

**CUSTOMER CONTRACT REQUIREMENTS
BRITISH CHINOOK HELICOPTER ENGINEERING SERVICES
CUSTOMER CONTRACT CS4D/1431**

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

TBD NOTIFICATION OF DEBARMENT/SUSPENSION AND EXPORT DATA CONTROL (AUG 2009). Seller shall provide immediate notice to Buyer in the event of being debarred suspended, or proposed for debarment by any Federal Agency during the performance of this contract.

(1) For the purpose of this clause,

(A) Foreign person is any person who is not a citizen of the or lawfully admitted to the for permanent residence under the Immigration and Nationality Act, and includes foreign corporations, foreign organizations, and foreign governments;

(B) Foreign representative is anyone, regardless of nationality or citizenship, acting as an agent, representative, official, or employee of a foreign government, a foreign-owned or influenced firm, corporation, or person; and

(C) Foreign sources are those sources (vendors, subcontractors, and suppliers) owned and controlled by a foreign person.

(2) Seller shall place a clause in subcontracts containing appropriate export control restrictions, set forth in this clause.

(3) Nothing in this clause waives any requirement imposed by any other U.S. Government agency with respect to employment of foreign nationals or export-controlled data and information.

(4) Equipment and technical data generated or delivered in the performance of this contract are controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 121 through 128. An export license is required before assigning any foreign source to perform work under this contract or before granting access to foreign persons to any equipment and technical data generated or delivered during performance (see 22 CFR Section 125). Seller shall notify Buyer and obtain the written approval of Buyer prior to assigning or granting access to any work, equipment, or technical data generated or delivered in the performance of this contract to foreign persons or their representatives. This notification shall include the name and country of origin of the foreign person or representative, the specific work, equipment, or data to which the person will have access, and whether the foreign person is cleared to have access to technical data (DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM)).

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1. Security of Data

a. Each of the parties shall:

i. ensure as far as reasonably practicable, that Data is properly stored, is not accessible to unauthorised persons, is not altered, lost or

destroyed and is capable of being retrieved only by properly authorised persons;

ii. ensure that, in addition to any security, proprietary and other information disclosure provision contained in the Contract, Messages and Associated Data are maintained in confidence, are not disclosed or transmitted to any unauthorised person and are not used for any purpose other than that communicated by the sending party or permitted by the Contract; and

iii. protect further transmission to the same degree as the originally transmitted Message and Associated Data when further transmissions of Messages and Associated Data are permitted by the Contract or expressly authorised by the sending party.

b. The sending party shall ensure that Messages are marked in accordance with the requirements of the Contract. If a further transmission is made the sender shall ensure that such markings are repeated in the further transmission.

c. The parties may apply special protection to Messages by encryption or by other agreed means, and may apply designations to the Messages for protective Interchange, handling and storage procedures. Unless the parties otherwise agree, the party receiving a Message so protected or designated shall use at least the same level of protection and protective procedures for any further transmission of the Message and its Associated Data for all responses to the Message and for all other communications by Interchange or otherwise to any other person relating to the Message.

d. If either party becomes aware of a security breach or breach of confidence in relation to any Message or in relation to its procedures or systems (including, without limitation, unauthorised access to their systems for generation, authentication, authorisation, processing, transmission, storage, protection and file management of Messages) then it shall immediately inform the other party of such breach. On being informed or becoming aware of a breach the party concerned shall:

i. immediately investigate the cause, effect and extent of such breach;

ii. report the results of the investigation to the other party; and

iii. use all reasonable endeavours to rectify the cause of such breach.

e. Each party shall ensure that the contents of Messages that are sent or received are not inconsistent with the law, the application of which could restrict the content of a Message or limit its use, and shall take all necessary measures to inform without delay the other party if such an inconsistency arises.

2. Authenticity of Messages

a. Each Message shall identify the sending party and receiving party and its authenticity shall be verified by the means specified in the Adopted Protocol.

b. The parties agree not to contest the authenticity, admissibility or enforceability of Messages under the provisions of any applicable law relating to whether certain agreements be in writing and signed by the party to be bound thereby. Messages, when printed from electronic files and records established and maintained in the normal course of business will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Integrity of Messages

- a.** The sending party shall ensure as far as is reasonably practicable that all Messages are complete, accurate and secure against being altered in the course of transmission and shall be liable for the direct consequences of any failure to perform his obligations.
- b.** Each party will accord all Messages the same status as would be applicable to a document or to information sent other than by electronic means, unless a Message can be shown to have been corrupted as a result of technical failure on the part of a machine, system or transmission line involved in the process of Interchange.
- c.** Upon either party becoming aware that a Message has been corrupted or if any Message is identified as incorrect then that party shall inform the other and the sending party shall re-transmit the Message as soon as practicable with a clear indication that it is a corrected Message.
- d.** The sending party shall not be liable for the consequences of a corrupted or incorrect transmission or any failure to re-transmit if the error is or should in all the circumstances be reasonably obvious to the receiving party. In such event the receiving party shall immediately notify the sending party thereof.
- e.** If the receiving party has reason to believe that a Message is not intended for him he shall notify the sending party and if so requested by the sending party shall, so far as is reasonably possible, Expunge from his system the information contained in such Message.

4. Acknowledgement of Receipt of Messages

- a.** Immediately upon receipt of a Message at its receipt computer, the receiving party's receipt computer shall automatically transmit a Functional Acknowledgement in return and additionally the sender may request an Acknowledgement of Receipt.
- b.** An Acknowledgement of Receipt is required unless stipulated in the Contract to the contrary.
- c.** Where an Acknowledgement of Receipt is required, the receiver of the Message to be acknowledged shall ensure that the acknowledgement or a rejection is sent within the time limit specified in the Contract, if no limit is specified, within a reasonable period of time.
- d.** Where an Acknowledgement of Receipt is required, if the sender does not receive the Acknowledgement of Receipt or rejection within the time limit applicable, or, if no time limit is specified, within a reasonable time, the sender may, upon giving notice to the receiver, treat the message as having no force or effect.
- e.** Acknowledgement in accordance with this clause shall not be deemed to constitute acceptance of any offer contained in any Message. Acceptance of an offer contained in any Message which is intended to create a legally binding obligation shall be in accordance with the provisions of the Contract.

5. Storage of Data

- a.** Each party shall maintain a Data Log or shall cause an intermediary to maintain a Data Log recording all Messages and Associated Data as sent and received without modification.
- b.** The Data Logs may be maintained as Data Files on computer or by other suitable means provided that a copy of the Data can be readily retrieved and presented in human readable form. Procedures to enable a secure means of archiving Data Logs shall be detailed in the Contract or agreed between the parties.
- c.** Each party shall be responsible for making such arrangements as may be necessary for the Data contained in its Data Log to be prepared as a correct record of the Messages and Associated Data as sent or received by that party. In the event that a party has destroyed its Data Log, the other party shall have no obligation to furnish it with any information recorded in its Data Log.
- d.** Each party shall ensure that:
 - i.** it has appointed an identifiable person responsible for the operation

and management of that party's data processing system concerned with the interchange of Messages; and

ii. the person responsible for the data processing system concerned with the Interchange of Messages, or such other person as may be agreed by the parties or required by law, shall certify that the Data Log and any reproduction made from it is correct and complete.

6. Virus Control

Each party and its intermediary (if any) shall operate at all times a virus control check for all Interchange of Messages.

7. LIABILITY AND INSURANCE

7.1. Contractor shall for the full term of the Contract maintain all necessary statutory insurance and other appropriate insurances in order to fulfil his requirements under the Contract.

7.2. If Contractor fails to effect and maintain the insurance(s) described above, he shall rectify any insurance cover shortfall, to the satisfaction of the Buyer within a period of three working days from the date of notification by the Buyer. In the event that the Contractor fails to meet the insurance requirements and fails to rectify any shortfall with the timescale detailed above, the Buyer shall have the irrevocable right to effect insurance cover and deduct the cost of the insurance obtained together with the cost of processing from any payment due to the Contractor under the Contract.

7.3. Contractor shall, on reasonable prior notice, provide a copy of the insurance(s) certificate(s) referred to above.

7.4. The Contractor shall at all times provide the Buyer with advance notice where he proposes any change to the insurance(s) or cover held.

7.5. The Contractor shall at all times provide the Authority with details of any risk he becomes aware of, which is outside of his control and could impact on his policy cover.

7.6. The Contractor shall be responsible for and keep the Buyer, including its servants, agents, representatives, employees and Sub-contractors fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liability made against or suffered or incurred in respect of personal injury, illness or disease (including injury, illness or disease resulting in death) or loss or damage to property and arising directly or indirectly out of any acts or omissions of the Contractor, his servants, agents or Sub-contractors in connection with the Contract, provided that its indemnity shall not apply to the extent that the Contractor is able to show that such injury, illness or disease, or loss or damage to property was caused or contributed to by the negligence or wilful default of the Authority or any government servant.

7.7. The Contractor shall consult the Buyer prior to pursuing any claim against a Third Party for loss of or damage to Government Property and shall notify the Buyer of the circumstances in which the loss or damage occurred and the estimated cost of repairs or replacements. No repair of damage for which a Third Party is responsible shall be executed without the prior consent of the Authority.

8. SUB CONTRACTORS

8.1 The Contractor shall provide the Buyer with full details of any sub-contractors he proposes to employ in order to fulfil any aspect of the services required under the Contract.

8.2 The Contractor shall provide the Authority with full details of any proposed changes to his sub-contracting requirements prior to implementing any such changes.

8.3 If the Contractor places a sub-contract for any aspect of work required under this Contract, he shall indemnify and keep the Buyer fully indemnified in respect of any claims, cost demands and liabilities of any kind whatsoever in connection with or arising out of the sub-contract that would not have arisen but for the sub-contract.

9. ACCIDENTS OCCURRING ON GOVERNMENT PROPERTY

9.1 The Contractor shall notify Buyer any accidents occurring during work being undertaken in connection with the Contract at Government sites by telephone immediately, giving the following information:

- a. Name of injured party.
- b. Date, time and place of accident.
- c. Injuries if any and degree of severity.
- d. Place(s) to which injured parties have been taken.
- e. Brief description of events leading to the accident.
- f. Other such information as the Authority may reasonably request.

9.2 The Contractor shall make available to the Buyer all relevant information and facilities, including access to his employees for the purpose of immediate and detailed investigations of any accident. If requested by the Buyer, the Contractor shall undertake such an investigation and submit a written report as requested.

10. PUBLIC RELATIONS

10.1 The responsibility for communicating with representatives of the popular and technical press, radio, television and other communication media on all matters concerning the Contract tasks and the Establishment as a whole is borne solely by the Buyer's customer.

10.2 The Contractor and his staff may not communicate on these matters with any communication media representative unless specifically granted permission to do so, in writing, by the Buyer.

