

BOEING DEFENCE UNITED KINGDOM LIMITED
Through Life Customer Support – 2
Customer Contract: CHC/615

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1. GENERAL

- 1.1. For the purposes of the DEFCONs referenced within this document, the following shall apply:
- 1.1.1. The term “Customer” shall mean the “United Kingdom Ministry of Defence (UK MoD)”.
- 1.1.2. 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 to effect the essential purpose of the DEFCON.
- 1.1.3. The term “Buyer” means Boeing Defence UK Limited acting as Prime Contractor to the Customer.
- 1.1.4. The term “Contractor” shall mean “Seller”.
- 1.1.5. The term "Contract" shall mean this Contract.
- 1.1.6. The term "Sub-contract" shall mean any contract placed by Seller or lower-tier sub-contractors under this Contract.
- 1.2. DEFCON 501 (Edn 05/17) "Definitions and Interpretations" shall apply to the extent that any of the DEFCONs included in the Contract contain any of the defined terms therein. The provisions of DEFCON 501 are in addition to any definitions included in the Contract. In the event of a conflict between a definition contained at DEFCON 501 and a definition contained elsewhere in the Contract, the definition in the Contract shall take precedence unless otherwise noted.

2. DEFENCE CONDITIONS (DEFCONS)

- 2.1. The Customer has identified the following DEFCONS as being applicable for this requirement:

DEFCON Number	DEFCON Edition	Title	Applicability
23	08/09	Special Jigs, Tooling and Test Equipment	Required when there is the provision for UK Government Furnished Assets.
76	12/06	Contractor's Personnel at Government Establishments	Required where a contractor is required to carry out work at a Government Establishments or HM Ships.

3. STANDARDS

- 3.1. The Standards set out in the Contract Supplier Statement of Work shall apply.

4. SECURITY AND CLASSIFIED DATA

- 4.1. The contract is protected in line with the United Kingdom Government Security Classifications.
- 4.2. Seller shall comply with all Customer security markings, and ensure that these are flowed to any sub-contractors, where required. Seller shall ensure that any contracts with subprocessors will contain sufficient guarantees that Processing will meet the requirements of the European Union General Data Protection Regulations.

5. SUB-CONTRACTING AND CUSTOMER RIGHTS

- 5.1. For Sellers in the UK, Seller shall ensure that any sub-contracts placed in support of this requirement shall be compliant with DEFCON 534.

6. DEPLOYED OPERATIONS

- 6.1. Should attendance of Seller personnel be required onsite to directly support any deployed operations then DEFCON 661 (less Art 3, sub b and d), DEFCON 697 (including the Appendix), and DEF-STAN 05-129 shall be applicable.

7. PRECEDENCE

- 7.1. In the event of any discrepancy, inconsistency, divergence or anomaly arising between the provisions of this CCR, the order of precedence (save where expressly provided to the contrary) shall be as follows:
- 7.1.1. Narrative Terms and Conditions of this CCR;
 - 7.1.2. DEFCONS;
 - 7.1.3. Should either party become aware of any conflicts or inconsistencies between any of the documentation they shall immediately notify the other party accordingly.