

CUSTOMER CONTRACT REQUIREMENTS
Interim Aircraft Support Provider to P-8A Poseidon Aircraft
CUSTOMER CONTRACT 700023293

GENERAL

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 to effect the essential purpose of the DEFCON.

1.1.2. The term “BDS” shall mean Boeing Defence Space & Security.

1.1.3. The term “BGS” shall mean Boeing Global Services.

1.1.4. The term “BDUK” shall mean Boeing Defence UK Limited.

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

1.1.6. The term "Contract" shall mean this Contract.

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

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

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

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

1.1.11. 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 paragraph 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.
501	11/17	Definitions And Interpretations	The definitions within this DEFCON apply only to the other DEFCONs detailed in this document.

658	10/17	Cyber	Required for all contracts where the Cyber Risk Assessment has resulted in a cyber risk level of higher than Not Applicable. The Cyber Risk Level of the Contract is defined as Low, in accordance with Def Stan 05-138.
659A	02/17	Security Measures	Required for all contracts where any matter connected with the contract is to bear the Government Security Classification SECRET or above.
660	12/15	Reportable Official and Official-Sensitive Security Requirements	Required for all contracts where any matter connected with the contract is to bear the Government Security Classification OFFICIAL-SENSITIVE and requires a Security Aspects Letter (SAL).

3. QUALIFYING DEFENCE CONTRACTS (QDCs) AND QUALIFYING DEFENCE SUB-CONTRACTS (QSCs)

3.1. The Customer has assessed that the Prime Contract is defined as 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. For clarification, the DRA is only applicable to contracts placed by BDUK, and is not applicable to any BDS/BGS contracts placed with US suppliers.

3.2. 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.

3.3. 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 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.

3.4. 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:

DEFCON Number	DEFCON Edition	Title	Applicability
802	12/14	Qualifying Defence Contracts: Open Book on sub-contracts that are not Qualifying Sub-contracts	Required for any contract assessed to be a Qualifying Defence Contract (QDC). n.b. For the purposes of this contract, the published threshold value is reduced from £1M to £250k.
804	03/15	QDC: Confidentiality of SSCR Information	Required for in any contract assessed to be a Qualifying Defence Contract (QDC). n.b. For the purposes of this contract, the published threshold value is £250k.