

**CUSTOMER CONTRACT REQUIREMENTS (CCR)
CUSTOMER CONTRACT: 701760450**

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1. General

1.1. For the purposes of the Defence Conditions (DEFCONs) referenced within this document, the following shall apply:

1.1.1. The term “Customer” shall mean the “United Kingdom Ministry of Defence (UKMoD)”.

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” shall mean 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 “Prime Contract” shall mean the contract between the Customer and Buyer.

1.1.7. The term “Prime Contractor” shall mean Boeing Defence UK Limited.

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

2. UK MOD Defence Conditions

2.1. The contract clauses identified at article 2.2 are additional requirements to any terms and conditions agreed between the parties. They are incorporated by reference from the Customer and apply to the extent indicated.

2.2. DEFCONs applicable to this contract:

DEFCON Number	DEFCON Edition	Title	Applicability
76	12/06	Contractor's Personnel at Government Establishments	Required for all contracts where there is an actual or possible requirement for a Seller to carry out work at a Government Establishments or HM Ships.
117	07/21	Supply of Information For NATO Codification and Defence Inventory Introduction	Required for all contracts that cover either the full development phase of a project, or for the manufacture of goods not identified with a NATO Stock Number (NSN). NOTE: This DEFCON 117 shall only become applicable to new parts that are introduced as a result of Supplier Statement of Work Sections 13 (Ad Hoc Tasking) and 14 (Contract Change Procedures) and only for parts in which the USG has decided not to create an NSN.

528	07/21	Import and Export Licences	Required for all contracts where there is an anticipation that import and export of goods will occur.
534	06/21	Subcontracting and Prompt Payment	Requires suppliers supporting deliverables under the Contract to insert provisions for payment within a specified period not exceeding 30 days from receipt of a valid invoice.
608	07/21	Access and Facilities to be provided by the Contractor	Requires suppliers to provide to the Authority's Representatives, following reasonable notice, reasonable access to its premises for monitoring the Contractor's progress and quality standards in performing the Contract.
611	02/16	Issued Property	Addresses the rights and obligations in respect of ownership, receipt, inspection and use of Customer owned property loaned under the Contract.
624	11/13	Use of Asbestos	Required for contracts for the design, development, production or supply of goods.
625	06/21	Co-operation on Expiry Of Contract	Required when the Customer may require the Contractor to assist with the transition of goods and/or services to the UK MoD or a different person.
647	04/19	Financial Management Information	Required for all contracts over £5M. NOTE: The requirements of this DEFCON will be satisfied by Seller's monthly payment plan to be agreed prior to Contract award.
658	09/21	Cyber	Requires suppliers to put in place cyber security controls specified in Def Stan 05-138 (Cyber Security for Defence Suppliers), as appropriate to the cyber risk level specified in the contract The Cyber Risk Level of the Contract is defined as Low, in accordance with Def Stan 05-138. NOTE: Supplier Statement of Work Section 16.2 (Information Assurance) shall apply.
697	07/13	Contractors On Deployed Operations	Required for all contracts that have an actual or potential requirement for the presence of Contractors, subcontractors and their employees working in a CONDO Applicable Area (CAA) designated for CONDO purposes by the Permanent Joint Headquarters (PJHQ) or Front Line Commands (FLCs). NOTE: This DEFCON 697 shall only become applicable when introduced as

			a result of Statement of Work Sections 13 (Ad Hoc Tasking) and 14 (Contract Change Procedures).
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3. UK MOD Defence Forms (DEFFORM)

3.1. The DEFFORMs listed below are incorporated by reference from the United Kingdom Ministry of Defense (UK MoD) and apply to the extent indicated.

3.1.1. DEFFORM 177 (Edn 03/80) – Design Rights and Patents (Sub-Contracts) Agreement
Seller should be aware that they will be required to agree the contents of this document directly with the Customer for the delivery of the items covered, if required.

3.1.2. DEFFORM 315 (Edn 02/98) – Contract Data Requirement
Seller should be aware that they will be required to agree the contents of this document directly with the Customer for the delivery of the items covered, if required.

3.1.3. DEFFORM 538 (Edn 12/17) – Import and Export Controls
Seller needs to provide details of any imports and exports for items not provided by the Customer. Seller will be notified when this task is required.

4. Not used

5. Standards

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

6. Co-operation for Security Investigation

6.1. The Seller shall notify the Buyer immediately if it becomes aware that an Employee or an accompanied emergency reactive worker has breached the provisions as stated within the Security Aspects Letter.

6.2. The Seller shall give reasonable assistance to the Authority and/or any other representative or adviser of the Authority for the purposes of carrying out any investigation that the Authority undertakes (acting reasonably).

6.3. In the event a breach of the provisions of the Security Aspects Letter occurs and that a service inquiry or significant occurrence is convened in accordance with the regulations from time to time in force to investigate such a matter, the Seller shall make available all relevant information and facilities including access for the purpose of reasonably immediate and detailed investigations.

6.4. In connection with any inquiry, the Seller shall take reasonable steps within its authority to make available any employee of the Seller whose evidence may assist the inquiry in reaching its findings, participates and gives evidence to the inquiry.

7. Sub-contracting

7.1. In the event that the Seller enters into any sub-contract in connection with this agreement it shall ensure sub-contracts include all such obligations as are required to enable the Seller to fulfil its obligations under the Contract, and shall enforce such terms.

8. Montreal Protocol Substances

8.1. Prior to Contract Award, the Seller shall either confirm in writing that No Montreal Protocol Substances are to be used in the performance of the Contract or provide a list to the Buyer specifying:

8.1.1. Any Montreal Protocol Substances to be used in the performance of the Contract;

8.1.2. The quantity of any such Montreal Protocol Substance; and,

8.1.3. Where any Montreal Protocol Substances shall be used or contained.

8.2. If at any time during the period of the Contract, the Seller changes the use of any Montreal Protocol Substances from such confirmation or such list, the Seller shall immediately provide to the Buyer an updated list.

9. Not Used.

10. Crisis Situations

10.1. Seller should be aware that Buyer may be required to provide the services detailed in the Contract in support of Customer determined crisis situations. This could require providing knowledge and expertise to Customer nominated 3rd parties. Seller would be required to support these situations.

10.2. Subject always to the provisions of any Boeing General Provision Force Majeure Article, Seller shall continue to provide all deliverables in peacetime and during periods of war, crisis, tension and other emergencies (whether or not involving hostilities).

11. Precedence

11.1. 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:

11.2. Narrative Terms and Conditions of this CCR;

11.3. DEFCONS;

11.4. Should either party become aware of any conflicts or inconsistencies between any of the documentation they shall immediately notify the other party accordingly, and use their reasonable endeavours to resolve them equitably.