

**BOEING DEFENCE UK LIMITED**

**C-17 Synthetic Training Services  
Customer Contract: FsASTC-00138**

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DRAFT V4.0

## 1. GENERAL

1.1. For the purposes of the DEFCONs referenced within this document, the following 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 to effect the essential purpose of the DEFCON.

1.1.2. The term “Buyer” shall mean Boeing Defence UK Limited acting as Prime Contractor to the Customer.

1.1.3. The term “Contract” shall mean this Contract.

1.1.4. The term “Contractor” shall mean “Seller”.

1.1.5. The term “Customer” shall mean the “United Kingdom Ministry of Defence (UK MoD)”.

1.1.6. The term “Prime Contract” shall mean the agreement held between Customer and Buyer.

1.1.7. The term “Seller” shall mean the company contracted by Buyer to perform the Contract.

1.1.8. The term “Sub-Contract” shall mean any contract placed by Seller or lower-tier sub-contractors under this Contract.

1.1.9. The term “Sub-Contractor” shall mean any supplier that Seller contracts to perform the 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) AND DEFENCE FORMS (DEFFORMs)

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

| DEFCON Number | DEFCON Edition | Title  | Applicability   |
|---------------|----------------|--|---|
| 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. |
| 501           | 11/17          | Definitions And Interpretations                        | Required for all contracts.   |
| 608           | 10/14          | Access and Facilities to be provided by the Contractor | Required when Customer may need access to Buyer or Seller premises.                                   |

|     |       |  |   |
|-----|-------|--|---|
| 611 | 02/16 | Issued Property  | Required when there will be Issued Property.  |
| 624 | 11/13 | Use of Asbestos  | Required where a contracts is for the design, development, production or supply of goods.   |
| 658 | 10/17 | Cyber  | The Cyber Risk Level for the Prime Contract is Low as defined in Def Stan 05-138. The Risk Assessment Reference number is RAR-SZKV75B6.   |
| 660 | 12/15 | Reportable Official and Official-Sensitive Security Requirements | Required for all contracts where any matter connected with the contract has a Government Security Classification of OFFICIAL-SENSITIVE, and requires a Security Aspects Letter (SAL). |

2.2. The Customer has identified the following DEFFORMs as being applicable for this requirement:

| DEFFORM Number | DEFFORM Edition | Title                            |
|----------------|-----------------|----------------------------------|
| DEFFORM 316    | (Edn. 05/98)    | Government Furnished Information |
| DEFFORM 528    | (Edn. 02/21)    | Import and Export Controls       |
| DEFFORM 532    | (Edn. 10/19)    | Personal Data Particulars        |

Should Seller be required to complete these forms, they will be notified by Buyer.

### 3. QUALIFYING DEFENCE CONTRACTS (QDC) AND QUALIFYING DEFENCE SUB-CONTRACTS (QSC)

3.1. In accordance with the regulations detailed at Article 3.2, this Article 3 shall apply to non-competitive, single source contracts only.

3.2. 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](http://www.legislation.gov.uk).

3.3. 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.

3.4. 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 a 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.

3.5. In accordance with the information at paragraphs 3.1 – 3.3. above, the following DEFCONs are incorporated by reference from the Customer and apply to the extent indicated:

| <b>DEFCON Number</b> | <b>DEFCON Edition</b> | <b>Title</b>   | <b>Applicability</b>   |
|----------------------|-----------------------|--|--|
| 800                  | 12/14                 | Qualifying Defence Contract  | Include in any contract assessed as a Qualifying Defence Contract valued at £5M and above. |
| 801                  | 12/14                 | Amendments to Qualifying Defence Contracts – Consolidated Versions                             | Include in any contract assessed as a Qualifying Defence Contract.                         |
| 802                  | 12/14                 | Qualifying Defence Contracts: Open Book on Sub-Contracts that are not Qualifying Sub-Contracts | Include in any contract assessed as a Qualifying Defence Contract (QDC).                   |
| 804                  | 03/15                 | QDC: Confidentiality of SSCR Information   | Include in any contract assessed as a Qualifying Defence Contract (QDC), where applicable. |

#### **4. SECURITY**

4.1. Seller shall ensure that each of its servants, employees or agents holds the correct level of security clearance, as defined in the Security Aspects Letter.

#### **5. CO-OPERATION FOR SECURITY INVESTIGATION**

5.1. Seller shall, and shall procure that any 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.

5.2. 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.

#### **6. PRECEDENCE**

6.1. 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:

6.1.1. Narrative Terms and Conditions of this CCR;

6.1.2. DEFCONs;

6.1.3. Should either party become aware of any conflicts or inconsistencies between any of the documentation they shall immediately notify the other party accordingly.