shall be protected to a standard no less stringent than that as described by the UK Government publications.
- 7.5. Any US classified information shall be protected by Seller in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual, dated February 2006, Incorporating Change 2, May 18, 2016.

8. CO-OPERATION IN INVESTIGATION

- 8.1. Seller shall, and shall procure that each Sub-contractor shall, notify Buyer immediately it becomes aware that an employee or an accompanied emergency reactive worker has breached any security measures relating to this Contract.
- 8.2. Seller shall, and shall procure that its Sub-contractors shall, give reasonable assistance to Buyer, Customer, and/or any other representative or adviser of the Customer for the purposes of carrying out any investigation that is reasonably undertaken.

9. MANAGING FREEDOM OF INFORMATION REQUESTS

- 9.1. The Customer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR").

- 9.2. Where the Customer receives a Request for Information in relation to Information that the Buyer is holding (either itself or through its Sub-contracts) on its behalf under the Contract, Seller shall if requested:
 - 9.2.1. Provide a copy of all such Information, within ten (10) Business Days and in the form that required; and
 - 9.2.2. Provide all reasonable assistance as requested in connection with any such Information, to enable the Customer to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations 2004.
- 9.3. Following notification above and up until such time as the Customer has been provided with all the Information specified, Buyer may make representations to the Customer as to whether or not or on what basis the Information requested should be disclosed, and whether further Information should be provided in order to identify and locate the Information requested, provided always that the Customer shall be responsible for determining at its absolute discretion:
 - 9.3.1. Whether the Information is exempt from disclosure under the FOIA and/or the EIR;
 - 9.3.2. Where responses to a Request for Information shall be directed.
- 9.4. Seller acknowledges that any Information provided that is identified as Confidential Information, are of indicative value only and that the Customer may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the EIR.

10. CUSTOMER AUTHORITY OVER CONTRACT AND DELIVERABLES

There may be instances where the Customer needs to take certain actions to directly instruct how the Contract is managed and executed. Those instances are detailed below:

10.1. Customer Step-in Rights

- 10.1.1. The Customer has the following rights wrt to Step-in:
 - 10.1.1.1. If the Customer reasonably believes that it needs to take action in connection with the Contract Deliverables:
 - 10.1.1.1.1. because a serious risk exists to the health or safety of persons or property or to the environment; and/or
 - 10.1.1.1.2. to discharge a statutory duty; and/or
 - 10.1.1.1.3. because an urgent operational requirement has arisen,
 - 10.1.1.1.4. then the Customer shall be entitled to take action in accordance with clauses 11.1.1.2 below.
 - 10.1.1.2. If the Customer wishes to take action iaw the provisions above, then the Customer shall make notification in writing of the following:
 - 10.1.1.2.1. the action it wishes to take;
 - 10.1.1.2.2. the reason for such action;
 - 10.1.1.2.3. the date it wishes to commence such action;
 - 10.1.1.2.4. the time period which it believes will be necessary for such action; and
 - 10.1.1.2.5. to the extent practicable, the effect on the provider of the Contract Deliverables and their obligation to provide those deliverables during the period such action is being taken.

11. MONTREAL PROTOCOL SUBSTANCES

- 11.1. Prior to Contract Award Seller has either confirmed in writing that no Montreal Protocol Substances are to be used in the performance of the Contract or provided a list to the Buyer specifying:
 - 11.1.1. any Montreal Protocol Substances to be used in the performance of the Contract;
 - 11.1.2. the quantity of any Montreal Protocol Substances; and
 - 11.1.3. where any Montreal Protocol Substances shall be used or contained.
- 11.2. If at any time during the Contract Period Seller changes the use of any Montreal Protocol Substances from such confirmation or such list, Seller shall immediately provide to Buyer an updated list.

12. SECOND HAND MATERIAL

- 12.1. The Seller shall notify the Buyer in the event that any Goods delivered under the Contract incorporate material which is second hand or has previously been used in any application.
- 12.2. Any Goods delivered under the Contract that incorporate material which is second hand shall be subject to the same Contract warranty provisions.

13. PRODUCT RECALLS

- 13.1. Should any Goods delivered under the Contract be recalled by Seller or manufacturer, Seller

- shall immediately notify Buyer of:
- 13.1.1.** which Goods are being recalled;
- 13.1.2.** why the Goods are being recalled; and
- 13.1.3.** Sellers' rectification plan for the replacement or repair of the Goods.
- 13.1.4.** Any Goods that are withdrawn due to a recall message shall be deemed rejected under the provisions of the Contract

14. PRECEDENCE

- 14.1.** In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of this document, the order of precedence (save where expressly provided to the contrary) shall be as follows:
 - 14.1.1.** Narrative terms and conditions of this document;
 - 14.1.2.** DEFCONS;
- 14.2.** Should either party become aware of any conflicts or inconsistencies between any of the documentation they shall immediately notify the other party accordingly.

ANNEX A – GENERAL DEFENCE CONDITIONS (DEFCONS), QUALIFYING DEFENCE CONTRACT AND SUBCONTRACT DEFENCE CONDITIONS, DEFENCE FORMS (DEFFORMS) AND DEFENCE STANDARDS (DEFSTANS).

1. The DEFCONS and DEFFORMs are applicable to the Contract Line Items (CLIN) as indicated in the Table below:

CLIN No.	Description	Effective Dates
B0	Provision of P-8A Aircraft Support Provider (ASP) at RAF Lossiemouth in accordance with Schedule B1 (Statement of Requirements)	From: 03 April 2021 To: 31 March 2028
C0	Provision of P-8A Training Support Provider (TSP) at RAF Lossiemouth in accordance with Schedule C1 (Statement of Requirements)	From: 03 April 2021 To: 31 March 2028
D0	Provision of E-7 Sustainment at RAF Lossiemouth in accordance with Schedule D1 (Statement of Work)	From: 01 April 2026 To: 31 March 2028

2. DEFENCE CONDITIONS (DEFCONS) APPLICABLE TO THE PRIME CONTRACT:

DEFCON	EDITION	TITLE	CLIN No. APPLICABILITY
DEFCON 21	(Edn. 10/04)	Retention of Records <i>Note: Applies to those Contract Data Requirements identified on a DEFFORM 315.</i>	CLIN B0, C0 & D0
DEFCON 23	(Edn. 08/09)	Special Jigs, Tooling and Test Equipment. <i>Note: tools of the trade are those tools utilised for the manufacture, development and support of [the common P-8 and E-7 aircraft save to the extent such tools are funded by the Authority under the Contract.</i>	CLIN B0, C0 & D0
DEFCON 76	(Edn. 12/06)	Contractor's Personnel at Government Establishments.	CLIN B0, C0 & D0
DEFCON 117	(Edn. 10/13)	Supply of Information for NATO Codification and Defence Inventory Introduction	CLIN B0, C0 & D0
DEFCON 501	(Edn. 11/17)	Definitions and Interpretations	CLIN B0, C0 & D0

DEFCON 507	(Edn. 10/98)	Delivery <i>Note: For the avoidance of doubt, the Contractor is considered to be a representative of the Authority for the purposes of Delivery of Articles into the Strategic Facility as at Clause 2 of DEFCON 507.</i>	CLIN B0, C0 & D0
DEFCON 529	(Edn. 09/97)	Law (English)	CLIN B0, C0 & D0
DEFCON 539	(Edn. 08/13)	Transparency	CLIN B0, C0 & D0
DEFCON 550	(Edn. 02/14)	Child Labour and Employment Law	CLIN B0, C0 & D0
DEFCON 565	(Edn. 07/23)	Supply Chain Resilience and Risk Awareness <i>Note: Clause 5 shall be deleted and replaced with "5. The Contractor shall include provisions equivalent to those set out in Clauses 1 to 4 of this Condition in all First-Tier Subcontracts"</i>	CLIN B0, C0 & D0
DEFCON 608	(Edn. 10/14)	Access and Facilities to be Provided by the Contractor Further to the obligations of this DEFCON 608, Seller shall arrange for Buyer or his authorised representative (which may include an Authority representative) to have access at any time to the premises where the work under the Contract is being undertaken, and for purposes directly related to the Contract, and to any information relevant to the Contract for the purposes of monitoring and overseeing progress of the work and ensuring compliance with the provisions of the Contract.	CLIN B0, C0 & D0
DEFCON 609	(Edn. 06/14)	Contractor's Records	CLIN B0, C0 & D0
DEFCON 611	(Edn. 02/16)	Issued Property Notes: (1) this note creates an addition at clause 11(e) of DEFCON 611 "any loss and/or damage to Issued Property unless it is caused by the Contractor's gross negligence, negligence or wilful misconduct, or that of a third party for whom the Contractor is responsible", (2) Notwithstanding that the Aircraft are Issued Property, the Contractor's obligations set out in: clause 12 of DEFCON 611 shall not apply in relation to the Aircraft; and clause 14 of DEFCON 611 shall not apply in relation to the Aircraft.	CLIN B0, C0 & D0

DEFCON 624	(Edn. 11/13)	Use of Asbestos	CLIN B0, C0 & D0
DEFCON 625	(Edn. 10/98)	Co-Operation on Expiry of Contract	CLIN B0, C0 & D0
DEFCON 638	(Edn. 12/16)	Flights Liability and Indemnity <i>Note: For the purposes of DEFCON and DEFSTAN 05-100 'allocation' of an Aircraft will be treated the same as if the Aircraft was 'allotted' to the Contractor.</i>	CLIN B0 & D0
DEFCON 647	(Edn. 04/19)	Financial Management Information. <i>Note: The specified frequency for the purposes of paragraph 2(c) will be every quarter, as detailed in Schedule B2, C2 and D2 (Contract Data Deliverables).</i>	CLIN B0, C0 & D0
DEFCON 649	(Edn. 12/16)	Vesting <i>Note: this DEFCON 649 shall become applicable only as or when an appropriate requirement is subject to an Additional Task.</i>	CLIN B0, C0 & D0
DEFCON 654	(Edn. 10/98)	Government Reciprocal Audit Arrangements	CLIN B0, C0 & D0
DEFCON 658	(Edn. 10/17)	Cyber <i>Note: The Cyber Risk Level of the Contract is 'High' as Defined in DEFSTAN 05-138. A Cyber Risk Assessment has been carried out by the Customer Ref: RAR- 930423297).</i>	CLIN B0, C0 & D0
DEFCON 681	(Edn. 06/02)	Decoupling Clause - Subcontracting with The Crown	CLIN B0, C0 & D0
DEFCON 684	(Edn. 01/04)	Limitation Upon Claims in Respect of Aviation Products. <i>Note: For the purposes of this Contract the definition of Aircraft includes 'Aeroplanes' and AMS.</i>	CLIN B0, C0 & D0

DEFCON 694	(Edn.04/25)	Accounting For Property of the Authority Notes: Notwithstanding that the Aircraft is Issued Property, the Parties acknowledge and agree that the Contractor's obligations set out in DEFCON 694 shall not apply in relation to the Aircraft. The Parties acknowledge that the Loan Indicator IDC is in use but the GFE Portal on the Defence Gateway may not be set up to receive the data. Where reporting type Inventory Direct to Contract (IDC) cannot be used for any reason due to the Authority, the Parties shall agree an appropriate work around.	CLIN B0, C0 & D0
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3. DEFENCE FORMS (DEFFORMs) APPLICABLE TO THE PRIME CONTRACT:

Should Seller be required to complete any DEFFORMs identified in the table below, they will be notified by Buyer.

DEFFORM	EDITION	TITLE
DEFFORM 10	(Edn. 12/13)	Acceptance of Offer of Contract
DEFFORM 10B	(Edn. 03/14)	Acceptance of Offer of Amendment to Contract
DEFFORM 68	(Edn. 02/19)	Hazardous Articles, Materials or Substances Statement by The Contractor
DEFFORM 111	(Edn. 18/11/16)	Addresses and Other Information (included at Schedules B12, C12 and D15 to Contract)
DEFFORM 177	(Edn. 03/80)	Design Rights and Patents (Sub-Contractor) Agreement (included in Schedule A7 (IPR)).
DEFFORM 315	(Edn. 02/98)	Contract Data Requirement
DEFFORM 316	(Edn. 05/98)	Government Furnished Information
DEFFORM 528	(Edn. 05/17)	Import and Export Controls (included at Schedule A11 to Contract)
DEFFORM 532	(Edn. 06/10)	Personal Data Particulars (included at Schedules C11 and D9 to Contract)
DEFFORM 539A	(Edn. 08/13)	Tenderer's Commercially Sensitive Information Form (included at Schedule A12 to Contract)
DEFFORM 565	(Edn. 08/23)	Supply Chain Resilience and Risk Awareness Mapping Template

4. DEFENCE CONDITIONS (DEFCONS) RELATING TO QUALIFYING DEFENCE CONTRACTS AND SUBCONTRACTS:

- 4.1.** The Customer has assessed that the Prime Contract will be a Qualifying Defence Contract subject to the provisions of the Defence Reform Act 2014 (DRA) and the Single Source Contract Regulations 2014 (SSCR). The DRA is primary legislation and the SSCR is secondary legislation, both can be accessed at www.legislation.gov.uk.
- 4.2.** Regulations 20 and 21 of the SSCR require records to be kept in relation to a QDC and allow the Customer access to those records. This obligation also encompasses a period prior to Prime Contract award.
- 4.3.** Sections 28-30 of the DRA and Regulations 57-65 of the SSCR describe how any Sub-contract that is placed may be a Qualifying Sub-contract. Regulation 61 of the SSCR requires the assessment of whether any Sub-contracts placed in connection with the Prime Contract will be QSCs, and to keep records of those assessments. Where a Sub-contract is assessed as being a QSC, the Customer and the Seller must be notified of this decision.
- 4.4.** In accordance with the information at paragraphs above, the following DEFCONs incorporated by reference from the Customer, shall apply to non-competitive, single source contracts only:

DEFCON	EDITION	TITLE	CLIN No. APPLICABILITY
DEFCON 800	(Edn. 12/14)	Qualifying Defence Contract	CLIN B0, C0 & D0
DEFCON 801	(Edn. 12/14)	Amendments to Qualifying Defence Contracts – Consolidated Versions	CLIN B0, C0 & D0
DEFCON 802	(Edn. 12/14)	QDC: Open Book on sub-contracts that are not Qualifying Sub-contracts (QSC) Note: The Parties acknowledge that the indefinite-duration indefinite-quantity services agreement between the Contractor and The Boeing Company dated 12 December 2014 is not a Qualifying Sub-Contract or a Material Single Source Sub-contract (Non-Qualifying) under DEFCON 802 and that the indefinite-duration indefinite-quantity services agreement between the Contractor, The Boeing Company and Boeing Defence Australia dated 12 August 2014 is not a Qualifying Sub-Contract or a Material Single Source Sub- contract (Non-Qualifying) under DEFCON 802.	CLIN B0, C0 & D0
DEFCON 804	(Edn. 03/15)	QDC: Confidentiality of Single Source Contract Regulations Information	CLIN B0, C0 & D0

ANNEX B – SOCIAL VALUE

Authority Model Award Criteria (MAC) Reference	Social Value	MAC	MAC Sub Criteria	Key Performance Indicator
TBC	TBC	TBC	TBC	TBC

END OF DOCUMENT