

PURCHASE ORDER ATTACHMENT T-PAVWY

This attachment is designed for use with awards under Prime Contract: ALMC1/3399

Certain contract clauses contained herein are identified by the term DEFCON, a number, and an Edition (Edn) date. These clauses may be found on the Internet at the following url address identified below. At the top of the UKMOD home page click on the DEFCONS link immediately under the header. This will link to a numerical index of existing DEFCONS.

www.dgcom.mod.uk

The following clauses (modified as indicated) are added to and made a part of the Purchase Order General Provisions effective for this Purchase Order:

1. INDEMNITY

The Subcontractor hereby agrees to indemnify the Authority and Raytheon against any claim, action or proceeding arising inside the US (on the understanding that the design only incorporates US registered patents) relating to use or infringement or alleged use or infringement (whether by manufacture, use, sale, or otherwise) of any patent, registered design, copyright, or other intellectual property arising in or out of the performance of the Contract or the supply or provision of articles or services to the Authority or Raytheon or the use by the Authority or Raytheon of any article, drawing, document or other information or service provided under the Contract, and the Subcontractor undertakes to be responsible for dealing with and settling, at his own expense, any such claim, action or proceeding. The Subcontractor shall keep Raytheon fully informed of the progress of any such claim, action or proceeding and shall not conclude any settlement thereof without first advising Raytheon of the terms proposed. The Authority and/or Raytheon reserves the right to intervene or assume responsibility at any time for the conduct of any such action or proceeding or consequent settlement. In such event, the intervening organization will bear any additional cost that arises beyond that which should have been reasonably incurred by the Subcontractor in such action, proceeding or settlement.

2. SECOND-HAND MATERIAL

a. If the Subcontractor wishes to meet the requirements of any part of the Contract by the supply or incorporation of material which is second-hand or has been previously used in any application the Subcontractor shall ensure that all deliveries incorporating such material are capable of meeting the full requirements, in terms of performance, life, wear, reparability and all other characteristics, of deliveries which do not incorporate such material.

b. If the Subcontractor supplies material in breach of sub-clause a. above and evidence of that breach is made available to Raytheon, Raytheon's acceptance of, or lack of objection to, such material shall not constitute a waiver of that breach except where agreed under the procedures specified in Defence Standard 05-61 Part 1, as called up in the Contract, covering Concessions and Production Permits.

3. POST YEAR 2000 - DATE COMPLIANCE DEFINITION

a. For a System (i.e. anything which is or which contains any computer hardware, software or firmware) or any part thereof to be date compliant it must not, as a result of reference to or reliance upon any date related information or data, fail to function correctly and consistently on any date and at any time. Without limitation to the generality of the foregoing, in particular the System shall comply with the following:-

- (1) no value for the current date as known to the System, which includes, where appropriate, the current day, week, month year and century, shall cause any interruption in the correct operation of the System;
- (2) processes involving the use of date information shall behave correctly and consistently and produce correct and consistent results when operating and in this respect, the use of algorithms and inferencing rules is permitted;

- (3) whenever date information is recorded, stored for retrieval, transmitted, exchanged or otherwise acted upon by the System it shall include a representation of century that is unambiguous;
- (4) whenever the System requires or allows user entry of date information the entry process shall be such that it is clear to the user;
 - (a) how to enter date information with the correct century; and
 - (b) where only a 2 digit entry is required exactly what value the System will assume for the century and how to override that assumption if necessary;
- (5) the calendar used by the System shall accurately reflect that used within the United Kingdom and in particular the year 2000 must be recognized as a leap year, with twenty nine days in February 2000, and the result of any process to determine the day of week shall recognize the 1st of March 2000 as a Wednesday.

4. SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL.

a. As a signatory to the Montreal Protocol on substances that deplete the Ozone Layer, signed on 16 September 1987, ("the Protocol", which expression shall include all amendments or adjustments to the Montreal Protocol ratified or accepted by the United Kingdom), Her Majesty's Government is committed to the reduction of the production and consumption of Controlled Substances as defined in the Protocol in accordance with the provisions of the Protocol. Therefore, Her Majesty's Government wishes to know where and in what quantities Controlled Substances will be incorporated in the Articles [deliverables] delivered under this subcontract.. Accordingly, you must provide, with your acceptance of this Offer a list specifying:-

- (1) All Substances identified in the list below entitled 'Montreal Protocol Substances', hereinafter referred to as the list or listed substances, (adopting the nomenclature used therein) contained in the Articles [deliverables] (including the packaging thereof, whether or not specified in the Contract), and
- (2) The quantity of each of the Substances listed contained in the Article [deliverables], and
- (3) Where in the Articles [deliverables] (including packaging) the Substances listed are contained, or
- (4) Confirm that you have a "Nil Return" in respect of (1), (2) and (3), above.

MONTREAL PROTOCOL SUBSTANCES

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

- CFC-500 (CFC-12/HFC-152a)
- CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

- Halon-1211 (bromochlorodifluoromethane - BFC)
- Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CH ₂ FBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃	
C ₂ HFBBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃	C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br	
C ₂ HF ₃ Br ₂	C ₃ HFBBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂H₃Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

5. SECURITY/NON-DISCLOSURE

a. The provisions of this Clause are based upon an Agreement between the Government of the United Kingdom and the Government of the United States and shall apply to the extent that this Contract involves access to or possession of information to which a security classification has been assigned by the Government of the United Kingdom.

b. Raytheon will notify the Subcontractor separately of any classified aspects of this Contract by means of a Security Aspects Letter appended to each Tasking Order.

c. Irrespective of security classification, information including drawings, specifications, and, information in any other form issued by Raytheon in connection with this Contract:

- (1) shall be treated as having been disclosed "in confidence";
- (2) shall not be disclosed to any third party without prior written consent of Raytheon;
- (3) shall not be used by any person for any purpose other than that for which it was provided; and
- (4) shall be returned to Raytheon on demand or when the Contract is completed or terminated.

d. The Subcontractor agrees to keep in confidence all matters relating to this Contract and to prevent any publicity concerning its existence or content.

e. The Government of the United Kingdom shall assign a security classification to each of the aspects of classified information which is furnished, or which is to be developed, under this Contract and shall advise the Defence Investigative Service, Attn: Deputy Director (Industrial Security) of such aspects and their security classification. If classified information is disclosed orally pursuant to a visit to the Subcontractor by or on behalf of the Government of the United Kingdom, the Subcontractor shall be informed of such security classification. The Defence Investigative Service (DIS) shall ensure that appropriate classification guidance is obtained for each aspect of United Kingdom (UK) classified information which is furnished, or which is to be developed, under the Contract and that such information is assigned an equivalent United States (US) security classification. The Government of the United Kingdom shall keep current all security classifications, and inform the Defence Investigative Service. Attn: Deputy Director (Industrial Security) of any changes thereto. Each classified aspect of this Contract shall be safeguarded by the Subcontractor as US classified information of an equivalent security classification category as set forth in the following tables of equivalent security categories.

Table of Equivalent Security Classification Categories:

United Kingdom	United States
UK TOP SECRET	TOP SECRET
UK SECRET	SECRET
UK CONFIDENTIAL	CONFIDENTIAL
UK RESTRICTED	FOR OFFICIAL USE ONLY

f. Such information shall be subject to the provisions of UK laws and regulations. Classified information produced or reproduced in the US in connection with UK classified contracts shall be marked with the assigned classification markings of both countries as provided. The markings shall be applied in the manner prescribed in the regulations of the country in which the information is produced or reproduced.

g. The Subcontractor shall make no use of any US classified information in connection with this contract, except with the express written authorisation of the US agency responsible for the US classified information.

h. UK classified information furnished or developed in the performance of this Contract shall not be used for any other purpose without the express written authorisation of the UK agency responsible for the UK classified information.

i. To the extent that aspects of this Contract have been or may be assigned a security classification as provided in the aforementioned table of equivalent security classification categories, the US Subcontractor shall safeguard all classified aspects of this Contract and shall provide and maintain a system of security controls within his own organisation in accordance with the requirements of:

(1) The Department of Defence Security Agreement (DD Form 441) between the Subcontractor and the Government of the United States, including the Department of Defence Industrial Security Manual for Safeguarding Classified Information as in effect on the date of this Contract.

(2) Any amendments to said Manual made after the date of this Contract, notice of which has been furnished to the Subcontractor by the Cognizant Security Office.

j. Representatives of the Cognizant Security Office shall be authorised to inspect at reasonable intervals the procedures, methods, and facilities utilised by the Subcontractor in complying with the security requirements under this Contract at locations within the UK. Should the Government of the United Kingdom determine that the Subcontractor is not complying with the security requirement of this contract, the Subcontractor shall be informed in writing through the Cognizant Security Office of the proper action to be taken in order to effect compliance with such requirements. When UK classified material is, or is likely to be, at risk DHQSy shall be advised accordingly.

k. If subsequent to the date of this Contract, the security classifications or security requirements under this Contract are changed by the Government of the United Kingdom or by the Government of the United States and the Security costs under this Contract are increased or decreased, the Contract price shall be subject to an equitable adjustment by reason of such increased or decreased costs.

l. The Subcontractor agrees to insert security provisions which conform substantially to the language of this Clause, including this paragraph in all subcontracts awarded to the Subcontractors hereunder which involve access to classified information. In the event the Subcontractor proposes to award a subcontract to other than a US Subcontractor, prior permission must be obtained from the Government of the United Kingdom, which, if it approves of such a Contract, will provide an appropriate security requirements clause.

m. The Subcontractor also agrees that he shall determine that any subcontractor proposed by him for the furnishing of supplies and services which will involve access to UK classified information in the Subcontractor's custody has:

(1). If located in the US, a current US Department of Defence facility security clearance at the appropriate level and the ability to safeguard classified information properly prior to being afforded access to such classified information; or

(2). If located in any other country, been approved by the Government of the United Kingdom to have access to its classified information prior to being afforded such access.

n. Classified information and material furnished or generated pursuant to this Contract shall be transferred through government to government channels or other channels specified in writing by the Governments of the United States and the United Kingdom and only to persons who have an appropriate security clearance and an official need for access to the information order to perform on the Contract.

o. All cases in which it is known, or there is reason to believe, that classified information or material furnished or generated pursuant to this Contract has been lost or disclosed to unauthorised persons, shall be reported promptly and fully by the relevant party to its Government's security authorities.

6. UKMOD DEFCONS APPLICABLE TO THIS ORDER

- a. DEFCON 516 (Edn 9/97) Racial Discrimination [applicable to all UK contractors only]
- b. DEFCON 531 (Edn 10/97) Disclosure of Information
- c. DEFCON 534 (Edn 6/97) Prompt Payment (Subcontractors)
- d. DEFCON 609 (Edn 10/98) Contractors Records

7. QUALITY ASSURANCE

This clause applies to the following suppliers only:

Portsmouth Avionics Ltd. (PAL)

MBM Technology Ltd. (MBM)

Raytheon Systems Ltd. (RSL)

a. The Subcontractor is advised that all requirements of this contract may be subject to Government Quality Assurance (GQA) to the satisfaction of the United Kingdom Quality Assurance Authority (UKQAA) or his authorised representative who will inform the Subcontractor of any GQA activities to be performed. The Subcontractor shall ensure that the Contract is carried out in conformity with the following Quality Assurance requirements.

b. Quality requirements for this Contract shall be: -

(1) **AQAP 110** – NATO Quality Assurance Requirements for Design, Development and Production.

(2) **Defence Standard 05-61** Quality Assurance Procedural Requirements:

Part 1 Issue 3 dated 27 February 1998; Deviations/Production Permits & Waivers/Concessions; Quality Assurance of sub-contract work.

- (3) ***Defence Standard 05-123** latest amendment – Technical procedures for the procurement of aircraft, weapon and electronic systems.
- (4) **ISO 10012-1** - Quality Assurance requirements for measuring equipment.
- (5) **Defence Standard 00-56** Part 1, Issue 2 dated 13 December 1996; Safety management requirements for defence systems.
- (6) **Defence Standard 00-40** Parts 1 to 8, latest Issue; Management of Reliability and Maintainability
- (7) **Defence Standard 05-97** Issue 1 dated 11 August 1995; Requirements for Deliverable Quality Plans. (Checklist issued without prejudice.)
- (8) **Defence Standard 05-57** Issue 3 dated 30 July 1993; Configuration Management.
- (9) **Defence Standard 05-10** Issue 4 dated 6 July 1990; Drawing Procedure. If the company wish to use their own procedure, full details must be provided for approval. (Note this only applies to drawings to be delivered under the contract.)
- (10) **Defence Standard 05-95** Issue 3 dated 23 June 1995; Quality system requirements for Design, Development, Supply and Maintenance of Software.

* This Defence Standard is to be used as a guide

d. STANAG 4107 Edition 5 26 June 86 Mutual Acceptance of Government Quality Assurance applies.

e. The ALM QA focal point to whom any QA queries should be referred is:

ALM QA2,
Room W025,
Swales Pavilion,
RAF Wyton,
Huntingdon, Cambs.
PE28 2EA.
01480 452451 Ext 8084

10. LIQUIDATED DAMAGES

This clause applies only for the following item(s) and associated subcontractor s

Item: Weapon Harnesses - Subcontractor: Woven

a. It is recognized by the parties that in the event that any of the Articles (items), which the Subcontractor is required supply under this subcontract, are not delivered at the time required under this subcontract, that Raytheon will suffer loss and damage thereby.

b. It is further recognised that all such loss or damage will, having regard to the governmental and non-commercial purposes for which those Articles are being supplied, either be impossible to quantify comprehensively in financial terms or that it will be complex, difficult and expensive to do so and that governmental loss and damage from delayed delivery does not admit of precise proof or calculation.

c. Accordingly it is hereby agreed, but without prejudice to any other rights of Raytheon under this Contract, that in the event of such delay in delivery of Articles (items):

(1). the Subcontractor shall be liable to pay to Raytheon by way of liquidated damages a sum amounting to the loss or damages imposed upon Raytheon by its customer due to late delivery. This sum is \$450 per day per item for each days delinquency over 15 days, but limited to a maximum of \$2,700 per item.

(2). that the agreement under this Condition shall be irrevocable in the absence of agreement in writing between the Subcontractor and Raytheon to vary the provision,

(3). that the said sum represents a reasonable pre-estimate of the loss or damage likely to be sustained by Raytheon in the event of such failure in delivery.

d. The provisions of this Clause or Condition are, as stated, without prejudice to any other rights of Raytheon under the subcontract and in particular those under Buyer;s Standard Terms and Conditions, Article 5. Termination for default.

e. No payment or concession to the Subcontractor by Raytheon or other act or omission of Raytheon shall in any way affect the rights of Raytheon to recover the damages or be deemed to be a waiver of the right of Raytheon to recover such damages unless a waiver has been expressly stated in writing by Raytheon.