

**Annex 23**  
**Provision of Specialist Assistance & Maintenance**  
**To the Nuclear Weapons Road Convoy**

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## PART I - SCHEDULE OF REQUIREMENTS (SOR)

### 1.1 The Schedule of Requirements

	SCHEDULE OF REQUIREMENTS FOR	
	THE PROVISION OF SPECIALIST ASSISTANCE IN RELATION TO ROAD TRANSPORT SERVICE OF NUCLEAR WEAPONS AND MAINTENANCE OF THE NUCLEAR WEAPON ROAD CONVOY INCLUDING MAINTENANCE OF THE NUCLEAR WEAPON MISSION CRITICAL ROAD CONVOY VEHICLES	
	<b>Requirement</b>	Total Price
	The provision of the following services in accordance with the Statement of Technical Requirements for the Road Transport of Nuclear Weapons and Maintenance of the Nuclear Weapon Road Convoy	Prices to be in accordance with Annex A as adjusted by Annex B (Performance Mechanism)
	<b>Convoys</b> – Operation and Support	
	<b>Training</b> –Required staff to be Convoy Liable	
	<b>(iii) Maintenance</b> – Vehicles and Equipment	
	Conditions of Contract: Attached at Part I and supplementary Annexes	

### CONDITIONS OF CONTRACT

Under this Contract in relation to any power, duty, discretion, decision, obligation or similar matter to be exercised, observed, performed or taken by the Authority (including without limitation where the Contract provides that the Authority has sole discretion) the Authority shall and shall procure that its Officers, representatives or other persons acting on its behalf act reasonably, and the Contractor shall act reasonably in undertaking its obligations.

General Conditions of Contract

Should there be any discrepancy between aspects of the documentation under this Contract then (subject as otherwise expressly provided in the Contract) the order of precedence of the documentation shall be as follows

- a. The Special Conditions of Contract (Part I)
- b. The General Conditions of Contract (Part I)
- c. The Statement of Technical Requirements (Part II)
- d. The Addresses and other information – DEFFORM 111 (Part III)

To the extent that any discrepancy, inconsistency or error exists in the text of the Contract Document, the Parties will agree the method of dealing with such discrepancy, inconsistency or

[REDACTED]

error so as to maintain the Authority and the Contractor in no better and no worse a position than otherwise they would have been. To the extent that any issues arise therefrom they will be dealt with by the Parties under the change procedures set out in Special Condition of Contract 33.

1. The Contractor shall notify the Authority of an occurrence in relation to the business of the Contractor or of the Parent Companies as in the reasonable opinion of the Contractor or the Parent Companies could reasonably be expected to cause adverse publicity to the Contractor, the relevant Parent Company in relation to this contract or the Authority such notification to be given by the Contractor to the Director Strategic Weapons or his nominated representative as soon as reasonably practicable (and if possible within 48 hours) after the occurrence. Non compliance with this clause shall not be a reason for termination of the Contract nor shall it affect any payments to be made under this Contract.

[REDACTED]

In this Contract the definitions set out in Annex G shall apply.

1.1 The following Contract conditions (DEFCONs) shall apply:

DEFCON 5 (Edn 11/92)	-	MOD Form 640 - Advice and Inspection Note
DEFCON 17 (Edn 6/97)	-	Selection of Electronic and Associated Electrical Components for Defence Equipment
DEFCON 23 (Edn 4/98)	-	Special Jigs, Tooling and Test Equipment
DEFCON 68 (Edn 02/07)	-	Supply of Hazardous Articles and Substances
DEFCON 76 (Edn 12/06)	-	Contractor's Personnel at Government Establishments.
DEFCON 92 (Edn 8/90)	-	Failure of Performance
DEFCON 114A (Edn 9/86)	-	Transport Arrangements and Consignment Instructions (Navy Contracts)
DEFCON 117 (Edn 05/06)	-	Supply of Documentation for NATO Codification Purposes
DEFCON 129 (Edn 07/08)	-	Packaging (For articles other than Ammunition and Explosives)
DEFCON 129J (Edn 05/03)	-	The use of the Purchase to Payment (P2P) Delivery Label Form
DEFCON 501 (Edn 04/04)	-	Definitions and Interpretations
DEFCON 502 (Edn 9/97)	-	Specifications
DEFCON 503 (Edn 06/08)	-	Amendments to Contracts
DEFCON 507 (Edn 10/98)	-	Delivery
DEFCON 509 (Edn 9/97)	-	Recovery of Sums Due
DEFCON 513 (Edn 05/08)	-	Value Added Tax
DEFCON 515 (Edn 10/04)	-	Bankruptcy & Insolvency
DEFCON 516 (Edn 06/04)	-	Racial Discrimination
DEFCON 518 (Edn 9/97)	-	Transfer
DEFCON 520 (Edn 07/05)	-	Corrupt Gifts and Payments of Commission
DEFCON 522J (Edn 05/03)	-	Payment under P2P
DEFCON 523 (Edn 3/99)	-	Payment of Bills Using the Bankers Automated Clearing Service (BACS)
DEFCON 524 (Edn 10/98)	-	Rejection
DEFCON 525 (Edn 10/98)	-	Acceptance
DEFCON 526 (Edn 08/02)	-	Notices
DEFCON 527 (Edn 9/97)	-	Waiver
DEFCON 528 (Edn 10/04)	-	Overseas Expenditure and Import Licence
DEFCON 529 (Edn 9/97)	-	Law (English)
DEFCON 530 (Edn 07/04)	-	Dispute Resolution (English Law)
DEFCON 531 (Edn 05/05)	-	Disclosure of Information
DEFCON 534 (Edn 6/97)	-	Prompt Payment (Sub-Contracts)

DEFCON 601 (Edn 10/04)	-	Redundant Materiel
DEFCON 604 (Edn 11/04)	-	Progress Reports
DEFCON 605 (Edn 6/97)	-	Financial Reports
DEFCON 608 (Edn 10/98)	-	Access and Facilities to be Provided by the Contractor
DEFCON 609 (Edn 10/98)	-	Contractor's Records
DEFCON 611 (Edn 06/06)	-	Issued Property
DEFCON 612 (Edn 10/98)	-	Loss of or Damage to the Articles
DEFCON 614 (Edn 09/03)	-	Default
DEFCON 624 (Edn 04/00)	-	Use of Asbestos
DEFCON 642 (Edn 6/97)	-	Progress Meetings
DEFCON 644 (Edn 10/98)	-	Marking of Articles
DEFCON 649 (Edn 7/99)	-	Vesting
DEFCON 656 (Edn 03/06)	-	Break
DEFCON 659 (Edn 9/97)	-	Security Measures (See Condition 30)
Ministry Form 245 (Issue May 1988)	-	Issue of Equipment or Stores from Navy Department Stocks

**Notes:**

DEFCON 656 - Break for the purposes of Clauses (1) and (6) (b) of this Condition the periods shall be 3 months and 2 months respectively.

For the purposes of this Contract Articles shall be taken to mean Services and Vice Versa.

**Special Conditions of Contract**

**Condition 1 - Scope**

1. The Contractor, as an independent contractor and not as an agent of the Authority, save as otherwise expressly provided in this Contract, shall upon the terms and conditions stated herein provide Specialist Assistance in relation to the Road Transport of Nuclear Weapons and the Maintenance of the Nuclear Weapons Road Convoy (referred to hereinafter as the "Requirement") in accordance with the Contract.

2. The Contractor shall undertake, the activities set out in this Contract.

**Condition 2 - Duration of the Contract**

1. This Contract shall come into force at and with effect from 8<sup>th</sup> April 2000 (referred to hereinafter as "the date of Contract Commencement" or "the Commencement Date") save for obligations expressly undertaken by the parties prior to that date and shall unless terminated earlier pursuant to any other provision of this Contract continue until 31 March 2013 and at the end of such term shall automatically expire subject as set out below. In any event the Authority and the Contractor shall not less than 18 months before the expiration of this Contract meet to discuss and agree whether this Contract is to be extended for a further period or is to expire according to its terms. If the former, the Authority and the Contractor shall discuss and agree the terms of any such extension. In any event, the Authority shall have the option to extend the Contract period, subject to terms and conditions being agreed by the Parties, for all of the services for a period of up to three years in periods of not less than 12 months duration, if exercised by notice in writing to the Contractor not later than six months prior to the extant completion date. Periods in excess of three years will be subject to agreement between the Parties.

2. In the event that the Authority elects to conduct a competition to place a successor contract, the Contractor shall aid the Authority in the formulation of the Request for Quotation (RFQ) or Invitation to Tender (ITT) through to contract award, the Contractor will be entitled to recover the additional costs associated with the performance of any such tasks. Provided that the Contractor has performed its obligations hereunder to the satisfaction of the Authority (to be determined at the sole discretion of the Authority), the Contractor will be considered for inclusion on the tender list for any competitive exercise run in connection with a future contract for the operation of Nuclear Weapons Road Convoys.

**Condition 3 - The Contractor**

1. In the event of termination of the Contract between AWE Management Limited and the Authority relating to the Management and Operation of AWE dated 1<sup>st</sup> December 1999 (Contract No. NUC41A/5001) for any reason, this Contract shall automatically terminate with immediate effect unless agreed otherwise. Such termination shall be without prejudice to any claim or right arising prior to the date of such termination.

**Condition 4 - Assets And Facilities**

1. The Authority shall make available vehicles, plant, equipment and machinery for this Requirement. This is as listed in Annex D (the "Vehicles and Equipment").

2. At all times during the term of this Contract the Authority will make available free of charge to the Contractor on an exclusive basis the Vehicles and the Equipment subject to the terms and conditions hereinafter contained for the purpose of complying with its obligations hereunder and so as to enable this Contract to be performed. It is agreed by the parties that the Vehicles shall only be used for Convoy related activities and not for any other purpose.

3. The Contractor shall be entitled to the benefit of any guarantee or services in respect of any part of the Vehicles and/or Equipment which may be or have been given to the Authority by any third party who shall have provided any part of the Vehicles and/or Equipment (to the extent that the Authority is not prohibited from transferring any such benefit or is unable to do so) and the Contractor shall be entitled to any benefit received by the Authority as a result of enforcing any such guarantee which enforcement shall be at the instigation of the Contractor.

4. The Authority warrants that all Vehicles and Equipment and other items supplied by the Authority to the Contractor pursuant to this Contract will:-

- a) be provided in a timely manner so as to allow the Contractor to perform its obligations hereunder;
- b) and will be of satisfactory quality in working order and in compliance with all applicable Laws as at the time of delivery.

5. Following signature of this Contract the Contractor shall carry out a survey of the Vehicles and Equipment. Such survey shall be carried out as soon as possible and in any event shall be completed on or before 31<sup>st</sup> July 2000. On completion of the survey the Contractor shall deliver a report to the Authority setting out the results of the survey. The report shall be subject to approval of the Authority (such approval not to be unreasonably withheld or delayed) and in any event the Authority shall be deemed to have approved the survey report if such approval or rejection is not given to the Contractor in writing within 14 days of the Authority receiving the same. In the event that the survey report is not approved by the Authority then any dispute shall be resolved in accordance with Condition 34 of this Contract. If the survey report (as approved by the Authority or agreed or determined by the parties pursuant to Condition 34 of the Contract) shows (a) that the Authority is in breach of clause 4 of this Contract and/or (b) that the items surveyed does not include each of the Vehicles and Equipment then the parties shall agree an adjustment to the fees payable to the Contractor under this Contract in accordance with Condition 33 (Change Procedure) so as to compensate the Contractor for all additional costs and expenses incurred by the Contractor in replacing or repairing any missing or defective items.

6. In relation to the Vehicles and Equipment, it is agreed that the Authority shall provide all modification kits and will reimburse the Contractor for any additional costs incurred by the Contractor in connection with any modification work required by the Authority. The same principle will apply to any replacement radio or other specialist equipment

7. Provision of additional or replacement Vehicles or Equipment

7.1 If at any time during the continuance of this Contract:-

7.1.1 the Contractor notifies the Authority that it requires an additional vehicle or item of plant, machinery or equipment and in such notification gives reasons why it considers it necessary or desirable for such additional item to be made available to the Contractor, and the Authority, in its sole discretion, agrees that it is necessary or desirable for the item to be made available to the Contractor; or

7.1.2 the Authority notifies the Contractor that the Authority in its sole discretion considers that it may be necessary or desirable that the Contractor should have the use of an additional item of plant machinery or equipment the Authority shall as soon as reasonably practicable obtain and provide the item in question.

7.2 If at any time during the continuance of this Contract:-

7.2.1 the Contractor notifies the Authority that it believes that any Vehicle or item of Equipment should be replaced and in such notification gives reasons why it considers such replacement to be

necessary or desirable, and the Authority, in its sole discretion, agrees that the item should be replaced; or

7.2.2 the Authority notifies the Contractor that the Authority, in its sole discretion, considers (whether as a result of any inspection, examination or survey it has carried out or otherwise) that any item should be replaced and the Authority is satisfied that the Contractor has justified a continued need for such item

the Authority shall obtain and provide a replacement PROVIDED ALWAYS THAT in relation to the following items the Authority shall be obliged to promptly replace (and shall not be entitled to refuse a request to replace the same) in accordance with the replacement program set out in the Statement of Technical Requirements (SOTR) or if sooner where the relevant item is incapable of economic repair or is obsolete or is unsafe or is non-compliant with any applicable Laws or regulations:

TCHDs and Trailers

CSVs and Trailers

Fire Tenders

Recovery Vehicles and Trailers

Radio and Communications Equipment (Schedule to be agreed)

All changes introduced as a result of clauses 4 to 7 inclusive shall be in accordance with Condition 33.

7.4 Pre-Existing Conditions

Notwithstanding any other provision of this Contract the Contractor shall not be liable for and the Authority shall indemnify the Contractor against any liability including without limitation a claim involving strict or absolute liability and any suit, fine or penalty, expense or cost which may be incurred by, imposed on, or asserted against the Contractor arising out of any event, circumstance, occurrence, state of affairs, condition, design defect, defect or failure to maintain, mis-use, act or failure to act including without limitation Pollution or Contamination in relation to all or any of the Premises, Plant and Machinery, Vehicles, Equipment, which occurred, accrued or existed before the date of Contract commencement.

**Condition 5 - Personnel**

1. It is the intention of the parties that all staff engaged by the Authority in connection with the services prior to such services being provided by the Contractor pursuant to this Contract will be re-deployed by the Authority. Accordingly, there will be no persons employed in connection with the services by the Authority immediately prior to the date when such services are to be provided by the Contractor and for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 1981 (the "Regulations") no transfer shall apply.

2. Notwithstanding clause 1 if, following commencement of the Contract in relation to any person engaged or previously engaged by the Authority (a "Transferee"), any Industrial Tribunal or court of competent jurisdiction determines (or the parties agree) that a transfer of an undertaking for the purpose of the Regulations has occurred and that as a result the Transferee's terms of service are found to have effect pursuant to the Regulations as if they had originally been made with the Contractor then:-

- a) in consultation with the Contractor, the Authority will within five days of being so requested by the Contractor, make the Transferee an offer in writing to reengage that individual with effect from the termination referred to below; and

b) that offer of re-engagement will be on the terms and conditions which, when taken as a whole, do not materially differ from the terms and conditions of engagement of that Transferee.

3. Upon that offer being made or at any time after the expiry of ten days from a request by the Contractor to the Authority to make that offer, the Contractor may terminate the employment or engagement of the Transferee and the Authority shall indemnify the Contractor against all claims, liabilities, losses and expenses (including without limitation any salary or other emoluments or payments in lieu of notice) in connection with the employment or engagement of that Transferee.

**Condition 6 - Entire Agreement**

1. It is acknowledged that the Contract constitutes the entire Contract between the Parties and supersedes all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the Contract.

2. The Authority and the Contractor both acknowledge that:

2.1 it does not enter into the Contract on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made or agreed by any person (whether a party to this Contract or not) except those expressly repeated or referred to in the Contract and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Contract;

2.2 this Clause shall not apply to any statement, representation or warranty made fraudulently, or to any provision of the Contract which was induced by fraud, for which the remedies available shall be all those available under the law governing this Contract.

**Condition 7 - Other Work For The Authority and Others**

1. In addition to work already placed by the Authority under this Contract, the Contractor may seek and carry out other work for the Authority, but the Authority shall not be obliged to invite the Contractor to tender for any such other work. The Contractor shall obtain the prior written consent of the Authority before carrying out any such work if it involves use of the facilities, plant or equipment licensed under this Contract.

**Work For Persons Other Than The Authority**

2. The Contractor shall not carry out work of any description using the facilities, plant or equipment licensed under this Contract other than for the Authority (including, for the avoidance of doubt, any Department of Her Majesty's Government other than the Authority and including any agency of the Authority), subject to the provisions of clause 1 above.

**Condition 8 - Pricing & Payment**

1. The firm Total price payable in each year shall be as set out in the schedule of Prices attached at Annex A to this Contract and as amended by the provisions herein.

2. [REDACTED]  
2.1 [REDACTED]  
2.2 [REDACTED]  
2.3 [REDACTED]

3. Payment for any work undertaken under the Change Procedure (set out in Condition 33) shall be paid on completion of all work undertaken in accordance with the Change Control Notice unless agreed otherwise in the formal amendment to Contract.

4. [REDACTED]

	Years 1 & 2	Years 3 & 4	Years 5 & 6	Years 7 - 13
Percent age	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

5. Payment of the firm Total Price payable in each year of the Contract shall be in 12 equal monthly payments in arrears.

6. In order to obtain payment the Contractor shall, upon completion or performance of the Contract (or of any part of the Contract for which the Contractor is entitled to payment) submit an AG 173 to the Representative of the Authority set out in Annex C to this Contract (Authorised Officers). The Contractor shall complete and dispatch the AG 173 in accordance with any instructions shown on the Relevant Form or elsewhere in the Contract.

7. Upon receipt of the AG 173, the Authority shall without delay either:

- a) complete and return the AG 173, showing Payment Approval, to the Contractor;
- or
- b) notify the Contractor in writing, giving reasons why it considers Payment Approval may be withheld.

8. The Contractor shall submit all claims for payment to the Bill Paying Branch, using a properly completed DAB Form 10 enclosing all AG 173's showing Payment Approval

9. All valid, properly completed claims for payment submitted to the Bill Paying Branch in accordance with this Condition shall be paid by the Authority on or before the Relevant Day.

10. Notwithstanding any statement to the contrary on the AG 173, Payment Approval shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies either under the Contract or otherwise.

11. Where and to the extent that the debt would otherwise be a "qualifying debt" under the Late Payment of Commercial Debts (Interest) Act 1998 ("the Act"):

- a) the interest provided for by this Condition is a contractual remedy and is not statutory interest. Therefore, to the extent permissible by law, the provisions of the Act relating to statutory interest shall not apply to the Contract;
- b) from the day after the Relevant Day and thereafter until payment is made, simple interest at a rate calculated in accordance with sub-clause 11 c) of this Condition, may be claimed by the Contractor on the value of all valid claims for payment (or unpaid parts thereof),
- c) without prejudice to sub-clause 11 a) of this Condition, the rate of interest referred to in sub-clause 11 b) of this Condition shall be the prevailing rate of statutory interest (as defined in the Act) on the Relevant Day;
- d) no interest shall be payable for any period of delay attributable to the conduct of the Contractor;
- e) all claims for interest made pursuant to this Condition shall be notified in writing to the MOD Commercial Officer shown at box 1 of the Appendix; and
- f) any interest pursuant to this Condition shall not form a part of the Contract Price and, as a remedy for late payment, shall not be subject to VAT.

12. If and to the extent that any term of this Condition shall be held to be, or to cause the Condition or Contract to be, void, invalid, unlawful or unenforceable, such term shall, to that extent, be omitted from this Condition and the rest of the Condition shall stand.

13. In this Condition:

- a) "the Appendix" means the completed DEFFORM 111 appended to the Contract;
- b) "the consignee" and "the Bill Paying Branch", shall be determined by reference, respectively, to boxes 9, 11 of the Appendix;
- c) "Payment Approval" means completion by the Representative of the Authority, including signature where required, of the appropriate parts of the AG 173, sufficient for submission as a claim for payment;
- d) "the Relevant Day" means the day which is 30 days after the later of:
  - i) the day upon which a valid request for Payment Approval is received by the Authority in accordance with Clause 9 of this Condition; and
  - ii) the date of completion or performance of the part of the Contract to which the request for Payment Approval relates.

The 30 days referred to in this sub-clause shall be exclusive of the number of days that elapse from the date the Contractor receives an AG 173 showing Payment Approval to the date the Bill Paying Branch receives a valid, properly completed claim for payment;

14. Where and to the extent that the Housing Grants Construction and Regeneration Act 1996 applies to the Contract:

- a) a payment becomes due under the Contract on the day which is the later of:
  - i) the day upon which a valid request for Payment Approval is received by the Authority in accordance with Clause 4 of this Condition; and
  - ii) the date of completion or performance of the part of the Contract to which the request for Payment Approval relates.
- b) The final date for payment in relation to any sum, which becomes due under the Contract is the Relevant Day.

**Condition 9 - Variation of Price (VOP)**

1. Variation of Price (VOP) will be determined by an RPI + 1.25% formula.
2. The RPI index applied shall be RPI(Y). The RPI(Y) Index excludes mortgage interest payments and indirect taxes. This can be found in Table 18.3 of Monthly Digest of Statistics and the three monthly average for September will be used.

The Contract Prices from 1 April 2005 ie from years 6 to 13, as set out in Annex A, shall be escalated from their base value of September 2000 to September of the relevant year as shown in the following table:

Contract Price in Year	Base Year in Annex A	Year to be escalated to under VOP
1	September 2000	N/A
2	September 2001	N/A
3	September 2002	N/A
4	September 2003	N/A
5	September 2004	N/A
6	September 2000	September 2005
7	September 2000	September 2006
8	September 2000	September 2007
9	September 2000	September 2008
10	September 2000	September 2009
11	September 2000	September 2010
12	September 2000	September 2011
13	September 2000	September 2012

4. The prices stated at Annex A to this Contract for Years 6-13 are FIXED at September 2000 price levels. The prices do not include provision beyond this date for increases or decreases in the market price of the Articles being purchased or Services being provided. Any such variation shall be calculated for each year in accordance with the Variation of Price (VOP) formula described herein.

For the purposes of calculating VOP the base index shall be the 3 monthly average index for September 1999.

The VOP formula for escalating from Year  $n$  to Year  $n+1$  is:

$$V = (M_{n+1} / M_n) + 0.0125 \text{ and;}$$

Price for Year  $n+1$  =  $V \times$  Price for Year  $n$  where;

$V$  = represents the variance multiplier and;

$M_n$  represents the three monthly average for RPI at September in Year  $n+1$  and;

$M_{n+1}$  represent the three monthly average for RPI at September in Year  $n$ .

To determine the Price for Year 6 the base price, as set out in Annex A or as otherwise determined by the provisions of this Contract, the VOP formula shall be applied to escalate the base price in Year on Year manner from the base index of September 1999 to September 2004. The resulting price as determined shall be deemed to be the Year 6 price. For the avoidance of doubt year on year shall mean the escalation shall be calculated in steps of one year from Year 1 to Year 6 with the calculated price being the price to be escalated in each subsequent year.

Prices for Year 7 only and subsequent years shall be determined in the same manner as for Year 6 from the base index to September 1999 and for the required number of years.

In the event that any changes occur in the basis of any of the indices (e.g. a change in datum or a revised statistical base), during the period of the Contract and before adjustment of the final Contract prices, or should the Tables referred to cease to be published, the Authority and the Contractor shall agree a fair and reasonable adjustment to the relevant Index, or, if appropriate, shall agree revised formulae which will have substantially the same effect as those specified herein.

#### Condition 10 - Price Settlement in the Event of Contract Termination

1. In the event that this Contract is determined under the terms of DEFCON 656, (without prejudice to any other Conditions regarding determination), the price payable in respect of the work shall be the costs and appropriate charges properly incurred for the purposes of the Contract as stated in Annex A, with a sum for profit to be negotiated taking into account the Contractor's performance under the Contract in accordance with the Performance Mechanism at Annex B to this Contract.

#### Condition 11 - Overriding Right of Authority to Suspend Payments

1. All liabilities of the Authority to make payments pursuant to Conditions 8 to 10 (inclusive) of this contract are subject to the overriding right of the Authority to suspend any payment (whether in whole or in part) if in the opinion of the Authority the safety and security requirements of the Authority set out in this Contract are not satisfied in a material respect due to a failure by the Contractor in performing its obligations under this Contract. Provided always that the amount of any payment so suspended shall be reasonable, directly related to and be proportionate with the requirement not so satisfied.
2. If the Authority exercises its rights to suspend payments pursuant to Clause 1 the Authority will notify the Contractor giving reasons for such action either orally or in writing and in the event that he does so orally he shall confirm the same in writing as soon as possible.
3. Forthwith following notification by the Authority in accordance with Clause 2 the Contractor shall advise the Authority in detail of its proposed corrective and remedial action to secure compliance with the Authority's safety and security requirements.
4. Resumption of payments and the payment of any amounts suspended pursuant to Clauses 1 to 3 shall be subject to the Authority being satisfied, in its discretion, that appropriate and adequate corrective and remedial action has been taken by the Contractor to secure compliance with the Authority's safety and security requirements as required by this Contract.

#### Condition 12 - New Work

1. Rates for New Work (Contract year 5 only) are shown at Annex A to Contract (Contract Schedule of Prices). Rates for New Work for Contract years 6 to 13 are to be agreed in advance on an annual basis and will be shown at Annex A to Contract.

#### Condition 13 - Measures In A Crisis

1. The Measures in a Crisis conditions detailed at Annex 9 of the Contract for the Management and Operation of AWE, (Contract No.NUC41A/5001 dated 1<sup>st</sup> December 1999), shall fully apply to this Nuclear Convoys Contract.

#### Condition 14 - Maintenance Of Essential Services

1. The Maintenance of Essential Services conditions detailed at Annex 15 of the Contract for the Management and Operation of AWE, (Contract No.NUC41A/5001 dated 1<sup>st</sup> December 1999), shall fully apply to this Nuclear Convoys Contract.

#### Condition 15 - Montreal Protocol

1. As a signatory to the Montreal Protocol on substances that deplete the ozone layer, Her Majesty's Government is committed to the reduction in the production and consumption of those

controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Annex F hereto are contained in the Articles, which are the subject of this Contract. Accordingly, the Contractor shall provide a list within one month of transfer complete date in accordance with paragraph 8 of the SOTR of the date of this Contract specifying:

- 1.1 all substances listed at Annex F hereto (adopting the nomenclature used therein) contained in the Articles (including the packaging thereof, whether or not specified in the Contract).
- 1.2 the quantity of each of the substances at Annex F hereto contained in the Articles.
- 1.3 where in the Articles (including packaging) the substances listed at Annex F hereto are contained.

confirmation of a "nil return" for 1.1 to 1.3 if this is the case.

2. If at any time during the period of the Contract the Contractor is aware of any changes to this list, an amended version is to be provided to the Authority's Project Manager.

#### Condition 16 - Non-Nuclear Insurance And Indemnity

1. The Contractor in consultation with the Authority shall seek competitive quotes for insurance against such risks as the parties may agree from time to time and shall use all reasonable endeavours to obtain as soon as possible after the date of the Contract and to maintain throughout the remainder of the period of this Contract insurance in such amounts as the Authority shall agree against the such insured risks. Where such insurance is effected the cost of any premiums will be additional to the fees payable under this Contract and any necessary changes to this Contract and/or reimbursement of the premiums will be dealt with through the Change Control Procedure set out in Condition 33.
2. Furthermore, the identity of the insurers and the terms and costs of the said insurance policy or policies shall first be submitted (prior to commencement and prior to each renewal) to the Authority for its approval and shall not be amended or varied without the prior written consent of the Authority. If however the Contractor is using all reasonable endeavours as aforesaid but cannot obtain or maintain such insurance policy or policies in whole or in part for any reason (including, for the avoidance of doubt, as a result of a decision by the Authority not to approve the terms and costs of the proposed policy) the provisions of Clause 3.4 will then apply.
3. The Contractor shall:-
  - 3.1 require the insurers to endorse the said policy or policies with a note of the Authority's interest as owner of the assets;
  - 3.2 subject to clause 1, punctually pay all premiums payable under the said policy or policies and on demand produce to the Authority the receipts for such payment or other evidence, satisfactory to the Authority, of the payment thereof. If the Contractor makes default in the payment of any premium, the Authority may pay such premium (or any part thereof) and if the Authority does so the Contractor shall forthwith on demand repay to the Authority the amount of such payments by the Authority (together with interest thereon at a rate equal to 5% above the published base rate from time to time of such London clearing bank as the Authority shall nominate for the purpose, such interest to run from day to day and to accrue after as well as before any judgement);
  - 3.3 do every thing reasonably necessary to maintain such policy or policies in full effect and not to co. allow to be done, or fail to do any act or thing whereby such policy or policies may be invalidated or whereby payment thereunder is or maybe restricted or otherwise reduced below payment in full; and on demand produce to the Authority the relevant policy or policies or other documents which, in the Authority's sole opinion, constitute satisfactory evidence of the existence of such policy or policies.

[REDACTED]

Indemnity for Non-Nuclear risks

3.4 To the extent that at any time on or after the date of this Contract the Contractor is not otherwise insured the Authority shall indemnify the Contractor in the terms set out in Annex H.

3.5 The Non Nuclear Indemnity Conditions detailed conditions detailed in Annex H shall apply.

**Condition 17 - Nuclear Insurance And Indemnity**

1. The Contractor shall seek quotes for a policy of insurance ("the Nuclear Risks Policy") and use all reasonable endeavours to obtain as soon as possible after the date of this Agreement and to maintain for the remainder of the period of the Contract insurance in respect of:-

1.1 that liability for which the Contractor is required to make provision under the Section 19 of the Nuclear Installations Act 1965 (as amended); and

1.2 the liabilities covered by the terms of the indemnity set out in Part A of Annex I.

PROVIDED THAT THE Contractor shall not be liable and shall not be obliged to effect any such Nuclear Risks Policy insurance in respect of the any items or activities outside the Establishment or where the Vehicles are off-site on Convoy. Responsibility for the transport of warheads and associated items between the Establishment and Coulport (or other facilities as required) shall remain with the Authority. Where such insurance is effected the cost of any premiums will be additional to the fees payable under this Contract and any necessary changes to this Contract and/or reimbursement of the premiums will be dealt with through the Change Control Procedure set out in Condition 33.

2. The identity of the insurers and the terms and costs of the said insurance policy shall first be submitted (prior to commencement and prior to each annual renewal) to the Authority for its approval and shall not be amended or varied without the prior written consent of the Authority. If, however, the Contractor, having used its reasonable endeavours as aforesaid cannot maintain such Nuclear Risks Policy in whole or in part for any reason (including, for the avoidance of doubt, as a result of a decision by the Authority not to approve the terms and costs of the Nuclear Risks Policy) the provisions of clause 4 will then apply.

3. The Contractor shall:-

3.1 require the insurers to endorse the said policy with a note of the Authority's interest as owner of the assets;

3.2 subject to clause 1, punctually pay all premiums payable under the said policy and on demand produce to the Authority the receipts for such payment or other evidence, satisfactory to the Authority, of the payment thereof. If the Contractor makes default in the payment of any premium, the Authority may pay such premium (or any part thereof) and if the Authority does so the Contractor shall forthwith on demand repay to the Authority the amount of such payments by the Authority (together with interest thereon at a rate equal to 5% above the published base rate time to time of such London Clearing Bank as the Authority shall nominate for this purpose, such interest rate to run from day to day and to accrue after as well as before any judgement);

3.3 do everything reasonably necessary to maintain such policy in full effect and not to do, allow to be done, or fail to do any act or thing reasonably within its power whereby such policy may be invalidated or whereby payment thereunder is or may be restricted or otherwise reduced below payment in full;

3.4 on demand produce to the Authority the relevant policy or other documents which, in the Authority's sole opinion, constitute satisfactory evidence of the existence of such policy.

4. To the extent that at any time on or after the date of Contract Commencement the Nuclear Risks Policy is not maintained by the Contractor in the terms of Clause 1 the Authority shall indemnify the Contractor in the terms set out in Parts A and B of Annex I.

5. The Nuclear Indemnity conditions detailed in Annex I shall apply.

**Condition 18 - Sub-Contracting, Assignment Etc**

1. The Contractor shall not place any Sub-Contract or order involving the design or development of equipment, from which design information or inventions may emerge, without the prior approval of the Commercial Branch set out in Annex C.

2. The Contractor shall not enter into any commitment, in relation to such work until the Sub-Contractor has agreed to enter into an arrangement with the Authority in the form set out in DEFFORM 177 (Design Rights and Patents Sub-Contractor's Agreement). Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If in any circumstances, the Contractor is unable to comply with this Condition he shall report the matter to the Contracts Branch and await further instruction before placing the Sub-Contract or order.

3. The Contractor shall be deemed to have accepted full responsibility for dealing with all Sub-Contractors' claims, payment of which shall have full regard to the agreed Sub-Contract prices.

4. Where the Contractor enters into a Sub-Contract with a supplier or a Sub-Contractor for the purpose of performing the Contract, he shall cause a term to be included in such Sub-Contract which requires payment to be made to the Sub-Contractor or supplier within a specified period not exceeding 30 days from the receipt of a valid invoice as defined by the Sub-Contract requirements. The Contractor's attention is also brought to the provisions contained within the Late Payment of Commercial Debts (Interest) Act 1998.

5. In the event of any part of this Contract being the subject of a sub-contract between the contractor and a third party, the Contractor shall, for the avoidance of doubt, at all times remain directly and primarily liable to the Authority for the due and proper performance by the sub-contractor of such work.

**Sub-Contracting With the Crown**

6. If the Contractor or any of its sub-contractors shall enter into any sub-contract with the Crown relating in any way to the subject matter of the Contract, then, no breach by the Crown of that sub-contract nor any other act or omission nor any written or oral statement nor any representation whatsoever of or by the Crown its servants or agents or other Contractors relating to or connected with any sub-contracts as aforesaid shall, regardless of any negligence on its part or their part:

6.1 give the Contractor any right under the Contract to an extension of time or otherwise or additional payment or damages or any other relief or remedy whatsoever against the Authority; or

6.2 affect, modify, reduce or extinguish either the obligations of the Contractor or the rights or remedies of the Authority under the Contract;

6.3 be taken to amend, add to, delete or waive any term or condition of the Contract.

**Condition 19 - Supplier Contracts**

1. The Authority confirms that, with the exception of the [REDACTED] Contract no supplier contracts shall exist in support of this requirement at the date of Contract Commencement and hence novations shall not be necessary.

2. In relation to the [REDACTED] Contract, unless otherwise agreed by the Authority and the Contractor, the Authority agrees that between the date of this Contract and 30 March 2002 it will perform its obligations under such contract (including the payment of all fees due to [REDACTED] and that it will procure that [REDACTED] promptly and diligently

performs its obligations thereunder for the benefit of the Authority and the Contractor. The Contractor shall provide for the maintenance of all equipment covered under the [REDACTED] Contract thereafter.

3. For the purposes of this clause the [REDACTED] Contract means the contract between the Authority and [REDACTED] (reference ML12c/1167 dated 20 December 1995) relating to communications and tracking equipment maintenance.

4. In the event that the [REDACTED] Contract terminates for any reason on or before 30<sup>th</sup> March 2002 the consequences and effect thereof shall be dealt with under the Change Control procedure (Condition 33).

#### Condition 20 - Pensions

1. The pension contribution arrangements for the pre Continuous Running convoy complement will continue to apply until 31 March 2010. For the [REDACTED] for Continuous Running, including the move from [REDACTED] e.g. Firefighters, the new pension contribution arrangements will apply until 31 March 2010. From 1 April 2010, the new pension contribution arrangements will apply to the full Continuous Running complement

#### Condition 21 - Intellectual Property Rights

1. Subject to the rights of third parties, and to any rights of the Crown arising otherwise than by virtue of the Contract, all rights in the results of the work undertaken by or on behalf of the Contractor for the purpose of this Contract, including any data, software, reports, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work, and any copyright therein, shall vest in and be the property of the Authority, who reserves the right to determine whether any patent shall be applied for or the results of the work published and, if so, on what conditions; and the Contractor shall ensure, where necessary, that he secures the right to effect such vesting.

2. The Contractor if requested, and at the expense of the Authority, shall do all things necessary to enable the Authority to obtain patent or similar protection as the Authority may require.

3. During the continuance of the Contract and for not less than 2 years after its completion (5 years in the case of software and related documentation) the Contractor shall maintain a fully documented record of the work done for the purpose of the Contract and the results achieved including as far as the nature of the work requires, all drawings, specifications and other data necessary to manufacture any article(s) the design of which is called for under the Contract and to manufacture any material and operate any process or technique developed under the Contract.

4. The Authority shall have the right during that time, and thereafter so long as any such record is actually maintained, to require the Contractor to furnish to the Authority copies of all such documentation in such form and detail as the Authority may prescribe. A reasonable charge for this service based on the cost of providing it will be borne by the Authority unless already included in the price of the Contract.

5. The Contractor shall not use the results of, or the information gained under, this Contract for other than HM Government purposes without the prior written agreement of the Authority (IPR 1).

6. The Authority:

6.1 hereby grants the Contractor free of charge a non-exclusive non-transferable licence (carrying the right to grant sub-licences) for the term of this Agreement to use any Intellectual Property Rights of the Authority solely for the purposes of the Contractor carrying out its duties under this Agreement.

6.2 Where any Intellectual Property Rights are or become vested in a third party the Authority shall procure the grant of a like licence referred to in Clause 6.1 to the Contractor.

6.3 Where a claim or proceeding is made against the Contractor or their permitted sub-licences which arises out of the infringement or alleged infringement of the Intellectual Property Rights then the Authority shall indemnify and keep indemnified the Contractor (or its permitted sub-licences) from and against all direct and reasonable claims proceedings demand actions costs expenses losses and damages suffered as a result of such infringement or alleged infringement.

6.4 For the purposes of this Clause 6 "Intellectual Property Rights" means all registered or unregistered trade marks, service marks, patents, registered designs, applications for any of the foregoing copyrights, unregistered designs, know-how or other intellectual property rights.

#### Condition 22 - Patents, Etc.

a. Under the provisions of Sections 55 and 56 of the Patents Act 1977, and Section 12 of the Registered Designs Act 1949, the Contractor is hereby authorised for the purpose of tendering for or performing the Contract (but not otherwise) to use in accordance with the said provisions any invention or design to which the said provisions relate (hereinafter referred to as invention or design except as qualified by the parentheses in Clause (h) of this Condition) the existence of which the Contractor has notified to the Authority prior to the date of the Contract, and to use any model, document or information relating to any such invention or design which may be required for that purpose.

b. The Contractor shall notify the Authority as soon as possible after the date of the Contract of any invention or design to which the said provisions relate and of which the Contractor becomes aware, the use of which, by the Contractor, likely to be required or to have been required for the purpose of the Contract, and which the Contractor would not be or would not have been entitled to use without the authorisation of the Authority. Upon receipt of any such notification or upon the Authority itself becoming aware of any such invention or design the Authority shall:

i. not unreasonably delay issue to the Contractor of a written authorisation in accordance with the provisions of Section 55 and 56 of the Patents Act 1977 and Section 12 of the Registered Designs Act 1949 if it appears that use by the Contractor of such invention or design may have occurred;

ii. not unreasonably withhold or delay issue of such written authorisation in respect of any use under the Contract of any such invention or design unless the Contractor and the Authority agree on appropriate action to avoid such use; and

iii. issue such written authorisation where the owner (or his exclusive licensee) of any such invention or design takes or threatens in writing to take any action against the Contractor in respect of the Contractor's use or continued use under the Contract of any such invention or design.

c. The Authority shall meet all costs and liabilities reasonably incurred by the Contractor as a consequence of the notification, or of any agreed course of action, received or taken under the terms of Clause b.

d. Where an authorisation is given under Clause (a) or (b), the Contractor shall be released by Section 57 of the Patents Act 1977, and Section 12 of the Registered Design Act 1949, from liability under any licence, assignment, assignment or agreement to make any payments, whether by way of royalties, licence fees or similar expenses in respect of the Contractor's use of any invention or design in accordance with Clause (a) or Clause (b) of this Condition, or the use of any model, document or information relating thereto for the purpose of tendering for or performing the Contract.

e. No royalty, licence fee or similar expense in respect of the use by the Contractor of any invention or design mentioned in Clause (a) or Clause (b) of this Condition for the purpose of

tendering for or performing the Contract, or in respect of the use by the Contractor of any model, document or information mentioned in Clause (a) or Clause (b) of this Condition will be allowed as a proper item of cost incurred by the Contractor unless it shall have been specifically agreed by the Authority and no such royalty, licence fee or similar expense not so agreed shall be included in the Contractor's tender, quotation, offer, acceptance or Contract Price. If any claim in respect of use or alleged use of any invention or design as is mentioned in Clause (a) or Clause (b) of this Condition is made against the Contractor it shall be referred to the Authority.

f. The Contractor shall within 3 months, or such additional time as may be agreed, of the date of the Contract supply the Authority with a statement setting out the details of any licence or other agreement under which he would or might, but for the authorisation of Clause (a) or Clause (b) of this Condition and the release from liability to make payment of Clause (d) of this Condition, have been liable to make any payment in respect of the use of any invention or design, or use of any model, document or information. Thereafter the Contractor shall as soon as may be reasonably practicable upon entering into any licence or other agreement as aforesaid after the date of the Contract and that licence or other agreement is not included in the aforesaid statement supply the Authority with the details of such licence or other agreement. If any claim for any such payment as is mentioned in Clause (d) of this Condition is made against the Contractor it shall be referred to the Authority.

g. If and insofar as the Contractor has already given to the Authority any of the information required under Clauses (a), (b) and (f) of this Condition in connection with a previous contract it shall be sufficient for him to identify such contract and the letter giving such information.

h. The Contractor shall not be entitled to claim or include as an element in his price any payment by way of royalty, licence fee or similar expense for the use in the performance of this Contract of any invention (whether patented or not), design (whether registered or not) drawing, model, plan, document or information whether owned by the Contractor or not, unless the payment has been specifically agreed to by the Authority.

i. In the event of the Contractor placing any sub-contract for the purpose of this Contract, the Contractor shall request or shall require the sub-contractor to request the Authority to confer on the sub-contractor like authority in respect of the sub-contract as is conferred on the Contractor by Clause (a) or Clause (b) of this Condition in respect of the Contract and the Authority will, upon being so requested, confer upon the sub-contractor such like authority, and the provisions of Clauses (c), (d), (e) and (h) of this Condition shall apply to anything done by the sub-contractor for the purpose of tendering for or performing the sub-contract in like manner as those provisions apply to anything done by the Contractor for the purpose of tendering for or performing the Contract.

j. The Contractor shall incorporate in any sub-contract for the purpose of this Contract provisions whereby there shall subsist between the Contractor and the sub-contractor rights and obligations in respect of the sub-contract corresponding to those subsisting between the Authority and the Contractor in respect of the Contract by virtue of Clauses (b), (f) and (g) of this Condition and the Contractor shall take all reasonable steps to secure that the sub-contractor observes the obligations so imposed upon him and shall upon obtaining any information from the sub-contractor in accordance with any provision so incorporated in the sub-contract pass that information to the Authority without delay.

#### **Condition 23 - Compliance with Statutes and Regulations (Changes in Legislation)**

1. Subject to clause 3 of this Condition the Contractor shall be responsible for ensuring that all operations or activities carried out by the Contractor or others for whom the Contractor is responsible (other than the Authority, its servants, contractors or agents of any tier) pursuant to

this Contract comply at all times with all relevant statutes and statutory instruments and with all relevant regulations and directions (or things of a similar nature) of the Authority or any other relevant or regulatory body or organisation.

2. Subject to clause 3 of this Condition the Contractor shall indemnify the Authority, and keep it indemnified, against all claims, expenses, loss and liability which may be suffered or incurred by the Authority as a result of any failure by the Contractor to comply with its obligations under clause 1 above.

3. Insofar as any changes in laws, regulations or requirements arise after the date of Contract Commencement, the Contractor shall exercise reasonable endeavours to mitigate the impact of any such changes and any such changes (other than general changes in taxation or employment laws, the cost of which shall be borne by the Contractor) will be dealt with in accordance with the change procedure set forth in Condition 33.

4. The Authority shall operate and manage all convoys in accordance with all applicable Laws and the Authority shall not be entitled to require the Contractor's staff to work hours which contravene the then current Laws, both parties acknowledging the provisions of English and EU law applicable in the event of emergencies.

5. The Authority shall promptly on demand reimburse the Contractor for fair and reasonable additional costs and expenses (if any) incurred by the contractor in connection with agreeing the safety case for the CSU at Aldermaston. This shall be dealt with in accordance with the change procedure set forth in Condition 33.

#### **Condition 24 - Stocks of Materials**

1. On completion of the asset register of the assets, to be provided in accordance with Condition 4, the Authority and the Contractor shall agree the stocks of material to transfer to the Contractor for the purposes of performing the Requirement. All such materials shall be transferred free of charge as Government Furnished Equipment (GFE) under the terms stated in Condition 31. An equivalent package of materials shall be transferred free of charge from the Contractor to the Authority on completion or Termination of this Contract. The Contractor accepts that no warranty as to the merchantability or fitness for purpose or use of any of this material is being given by the Authority.

#### **Condition 25 - General Charging Restriction**

1. The Contractor shall not without prior written consent of the Authority grant or attempt to purport to grant or permit to subsist any mortgage, charge, encumbrance or lien (other than a lien arising by operation of law) of any kind over the undertaking or the whole or any part of the assets belonging to the Authority and listed at Annex D of this Contract.

#### **Condition 26 - Contractor's Responsibility/Liability**

1. The Contractor is responsible for performing the services and all its obligations under this Contract:

- 1.1 within the total Contract Price;
- 1.2 by the Contract Delivery Dates, and
- 1.3 in accordance with the requirements set out in the Contract including the Statement of Technical Requirements (SOTR)

2. The Contractor is responsible for all aspects of the services which comprise the Requirement (as described at Clause 1) and for the performance of all aspects of any goods supplied as part of the services and (without prejudice to the generality of the foregoing) shall:

- 2.1 review the SOTR and immediately notify the Authority of any inconsistency, discrepancy or error contained therein which comes to its attention;
- 2.2 ensure that all aspects of the design and safety of each item supplied by the Contractor as part of the services will comply and function in accordance with the requirements therefore set out in the SOTR;
- 2.3 ensure that each such item is fit for all purposes stated therefore in the SOTR;
- 2.4 ensure that all services are performed in accordance with the requirements and to the standards specified therefore in the SOTR;
- 2.5 perform all such other obligations and fulfil all such other requirements as are expressed in the SOTR.

3. The Contractor warrants that all goods and equipment supplied by it pursuant to this Contract shall be free from defects in materials, workmanship and, where appropriate, design.

4. The Contractor shall carry out its duties and obligations under this Contract with all the first class skill, diligence, care and attention reasonably to be expected of a contractor experienced in fulfilling projects of a similar size, scope, complexity and value as those the subject of the Contract and (without prejudice to the generality of the foregoing) in full compliance with all applicable laws from time to time in force and in a manner which avoids causing loss, damage or injury to the Authority or any third party.

5. Subject to the overall limitation on the Contractors Liability contained in this Condition 26, in the event of a breach by the Contractor of any of its obligations or responsibilities under this Contract the Authority shall have the right (subject to any express provision to the contrary in this Contract but otherwise without limiting the liability of the Contractor and without prejudice to the other rights and remedies of the Authority) at its option either to:

- 5.1 determine the Contract (or any part of the Contract) in accordance with DEFCON 92;
- 5.2 reject the item concerned supplied by the Contractor as part of the service in accordance with DEFCON 524;
- 5.3 require such works (including where applicable the provision of new or replacement parts), to be carried out promptly at the Contractor's expense such that the goods concerned are put into the condition in which it would have been had the Contract been properly performed by the Contractor in full accordance with its terms and the Contractor's responsibilities;
- 5.4 require the services concerned, at the Contractor's expense to be re-performed promptly in full accordance with the requirements required by the Contract;
- 5.5 require such lesser services or re-performance of services as it sees fit to be performed promptly at the Contractor's expense together with the payment of compensation in respect of the failure of the goods, equipment or services concerned to meet the standards required by the Contract; or
- 5.6 require the payment of compensation in respect of the failure of the goods, equipment or services concerned to meet the standards required by the Contract and where any goods or services are performed or provided or re-performed or provided under sub-Clause 5.3, 5.4 or 5.5 or any other terms of this Contract the provisions of this Contract shall apply to them as if they were originally provided under the Contract.

6. The Contractor shall in the circumstances set out in clause 5 above be liable for:

- 6.1 the cost of correcting and amending any advice given, or recommendations made, by the Contractor pursuant to this Contract where such advice or recommendation is shown to be inaccurate or incorrect by reason of the Contractor failing to perform the requirements of the Contract, or any part thereof, in accordance with sound engineering or industrial practice. Provided

that the Contractor shall not be liable for costs or corrections and amendments arising from advice or recommendations, including but not limited to information based on computer programming, supplied by or on behalf of the Authority,

6.2 any liabilities which the Contractor incurs in rectifying manufacturing defects (in items supplied by the Contractor as part of the Services);

6.3 the costs incurred for replacement and/or repair and examination of any MOD owned lifting gear, owned by the Authority, as a result of the negligence, malpractice or misuse by the Contractor or any servant of the Contractor;

6.4 any liabilities which the Contractor incurs arising from the terms of any (exceptional) agreement for the loan of equipment owned by the Authority or any liabilities arising from the terms of the (exceptional) provision of capital facilities by the Authority;

6.5 rectification of design defects where the design work is undertaken by the Contractor under this Contract;

6.6 any other liabilities which are agreed and specified in the Contract terms and conditions;

6.7 any loss suffered by the Authority and flowing directly from the Contractor's breach of the Contract (subject to the provision of reasonable evidence of such loss having been incurred).

7. Notwithstanding any provision in this Clause 7, or elsewhere in this Contract but subject to Clause 9, the liability of the Contractor shall be limited as follows:

7.1 liability for incidental, special, indirect, economic or consequential loss or damage and/or loss of profit, loss of goodwill, loss of income, loss of use (whether complete or partial) of any facilities or system or any asset or in connection with any contract (other than this Contract) (even if the possibility of any such loss or damage is known to or ought reasonably to have been known to the Contractor and/or any Member of the Contractor Group) is excluded. The terms "incidental" "special" "indirect" "economic" "consequential loss" shall be interpreted in accordance with the laws of England and Wales. For the avoidance of doubt this sub-clause 7.1 shall not exclude liability for the cost of replacement or market value of the asset in question;

7.2 liability for tort (including without limitation liability for negligence) is excluded but so that subject to clause 7.3 this exclusion shall not effect the exclusion of liability for Gross Negligence set out in Annexes H and I;

7.3 the total maximum aggregate liability of the Contractor howsoever arising and whether arising during the term of this Contract and/or at or after the termination or expiry of this Contract (however such termination or expiry occurs) whether in contract or in tort or at common law or otherwise (including without limitation any liability for negligence, breach of statutory duty, nuisance, misrepresentation, intentional breach of contract or otherwise), arising out of or in connection with or ancillary to this Contract and/or the performance or non-performance of its obligations under the Contract shall not exceed and shall be limited for all purposes to seven hundred and fifty thousand pounds sterling (£750,000).

8 For the avoidance of doubt, the liability of the Contractor under the provisions of Conditions 16 and 17 and Annexes H and I shall be limited to the liability set out in those Clauses and contained within the maximum aggregate liability set out in Clause 7.3.

9 Without prejudice to the operation of Conditions 16 and 17 nothing in this Clause shall purport to limit or exclude the liability of the Contractor for death or personal injury caused by its negligence or otherwise to the extent that the same is not permissible at law.

#### Condition 27 - Maintenance Facilities

1. On completion of the agreed upgrading works to the maintenance facilities for this Contract, a joint inspection shall be undertaken and the findings agreed by both parties. At the time of expiry or termination of this Contract, a further joint inspection shall be undertaken and, as a

minimum, the facilities shall re-transfer to the Authority in the same state of repair and condition as at the date of the initial inspection subject to fair wear and tear. Any rectification work necessary to re-instate the facilities to the original condition fair wear and tear excepted shall be for the full cost of the Contractor.

2. The Authority shall have the right on reasonable notice to the Contractor to inspect such parts of the facilities used by the Contractor for the garaging and/or maintenance of the vehicles so as to verify their condition. If the Authority reasonably believes that such facilities are not being maintained in accordance with the terms of this Contract and that this will impact on the Contractor's ability to achieve the outputs required by the Contract, it shall serve a Notice on the Contractor setting out in full the reasons for its belief together with a reasonable timescale for the Contractor to rectify the defect.

3. Within 14 days of the receipt of such notice the Contractor shall notify the Authority whether it agrees or disagrees with the contents of the Authority's Notice. If it agrees the time for remedy set out in the Authority's notice shall run from the date of the Contractor's Notice. If it disagrees the matter shall forthwith be dealt with in accordance with Condition 34 (Alternative Dispute Resolution - ADR). For the purposes of this clause both parties agree to be bound by the results of the ADR so that immediately upon resolution of the ADR procedure such period of remedy as is determined by the procedure shall commence. If at the end of such period of remedy the Contractor has not effected the work to comply with Clause 1 the Authority shall be entitled to demand a rateable and proportionate amount to be agreed or determined to maintain such facilities in accordance with Clause 1 above.

#### Condition 28 - Sub-Contracts

1. The Contractor shall notify the Authority of all subcontracts let by the Contractor, for full or part performance of the Requirement, with a contract price of £250,000 (Two Hundred and Fifty Thousand Pounds Sterling) or more and if so required shall provide a copy of the subcontract to the Authority. Any such subcontract shall be subject to the approval of the Authority which shall not be unreasonably withheld or delayed and in any event shall be communicated within 14 days of receipt by the Authority of the request for approval.

2. Nothing in the Contract shall require the Contractor to seek approval from the Authority for any proposed subcontract with a contract price of less than £250,000.

#### Condition 29 - Attendance at Government Establishments

1. In addition to DEFCON 76, the following conditions shall apply if the Contractor or any servant, agent or Sub-Contractor of his attends a Government Establishment or is on board HM Vessels for the erection, installation or supervision thereof, of Articles, or trials of such Articles, or for any other purpose:

2. Indemnity. Save as otherwise set out in this Contract the Contractor shall indemnify the Authority and all Officers, servants and agents of the Authority against all claims resulting from the death of, or injury to, any of the Contractor's personnel, or from loss of or damage to any effects or apparatus belonging to the Contractor or to any of the Contractor's personnel while such personnel are employed on work in connection with the Contract wherever such work may be performed, except where such death or injury or loss or damage results from the negligence, omission, or default of the Authority and Officers, servants and agents of the Authority. The provisions of the indemnities given in Annexes H and I hereto shall override the provisions of this Clause.

#### Condition 30 - Security

1. For the purpose of DEFCON 659 the classified matter of the Contract is defined in the Security Aspects Letter reference D/NBSA/D(NM)/106/3 dated 29 March 2000. The Contractor

shall confirm in writing to the Authority's Project Manager that the definition of the classified matter has been brought to the attention of the person directly responsible for the security of the Contract, that the definition is understood and that measures can/will be taken to safeguard the classified matter. The Contractor shall immediately refer any difficulties in these aspects to the Project Management Branch referred to in Annex C of the Contract. Any changes in the classification will be notified to the Contractor by the Project Management Branch to whom enquiries about the classified matter should be addressed.

2. Submissions for approval under Clause (8) of DEFCON 659 are not required in respect of work to be carried out by sub-contractors at premises, which are known to be security approved. In other cases the information required under DEFCON 659(8) shall be submitted to the Directorate of Authority Security (MOD Sy 5), Room 2/5 Metropole Building, London.

3. The guidance on the definition of classified information and the protection of such information given in the "Memorandum of Security for Contractors" shall be followed.

#### Condition 31 - Government Furnished Equipment

1. Government Furnished Equipment (GFE) (deemed to include Information, Services and Facilities) to be supplied under this Contract is listed at Annex D (assets) hereto and the Contractor shall maintain (in the appropriate register) a list of any GFE items already held or issued under the Contract. Should difficulty be experienced in purchasing any items not supplied on GFE terms, application should be made by the Contractor to the Quality Assurance Representative for consideration of supply on repayment terms from stocks held by the Authority.

2. Where GFE items are supplied by the Authority free of charge, these shall be used in preference to commercially obtained items and taken into account when submitting quotations.

3. The Contractor shall comply with the procedure for obtaining GFE items set out in the Contract, when the number of GFE items exceeds ten, the Contractor shall additionally submit a proposed delivery programme for them if he deems it necessary. In drawing up his production programme however, the Contractor shall have regard to the date of supply of these items forecast by the Issuing Authority stated in the Contract.

4. Responsibility for ensuring that the items as detailed within Annex D hereto are available to meet the agreed production programme rests solely with the Authority. If the GFE items are not received within fourteen days from receipt of the consignment note or other advice of despatch, the Contractor shall advise the Issuing Authority and/or take such action as specifically instructed. In any case of difficulty the QAR should be consulted.

5. The Contractor's attention is drawn to Clause (2) of DEFCON 611. Any items found damaged or which do not meet requirements shall be reported promptly to the QAR who will give instructions to the Contractor regarding the disposal of any defective items.

6. On completion or termination of the Contract, the Contractor shall provide the Issuing Authority with a certificate indicating that all the GFE items have been incorporated or that any surplus components have been returned to the Issuing Depot.

#### Condition 32 - Special Jigs, Tooling and Test Equipment

1. The terms of DEFCON 23 (Edition 4/98) - Special Jigs, Tooling, and Test Equipment shall apply to items of that nature provided by the Contractor (or his Sub-Contractors) for their use in fulfilling Contracts for main equipments and which are paid in full by the Authority through Contract payments.

2. DEFCON 23 will not apply to the following:

2.1 Ordinary general purpose tooling and test gear provided by the Contractor or his Sub-Contractors without direct charge, as normal 'tools of the trade'.

2.2 Jigs, tooling and test equipment purchased as line items for direct delivery in accordance with instructions given by the Authority under Contracts let for that purpose.

3. The provisions of DEFCON 23 shall be included in all Sub-Contracts under which the full cost of special jigs, tools and test equipment may be charged.

4. The Contractor shall maintain a record of the relevant items held in his custody (paragraph 7 of DEFCON 23) and forward a copy of the same, as required, to the Authority's Project Manager, together with copies of similar records maintained by Sub-Contractors so as to satisfy the Authority that they are being maintained in good order and are available for other use.

5. The disposal of special jigs, tooling, gauges and test equipment no longer required shall be in accordance with paragraph 9 of DEFCON 23.

#### Condition 33 - Change Procedure

1. The Contractor shall not conduct any work pursuant to this contract other than that included within the Statement of Technical Requirements at Part II to the Contract unless authorised to do so by the Authority by either formal approval of a Change Control Note or issue of an instruction under Clause 4, below. When the Authority formally authorises the Contractor to alter, amend, omit, add to or otherwise change any of the work specified, the Contractor shall carry out such changes as though the said changes were incorporated in the Statement of Technical Requirements at Part II to the Contract. From time to time during the execution of the Contract, the Authority may so authorise the Contractor, normally in accordance with the procedure set out in Clauses 5 to 10 below, but exceptionally as described in Clause 4 below. In addition, the Contractor may at any time recommend changes in accordance with the procedure, although the Authority shall not be obliged to authorise such changes. No authorisation under the terms of this Condition 33 shall be valid unless given by the Authority's Commercial Branch stated at Annex C of the Contract.

2. Unless the Authority so authorises the Contractor to change any of the work specified, the Authority shall not in any way be liable to pay for any change to the specified work or any consequence thereof.

3. All Change Control Notes must be the subject of an agreed FIRM price before commencement of work, unless otherwise agreed by the Authority.

4. Exceptionally, in the event of extreme urgency due to safety, security or operational considerations, if the Authority is unable to approve a Change Control Note prior to commencement of work, the Authority shall be entitled to authorise the Contractor to put the change in hand by means of the issue of a formal instruction to proceed on a provisional approval of an initial Change Control Note. In such cases the Contractor will be authorised to proceed with work within an agreed limit, subject to submission of a detailed Change Control Note within a defined timeframe.

5. Where the Contractor identifies a requirement for a low value change (ie: less than £1,000) such changes shall be consolidated and form periodic Change Control Notes (CCNs), however, the prior approval to proceed shall be sought from the Authority in each instance. See TASK FORMS below.

6. Any reductions in the workscope covered by the Statement of Technical Requirements at Part II to the Contract shall be the subject of formal CCN action, and it shall be incumbent on the Contractor to record all such reductions and promptly submit CCNs.

#### Procedure

7. The Authority and the Contractor may discuss potential changes proposed by either party provided that a potential change shall only emanate from:

7.1 a written requirement for a change by the Authority.

7.2 a recommendation for a change by the Contractor; or

7.3 any change required by the Authority to the Authority's security requirements and or any operating procedures and maintenance documentation relating to the Vehicles or Equipment and/or the services to be provided pursuant to this Contract; or if the Authority requires less than two or more than six convoys in any 12 month period of this Contract.

7.4 Any change having an effect on either party arising from any assumption or matter referred to in the Risk Register or in the Negotiating Certificates set out in Annex E applying, materialising or proving invalid or inaccurate (as the case may be) or Condition 4 (Replacement of Vehicles or Equipment).

8. Where a written requirement for a change is received from the Authority, the Contractor shall, unless otherwise agreed by the Authority, submit a Change Control Note (CCN), to the Authority within three weeks (unless otherwise agreed between the Contractor and the Authority).

9. A recommendation for a change by the Contractor shall be submitted as a CCN direct to the Authority at the time of such recommendation.

10. Each CCN shall contain:

10.1 a sequential reference number;

10.2 the title of the change;

10.3 the originator and date of the request or recommendation for the change;

10.4 the reason for the change;

10.5 full details of the change and its implications;

10.6 price adjustment, if any, due to the change together with the price breakdown;

10.7 a timetable for implementation of the change, with a level of detail appropriate to its value, and allowing sufficient time for approval action;

10.8 the impact, if any, of the change on any other aspects of this Contract;

10.9 the date of expiry of validity of the CCN which shall normally be not less than six weeks from the date of submission;

10.10 spend profile detail to facilitate incorporation of the finally approved price into the existing spend profile;

10.11 such other information as the Authority might specify as a requirement.

11. The Authority shall evaluate each CCN within the period of its validity and either:

11.1 request further information (within two weeks of receipt of the CCN); or

11.2 subject to Clause 14 approve, dispute or reject the CCN.

12. The Authority shall return the CCN (approved or rejected) to the Contractor. In the case of an approved CCN, the Authority shall issue a formal amendment to this Contract periodically to consolidate all approved CCNs.

13. The provisions of this Condition are without prejudice to any rights of the Authority arising under any other conditions of this contract.

Where it is agreed or determined that the change arises pursuant to Condition 23 (Change in Law) the Authority, without prejudice to its rights to dispute the terms of the CCN, shall not be entitled to reject a CCN submitted by the Contractor.

The price adjustment set out at clause 10.6 above shall include a General Administration overhead at [redacted] of total cost plus a mark up of not less than [redacted] (subject to adjustment under Performance Mechanism). These rates are approved and shall not be subject to further verification by the Authority. Commencing from Amendment 9 the [redacted] General Administration is no longer applicable.

#### TASK FORMS

The Authority shall use the agreed task form procedure to formally task low value changes to ensure that this work is formally authorised. Amendment 9 subsumes low value changes in the Schedule of Prices from contract year 8. If the annual low value change activity increases significantly compared to contract years 6, 7 or 8 under previous Contract NBSA/6093 AWE shall be entitled to submit a Change Control Note (Condition 33) for the additional work.

#### Condition 34 - Alternative Dispute Resolution

1. The Authority and the Contractor will attempt in good faith to resolve any dispute arising out of or relating to this Contract through negotiations between the respective senior executives of the parties having authority to settle the matter.
2. If the matter is not resolved through negotiation as set out in Clause 1 above, the parties will attempt in good faith to resolve the dispute through an Alternative Dispute Resolution (ADR) procedure to be selected and agreed between the parties.
3. If, at the conclusion of the ADR procedure, the matter is not resolved or if an appropriate ADR procedure cannot be agreed upon the dispute shall be referred to arbitration under the provisions of DEFCON 530, in which case the Authority and the Contractor agree to the appointment of a single arbiter to be appointed by agreement between the parties.

#### Condition 35 - Government Grants

1. The Contractor shall not claim any grant from Government funds towards the cost of any jigs, tools, moulds, dies, manufacturing gauges or test equipment which are provided by him and for which the amount payable to him by the Authority is the actual or estimated full amount of his expenditure therein.
2. The Contractor shall include in all Sub-Contracts under which he is to bear the full cost of any jigs, tools, moulds, dies, manufacturing gauges or test equipment provision that the Sub-Contractor shall not claim any grant from Government funds in respect of any such items.

#### Condition 36 - Progress Reports/Meetings

1. The Contractor shall furnish such reports, planning and control schedules and financial data as and when the Authority shall reasonably require or as detailed in the Statement of Technical Requirements. Such progress reports shall be delivered to the Project Manager as agreed between the Authority and Contractor no later than fourteen days before each progress meeting and shall be accompanied by budgetary control information in a form to be agreed.
2. Progress meetings shall be held at agreed intervals not exceeding six months at which the Contractor shall satisfy the Authority that the work on the Contract is proceeding in accordance with the latest approved programme.
3. Progress meetings shall be chaired by the Authority Project Manager. Secretarial support shall be provided by the Contractor.

#### Condition 37 - Quality Assurance

1. The Contractor shall ensure that the quality of the work performed, and of the materials supplied, conform to the requirements of the Contract. Responsibility for ensuring that all levels of Sub-Contract let by the Contractor meet the requirements of the Contract shall lie entirely with the Contractor. The Quality Plan shall be submitted to the Authority's Project Manager for approval within 12 weeks of Contract placement and when agreed shall apply to this Contract. Any proposed changes to the Quality Plan which may have an impact on programme or price shall be referred to the Contract Branch in the first instance.
2. The Authority reserves the right to conduct audits of any elements of the Contractor's or Sub-Contractors Quality System to determine compliance with the Contract requirements.

#### Condition 38 - Force Majeure

1. If by reason of any acts of nature, hostilities and/or of any fire at any of the Contractor's or the Authority's premises, and/or those of its suppliers, and/or any act or default of the Authority and/or its agents, servants and/or contractors of any tier and/or any act of terrorism, explosion and/or material regulatory delay that can be demonstrated is outside the reasonable control of the Contractor or the Authority ("Force Majeure"), the Contractor shall have been delayed, hindered or prevented in the performance of its obligations under or in connection with this Contract, the Contractor shall, immediately upon becoming aware that any such event of Force Majeure has occurred, give the Authority notice in writing of its claim for an extension of time for the completion of its affected obligations and the Authority shall allow the Contractor an extension for such completion in respect of any delay hindrance or prevention caused by an event of Force Majeure as shall be reasonable PROVIDED ALWAYS that the Contractor shall not be entitled to any extension of time unless it shall have used reasonable endeavours to minimise the effect of any such event of Force Majeure and to do all that may be reasonably required to the satisfaction of the Authority to proceed with the work.
2. No claims for Force Majeure will be considered unless they are received by the Authority within 30 days of any event of Force Majeure.
3. Where the event of Force Majeure arises out of material regulatory delay the Authority and the Contractor shall each use their reasonable endeavours to seek ways to reach an equitable risk sharing solution.
4. Where the event of Force Majeure arises out of or in connection with act or default of the Authority and/or its agents, servants and/or contractors of any tier, the Contractor shall be entitled to recover from the Authority its full and reasonable costs (including any loss of profit which but for the act or default of the Authority and/or its agents, servants and/or contractors of any tier the Contractor would have recovered) in relation thereto.
5. If an event of Force Majeure occurs (other than as set out in clause 4) the Authority will continue to pay the Contractor the Milestones that would otherwise have become due under the Contract.

#### Condition 39 - Legacy

1. Notwithstanding any other provision to the contrary in this Contract or otherwise, any, event, circumstance, condition, state of affairs or occurrence or act or omission of the Authority the Contractor (or their respective servants, contractors or agents) or any third party occurring prior to or accruing for the period concluding on the date of Contract Commencement including any defect design, defect mis-use or failure to maintain and Vehicle or Equipment (the "Legacy Event") shall remain the responsibility of the Authority. Whenever any Legacy Event arises or is anticipated to arise, which is likely to;

- 1.1 prevent hinder delay or obstruct (in whole or in part) the Contractor from performing its obligations under this Contract; and / or
- 1.2 cause or result in an increase in cost in, and / or other adverse effect on, the performance of those obligations; and/or
- 1.3 cause or result in the Contractor incurring any expense, costs or liability

THEN the Contractor shall notify the Authority accordingly as soon as reasonably practicable but notwithstanding the provisions of Clause 3 shall apply.

2. The Contractor shall use its reasonable endeavours to mitigate the effects of the Legacy Event and the parties shall co-operate in good faith to determine a mutually acceptable plan for dealing with the Legacy Event and all matters relating thereto.

Development and implementation of the plan to deal with any Legacy Event shall be effected through the Contract change control provisions of Condition 33, as soon as reasonably practicable.

3. The Authority shall indemnify and keep indemnified the Contractor from and against all expense, costs and / or liability as a result of the Legacy Event, and the Contractor shall be relieved of its obligations under the Contract to the extent that and for so long as the Legacy Event prevents, hinders, delays or obstructs the Contractor from fulfilling those obligations.

**Condition 40 - Hindrance**

1. To the extent that the Authority, its employees, agents, subcontractors or licensees in carrying out any construction, surveying, testing, installation, removal or other works or operations in connection with the Vehicles, Equipment or Establishment and/or Premises (including without limitation the garaging facilities used by the Contractor and any access or egress therefrom) or any other act or omission of such persons prevents, hinders, delays or obstructs the Contractor or its authorised representatives in carrying out their obligations under the Contract (in whole or in part) then:-

- 1.1 the Contractor shall take all reasonable steps to mitigate the effect of such interference;
- 1.2 the Contractor shall be relieved from the performance of its obligations hereunder (and for the purposes of Annex B to this contract any failure to achieve a Milestone shall be treated as being outside the Contractor's reasonable control);
- 1.3 the Authority shall indemnify and keep indemnified the Contractor for any losses (including lost revenue), increased costs, expenses, liabilities and claims incurred by the Contractor.

**Condition 41 - Ministry of Defence Owned Lifting Gear**

1. The following provisions shall apply in respect of lifting gear owned by the Authority and attention is drawn to the statutory requirement for the testing and periodic examination of lifting gear contained in the Factories Act 1961 and Regulations arising from the Health and Safety at Work Act (1974). The term "Lifting Gear" includes any assembly of items loaned to the Contractor by the Authority such as chain and/or rope lifting slings, spreaders, gantries, beams, shackles, thimbles, blocks, eyebolts, clamps etc, or such items used separately and designed for the application of raising or lowering equipment supplied by the Authority in aid of the Contract:

- 1.1 Any lifting gear owned by the Authority and issued to the Contractor will be accompanied by a valid certificate of test and examination.
- 1.2 After receipt of any item of such lifting gear the Contractor shall be regarded as being in control of it. In those instances where the Contractor holds lifting gear owned by the Authority at any time which coincides with the requirement for a periodic examination, it is then the Contractor's responsibility to ensure that such examination, necessary repair or replacement and any consequent test of the gears or part of the gear is carried out in the prescribed manner.

1.3 A copy of the report and/or test certificate issued as a result of such examination, repair or replacement, shall be kept in the approved manner by the Contractor and a copy is to be provided to the QAR for the records of the Authority.

1.4 Unless otherwise agreed the cost of the periodic examination and all upkeep of lifting gear owned by the Authority in the possession of the Contractor shall be the liability of the Contractor.

1.5 The cost of any replacement and/or repair and any examination and test of lifting gear as a result of the negligence, mal-practice or misuse shall be paid by the Contractor at no cost to the Authority. All such repair and/or replacement shall restore the lifting gear to a condition that satisfies the Authority's requirements or the statutory requirement for Raising and Lowering Equipment (whichever is more onerous)

1.6 On termination of this Contract, any Lifting Gear that has been issued to the Contractor by the Authority pursuant to this Condition 41 shall be returned to the Authority forthwith accompanied by a valid certificate of test and examination procured.

**Condition 42 - Commercial Risk**

1. The Contractor acknowledges that any risk assessment, which has been or may be, undertaken in connection with this Contract has been, or will be, a project management function only. Such risk assessment does not affect the legal relationship between the parties. The issuing of any risk assessment questionnaire and the process of risk assessment generally, including without limitation, the identification of (or failure to identify):

- particular risks and their impact; or
- risk reduction measures, contingency plans and remedial actions

shall not in any way limit or exclude the Contractor's obligations under this Contract and shall be entirely without prejudice to the Authority's rights, privileges and powers under this Contract. The risks identified as a result of any risk assessment questionnaire and risk assessment process generally remain the risk of the Contractor and are not assumed by the Authority except to the extent that the Authority expressly and unequivocally accepts those risks under the Contract. Any risk assessment questionnaire released was or will be issued by the Authority solely on this basis.

2. The conditions in Clause 1 above also apply to appropriate sub-Contracts let by the Contractor under this Contract.

**Condition 43 - Metrication**

1. All Articles supplied under this Contract shall conform to metric dimensions. However, where the designs of the Articles necessarily rely on existing documentation which involves Imperial measurements, then the Authority and the Contractor shall review the impact of the final decision on the EC Units of Measurement Directive on the Contract requirement and determine the effect on the Contract price and/or programme and whether or not a Contract amendment is therefore required.

**Condition 44 - Disposal of Equipment**

- 1. All parts, equipment and materials certified as redundant or unserviceable are to be treated in accordance with the Equipment Accounting Centre instructions.
- 2. All parts, equipment and materials certified by the QAR as scrap shall remain the property of the Authority but shall be disposed of by the Contractor on fair and reasonable terms. (In appropriate cases Articles certified as scrap shall be dismantled and disposed of under the supervision of the QAR in such a manner as to preclude the possibility of re-sale in their existing form).

3. The proceeds of scrap and unserviceable parts and equipment shall be credited to the Authority by such methods as may be mutually agreed. If the proceeds are credited direct to the Contractor a list of the items disposed of, countersigned by the QAR shall be sent to the Authority with a statement of the proceeds of the sales. If there are no arisings under this clause the Contractor shall furnish a certificate to that effect, countersigned by the QAR, on completion of the Contract.

#### Condition 45 - Interaction of Specific Provisions

In determining the extent of the Contractor's liability (whether in contract, tort or otherwise howsoever) arising out of or in connection with the Contract or any exclusion of any entitlement of the Contractor to recover expenditure under the Contract, such liability or exclusion shall not apply to the extent that the Contractor is entitled to be indemnified under any of the provisions of the Contract including but not limited to Annex H and Annex I.

#### Condition 46 - Transfer Obligations

1. The Authority acknowledges that the dates set out in the Statement of Technical Requirements relating to the transfer of responsibility and completion of training (including without limitation the Milestone Dates set out in paragraph 8 of the Statement of Technical Requirements) (the "Transfer Obligations") were originally agreed on the assumption that this Contract was to be signed and fully effective by no later than 24<sup>th</sup> February 2000. The Authority further acknowledges that changes to security levels or requirements may lead to delay in completing the Transfer Obligations.

2. Notwithstanding the matters referred to in clause 1 the parties have agreed to retain the original dates referred to in the Statement of Technical Requirements subject to the following conditions:-

2.1 the Contractor shall use all reasonable endeavours to complete the Transfer Obligations on or before the dates specified in the Statement of Technical Requirements and in any event shall ensure that the Transfer Obligations are completed on or before 30<sup>th</sup> November 2001;

2.2 the Authority shall co-operate with the Contractor and promptly provide such assistance as the Contractor may reasonably require in performing the Transfer Obligations;

2.3 the Contractor shall notify the Authority in writing on or before 30<sup>th</sup> September 2000 if it concludes that it will be unable to perform the Transfer Obligations (in whole or part) on or before the dates specified in the Statement of Technical Requirements;

2.4 upon serving such notice, the Contractor shall at the same time deliver to the Authority, for approval by the Authority (such approval not to be unreasonably withheld or delayed) a revised timetable for completion of the Transfer Obligations. Once approved by the Authority the dates in the revised timetable shall be treated for all purposes as superseding and replacing the dates in the Statement of Technical Requirements;

2.5 the Authority will not withhold or delay its consent to the revised timetable provided that the revised timetable does not extend the date for completion of the Transfer Requirements beyond 30<sup>th</sup> November 2001;

2.6 provided that the Contractor has used its reasonable endeavours to complete the Transfer Obligations on or before 30<sup>th</sup> September 2001 and it complies with its obligations under this clause it shall not be treated as being in breach of this Contract if it fails to complete the Transfer Obligations before such date.

#### Condition 47 - Personal Insurance Indemnities

The Contractor shall deliver or procure delivery of (on behalf of the Authority) a letter substantially in the form contained in Annex J ("the Insurance Indemnity Letter") to each of its employees engaged or likely to be engaged in an Emergency Response Team.

In the event of any employee who is employed by the Contractor during the period of this Contract or his/her respective personal representatives making a claim or claims against the Contractor as a direct consequence of the insurance cover described in the Insurance Indemnity Letter being invalid, the Authority shall indemnify and keep the Contractor indemnified against all costs, claims or other causes of action arising directly therefrom.

#### Condition 48 - Recruitment and Relocation

In the event of staff turnover, the Contractor is to ensure that the Authority is immediately notified of any impact to Convoy Operations and is to commence recruitment action as soon as practicably possible. Costs for Recruitment and Relocation shall be addressed on a case by case basis and will be addressed under the rolling CCN. This activity in the Schedule of Prices from contract year 8. If the annual activity increases significantly compared to previous Contract NBSA/6093 contract years 6,7 or 8 AWE shall be entitled to submit a Change Control Note (Condition 33) for the additional work. ese costs are subject to a maximum price of £60k per annum and the Contractor shall notify the Authority of all anticipated expenditure against this maximum price.

An annual review of the maximum price shall be undertaken between the parties as to ensure that the sum is sufficient to cover any future anticipated expenditure for the following year.

#### Condition 49 - Employee Development

1. The Contractor is to immediately notify the Authority of any newly engaged personnel who are to be employed under the Contract. If the annual activity increases significantly compared to previous Contract NBSA/6093 contract years 6,7 or 8 AWE shall be entitled to submit a Change Control Note (Condition 33) for the additional work. Training requirements for newly employed personnel are to be agreed with the Authority and will be addressed under Contract Change Control Action. A maximum price of £25k per annum for newly engaged employee(s) shall apply to this Contract. The Contractor shall notify the Authority of all anticipated expenditure for the following year.

2. An annual review of the maximum price shall be undertaken between the parties as to ensure that the sum is sufficient to cover any future anticipated expenditure for the following year.

#### Condition 50 - Vehicle Fuel Costs

1. The Contractor is to supply Cost Certificates on a quarterly basis for actual vehicle fuel costs incurred under the Contract. Payments for vehicle fuel will be paid against actual received costs and will be covered under Contract Change Control Action. A maximum price of [REDACTED] per annum for vehicle fuel shall apply to this Contract.

2. An annual review of the maximum price shall be undertaken between the parties as to ensure that the sum is sufficient to cover any future anticipated expenditure for the following year. If the annual activity increases significantly compared to previous Contract NBSA/6093 years 6,7 or 8 AWE shall be entitled to submit a Change Control Note (Condition 33) for the additional work.

#### Condition 51 - Transitional Arrangements on Completion/Termination of this Contract

1. Prior to the expiry of this Contract, the Authority may wish to mount a competition for a follow-on Contract. In this event, all data, records and current plans relating to the work of the Contractor governed by this Contract i.e. those items, which are the subject to Intellectual Property Rights definition in Conditions 21 and 22 must be made available to the Authority, or its appointed representatives on request. The information requested is to be provided in the media and format required by the Authority.

[REDACTED]

2. During this transitional period, the Contractor shall comply with all reasonable requests for access to existing staff, facilities, records and current plans relating to the work of the Contractor as defined in Clause 1. above. In the event of any dispute over the timing of provision of the propriety of the request for access, the Authority is to be informed of the substance of the dispute and will, taking into account all relevant factors, reach a reasonable decision, which will be final.

[REDACTED]

Schedule of Prices

Annex A

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------	------------	------------

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
------------	------------	------------	------------

[REDACTED]

[REDACTED]



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[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Note: VAT up to 1 Dec 2008 17.5%. Change to 15% effective from 1 Dec 2008.

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



[REDACTED]



[REDACTED]

[REDACTED]



[REDACTED]

### Annex C - Authorised Officers

#### Project Officers

The following Project Officers are the only officers who are able to certify contractors AG 173's as detailed in 'Special Conditions of Contract (Condition 8 - Payment)'.  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### Commercial Officers

The following personnel are the only people who are able to issue amendments and authorise Change Control Notices under 'Special Conditions of Contract (Condition 33 - Change Procedure)'.  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

### Annex D - Assets and Facilities

The Contract Asset Register is currently held and maintained by Atomic Weapons Establishment Plc as a separate document, in accordance with Paragraphs 4.0.1 to 4.0.4 to the Contract Statement of Technical Requirements.

**Annex E – Summary of Outstanding Negotiating Certificates**

Not used.

**Annex F - Montreal Protocol**

**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/HFC-22).

**Halons** - Production of controlled Halons has stopped.  
Halon-1211 (bromochlorodifluoromethane - BFC)  
Halon-1301 (bromotrifluoromethane - BTM)  
Halon-2402

**HBFCs** - Production has stopped.

CHFB <sub>2</sub>	C <sub>2</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>3</sub> HF <sub>4</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>2</sub> Br <sub>3</sub>
CHF <sub>2</sub> Br	C <sub>2</sub> H <sub>2</sub> F <sub>3</sub> Br	C <sub>3</sub> HF <sub>3</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>3</sub> Br <sub>2</sub>
CH <sub>2</sub> FBr	C <sub>2</sub> H <sub>3</sub> FBr <sub>2</sub>	C <sub>3</sub> HF <sub>6</sub> Br	C <sub>3</sub> H <sub>3</sub> F <sub>4</sub> Br
C <sub>2</sub> H <sub>3</sub> F <sub>2</sub> Br	C <sub>3</sub> H <sub>2</sub> FBr <sub>5</sub>	C <sub>3</sub> H <sub>4</sub> FBr <sub>3</sub>	C <sub>2</sub> HFB <sub>4</sub>
C <sub>2</sub> H <sub>4</sub> FBr	C <sub>3</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>4</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>2</sub> HF <sub>2</sub> Br <sub>3</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>3</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>3</sub> Br	C <sub>2</sub> HF <sub>3</sub> Br <sub>2</sub>	C <sub>3</sub> HFB <sub>6</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>4</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>5</sub> FBr <sub>2</sub>	C <sub>2</sub> HF <sub>4</sub> Br	C <sub>3</sub> HF <sub>2</sub> Br <sub>5</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>5</sub> Br	C <sub>3</sub> H <sub>5</sub> F <sub>2</sub> Br	C <sub>2</sub> H <sub>2</sub> FBr <sub>3</sub>	C <sub>3</sub> HF <sub>3</sub> Br <sub>4</sub>
C <sub>3</sub> H <sub>3</sub> FBr <sub>2</sub>	C <sub>3</sub> H <sub>6</sub> FBr		

**HFCs** - 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 (CCl<sub>4</sub>)** - Production has stopped.  
**1,1,1-TRICHLOROETHANE (C<sub>2</sub>H<sub>3</sub>Cl<sub>3</sub>)** - Production has stopped.  
**METHYL BROMIDE (CH<sub>3</sub>Br)** - Production limits apply.

## Annex G - Definitions and Interpretations

1. In the Contract (as defined below) the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

- a) "articles" means all goods (excluding Services) which the Contractor is required under the Contract to supply;
- b) "the Authority" means the Secretary of State for Defence;
- c) "business day" means any day excluding:
  - Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party;
  - Privilege days notified in writing by the Authority to the Contractor at least 10 business days in advance; and
  - Such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least 10 business days in advance.
- d) "the Contract" means the agreement concluded between the Authority and the Contractor, including all specifications, plans drawings, annexes, schedules and other documentation, expressly made part of the agreement. In the event of contradiction, precedence shall be given to the Special Conditions of Contract, followed by the DEFCONS and Standard Conditions (from GC/Stores/1 edition April 1979), (which shall have equal precedence to the DEFCONS called up in the Contract), and then the Schedule of Requirements followed by the DEFFORM 111.
- e) "the Contract Price" means the price exclusive of Value Added Tax, payable to the Contractor by the Authority under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract;
- f) "the Contractor" means the person who, by the Contract, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;
- g) "the Contracts Branch" means the authority so designated in the Contract;
- h) "Firm Price" means a price, agreed for the Articles or Services, or both, which is not subject to variation. "Fixed Price" means a price, agreed for the Articles or Services, or both, that is subject to variation in accordance with the variation of price provisions of the Contract;
- i) "Issued Property" means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
- j) "loss" includes damage or destruction;
- k) "material" is a generic term meaning equipment, stores, supplies and spares;
- l) "month" means calendar month;
- m) "person" includes any legal or natural person or persons;
- n) "Project Manager" and "Equipment Support Manager" mean the authority so designated in the Contract;
- o) "Representative of the Authority" in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision and identified in the Contract or in any subsequent notice to act for the purposes of the provision;
- p) "Services" means all services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or to fulfil;

q) the masculine includes the feminine and vice versa and words importing the neuter includes the masculine and the feminine;

r) the singular includes the plural and vice versa;

2. Where BS/EN/ISO 9000 or documents in the AQAP 100 series form part of the Contract either by reference in the special conditions or as invoked by such Defence Standards (DEF-STANS) in the 05-90 series as are called up as part of the Contract, the following provisions shall also have effect:

- a) "the Purchaser" means "the Authority";
- b) "the Purchaser's Representative" means "the Representative of the Authority";
- c) "the Project Management Authority" or "Progress Authority" means the authority so designated in the Contract.

3. References to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended or consolidated by any subsequent enactment, order, regulation, or instrument.

4. The heading to any Contract condition shall not affect the interpretation of that condition.

5. Any decision, act, or thing which the Authority is required or authorised to take or do under the Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority.

6. "Year" means for the first year means the date of commencement until 31 March 2001 and thereafter each consecutive period of 12 months.

7. For the purposes of this Contract "Articles" shall also be taken to mean "Services" and Vice Versa.

8. "Negotiating Certificate" means those documented issues agreed between the Authority and the Contractor as being outstanding for resolution and set out at Annex E.

9. "Parent Companies" shall mean AWE Management Ltd, Serco Group Plc, Lockheed Martin Corporation and British Nuclear Fuels Plc.

10. "Establishment" shall be the Atomic Weapons Establishment at Aldermaston and Burghfield.

11. "Insured Risks" means accident, theft, fire, explosion and such other risks that the Authority shall require the Contractor to insure against.

## Annex H - INDEMNITY FOR NON-NUCLEAR RISKS

Preamble: The parties hereby acknowledge that the provisions of Condition 16 of the Contract shall also apply in respect of this indemnity.

### PART A (PROPERTY DAMAGE)

#### Indemnity

1.1 Notwithstanding anything in any provision of the Contract to the contrary, subject to Clauses 1.3 and 2, the Authority shall indemnify and keep the Contractor indemnified from and against any loss suffered or incurred by the Contractor by reason of the destruction of, or any damage to, or loss of, Property caused by any of the matters referred to in Clause 1.2 occurring during any period in which this indemnity is in force.

1.2 The matters referred to in Clause 1.1 above are as follows:-

- 1.2.1 fire;
- 1.2.2 lightning;
- 1.2.3 explosion (excluding pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds);
- 1.2.4 aircraft and other aerial devices or articles dropped therefrom (excluding destruction or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speed);
- 1.2.5 earthquake;
- 1.2.6 riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, or malicious persons excluding damage arising from cessation of work; and
- 1.2.7 storm, tempest or flood BUT excluding:-
  - (i) damage attributable solely to change in water table level;
  - (ii) destruction or damage by frost, subsidence or landslip; and
  - (iii) destruction of or damage to boundary walls, fences and gates and moveable property in the open;
- 1.2.8 escape of water from any tank, apparatus or pipe, excluding damage in respect of any building which is empty or not in use;
- 1.2.9 impact by vehicles, plant, equipment or machinery;
- 1.2.10 accidental escape of water from any automatic sprinkler installation, excluding damage by freezing in any building which is empty or not in use;
- 1.2.11 theft or attempted theft involving forcible or violent entry to or exit from the Vehicles or the Establishment or any part of the Establishment, excluding theft of Money and securities of any description;
- 1.2.12 Pollution or Contamination;
- 1.2.13 Subsidence, ground heave or landslip excluding damage:
  - 1.2.13.1 arising from the settlement or movement of made-up ground or by coastal or river erosion;
  - 1.2.13.2 occurring as a result of the construction, demolition, structural alteration or structural repair of any property at the Establishment;
  - 1.2.13.3 arising from normal settlement or bedding down of new structures; and
  - 1.2.13.4 commencing prior to any period in which this indemnity is in force.

1.2.14 any other accident excluding damage:-

1.2.14.1 to Property caused by:-

1.2.14.1.1 its own faulty or defective design or materials;

1.2.14.1.2 inherent vice, latent defect, gradual deterioration, wear and tear arising from any default of the Contractor; or

1.2.14.1.3 faulty or defective workmanship, operational error or omission on the part of the Contractor or its employees;

but this shall not exclude subsequent damage which itself results from a cause not otherwise excluded;

1.2.14.2 caused by:-

1.2.14.2.1 corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects;

1.2.14.2.2 change in temperature, colour, flavour, texture or finish; or

1.2.14.2.3 mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates;

but this shall not exclude

1.2.14.2.4 such damage which itself results from other damage and is not otherwise excluded; or

1.2.14.2.5 subsequent damage which itself results from a cause not otherwise excluded;

1.2.14.3 caused by any of the matters referred to in Clauses 1.2.1 to 1.2.13 or any of the matters expressly excluded in such Clauses (whether or not covered by this indemnity)

(a) caused by fraud or dishonesty on the part of the Contractor;

(b) caused by disappearance unexplained, or inventory shortage, misfiling or misplacing of information; or

1.2.14.4 to Property resulting from its undergoing any process involving the application of heat excluding fire, lightning or explosion.

1.2.14.5 to a building or structure caused by its own collapse or cracking to the extent caused by the default of the Contractor

1.3 In the event of the destruction of, or any damage to, Property in respect of which the indemnity under this Part A is applicable, the Authority shall:-

1.3.1 repair, or at its expense cause to be repaired, such damage or at the Authority's option reinstate or replace, or at its expense cause to be reinstated or replaced, such Property or any part thereof; and

1.3.2 pay to the Contractor all reasonable expenses necessarily and unavoidably incurred as a result of such destruction or damage, which are not otherwise recoverable from the Authority.

#### Exclusions

2 The indemnity under this Part A shall not apply to:-

2.1 any loss attributable to fair wear and tear, gradual distortion or deterioration;

2.2 subject to Clause 1.3.2, consequential loss or damage of any kind or description;

2.3 loss of profits; or

2.4 any loss, destruction or damage to the extent it arises out of or results from Gross Negligence or a deliberate and malicious act or omission on the part of a Director, Company Secretary or officer of similar standing of the Contractor.

## PART B (LIABILITY)

### Indemnity

3. Subject to Clause 4, the Authority shall indemnify and keep the Contractor indemnified against all liability for compensation in respect of accidental death or illness of, or bodily injury to, any person (including any employee of the Contractor or the Authority) and accidental loss of or damage to any material property (including all associated legal costs and expenses incurred by the Contractor as agreed by the Authority prior to such costs and expenses being incurred) arising out of or in connection with or ancillary to the Contract and/or any other agreement entered into by the Contractor and the Authority pursuant to any of the foregoing.

### Exclusions

4. The indemnity under this Part B shall not apply to any liability:-

- 4.1 use of plant as a tool of the trade
- 4.2 which arises out of or results from Gross Negligence or a deliberate and malicious act or omission on the part of a Director, Company Secretary or officer of similar standing of the Contractor.

## PART C (GENERAL)

### Definitions

5.1 "Gross Negligence" means any act or omission of a Director, Company Secretary, or Officer of similar standing of the Contractor, based on his actions as an individual rather than the actions of his subordinates or any other person which falls substantially below the standard of diligence which could reasonably be expected of a competent and conscientious person in the same position and under the same circumstances as such Director, Company Secretary, or Officer of similar standing of the Contractor, but only if it would have been obvious to such a competent and conscientious person that such act or omission would cause, or would be highly likely to cause, an Occurrence (as defined in Clause 40.5.3 of the Management and Operation Contract).

5.2 "Money" means cash, bank notes, currency notes, cheques, bankers drafts, postal orders, money orders, current postage stamps and revenue stamps, National Insurance stamps, National Savings stamps and certificates, holiday savings stamps, luncheon vouchers, credit company sales vouchers, VAT purchase invoices, Premium Bonds, bills of exchange, giro cheques and drafts, gift tokens, trading stamps, unused units in franking machines, consumer redemption vouchers and credit cards;

5.3 "Pollution or Contamination" means -

- 5.3.1 all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- 5.3.2 injury, damage or other loss directly or indirectly caused by such pollution or contamination.

5.4 "Property" means all machinery, plant, equipment and other property which is owned by the Contractor or (not being owned by the Contractor) which is leased or licensed to or hired by or otherwise in the custody, control or possession of the Contractor and for which the Contractor is legally liable in relation to the performance of the Contract including without limitation the Vehicles and Equipment made available to the Contractor pursuant to Condition 4 Assets and Facilities.

### Waiver

6. The Authority hereby waives any claim against the Contractor in respect of:-

- 6.1 the loss or destruction of, or any damage to, Property owned by the Authority in respect of which the indemnity under Part A would otherwise apply; and

6.2 any death of, or personal injury suffered by, any officer, servant or agent of the Authority and any loss, damage or destruction of any real or personal property of the Authority (including any of its officers, servants or agents) resulting from an accident occurring in or arising from the performance of work pursuant to the Contract

during any period in which the indemnities under Parts A and B are in force PROVIDED ALWAYS THAT this Clause 6 shall not have effect in relation to any loss, destruction, damage or death or personal injury which arises out of or results from Gross Negligence or a deliberate and malicious act or omission on the part of a director, company secretary or officer of similar standing of the Contractor.

7. The Contractor shall:-

7.1 allow the Authority to have control of all actions, proceedings and claims in respect of the matters covered by the indemnities under Parts A and B and the exclusive right to determine conduct of such actions and proceedings, including the right to appoint Counsel and Solicitors.

7.2 forthwith upon sustaining any loss or damage or being notified of any claim or demand by a third party furnish in writing to the Authority particulars thereof and thereafter afford to the Authority such assistance and furnish such particulars and information as the Authority may from time to time require; and

7.3 not without the prior written consent of the Authority pay, compound or settle any action, proceeding or claim within the scope of the indemnity nor do nor permit anything to be done which may prejudice or adversely affect the Defence or disposal thereof.

### Liabilities assumed by Contractor

The indemnities hereby given under Parts A and B shall not apply to any liability to a third party which the Contractor may assume by agreement unless such liability would have attached to the Contractor notwithstanding such agreement or unless the Authority shall have given its prior written consent to such assumption of liability by the Contractor.

### General Exclusions

9. The indemnities under Parts A and B shall not apply:-

9.1 to the extent to which:-

9.1.1 the Contractor is indemnified under any other provision of the Contract;

9.1.2 the Contractor is insured in respect of any loss; or

9.1.3 the Contractor is indemnified or compensated by a third party in respect of any loss PROVIDED THAT:

9.1.3.1 this exclusion under Clause 9.1.3 shall not apply to the extent that the Contractor, having used its reasonable endeavours to recover its loss from a third party, is unable to do so; and

9.1.3.2 if in any particular case hardship to the Contractor should arise from the operation of this Clause 9.1.3 it shall be open to the Contractor to refer the circumstances to the Authority who, on being satisfied that such hardship exists, shall make such allowance, if any, as in its opinion is reasonable and the decision of the Authority on any matter or thing arising out of this Clause 9.1.3 shall be final and conclusive.

9.2 to any loss arising out of or resulting from the radioactive properties, or a combination of those and any toxic, explosive or other hazardous properties of any nuclear matter (as defined in the Nuclear Installations Act 1965), radioactive material or radioactive waste (as such terms are defined in the Radioactive Substances Act 1960) which is intended to be used or handled, is being used or handled or has been used or handled in connection with the research, design, development, manufacture, maintenance or withdrawal from service of nuclear warheads at the Establishment and all other operations and work carried on at the Establishment or elsewhere for the Authority pursuant to the Contract;

9.3 to any loss resulting from a claim duly established against the Contractor by virtue of Section 7 of the Nuclear Installations Act 1965;

9.4 NOT USED

9.5 to any liability in respect of Pollution or Contamination to the extent it is due to the non performance by the Contractor of its obligations under this Contract other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific moment in time and place during any period in which this indemnity is in force PROVIDED ALWAYS THAT all Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place; or

9.6 in respect of any destruction of, or any damage to, or loss of Property or accidental death or illness of or bodily injury to any person or accidental loss of or damage to any material property which may occur on or after the date the limitation period has expired for such matter.

#### Third Party Remedies

10. The Contractor shall use its reasonable endeavours to ensure that any agent or sub-contractor, or other third party ("Third Party") acting under the direction or control, of the Contractor shall make good, or at the Authority's option pay compensation for, all loss of or damage occurring to property of the Authority or the Contractor and be liable for any death or personal injury or loss of or damage to material property in such Third Party's custody, control or possession which loss, damage, death or personal injury arises from such Third Party's presence at the Establishment in connection with the Contract, except to the extent that such Third Party is able to show that any such loss, damage, death or personal injury was not caused or contributed to by his neglect or default or the neglect or default of his servants, agents or sub-contractors or by any circumstances within his or their control.

## Annex I - NUCLEAR INDEMNITY

Preamble: The parties hereby acknowledge that the provisions of Condition 17 of the Contract shall also apply in respect of this indemnity.

### Part A (Non-NIA risks)

#### 1. Definitions

In Part A of this Annex:-

1.1 "Gross Negligence" means any act or omission of a Director, Company Secretary, or Officer of similar standing of the Contractor, based on his actions as an individual rather than the actions of his subordinates or any other person, which falls substantially below the standard of diligence which could reasonably be expected of a competent and conscientious person in the same position and under the same circumstances as such Director, Company Secretary, or Officer of similar standing of the Contractor, but only if it would have been obvious to such a competent and conscientious person that such act or omission would cause, or would be highly likely to cause, an Occurrence as defined in Clause 40.5.3 of the M&O Contract.

1.2 "Nuclear Matter" shall have the meaning ascribed to it under Section 26 of the Nuclear Installations Act 1965 and shall also include any nuclear fuel and any explosive nuclear assembly or nuclear component thereof.

1.3 "Radioactive Material" shall have the meaning ascribed to it under Section 18 of the Radioactive Substances Act 1960.

1.4 "Radioactive Waste" shall have the meaning ascribed to it under Section 18 of the Radioactive Substances Act 1960 and shall include any other nuclear waste and nuclear waste from the combustion of any nuclear fuel and nuclear waste from any explosive nuclear assembly or nuclear component thereof.

1.5 The expression "the Contractor" shall be AWE plc or any permitted subcontractor of the Contractor as if a separate indemnity had been granted to each.

2. Notwithstanding anything contained in any provision of the Contract to the contrary, the Authority shall at all times hereafter indemnify and keep the Contractor indemnified from and against, including cost of litigation;

2.1 any loss or contamination of, or damage to, any property belonging to or leased or licensed to, or hired by, or otherwise in the control, custody or possession of the Contractor (other than property in respect of which the waiver under Clause 4 is applicable) and any loss of use thereby suffered by the Contractor and any reasonable expenses (but not loss of profit) unavoidably incurred as a direct result of such loss, contamination or damage which are not otherwise recoverable from the Authority; or

2.2 any action, claim or proceedings brought by a third party (including employees of the Contractor and employees of the Authority) in respect of death or personal injury or of loss or contamination of, or damage to, any property, which belongs to such third party.

In so far as such loss, damage, contamination, loss of use, action, claim or proceedings as aforesaid ("Liability") shall arise out of or result from the radioactive properties, or a combination of those and any toxic, explosive or other hazardous properties of any Nuclear Matter, Radioactive Material or Radioactive Waste which is intended to be used or handled, is being used or handled or has been used or handled in connection with the research, design, development, manufacture, maintenance or withdrawal from service of nuclear warheads at the

Establishment and all other operations and work carried on at the Establishment or elsewhere for the Authority.

PROVIDED ALWAYS THAT:-

2.3 this indemnity shall cover any Liability which arises out of or results from the acts or omission of the Contractor or any servant or agent of the Contractor, BUT NOTHING HEREIN shall oblige the Authority to indemnify the Contractor in respect of any Liability to the extent it arises out of or results from Gross Negligence or a deliberate and malicious act or omission on the part of a Director, Company Secretary, or Officer of similar standing of the Contractor.

2.4 this indemnity shall not apply to the extent to which:-

2.4.1 the separate indemnity given by the Authority to the Contractor under Part B of this Annex in respect of cover required for the purposes of complying with the requirements of the Nuclear Installations Act 1965 applies; or

2.4.2 the Contractor is indemnified under any other provision of Contract; or

2.4.3 the Contractor is insured in respect of such Liability.

2.5 The Contractor shall:-

2.5.1 allow the Authority to have control of all actions, proceedings and claims under Clause 2.2 above and the exclusive right to determine the conduct of such actions and proceedings, including the right to appoint Counsel and Solicitors;

2.5.2 forthwith upon sustaining any loss or damage or being notified of any claim or demand by a third party furnish in writing to the Authority particulars thereof and thereafter afford to the Authority such assistance and furnish such particulars and information as the Authority may from time to time require; and

2.5.3 not without the prior written consent of the Authority pay, compound or settle any action, proceeding or claim within the scope of this indemnity nor do nor permit anything to be done which may prejudice or adversely affect the Defence or disposal thereof.

3 The indemnity hereby given shall extend to any Liability which the Contractor may, with the prior consent in writing of the Authority, assume (whether or not legally required so to do), or incur by reason of any indemnity given by the Contractor.

4 The Authority hereby waives any claim against the Contractor in respect of any death of, or personal injury suffered by, any officer, servant or agent of the Authority or any loss or contamination of, or damage to real or personal property or loss of use thereof arising out of or resulting from the radioactive properties, or any combination of those and any toxic, explosive or other hazardous properties of any Nuclear Matter, Radioactive Material or Radioactive Waste in any of the circumstances referred to in Clause 2 above PROVIDED ALWAYS THAT this Clause 4 shall not have effect in relation to any death, personal injury, loss, contamination or damage arising out of or resulting from Gross Negligence or a deliberate and malicious act or omission on the part of any director, Company Secretary or officer of similar standing of the Contractor.

#### PART B (NIA Risks)

1. THE SECRETARY OF STATE FOR DEFENCE hereby undertakes to indemnify the Contractor in respect of claims arising out of or in connection with the use by the Contractor of the Establishment being claims for satisfaction of which the Contractor is required by subsection (1) of section 19 of the said Act of 1965 (as amended) to make provision.

2. This indemnity shall be governed by and construed in accordance with the Laws of England.

## Annex J – Insurance Indemnity

### The Insurance Indemnity Letter

#### INDEMNIFICATION OF PRIVATE LIFE INSURANCE POLICIES

1. As an AWE member of an Emergency Response Team or in undertaking the role of RAFLO, you are unable for security reasons, to disclose to an insurance company the nature of the duties you may be called upon to undertake.

2. In the event of an insurance company repudiating a claim on an insurance policy where you are the insured by reason of your participating in the duties of the team, the Ministry of Defence will underwrite that policy.

3. You are assured that in the event of a claim being repudiated for the reasons outlined at paragraph 2, the Ministry will make payment irrespective of any legal grounds it may feel exists for subsequently challenging the decision of the insurance company.

4. This undertaking is not personal to you but extends to your personal representatives in the event of your death.

5. This undertaking is given on the understanding that if the Ministry is required to perform the obligations of an insurance company under a policy where you are insured, you will afford the Ministry every assistance it may require to enable it to pursue a claim against the insurance company if so advised in your name or otherwise and that this obligation shall be binding not only on you but also on your personal representatives in the event of your death.



operated, up to a maximum of [REDACTED] at the direction of the Authority. These may be run loaded, partly loaded or for training purposes.

### 3. PERSONNEL

#### 3.1 GENERAL

3.1.1 The Contractor shall provide trained and qualified personnel to support the MDP in the operation of the NW road convoy. During all convoy operations civilian personnel shall be under the command of the Convoy Commander (Cvy Cdr). [REDACTED]

3.1.2 The following pool of personnel shall be provided.

3.1.2.1 [REDACTED]

3.1.2.2 [REDACTED]

3.1.2.3 [REDACTED]

3.1.2.4 [REDACTED]

3.1.2.5 [REDACTED]

3.1.2.6 [REDACTED]

3.1.3 The following personnel from those listed at 3.1.2. above shall be trained and experienced to remain qualified for duties on the convoy:

3.1.3.1 [REDACTED]

3.1.3.2 [REDACTED]

3.1.3.3 [REDACTED]

3.1.3.4 [REDACTED]

3.1.4 All convoy operations shall be in accordance with the Policy in JSP 483 and the extant Convoy Operating Procedures (COPS)<sup>1</sup>.

3.1.5 The following Contractor's personnel shall support each convoy stage<sup>2</sup>:

3.1.5.1 [REDACTED]

3.1.5.2 [REDACTED]

3.1.5.3 [REDACTED]

[REDACTED]

3.1.5.4 Exceptionally, [REDACTED]

3.1.5.5 [REDACTED]

[REDACTED]

3.1.5.6 [REDACTED]

3.1.5.7 [REDACTED]

<sup>1</sup> Current edition is MDP SEG Nuclear Weapon Convoy Operating Procedures - Original.

3.1.6 The Contractor's Personnel shall support overall convoy operation for:

3.1.6.1 Management of the activities covered by this requirement and the provision of Transport Movement Control (TMC).

3.1.6.2 Maintenance and preparation of all convoy vehicles (except those used by MDP and RM [REDACTED])

3.1.6.3 En-route repairs to all convoy vehicles.

3.1.6.4 Provision of the AWE element of the [REDACTED] for any accident involving the convoy.

3.1.7 The point of change of custody of the load is when the container is positioned on the Load Transfer Platform Trolley (LTPT). From / to that point the securing of the load shall be under the control and supervision of the CSO/DCSO with the driver being responsible for the safety of the vehicle load. AWE personnel will provide the vehicle loading/unloading team.

3.1.8 The Contractor is to provide Personal Protection Equipment (PPE) for all his personnel participating in a convoy operation, including Respirator (S10 or equivalent), Kevlar Helmets, body protection (flak jacket).

3.1.9 JOB SPECIFICATIONS. Individual Contractor's Personnel shall comply with the Job Specifications for convoy personnel as amplified in the extant Convoy Operating Procedures (COPS).

3.1.10 TRAINING REQUIREMENTS. The required training and standards are stated in JSP 483 and amplified in the Convoy Personnel Training and Competence System (CPT&CS). This training shall be carried out, in conjunction with the MDP, by the Contractor. Civilian courses shall be funded by the Contractor.

3.1.11 CONVOY PERSONNEL TERMS AND CONDITIONS. The convoy personnel Terms and Conditions shall include, but not be limited to the following requirements:

3.1.11.1 Each convoy requires [REDACTED] after the movement operation for briefings and debriefing. This may require personnel [REDACTED].

3.1.11.2 Leave policy shall be based around the Operational and training periods.

3.1.11.3 SECURITY CLEARANCES. AWE personnel shall be cleared to the appropriate level taking cognisance of JSP 483

#### 3.2 OPERATIONAL PHASE

3.2.1 The Contractor shall provide personnel in support of and under the command of MDP to operate the convoy on a minimum of [REDACTED] between AWE and RNAD Coulport (and return) per year. The maximum number of operational convoys will be [REDACTED] in any one year. Personnel shall be available for training and undertake training as shown in the CPT&CS. There is to be 1 additional run to/from the site of the annual accident exercises, a Grade C (NST).

3.2.2 The normal method of operating NW convoys will be by continuous running, incorporating the need for running in the hours of darkness. Such a run will include the need for a [REDACTED] at an appropriate [REDACTED]. Exceptionally, the option to run a convoy making use of one crew and one staging activity may be undertaken. The period of the staging activity will be the [REDACTED].

3.2.3 The maintenance of sufficient personnel may require that constituted convoys are run specifically for training purposes and a convoy will be constituted to travel to and from the site of training weeks. Where this drives the total number of operational convoys above [REDACTED] per year, Contract Change Notice action will be required. If the number of convoys to the training week location(s) is [REDACTED] as shown at paragraph 3.3.10 or attendance at more than one Grade C exercise is required as shown at paragraph 7.2.2 then Contract Change Notice action will be required

3.2.4 Participation of convoy personnel and some vehicles will be required at [REDACTED]. This will be negotiated each year as part of the overall convoy programme. Contract Change Notice action will be required.

3.2.5 Periodically convoy personnel will be required to take part in Grade A or B nuclear accident exercises. Contract Change Notice action will be required.

3.2.6 The programme will be agreed between 12 and 6 months in advance and will be notified to the Contractor by the end of December each year. The number and programming of convoys each year will be sufficient to ensure that the Contractor shall be able to maintain the required standards of convoy liability.

3.2.7 Outside programmed convoys, agreed as at above, the Contractor is to maintain the capability to constitute and deploy a convoy with a [REDACTED] and support to assist in the recovery of material following an accident involving NWS. This capability is not required when a convoy is already deployed away from AWE.

3.2.8 [REDACTED] Location selection will be [REDACTED] but as at present no accommodation or messing will be provided at these locations, at RNAD Coulport or AWE. The Contractor shall provide a safety team, as specified in COPS, while the convoy is positioned at [REDACTED]. Any consequent requirement to delay the convoy, for example because of consideration of driver hours shall be agreed between the Cvy Cdr and the Authority.

3.2.9 All Convoy accommodation will be organised and booked by the contractor. The members of the safety team shall be accommodated close enough to the [REDACTED] and termini to achieve the required response times.

#### CONTINUATION TRAINING

3.2.10 Continuation training for convoy personnel, MDP and maintenance teams shall be provided by the Contractor in conjunction with MDP. The aim of this training is to maintain 'Convoy Qualified Status' and to ensure that safety and security standards are maintained. There are to be 4 periods each of 5 days duration each year for Convoy Team Training at a venue to be decided between the Authority, MDP and the Contractor. Any change to the requirement for the 4 periods stated above will be subject to contract variation. Any changes to training schedules, standards or documentation shall be agreed with the Authority and MDP. Full training records and SQEP Registers are to be maintained.

3.2.11 Agreement that the standard reached by individuals is sufficient to attain or maintain Convoy Qualified Status lies with the Cvy Cdr.

#### 4. INFRASTRUCTURE

4.1 Facilities shall be provided for the garaging, maintenance and support of the vehicles listed in the following section.

4.2 All identified vehicles, stores, and workshop equipment with the exception of fixed items such as the gantry crane has been transferred to the Contractor at no charge as GFE. Vehicles shall only be used for NW convoy related activities. The Contractor shall maintain all GFE (lifts, wheel removal tool etc.) to AESPs, APs or manufacturer's recommended schedules and in accordance with the Maintenance and Support Policies referenced in this specification\*. Unless stated otherwise in the Maintenance or Support Policy, maintenance spares shall be purchased locally as required.

\* At this Issue of the SOTR there remain some uncertainties over support responsibilities and policies. Support policies will be agreed and documented before the Contractor is required to assume any maintenance responsibilities.

4.3 The benefit of any manufacturer's warranties owned/held by the Authority in relation to items to be operated or maintained by the Contractor will be passed on to the Contractor

#### 5. VEHICLES

##### GENERAL

5.1.1 MAINTENANCE. Vehicles shall be maintained in accordance with formal maintenance schedules. Maintenance shall conform to the policy at Reference 3 and be in accordance with the list of mandatory publications contained therein. STAMA is to be used as the Convoy Vehicle Fleet management, operation and maintenance system.

5.1.2 GARAGING. [REDACTED]

5.1.3 Actual security arrangements are to be agreed between the Contractor and the Authority's security advisor.

5.1.4 OWNERSHIP. MOD will retain the Design Authority and Support Authority for the TCHDs and the other vehicles listed at paragraph 5.2.1, collectively known as the [REDACTED]. The NW convoy will continue to run as a military convoy. All vehicles, regardless of ownership will retain military status when part of a constituted convoy.

5.1.5 All fuel will be supplied free of charge by MOD except at AWE Aldermaston. When convoys are constituted at AWE Aldermaston all convoy vehicles, excluding MDP vehicles, shall be fully fuelled in accordance with Condition 50 (Vehicle Fuel Costs). Fuel for convoy vehicles will be provided at no cost to the Contractor when away from AWE.

5.1.6 Breakdown cover is provided by MOD for the vehicles listed at para 5.2.1.1. to 5.2.1.6 inclusive.

5.1.7 Only fully serviceable and clean vehicles shall be used on the Convoy. Minor defects such as cracked mirrors or light lenses, which would normally be ignored by the general haulage trade until the next scheduled service, will not be acceptable.

5.1.8 Vehicles are to be operated in accordance with JSP 341 at all times (including road tests and training activities).

##### 5.2 OPERATIONAL PHASE

5.2.1 The MOD has ownership of the vehicles listed below. The control of modifications and servicing documentation will remain with MOD. No allowance is required for the replacement of these vehicles and MOD reserves the right to defer replacement subject to survey and agreement.

5.2.1.1 [REDACTED] off TCHD heads.

5.2.1.2 [REDACTED] off TCHD trailers.

5.2.1.3 [REDACTED] off Convoy support vehicles

5.2.1.4 [REDACTED] off Convoy support vehicles trailers

5.2.1.5 [REDACTED] off Heavy Recovery Vehicle

5.2.1.6 [REDACTED] off Fire Tenders

5.2.1.7 [REDACTED] off trials motorcycles

5.3.1 All convoy vehicles and associated equipment shall be garaged and maintained such that they are available to constitute a convoy whenever required. Whenever a programmed Convoy is operational, a serviceable CSV, Fire Tender and a complete TCHD Unit are to be

[REDACTED]

available for deployment in the event of a vehicle breakdown. Maintenance shall be in accordance with the extant Vehicle Maintenance Policy. In particular:

- 5.3.1.1 No modifications shall be undertaken without the approval of the Design Authority.
- 5.3.1.2 Only original equipment manufacture's parts shall be used.
- 5.3.1.3 As far as is reasonably practicable, when running outside AWE all convoy vehicles shall be clean and cosmetically presentable
- 5.3.1.4 The required standard of vehicle maintenance and serviceability is expressed in terms of a 'contract mission failure', defined as [REDACTED] attributable to the failure of a vehicle maintained by the Contractor. The contract standard is laid down in the contract terms and conditions.
- 5.3.1.5 Consumables and equipment in convoy vehicles shall be maintained to the scales and lists in Convoy Operating Procedures (COPS).
- 5.3.1.6 The Contractor shall agree with the Authority a provisional budget on an annual basis for NARO consumables in December each year to cover expenditure in the following contract year. The Contractor shall provide timely advice if this budget is likely to overspend during any contract year commencing 1 April. The authority will provide a list of consumable equipment. This budget will be treated in accordance with Condition 33 (Change Procedure).

5.4 REPLACEMENT OF VEHICLES. MOD will replace, free of charge, all the convoy vehicles listed at paragraph 5.2.1. Replacement will be to an agreed programme with the vehicles subject to survey. The current replacement programme is at reference 6 (but see 5.2.1).

5.5 MODIFICATIONS. MOD will provide modification kits and re-imbusement of any additional costs associated with modification work required by MOD. This shall apply to both vehicles and communications equipment covered by the next section.

## 6. COMMUNICATIONS EQUIPMENT

- 6.1.1 The Contractor shall be responsible for the maintenance, but not replacement, of the following communications and communications related equipment, in accordance with the Communications Support Policy (see Reference 4).
- 6.1.2 All equipment installed in vehicles, including [REDACTED] used in support of convoy operations and civilian convoy personnel [REDACTED]
- 6.1.3 The automatic vehicle location system (AVLS), including terminals at [REDACTED] and [REDACTED] is to be maintained.

## 7. INSPECTION AND AUDIT

7.1 CERTIFICATION. Certification for personnel shall be as detailed in the Convoy Personnel Training and Competence System (CPT&CS) see Reference 15. The Convoy Operation will be subject to an internal and external examination by the COPI/WST and NST.

7.2 EXERCISE. There will be a regular programme of exercises to demonstrate continued standards and capability, which in summary is:

- 7.2.1 1 convoy running inspection annually (COPI/WST equivalent). [REDACTED]
- 7.2.2 1 convoy accident inspection annually (NST equivalent, Grade C)
- 7.2.3 [REDACTED] exercises per year. By CCN action.
- 7.2.4 One security exercise [REDACTED] annually by CCN.

7.3 The regular process of Audit by the Authority, is known as a Convoy Operation Proficiency Inspection (COPI), and will include (but not exclusively) training records, vehicle servicing and defect records, communications equipment maintenance records and the convoy on the road.

[REDACTED]

7.4 The Contractor shall maintain a Quality Plan, based on the M & O contract plan. A Project Risk Register shall also be maintained.

## 8. MILESTONES.

New milestones to be proposed by AWE

Reference Documents:

- 1. Not taken up
- 2. Not taken up.
- 3. The Vehicle Maintenance Policy for Vehicles maintained at AWE (D/NBSA/NM218/1 issue 1 dated January 2000)
- 4. Communication Support Policy (tbc)
- 5. Ancillary Equipment Support policy (tbc)
- 6. Vehicle Replacement Programme
- 7. Convoy Operating Procedures NWCG/533/MOV dated 18 Sep 00 Amendment 2 dated 26 Jan 01 (Classified SECRET and supplied under separate cover)
- 8. JSP 483 Volumes 1 and 2
- 9. JSP 341
- 10. JSP 440
- 11. AP-100C-08A STAMA User Guide
- 12. AP-100C-08B STAMA System Manager Guide
- 13. MDP SEG Nuclear Weapon Convoy Operating Procedures - Original.
- 14. Asset List Extant issue
- 15. Convoy Personnel Training and Competence System (CPT&CS)

[REDACTED]

## Enclosure 1 to Statement Of Technical Requirements

### TASK/TRAINING SYNOPSIS – CONVOY SAFETY OFFICER (CSO)

#### DUTIES

##### ROUTINE OPERATIONS

1. Responsible to the Convoy Commander (CC) for the overall safety of the weapons or assemblies carried aboard the Truck Cargo Heavy Duty (TCHD) law current directives with particular reference to JSP 483 and Convoy Operating Procedures (COPs). Also responsible to the CC for the safety of the TCHDs, both whilst en-route and whilst parked at any [REDACTED] staging posts.
2. In addition, responsible for:
  - (a) Providing specialist advice to the CC on engineering and safety matters.
  - (b) Briefing all convoy personnel on the safety aspects associated with the movement of NW.
  - (c) Supervising en-route refuelling of TCHD's.
  - (d) Assuming immediate responsibility for safe implementation of fire/rescue activity at the close scene of an incident/road traffic accident involving any convoy vehicle.
  - (e) The discipline, welfare and performance of engineering, MT and fire tradesmen employed on road convoy duties.
  - (f) Act as part of safety team at [REDACTED] staging posts (as required)

##### NUCLEAR ACCIDENT RESPONSE

3. In the event of a NW accident the CSO becomes the Special Safety Team (SST) Commander and is to:
  - (a) Detail fire personnel to take appropriate fire and first aid action.
  - (b) Assess the likelihood of an RA release and inform the CC by recommending the categorisation of the accident.
  - (c) Pass a detailed appraisal of the situation to the CC indicating what civilian aid is required.
  - (d) Brief the civilian emergency services on the Transport Emergency (TREM) Card and in-cordon hazards.
  - (e) Task the yellow Monitor to carry out monitoring for contamination and positively verify any indications of contamination.
  - (f) Record all information regarding casualties, weapon and vehicle damage. The CSP is to provide a sketch map of the crash site, together with photographic and video material of the scene.
  - (g) Carry out a full cross-cordon brief with the CC.
  - (h) Brief the Follow on Forces forward elements of the situation at the accident site.

[REDACTED]

#### ADDITIONAL DUTIES

4. By virtue of his training, knowledge and experience the CSO holds responsibility for the following additional duties:
  - (a) Lecturing on NW Safety and Nuclear Accident Response Organisation (NARO) Monitoring Protocol during training weeks.
  - (b) Acting as the co-ordinator for all engineering/safety amendments to COPs and carrying out the annual review of engineering/safety related leaflets.

#### TRAINING REQUIREMENTS

##### INTO TRAINING STANDARDS

5. The minimum into training standard should be as follows:
  - (a) HNC/HTEC (or equivalent) qualified engineering technician.
  - (b) Two years relevant.
  - (c) Knowledge of nuclear weapon design and safety.
  - (d) Basic first aid qualified.
  - (e) DV(A) P&C clearance.
  - (f) CSO should be Safe Working at Heights Supervisor qualified.
  - (g) Respirator trained and certified for self-assessment.
  - (h) Completed the necessary AWE Mandatory training requirements.

##### FORMAL COURSE REQUIREMENTS

6. The following formal courses are a pre-requisite for the CSO prior to achieving Convoy Liable status:
  - (a) Special Safety Study Period; currently a 3 day course held at HQ LC RAF Brampton, is desirable, not essential.
  - (b) Specialist training (formally RAFASUPU course No 1).
  - (c) NARO training.
  - (d) Z6 course.
  - (e) Proficiency in Fire fighting and Nuclear Biological Chemical Warfare Defence.
  - (f) Mandatory training as determined by Consequence Management Department.
  - (g) Radiological Safety training (RPS/RSO).
  - (h) To attend NW Safety Course.

##### ON THE JOB TRAINING (OJT)

7. The CSO requires an in-depth knowledge of the following:
  - (a) TCHD Security System.
  - (b) TCHD Automatic Braking System (ABS).
  - (c) TCHD load securing system.
  - (d) TCHD Temperature Monitoring System.
  - (e) Procedure to be used in the event of a TCHD tractor unit/wheel change.
  - (f) Automatic Vehicle Location System (AVLS).
  - (g) Load Procedures.

8. In addition to the above, the CSO is required to have experience of wearing Breathing Apparatus and to undergo 3-monthly re-certification.

**PRACTICAL ASSESSMENT**

9. The CSO's operational role requires significant practical experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:

- (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
- (b) 2 x operational convoys in a U/T capacity to AWE(B).
- (c) 2 x operational convoys in a U/T to/from RNAD Couport.

U/T convoys to AWE(B) are additional to (ie separate MOs) to the U/T convoys to RNAD(C).

10. Convoy liable certification will be assessed and issued by the Convoy Commander (or nominated replacement) during an operational convoy and ratified by OC NWCG.

**CONTINUATION TRAINING**

11. To maintain Convoy Liable status the CSO is required to attend 1 x 3-monthly training week and maintain currency in Core skills.

12. The subjects at Appendix 1 are mandated and are to be covered in the time-frames specified.

Appendix:

- 1. Mandatory Continuation Training

**APPENDIX 1**

**MANDATORY CONTINUATION TRAINING**

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	Current
Aim and Principles of SWS	12 months
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

[REDACTED]

## TASK/TRAINING SYNOPSIS – DEPUTY CONVOY SAFETY OFFICER (DCSO)

### DUTIES

#### ROUTINE OPERATIONS

1. Responsible to the Convoy Safety Officer (CSO) for the professional performance of all engineering, MT and fire tradesmen. Also responsible in conjunction with the Team Leader (TL), checking that the convoy safety pack-up loaded prior to an MO iaw JSP 483 and Convoy Operating Procedures (COPs).
2. In addition, responsible for:
  - (a) Assume the responsibilities of Convoy Radiation Protection Supervisor.
  - (b) Assume the operational responsibilities of the CSO in the event of the CSO becoming incapacitated.
  - (c) Ensure the serviceability checks of all the Radiation Monitors have been carried out prior to an MO.
  - (d) The routine monitoring of the TCHD trailers for radioactive contamination in accordance with IAEA Safety Series No 6.
  - (e) Actioning a [REDACTED] message and act as the initial RV commander and liaison for the Civ Pol forces.
  - (f) During enhanced alert states, the DCSO is to liaise with the Civ Pol forces.
  - (g) Act as part of safety team at [REDACTED] staging posts (as required)

#### NUCLEAR ACCIDENT RESPONSE

3. In the event of a NW accident the DCSO becomes the Chief of Staff and is responsible for:
  - (a) Obtaining the accident location, wind direction and location of the RV point as necessary.
  - (b) Once the downwind hazard area has been plotted brief the White Monitors (WMs) and deploy them to monitor the downwind hazard area (Phases 1 and 2).
  - (c) Collate and plot contamination readings/grid references on maps and ensure all readings/grid references are passed to the Special Safety Cell (SSC) as they occur.
  - (d) Brief the CC as each Phase is completed.
  - (e) After completion of Phases 1 and 2 brief the WMs on the delineation task.
  - (f) Plot the readings and pass the information to the SSC and the CC.
  - (g) On completion of the delineation task. Brief the WMs on their additional monitoring tasks.
  - (h) Assume the duties of the Special Safety Team (SST) Commander in the event of their incapacitation.

#### ADDITIONAL DUTIES

4. By virtue of his training, knowledge and experience the DCSO holds responsibility for the following additional duties:

Lecturing on NW Safety and Nuclear Accident Response Organisation (NARO) Monitoring Protocol during training weeks.

[REDACTED]

## TRAINING REQUIREMENTS

### INTO TRAINING STANDARDS

5. There is currently no civilian equivalent of the CSO; however, the minimum into training standard should be as follows:
  - (a) ONC/BTEC or equivalent.
  - (b) Suitably Experienced.
  - (c) Basic first aid qualified.
  - (d) Safe Working at Heights Supervisor qualified.
  - (e) DV(A) P&C clearance.
  - (f) Respirator trained and certified for self assessment.
  - (g) Completed the necessary AWE Mandatory training requirements.

### FORMAL COURSE REQUIREMENTS

6. The following formal courses are a pre-requisite for the DCSO prior to achieving Convoy Liable status:
  - (a) Specialist training (formally RAFASUPU course No 2).
  - (b) NARO training.
  - (c) Z6 course.
  - (d) Radiation Protection Supervisor course.
  - (e) Proficiency in Fire fighting and Nuclear Biological Chemical Warfare Defence. Mandatory training as determined by Consequence Management Department.

### ON THE JOB TRAINING (OJT)

7. The DCSO requires an in-depth knowledge of the following:
  - (a) TCHD Security System.
  - (b) TCHD Automatic Braking System (ABS).
  - (c) TCHD load securing system.
  - (d) TCHD Temperature Monitoring System.
  - (e) Procedure to be used in the event of a TCHD tractor unit/wheel change.
  - (f) Automatic Vehicle Location System (AVLS).
  - (g) Load Procedures.

8. In addition to the above, the DCSO is required to have experience of wearing Breathing Apparatus and to undergo 3-monthly re-certification.

### PRACTICAL ASSESSMENT

9. The CSO's operational role requires significant practical experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:
  - (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
  - (b) 2 x operational convoys in a U/T capacity to AWE(B).
  - (c) 2 x operational convoys in a U/T to/from RNAD Culpport.

U/T convoys to AWE(B) are additional to (i.e. separate MOs) to the U/T convoys to RNAD(C).

10. Convoy liable certification will be assessed and issued by the Convoy Commander (or nominated replacement) during an operational convoy and ratified by OC NWCG.

#### CONTINUATION TRAINING

11. To maintain Convoy Liable status the DCSO is required to attend 1 3-monthly training week and maintain currency in Core Skills.

12. The subjects at Appendix 1 are to be covered in the time-frames specified.

#### Appendix:

1. Mandatory Continuation Training

#### APPENDIX 1

#### MANDATORY CONTINUATION TRAINING

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	
Aim and Principles of SWS	Current
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	12 months
Minimum Force	3 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

TASK/TRAINING SYNOPSIS – CONVOY DRIVER (Nuclear Weapon Convoy Vehicles)

DUTIES

ROUTINE OPERATIONS

1. Responsible for the safe carriage of Nuclear Weapons (NW) iaw current directives with particular reference to JSP 483 and Convoy Operating Procedures (COPs) and JSP 341 Part 4, Chapter 10, Annex 4 (Driver Standing Orders).
2. In addition, responsible for:
  - (a) Carry out 1<sup>st</sup> Line maintenance of the specialist vehicle fleet.
  - (b) Drive a range of convoy specific vehicles.
  - (c) Cleanliness of the specialist vehicle fleet.
  - (d) Reporting any unserviceability to MT control (or DCSSO during operations).
  - (e) Collecting and calibrating 1 x IS 610 monitor.
  - (f) Act as part of safety team at [REDACTED] staging posts (as required)
  - (g) Act as part of the load / unload team

\*Normally carried out by the spare driver of C/S 23.

NUCLEAR ACCIDENT RESPONSE

3. Convoy drivers undergo training in a variety of Nuclear Accident Response Organisation (NARO) roles. In the event of a NW accident they can be tasked to undertake any/all of the following Base Support Team (BST) duties:
  - (a) Temporary Control Post (TCP) Monitor (normally driver C/S 23).
  - (b) TCP Recorder (normally driver of C/S 24).
  - (c) Setting up of TCP.
  - (d) Dresser/Undresser (normally driver of C/S 21).
  - (e) Any other TCP function, as required.

ADDITIONAL DUTIES

4. By virtue of his training, knowledge and experience the driver of C/S 21 is responsible to the DCSSO for the following additional duties:
  - (a) Conduct of all convoy drivers.
  - (b) Ensuring that all convoy vehicles are inspected daily for serviceability prior to each day's operation.
  - (c) Ensuring that all documentation for convoy vehicles is correctly completed.
  - (d) Ensuring that all convoy vehicles authorised to be parked [REDACTED] off a Service unit have all convoy radios removed prior to leaving the last Service unit.
  - (e) Ensuring the serviceability of all Solid State Alpha Monitors (SSAMs) prior to and during road convoys.

TRAINING REQUIREMENTS

INTO TRAINING STANDARDS

5. The following are the minimum requirements for convoy drivers prior to commencing training for convoy duties:
  - (a) Large Goods Vehicle (LGV) licence (Cat C + E).
  - (b) ADR Vocational Training Certificate (UN classes 1 and 7).
  - (c) Completed a Fibre optics familiarisation course
  - (d) Safe Working at heights certified
  - (e) Basic First Aid qualified.
  - (f) Respirator trained and certified for self-assessment.
  - (g) Completed the AWE Mandatory training requirements for Workshop duties comprising:
    - (i) Manual Handling/General Safety & COSHH 'Assurance Day'
    - (ii) Slinging & Lifting
    - (iii) Fire fighting
    - (iv) Security Awareness
    - (v) Explosives Safety
    - (vi) Radiological Safety
    - (vii) Electrical Safety

Note: It is desirable that drivers are additionally qualified Passenger Carrying Vehicles (PCV – CAT D) for rotation thro' the convoy support coach. Leadership qualities are desirable.

FORMAL COURSE REQUIREMENTS

6. The following formal courses are a pre-requisite for convoy drivers prior to achieving Convoy Liable status:
  - (a) TCHD Mk II training.
  - (b) Proficiency in Fire fighting and Nuclear Biological Chemical Warfare Defence.
  - (c) NARO training.
  - (d) Load training.

PRACTICAL ASSESSMENT

7. The convoy driver's operation role requires significant experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:
  - (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
  - (b) 2 x operational convoys in a U/T capacity to AWE(B).
  - (c) 1 x operational convoy in a U/T capacity to/from RNAD Coulport.
8. Convoy liable certification will be assessed during an operational convoy by the GSO and ratified by the Convoy Commander.

**CONTINUATION TRAINING**

- 9. To maintain Convoy Liable status convoy drivers are required to attend 1 x 3 monthly training weeks and maintain currency in Core skills.
- 10. The subjects at Appendix 1 are to be covered in the time-frames specified.

Appendix:

- 1. Mandatory Continuation Training

**APPENDIX 1**

**MANDATORY CONTINUATION TRAINING**

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	Current
Aim and Principles of SWS	12 months
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

[REDACTED]

## TASK/TRAINING SYNOPSIS – CONVOY FIRE CHIEF (CFC)

### DUTIES

#### ROUTINE OPERATIONS

1. Responsible to the CSO for providing first aid, fire and rescue cover for road convoys in accordance with current directives with particular reference to JSP 483 and Convoy Operating Procedures (COPs).
2. In addition the CFC is responsible to the Convoy Safety Officer (CSO) for:
  - (a) Ensuring that the fire vehicle is fully equipped for convoy duties.
  - (b) Ensuring the serviceability of the radiation monitor allocated to the Yellow Monitor daily during convoy operations.
  - (c) Briefing personnel on the first aid fire appliances, alarms and other information likely to be of value in fire fighting at staging posts during convoy operations.
  - (d) Act as part of safety team at [REDACTED] staging posts (as required)

#### NUCLEAR ACCIDENT RESPONSE

3. In the event of a NW accident the CFC is responsible to the Special Safety Team (SST) Cdr for:
  - (a) Initial fire fighting, first aid and rescue tasks\*.
  - (b) Briefing convoy personnel should it be necessary to recruit assistance to attend to casualties.
  - (c) [REDACTED]

### TRAINING REQUIREMENTS

#### INTO TRAINING STANDARDS

4. The following are the minimum requirements for the CFC prior to commencing training for convoy duties:
  - (a) Leading Fireman.
  - (b) Large Goods Vehicle (LGV) licence (Cat C manual).
  - (c) Emergency Fire Appliance Driver (EFAD).
  - (d) Basic First aid qualified
  - (e) DV(A) P&C clearance

Completed the necessary AWE Mandatory training requirements.

#### FORMAL COURSE REQUIREMENTS

5. The following formal courses are a pre-requisite for the CFC prior to achieving Convoy Liable status:
  - (a) NARO training.
  - (b) Proficiency in Nuclear Biological Chemical warfare Defence.
  - (c) It is desirable that CFC attends the Z6 course.

#### PRACTICAL ASSESSMENT

6. The CFC operational role requires significant experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of

[REDACTED]

practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:

- (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
  - (b) 2 x operational convoys in a U/T capacity to AWE(B).
  - (c) 1 x operational convoy in a U/T capacity to/from RNAD Coulport.
7. Convoy liable certification will be assessed during an operational convoy by the CSO and ratified by the Convoy Commander

#### CONTINUATION TRAINING

8. To maintain Convoy Liable status convoy drivers are required to attend 1 x 3 monthly training weeks and maintain currency in Core skills.
9. The subjects at Appendix 1 are to be covered in the time-frames specified.

#### Appendix:

1. Mandatory Continuation Training

## APPENDIX 1

### MANDATORY CONTINUATION TRAINING

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	Current
Aim and Principles of SWS	12 months
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

## TASK/TRAINING SYNOPSIS – CONVOY MT FITTER

### DUTIES

#### ROUTINE OPERATIONS

1. Responsible to Transport Manager for maintenance of convoy specialist fleet in accordance with Approved Processes.
2. Responsible to the CSO for the 1<sup>st</sup> Line maintenance and rectification of all convoy vehicles in accordance with current directives with particular reference to JSP 483 and Convoy Operating Procedures (COPs).
3. In addition, responsible during operations for:
  - (a) Responsible to the Transport Manager for 2<sup>nd</sup> Line Maintenance and cleanliness of the specialist vehicle fleet.
  - (b) Drive a range of convoy specific vehicles.
  - (c) Ensure that all documentation for convoy vehicles is correctly completed.

Ensuring that the convoy MT fitters tool kit is complete and stowed aboard the Convoy Support Vehicle (CSV).

  - (e) Ensuring that a vehicle defect log is maintained.
  - (f) Reporting faults to CSO.
  - (g) Ensuring the serviceability of the White Monitor's (WM) IS 610 monitor during road convoy operations.
  - (h) Ensuring that the correct towing adapters are serviceable and loaded aboard the Truck Recovery Convoy Support (TRCS).
  - (i) Ensuring that appropriate MT spares are carried aboard the CSV.

#### NUCLEAR ACCIDENT RESPONSE

4. In the event of a NW accident the convoy MT fitter becomes a WM and is responsible to the Chief of Staff (COS) for:
  - (a) Conducting ground deposition monitoring in the downwind sector of the accident site in two phases.
  - (b) Reporting any contamination to the COS.
  - (c) Delineation of the hazard area.
  - (d) Additional monitoring as required.

#### ADDITIONAL DUTIES

5. A second convoy MT fitter is to travel with the convoy as driver of C/S 40 (TRCS). May be called upon to support the Engineering Support Force (ESF) in the event of a NW accident.

#### TRAINING REQUIREMENTS

##### INTO TRAINING STANDARDS

6. The following are the minimum requirements for convoy MT fitters prior to commencing training for convoy duties:
  - (a) Large Goods Vehicle (LGV) licence (Cat C + E).
  - (b) Motorcycle licence (Cat A) and off-road experience.
  - (c) ADR Vocational Training Certificate (1 and 7).

- [REDACTED]
- (d) Five years' MT workshop experience.
  - (e) Basic First Aid trained
  - (f) Safe Working at heights certified
  - (g) Completed a Fibre optics familiarisation course
  - (h) Completed the EKA Wrecker Recovery & Cummings Engine Management system course.
  - (i) Respirator trained and certified for self-assessment.
  - (j) Completed the AWE Mandatory training requirements for Workshop duties comprising:
    - (i) Manual Handling/General Safety & COSHH 'Assurance Day'
    - (ii) Slinging & Lifting
    - (iii) Fire fighting
    - (iv) Security Awareness
    - (v) Explosives Safety
    - (vi) Radiological Safety
    - (vii) Electrical Safety
    - (viii) Safety in the use of Abrasive Wheels

In addition, at some stage the Fitter should attend the Cummings Diesel Engine Management Course.

#### FORMAL COURSE REQUIREMENTS

7. The following formal courses are a pre-requisite for the convoy MT fitter prior to achieving Convoy Liable status:

- (a) Six months experience within the MT Maintenance workshop to include Major 1 & 2 servicing of TCHD Mk II and maintenance of other convoy vehicles.
- (b) TCHD Mk II training.
- (c) TRCS manufacturers course (EKA).
- (d) Proficiency in Fire fighting and Nuclear Biological Chemical Warfare Defence.
- (e) NARO training.

#### PRACTICAL ASSESSMENT

8. The convoy MT fitter's operational role requires significant experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:

- (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
- (b) 2 x operational convoys in a U/T capacity to AWE(B).
- (c) 1 x operational convoy in a U/T capacity to/from RNAD Coulport.

9. Convoy liable certification will be assessed during an operational convoy by the CSO and ratified by Convoy Commander.

#### CONTINUATION TRAINING

10. To maintain Convoy Liable status convoy MT fitters are required to attend 1 x 3 monthly training weeks and maintain currency in CCS.

11. The subjects at Appendix 1 are to be covered in the time-frames specified.

[REDACTED]

[REDACTED]

Appendix:

#### 1. Mandatory Continuation Training

**APPENDIX 1**

**MANDATORY CONTINUATION TRAINING**

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	Current
Aim and Principles of SWS	12 months
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

**TASK/TRAINING SYNOPSIS – RADIO FITTER (RF)**

**DUTIES**

**RESPONSIBILITIES**

1. Responsible to the Communications Manager for maintaining all forms of communication equipment, including video and recording devices used during road convoys in accordance with current directives with particular reference to JSP 483 and Convoy Operating Procedures (COPs).
2. In addition, responsible to the CSO during operations for:
  - (a) Co-ordinating the convoys secure management radio equipment and cryptographic assets by ensuring an auditable trail is maintained.
  - (b) Ensuring the automatic vehicle location system installed in convoy vehicles provides accurate reports back to the relevant control centres.
  - (c) Ensuring that the writers kit, test equipment and spares as detailed in Convoy Operation Procedures (COPs) are carried in the Convoy Support Vehicle (CSV).
  - (d) Maintaining a detailed maintenance work order log of all communications defects that occur during operations.
  - (e) Submitting a communications defect report to the Convoy Safety Officer (CSO).

**NUCLEAR ACCIDENT RESPONSE**

3. In the event of a NW accident the Radio Fitter:
  - (a) Assumes the role of writer and is to ensure that a written log of all communications (radio, telephone and verbal) is maintained.
  - (b) Compile MCA's brief.
  - (c) Relay all reports and readings to Task Control.
4. In the event of the Deputy Convoy Safety Officer (DCSO) being either incapacitated or unavailable the Radio Fitter assumes the Nuclear Accident Response Organisation (NARO) post of Chief of Staff (COS).

**ADDITIONAL DUTIES**

6. There is a requirement for a Radio Fitter to be a member of the NARO Engineering Support Force (ESF) response team with responsibility for:
  - (a) Providing the relevant comms equipment as detailed in Operation [REDACTED]
  - (b) Installing and maintaining an in-cordon Closed Circuit Television (CCTV) system.
  - (c) Erecting and maintaining an on site tannoy system.
  - (d) Installing and maintaining a satellite receiver system.
  - (e) Erecting an aerial mast for [REDACTED]
  - (f) Installation and maintenance of on site IT.

**TRAINING REQUIREMENTS**

**INTO TRAINING STANDARDS**

7. The minimum into training standard is considered to be:
  - (a) BTEC Level 3 Electronic Engineering.

- (b) Basic First Aid qualified.
- (c) Safe Working at heights certified
- (d) Completed a Fibre optics familiarisation course
- (e) Respirator trained and certified for self-assessment.
- (f) Completed the necessary AWE Mandatory training requirements for Comms personnel

**FORMAL COURSE REQUIREMENTS**

8. The following formal courses are a pre-requisite for the RF prior to achieving Convoy Liable status:

- (a) Installation and field service of CCTV systems.
- (b) Proficiency in Fire fighting and Nuclear Biological Chemical Warfare Defence.

**PRACTICAL ASSESSMENT**

9. The RF operational role requires significant practical experience of 'live convoys'. The following details the minimum levels of training and assessment necessary before 'convoy liable' status is achieved:

- (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS).
- (b) 2 x operational convoys in a U/T capacity to AWE(B).
- (c) 1 x operational convoy in a U/T capacity to/from RNAD Culport.

10. Convoy liable certification will be assessed during an operational convoy by the CSO and ratified CC.

**CONTINUATION TRAINING**

11. To maintain Convoy Liable status the RF is required to attend 1 x 3 monthly training weeks and maintain currency is CCS.

12. The subjects at Appendix 1 are to be covered in the time-frames specified.

Appendix:

- 1. Mandatory Continuation Training

**APPENDIX 1**

**MANDATORY CONTINUATION TRAINING**

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
CCS	Current
Aim and Principles of SWS	12 months
The Threat	12 months
Convoy Security Plan	12 months
Intruder Detection Systems	12 months
Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

## TASK/TRAINING SYNOPSIS – CONVOY FIREFIGHTER

### DUTIES

#### ROUTINE OPERATIONS

1. Responsible to the Convoy Fire Chief for providing first aid, fire and rescue cover for road convoys in accordance with current directives with particular reference to SD 814 and Convoy Operating Procedures (COPs).
2. In addition convoy Fire fighters are responsible to the Convoy Fire Chief for:
  - (a) Ensuring that the fire vehicle is serviceable.
  - (b) Ensuring that the fire vehicle is fully equipped for convoy duties.
  - (c) Ensuring that the equipment carried on the fire vehicle is serviceable.
  - (d) Act as part of safety team at [REDACTED] staging posts (as required)

#### NUCLEAR ACCIDENT RESPONSE

3. In the event of a NW accident the convoy Fire fighters are responsible to the Convoy Fire Chief (CFC) for:
  - (a) Initial fire fighting, first aid and rescue tasks.
  - (b) [REDACTED]
4. In addition to the above, 1 x Fire fighter (Cpl/Leading Fireman) becomes the Yellow Monitor (YM) and is responsible to the SST Cdr for:
  - (a) Carrying out pre-use check of YM's IS 610 monitor.
  - (b) Identifying if RA contamination is present at the scene of the accident.
  - (c) Raising the yellow flag to indicate presence of contamination (once presence of contamination confirmed by SST Cdr).

#### TRAINING REQUIREMENTS

##### INTO TRAINING STANDARDS

5. The following are the minimum requirements for convoy Fire fighters prior to commencing training for convoy duties:
  - (a) Fire fighter.
  - (b) Large Goods Vehicle (LGV) licence (Cat C manual).
  - (c) Emergency Fire Appliance Driver (EFAD).
  - (d) DV(A) P & C clearance
  - (e) Completed the necessary AWE Mandatory training requirements.

##### FORMAL COURSE REQUIREMENTS

6. The following formal courses are a pre-requisite for convoy Fire fighter prior to achieving Convoy Liable status:
  - (a) NARO training.
  - (b) Proficiency in Nuclear Biological Chemical Warfare Defence.
  - (c) First Aid qualified.

### PRACTICAL ASSESSMENT

7. The convoy Fire fighter's operational role requires significant practical experience of 'live convoys' and supervised practical and theoretical training prior to certification. The following details the minimum levels of practical/theoretical training and assessment considered necessary before 'convoy liable' status is achieved:

- (a) 2 x training weeks encompassing the mandatory Special Weapon Security (SWS) subjects necessary for certification.
- (b) 2 x operational convoys in a U/T capacity to AWE(B).
- (c) 1 x operational convoy in a U/T capacity to/from RNAD Coulport.

8. Convoy liable certification will be assessed during an operational convoy by the CSO and ratified by Convoy Commander.

#### CONTINUATION TRAINING

9. To maintain Convoy Liable status convoy drivers are required to attend 1 x 3 monthly training weeks and maintain currency in CCS.

10. The subjects at Appendix 1 are to be covered in the time-frames specified.

Appendix:

1. Mandatory Continuation Training

**APPENDIX 1**

**MANDATORY CONTINUATION TRAINING**

SUBJECT	CURRENCY PERIOD
<b>KNOWLEDGE</b>	
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Access Controls and Identity Checks	12 months
Rules of Engagement	3 months
Minimum Force	6 months
Safety Hazards of Firearms in the Vicinity of NW	6 months
<b>SKILL AT ARMS (RAF ONLY)</b>	
<b>SWS EQUIPMENT AND SKILLS</b>	
Observation Devices	12 months
Communications Equipment	12 months
Fire fighting	3 months
Driving	PET
Physical Fitness	12 months
Field Signals	12 months
Fire and Movement	12 months
Patrols	12 months
Military Tactics	12 months
<b>OFF-BASE CONVOY PROCEDURES</b>	
Security and Other Incidents	6 months
Halts	6 months
Road Safety	6 months
Breakdowns and Traffic Accidents	6 months
Nuclear Accident Response	6 months
TCHD Security Systems	6 months

**Enclosure 2 to NBSA Statement of Technical Requirements  
D/NBSA/D(NM)/106/3 Issue 3 18 June 2004**

**CONVOY VEHICLES AND SUPPORT EQUIPMENT**

Note: The listing of Contract Vehicles and Support Equipment is as detailed in the Contract Asset Register. The Contract Asset Register is currently held and maintained by AWE Plc as a separate document in accordance with Paragraphs 4.0.1 to 4.0.4 of the Statement of Technical Requirements.



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## Chapter 1

### Maintenance Policy

#### Introduction

0101. Under the rationalisation policy, the Army has been designated the Single-Service Manager for Mechanical Transport (MT) in the three services. In the fulfilment of its role as Single-Service manager the Army uses the following terms, defined in JSP 110, Chap 3 76, for the categorisation of vehicles:

- a. **A Vehicle.** A tracked or wheeled armoured combat land vehicle primarily designed for offensive purposes and specialist vehicles derived from these basic designs.
- b. **B Vehicle.** A tracked or wheeled land vehicle, self-propelled or towed, commercial or general service, which is not primarily designed for offensive purposes, but which may, in some cases, be armoured for defensive purposes and which is not otherwise specifically defined. Most RAF vehicles fall into this category.
- c. **C Vehicle.** A tracked or wheeled item of earth moving equipment either self-propelled or towed; all self-steering, self-mobile, purpose-made cranes; cable laying ploughs; all industrial and agricultural tractors and rough terrain fork lift tractors excluding warehouse tractors.
- d. **E Vehicle.** A truck mounted or trailer mounted equipment or a static generator whose registration number must be recorded for legal or management purposes.
- e. **P Vehicle.** A powered mobile, material handling equipment that is used in a warehouse or industrial environment, including a tractor, trailer or hand pallet truck whose registered number must be recorded for legal or management purposes.
- f. **Mobile equipment.** Equipment which is self-propelled or can be towed or can be towed on its own wheels, tracks or skids.

0102. In recent years the terms 'White' and 'Green' vehicles have started to be used. For clarity they are defined as follows:

- a. **Commercial (White) Vehicles.** A vehicle which is readily obtainable from commercial sources and can fulfil its role with little or no modification, but is not intended for operational deployment and does not, therefore, require military support.
- b. **Operational (Green) Vehicle.** A vehicle which is specifically procured or designed to fulfil an operational role and, therefore, justifies formal introduction into service and military support.

#### Maintenance Categories

0103. Because of the different manning, operating and environmental factors of the three services, each service continues under rationalisation, to operate its own policy for MT maintenance at unit level. The Maintenance Authority for vehicles owned by DLO Nuclear Movement and Nuclear Accident Response Group (NM&NARG) is NM&NARG ENG2.

#### Aims of Maintenance

0104. The aim of MT maintenance policy is to:

- a. Maintain vehicles to a standard that ensures that operational tasks are adequately supported.
- b. Maintain vehicles to a standard that satisfies the requirements of statutory legislation.

- c. Maintain vehicles to a standard that ensures that they complete their planned lives.
- d. Maintain vehicles to the standards stated whilst making economical use of maintenance resources.

0105. In order to achieve these aims, Maintenance Schedules are compiled, these contain comprehensive maintenance information and Maintenance Schedules listing the work to be carried out at specific intervals. The work detailed in the schedule may require amplification from the tradesman's trade knowledge, supervisor's experience or information contained in other publications. The Maintenance Schedule is the authoritative document. Schedules are published in one of the following formats:

- a. **Army Equipment Support Publications (AESPs).** Since 1981 all new service vehicle types have been supported by the AESP system, published in eight categories, known as OCTADS:
  - (1) Category (Cat) 1 - Purpose and planning information.
  - (2) Cat 2 - Operating information.
  - (3) Cat 3 - Technical description.
  - (4) Cat 4 - Initial installation and preparation for special environments.
  - (5) Cat 5 - Maintenance schedules.
  - (6) Cat 7 - Parts catalogues.
  - (7) Cat 8 - Modification and general instructions
- b. The maintenance schedule for a particular vehicle is published in the Cat 6 of the applicable Octad, unique to that vehicle, written in objective terms, thereby requiring the minimum of cross-reference to other publications. Where an AESP is available, it is to be the maintenance authority for that vehicle.
- c. **Manufacturer's Maintenance Schedules.** Some vehicles are maintained to the manufacturer's schedules as it is not economical to produce AESPs. Where an AESP is not available, the manufacturer's maintenance schedule is to be the maintenance authority for that vehicle.

#### First Line Maintenance

0106. First line maintenance is carried out by the MT Operating Section (Drivers) and consists of the following work:

- a. Daily, before use maintenance.
- b. Daily, after use maintenance, where applicable.
- c. Weekly maintenance
- d. Vehicle cleaning.

#### Second Line Maintenance

0107. Second line maintenance is carried out by the MT Maintenance Section and consists of the following work:

- a. Initial, Lubrication, Minor and Major Maintenance.
- b. Supervisors Functional Check and Test.

- c. Replacement of unserviceable components.
- d. Repair of mechanical components by adjustment or replacement of parts.
- e. Repair of electrical components.
- f. Embodiment of modifications and Servicing Instructions (SI).
- g. Repairs to chassis, body and cabs.
- h. Repainting as necessary to:
  - (1) Prevent corrosion.
  - (2) Provide protection against visual and [redacted] (If required).
  - (3) Maintain a good appearance.
- i. Maintenance of wheels, tyres and tubes.

#### Reduced Readiness Maintenance

0108. Maintenance for vehicles in a reduced state of readiness has aims supplementary to those detailed in Para 0104 above. They are:

- j. The recovery of the vehicle to full use as swiftly as possible.
- k. The periodic confirmation of serviceability of specialist systems, including classification where appropriate.

0109. The mode of maintenance used will depend directly on the degree of response required to a demand for use.

#### Department Of Transport Testing

0110. Service vehicles are exempt from License Duty under Regulation 24(11) of the Road Vehicle (Registration and Licensing) Regulations 1971. Section 47 of The Road Traffic Act 1988 states the requirements for Department for Transport (DfT) Testing of vehicles and is only applicable to vehicles subject to Licensing Duty and therefore Service vehicles are exempt from DfT Testing. However, it is Ministry Of Defence (MOD) policy that vehicles are inspected to Department for Transport Test standards at annual intervals. This requirement is to be met by maintenance sections conducting Mandatory Full Out Inspection, specified in Chap 2, Para 0218 on all NM&NARG vehicles.

#### Provision of Replacement Parts and Lubricants

0111. All replacement component/assemblies and lubricants used in maintaining NM&NARG vehicles are to be to the Original Equipment Manufacturers (OEM) specification. Requests for non OEM specification products are to be submitted to NM&NARG ENG2 for approval. Requests will only receive consideration for approval when products are obsolete or become permanently unavailable.

## Chapter 2

### MT Maintenance Procedure

#### Introduction

0201. This chapter describes the basic system of routine maintenance for NM&NARG vehicles, and explains the layout of Maintenance Schedules.

#### Maintenance Terms and Definitions

0202. A glossary of terms used in the Maintenance Schedules is at Annex A.

#### AESP Maintenance Schedule Format

0203. Since 1981 Maintenance Schedules have been produced as Category 6 of the AESP Octad. AESPs are unique to that particular vehicle model and contain more detailed information written in objective terms and presented in a logical format. Schedules are produced for both first and second line maintenance activities.

0204. AESP Category 6 is formatted to give the following information:

- a. **Table 1 – Equipment Applicability.** Specifies the vehicle type to which the Category 6 applies.
- b. **Table 2 – Fuels, Lubricants and Associated Products.** Includes a list of POL products and capacities.
- c. **Table 3 – Equipment Data.** Includes data on adjustments, dimensions, weights, wheels, tyres and torque wrench settings.
- d. **Table 4 – Action on Receipt.** Includes the activities that are to be completed on receipt of the vehicle by the holding unit.
- e. **Table 5 – Out of Phase Maintenance.** Lists the Maintenance activities, the periodicities of which fall outside those of the routine maintenance.
- f. **Table 6 – Driver/Operator Maintenance.** Includes those activities which are to be completed on a Before Use, After Use, and Weekly basis.
- g. **Table 7 – Time/Usage Maintenance.** Includes the activities to be completed on Initial, Lubrication, Minor, Major and, where applicable, Area maintenance.
- h. **Table 8 – Out of Use Maintenance.** Includes the activities to be completed when a vehicle is taken out of use for periods exceeding 4 months. These activities are additional to those called for in Para 0204 below and Chap 1 of this publication.
- i. **AESP Form 10 (last page) – Comment on AESP.** This form is to be used to raise any unsatisfactory features found in the Category 6.

0205. The policy for the production of AESP Category 6 Maintenance Schedules is to follow the vehicle manufacturer's recommended activities and periodicities where possible. In the interest of standardisation, the majority will comply with the periodicities laid down in this chapter. However, this will not always be the case: it is therefore important that AESPs Category 6 are consulted to obtain the appropriate information.

#### Maintenance Periodicity

0206. The AESP Category 6 is the authoritative document on maintenance periodicity; however, where there is no Category 6 maintenance schedule available the following general maintenance periods are to be applied:

- a. Daily Before Use Maintenance - each day the vehicle is used
- b. Daily After Use Maintenance - after the vehicle has been used.
- c. Weekly Maintenance - weekly, whether the vehicle is used or not.
- d. Lubrication Maintenance - 6,000 miles/6 months.
- e. Minor Maintenance - 12,000 miles/12 months
- f. Major Maintenance - 24,000 miles/24 months.
- g. Initial Maintenance - 500 miles/1 month.

#### Calendar Maintenance Periodicity

0207. Calendar maintenance periodicities are specified in the AESP Category 6 as appropriate. The periodicities are specified in months, e.g. 6, 12 or 24 months and the commencement of the next period is normally applied to the calendar month in which the previous maintenance was due. This enables maintenance facilities to plan their calendar maintenance on an annual basis to equalise the workload.

0208. When calendar maintenance is not completed in the month for which it was scheduled, due to an extension being granted the next maintenance period is to be calculated from the original month. However, if the delay is caused by the lack of spares or extensive rectification, the MT Supervisor may authorise the commencement of the next maintenance period from the date of completion. Adequate safeguards are to be taken to ensure that mandatory roller brake testing and listing machine testing periodicities are not exceeded.

#### Daily and Weekly Maintenance

0209. The Daily and Weekly Maintenance schedules detail the minimum first line maintenance requirements of the vehicle on each day it is used, together with certain operations to be carried out at weekly intervals. The daily maintenance is to be completed when the vehicle is in use, at intervals not exceeding 24 hours. Weekly maintenance is to be carried out on the dates annotated on vehicle running paperwork. Daily maintenance is only to be completed on the days that the vehicle is used. However, weekly maintenance is to be completed on the date specified whether the vehicle is used or not.

#### Before and After Use Maintenance

0210. Some specialist vehicles require Before and/or After Use Maintenance and the maintenance requirements are detailed in the maintenance schedule for the particular vehicle.

#### Lubrication Maintenance

0211. The maintenance requirements and periodicity are contained in AESP Category 6 Table 7. Where no schedule is available the Lubrication Maintenance is to be carried out at the frequency specified in Para 0206 above. In general terms, Lubrication Maintenance includes a change of engine oil and oil filter element, a check of all oil levels, greasing and oil can lubrication, plus a visual examination of the vehicle, particularly the braking and steering systems to ensure that the vehicle is safe to continue to the Minor or Major Maintenance point.

#### Minor Maintenance

0212. The frequency of the maintenance is to be such as to satisfy the Minor/Major Maintenance cycle. Lubrication Maintenance is to be carried out at the frequency laid down in the AESP, where no schedule exists the frequencies laid down in Para 0206 above are to be used.

### Major Maintenance

0213. The maintenance requirements and periodicity are contained in AESP Category 6, table 7. Where no AESP or manufacturer's schedule is available the Major maintenance is to be carried out at the frequency specified in Para 0206. In general terms, major maintenance includes those items covered by minor maintenance, change of oils, additional lubrication, a check on wear limits and clearances and the replacement of high rate wear components to enable the vehicle to continue safely and reliably in service until its next scheduled maintenance.

### Maintenance Deviations

To permit flexibility in planning and to counter any adverse conditions, which may prevail locally, MT Officers may anticipate maintenance as required. Reasons for the increased frequency of maintenance are to be entered on Maintenance documentation. In exceptional circumstances ENG2 may authorise an extension of 10% to a maintenance activity. Each extension, when granted, is to be recorded on maintenance documentation. Extensions will be strictly controlled, and no extension is allowed on engine oil change or Mandatory Roller Brake Testing Periodicity. On no account will an extension be granted other than for overriding operational requirements.

### Random Defects

0214. Defects that are found on a vehicle in use or on first line maintenance are to be reported. A Random Defect Report form is to be raised for the defects and is to be taken with the vehicle to the Maintenance Section where the fault(s) are to be rectified before the vehicle is returned to operations.

### Out Inspections

0215. An Out Inspection is an examination (without dismantling) and functional test where necessary, by a supervisor, of a vehicle on which second line maintenance work has been carried out. Out Inspections are carried out to satisfy one of three purposes:

- a. As a quality control check on work carried out on the vehicle.
- b. As a safety check following completion of work which may affect the safety and road worthiness of the vehicle.
- c. To meet the requirements of the Large Goods Vehicle, Public Service Vehicle, Car and Light Commercial Vehicle or Motor Cycle annual DfT Inspection.

0216. Out Inspection may be either limited or full, as defined below:

- a. **Limited out inspection.** This consists of an examination and functional test, if necessary, to determine as far as possible that only the work recorded on the Maintenance Job Card has been completed satisfactorily.
- b. **Full out inspection.** This consists of an examination as for a Limited Out Inspection and, in addition, all items in the appropriate DOT Inspection Manual. It is not necessary to repeat a brake test/headlamp alignment check if one has already been carried out as part of the scheduled or corrective maintenance.

### Mandatory Out Inspections

0217. The completion of an Out Inspection is mandatory in the following circumstances:

- a. A Limited Out Inspection is to be carried out after any maintenance involving dismantling or assembly of the braking or steering mechanism of a vehicle.
- b. A Limited Out Inspection is to be carried out, whenever possible, after repair work (not scheduled maintenance) on a vehicle has been completed by an outside agency, eg. Contract repair by third party, before the vehicle is returned to use.

- c. A Full Out Inspection is to be carried out after completion of a Minor or Major Scheduled Maintenance, to meet the requirements of the DfT Test.

### Discretionary Out Inspections

0218. The completion of a Limited Out Inspection as a Quality Control Check on work carried out on a vehicle is at the discretion of the person giving the co-ordination signature on the Maintenance Job Card. Discretionary Out Inspections should be specified on a random basis and should not exceed a 10% sample of the tasks completed.

### Authorisation and Conduct of Out Inspections

0219. All Out Inspections are to be instigated and authorised by the person giving the co-ordinating signature on the Maintenance Job Card. The type of Out Inspection is to be specified by writing the word "FULL" or "LIMITED" as appropriate. The co-ordinating signature is not to be given until the Out Inspection has been completed and signed for.

0220. Out Inspections are to be carried out by an independent supervisor, who has not been involved in the work carried out and not countersigned the completed task. Where this is not feasible, for example on minor units where only one supervisor is established or manned, the supervisor is to sign as having completed the Out Inspection, if required, in addition to the mandatory countersignatures specified in Chap 3 of this publication.

### Brake Tests

0221. Vehicle brake efficiency tests are to be carried out in accordance with the procedures and performance requirements contained in AP 4545, Vol 2, Leaflet No A 64.

### Road Tests

0222. A road test is to be a full functional test of a vehicle. The road test is to be conducted solely on locally, security approved test route. The route should embrace a variety of road conditions appropriate to the vehicle being tested. Road tests are to be carried out on all vehicles, by a senior MT Technician, on completion of routine maintenance. Road tests are to be carried out at the discretion of, and authorised by, the MT Maintenance Section Manager, as appropriate to the repairs carried out. Brake tests are to be carried out before commencement of the road test. Road testing of LCHD is to be conducted in accordance with the policy stated here and the escort requirements detailed in JSP 483 Volume 2.

### Amendment to Schedules

0223. Amendments to maintenance schedules are to be incorporated in accordance with the instruction sheet issued with the amendment. Only formal amendments, promulgated via the AESP or vehicle/equipment manufacturer are to be incorporated. Clarification and advice from ENG2 is to be sought where the authenticity of amendments are in doubt.

### Vehicles Subject to Mid-life Refurbishment

0224. Vehicles with a high acquisition cost and a long planned life may be subjected to a mid-life refurbishment. When such vehicles are returned after mid-life refurbishment, their maintenance cycle is to commence anew with effect from the date of receipt at the unit, ie they are to be treated as new vehicles.

### Maintenance of Lifting and Safety Equipment

0225. Vehicle tail lifts, vehicle mounted hoists and specialist safety equipment are to be subjected to routine examination, test and certification by suitably qualified and experienced personnel, authorised to do it.

## Annex A to Chapter 2

### GLOSSARY OF TERMS

1. As far as the AESP Category 6 Maintenance Schedules are concerned the following definitions apply:

a. **Examine.** Carry out a survey of the condition of an item. For example, the condition of an item can be impaired by the following:

- (1) Insecurity of attachment.
- (2) Cracks or fractures.
- (3) Corrosion, contamination or deterioration.
- (4) Distortion.
- (5) Loose or missing fasteners.
- (6) Chafing, fraying, scoring or wear.
- (7) Loose clips or packing, obstruction of or leakage from pipelines.
- (8) Faulty or broken locking devices.
- (9) Discolouration due to overheating or leakage of fluids.
- (10) Damage due to external sources.

NOTE. The term Examine does not call for dismantling unless specifically instructed to do so in the relevant Operation.

b. **Check.** Make a comparison of measurement of time, pressure, temperature, resistance, dimension or other quantity, with a known figure.

c. **Operate.** As far as possible, ascertain that a component or system functions correctly without the use of test equipment or reference to measurement.

d. **Replenish.** Refill a container to a pre-determined level, pressure or quantity, this includes any necessary cleaning of orifices, examination of caps, covers, gaskets and washers, renewal of locking devices and clearing of vents.

e. **Replace.** Remove an item and then fit a new or reconditioned item.

## Chapter 3

### Signing Of MT Maintenance Documents

#### Introduction

0301. In the interest of safety and efficiency, there is to be a chain of individual responsibility for maintenance work undertaken on NM&NARG vehicles and a supporting system of recording and certification which ensures full accountability for all such work. When a maintenance document is signed, the individual affirms that he has completed the maintenance task in accordance with the applicable engineering orders and instructions. In specific instances in the context of mechanical transport it affirms that a vehicle is roadworthy and that any fitted specialist equipment is capable of safely fulfilling its function. The importance of correct recording cannot be over-emphasised.

0302. This chapter states the specific regulations for signing maintenance documents. The regulations apply, where appropriate, to both first and second line maintenance tasks.

#### Terms Used

0303. In this chapter:

- a. The term "Service Driver" means any individual, Service, Civilian MOD employee or MOD contractor, who is required to drive a service vehicle in the course of his duties or employment.
- b. The term "Engineering Tradesman" means:
  - (1) A MT technician or MT mechanic, or a tradesman of another trade group who has been authorised to work on MT vehicles, or a tradesman of another trade group who has been detailed to work within his trade boundaries, on MT vehicles.
  - (2) A MOD civilian of an engineering trade, or an engineering employee of a MOD contractor to whom these regulations apply.
- c. The word "signature" is to be interpreted as including "initials" unless such interpretation is specifically debanded by instructions given elsewhere.
- d. The term "maintenance cycle" means the elapsed time/mileage between either a vehicle's receipt at a unit and the commencement of its next major maintenance or the commencement of consecutive major maintenance activity.

#### Principles

0304. Responsibility for MT maintenance work is to be recorded by a system of successive signatures on the appropriate document. The successive signatures include the signatures of an engineering tradesman certifying that he has completed a task in accordance with the instructions given to him and one or more over-signatures. In certain circumstances as specified in Para 0306 and 0308 the requirement for an over-signature may be waived.

0305. An over-signature may be:

- a. A countersignature by a supervisor certifying that he has inspected the work carried out and if necessary carried out a functional check and test of the vehicle to determine that the work has been carried out satisfactorily.
- b. A co-ordinating signature certifying that all the documentation appertaining to a particular task has been completed.

## Procedures

0306. **Service Driver's Signature.** The service driver's signature is to be the signature of the driver carrying out first line maintenance tasks as described below. Over-signatures are not required for these tasks:

- a. Daily maintenance and associated 'after use' maintenance where applicable.
- b. Weekly maintenance.

0307. **Tradesman's Signature.** The tradesman's signature is to be the signature of the engineering tradesman who actually did the work. In cases where 2 or more tradesmen work to complete a particular task, each is to sign for their own particular portion of that task.

0308. **Countersignature.** The countersignature, where required, is to be given by a supervisor. For MT maintenance a countersignature is mandatory except for the Service Driver's Signature as specified in Para 0306.

0309. **Out inspection.** Satisfaction of an Out Inspection, where required, is to be recorded by signature on the Maintenance Job Card. When an Out Inspection has been called for the co-ordination signature is not to be given until the Out Inspection has been satisfactorily completed and recorded.

0310. **Co-ordinating Signature.** A co-ordinating signature is to be given for all second line MT maintenance tasks. The person giving the co-ordinating signature is to ensure that all necessary documentation has been completed and in particular is to ensure that where no countersignature has been given, a countersignature is not required under Para 0308 of this chapter.

0311. **Roadside Repairs.** Roadside repairs carried out by service drivers or convoy fitters, including wheel changes, are to be reported as soon as possible and a Maintenance Job Card raised.

0312. **Retention of Completed Maintenance Job Cards.** Completed Job Cards are legal documents and are to be retained in safe keeping for a period of not less than 2 years.

## Chapter 4

### Condition Of Vehicles On Receipt Or Contract Expiry

#### Introduction

0401. The condition of a serviceable vehicle received or due transfer at the end of contract is to be consistent with its age and mileage.

0402. Maintenance records for the previous 2 years are to accompany the vehicle on transfer to other agencies or contractors. Photocopies are acceptable if the issuing unit wishes to retain the original signed copies for audit purposes.

#### Standard of Preparation

0403. The standard of preparation for a vehicle on transfer is to be as follows:

- a. Minor or Major Maintenance due within 3000 miles or 3 months is to be completed.
- b. Vehicle due Lubrication Maintenance within 1000 miles or one month is to have:
  - (1) Lubrication Maintenance carried out.
  - (2) A Full Out Inspection carried out.
- d. Vehicle not subjects to a, b above.
  - (1) A Full Out Inspection is to be carried out.
- e. All vehicles.
  - (1) All outstanding modifications are to be embodied.
  - (2) All STIs and SIs are to be satisfied.
  - (3) Body defects that detract from the appearance of the vehicle are to be rectified.

0404. The F4870 (Log Book) transferred with the vehicle is to be clearly annotated with the mileage and calendar date at which the next Minor or Major Maintenance is due on the vehicle.

#### Acceptance Procedure

0405. When a vehicle is allocated the MT Section receiving the asset is to ascertain when the vehicle will be ready for collection and make the necessary arrangement to collect the asset.

#### Vehicles Received from Depots

0406. If a vehicle is received in a condition deemed unacceptable by the contractor, a report shown at Annex A to this chapter is to be submitted immediately.

- a. For vehicles issued from Vehicle Depots the report is to be sent direct to via NM&NARG ENG2 to:  
HQ BVD and SIB  
REME  
Ashchurch, Gloucester, GL20 8LZ.

#### Vehicles Received Direct from the Manufacturers/Agencies

0407. If a receiving unit considers the condition of a vehicle to be unacceptable upon receipt from the manufacturer or manufacturer's agent, the vehicle is to be returned for repair to the manufacturer's agent in accordance with the Warranty procedures contained in Chap 7 of this publication.

**Inspection of Vehicles Prior to Short Term Loan**

0408. All vehicles transferred to other units or agencies, on a short term loan, are to be inspected and the following action taken:

- a. All outstanding scheduled maintenance is to be completed.
- b. Where possible all Service Instructions and modifications are to be satisfied.
- c. A daily and weekly maintenance is to be carried out including a check of the CESM748 loose equipment and items that are deficient are to be made good.
- d. A visual inspection of the steering and braking systems and a short road test, to confirm vehicle serviceability is to be carried out by a competent MT technician.

0409. The work is to be recorded on Job Cards. A hard copy of the Job Card is to be copied and the relevant copy is issued with the vehicle. All work generated by this inspection is to be recorded in the normal manner.

**CHAPTER 4 ANNEX A**

**SPECIMEN PROFORMA FOR SUBMITTING A  
REPORT ON THE CONDITION OF A VEHICLE RECEIVED**

Reference .....

Address:

Telephone number:

HQ BVD and SIB  
REME  
Ashchurch  
Tewkesbury  
Gloucester  
GL20 8LZ  
Attn: TCG

**REPORT ON THE CONDITION OF A VEHICLE RECEIVED**

1. The following report on the condition of a vehicle received is submitted in accordance with NBSA Contract.
2. Details of the vehicle and receipt are:
  - a. Vehicle type .....
  - b. Equipment Release Order .....
  - c. Registration number .....
  - d. Date received .....
3. Details of defect(s):
4. Reference to other reports submitted in connection with the above defect(s) is/are:

Copies to:

NM&NARG ENG2  
Spur 5, Block C  
MOD Ensign  
Bath  
BA1 5AB

Signed

CHAPTER 5

EQUIPMENT FAILURE AND WARRANTY REPAIR PROCEDURES

CONTENTS

Para

- 0501 Introduction
- 0503 Reporting Procedures
- 0504 Serious Equipment Failures
- 0506 Failure/Defect Investigation
- 0507 Warranty Procedure
- 0509 Warranty Exclusions
- 0510 Application of Warranty
- 0511 In-house Repair of Warranty Items
- 0512 Warranty Documentation
- 0513 Payment of Bills

Annexes

- A Serious Equipment Failure Report

Introduction

0501. An equipment failure/defect is defined as any non-conformance of an item with its specification. It is thus any unsatisfactory condition of an equipment, assembly or component attributable to faulty design, workmanship, material or effects of deterioration in storage where packaging is not involved. The evidence of such a condition may be failure, excessive wear or unacceptable loss of performance caused by the defect.

0502. It is important that equipment failure reports are raised whenever there is a failure of equipment, which is not commensurate with its age, usage, or whenever a design weakness is discovered no matter how trivial it appears. Items that are cracked, loose, seized, detached etc. Which neglect, misuse or incorrect maintenance has not caused, is to be reported, although local repair action may already have been taken. By highlighting equipment failures/defects, future vehicle builds can be designed to eliminate the faults or design weaknesses.

Reporting Procedures

0503. The Equipment Failure Reporting (EFR) system requires an Initial Incident Report (IR). This report is to be raised by the contractor detailing the equipment type, age, mileage, registration number, dated the equipment entered service and a comprehensive description of the failure/defect. The report should include photographic evidence if beneficial. This report is to be forwarded to NM&NARG CM. Defective components are to be retained for a period of 90 days unless disposal instructions are received earlier.

Serious Equipment Failures

0504. A serious Equipment Failure/defect is defined as one which:

- a. Endanger personnel or equipment
- b. Could significantly reduce the operational effectiveness or availability of the equipment.

0505. When an equipment failure fulfils the above definition a Serious Failure Report (SFR) is to be raised and faxed to NM&NARG ENG2, using the format found at Annex A. Initial warnings may be given by telephone giving the information detailed at Annex A, however a confirmation fax is still to be sent. An Equipment Failure Report is still required whenever a SFR is raised.

Failure/Defect Investigation

0506. NM&NARG ENG2 will, when satisfied that the defect/failure is of sufficient magnitude, will be instigate Post Design Services (PDS) actions as appropriate, and indicate circumstances when the repairs may be funded by the GSV IPT. Any unit having any doubt as to the correct procedure in any given circumstance should contact the ENG2.

Warranty Procedures

0507. Manufacturing faults, which are not apparent, when vehicles and their assemblies are received into service may develop in early life. In certain circumstances manufacturers may accept liability for rectifying these faults as part of the contractual agreement (Warranty).

0508. Repair under warranty applies to all vehicles or equipment's for which a guarantee clause has been included in the contract. Where no warranty has been negotiated for inclusion in the contract instances may be taken up with the manufacturer under the Sale of Goods Act. Via NM&NARG ENG2. Two types of warranty clauses are negotiated in MOD contracts:

- a. Parts and Labour – All parts of the equipment supplied under contract are guaranteed by the contractor for an agreed period, normally from the date into service or the signing of the MOD Form 640. If any part fails within the warranty period and it is agreed by the manufacturer that the failure is due to faulty material or workmanship, then the MOD has the right to request an authorised agent of the contractors to carry out, free of charge, such repairs as is necessary to restore the equipment to a serviceable condition.
- b. Parts Only – All parts of the equipment supplied under contract are guaranteed by the contractor for an agreed period and the manufacturer agrees that the failure is due to faulty material or workmanship, then the defective part(s) will be replaced by the contractor or their authorised agent free of charge and carriage paid.

Warranty Exclusions

0509. Warranty claims are not applicable in the following circumstances:

- a. As a result of enemy or hostile action.
- b. As a result of misuse or neglect, including failure to maintain in accordance with approved maintenance schedules.
- c. As a result of accident, unless attributable to a defective component for which the manufacturer may be liable.
- d. Where there is no warranty clause included in the contract, in which case the Sale of Goods Act may apply.

Application of Warranty

0510. Warranty claims, which cannot be resolved between AWE MT Maintenance Section, and the equipment manufacturers local agent is to be referred to NM ENG2.

In-house Repair of warranted Items

0511. No repairs to defective to items of equipment covered by a parts and labour warranty is to be carried out by the user without the authority of NM ENG2.

Warranty Documentation

0512. All Warranty claims are to reported using the EFR system. Reports are to be clearly endorsed "Vehicle Under Warranty".

#### Payment of Bills

0513. Any Bills raised by a local agent for repair work or parts not covered under warranty, agreed as fair and reasonable, are to be paid by the unit or contractor responsible for maintaining the equipment.

## CHAPTER 5 ANNEX A SERIOUS FAILURE REPORT

From:

To: NMC/NARG ENG2  
Spur 5, Block C  
MOJ Ensligh  
Bath BA1 5 AB

Security Classification: *As appropriate to the equipment and content of the text.*

Subject: Serious Failure

- A. Reference Number of report
- B. Type of Equipment, Mark, Equipment Asset Code (EAC), Registration Number, Chassis Number and Contract Number.
- C. Title of Failure.
- D. Defective Assembly/ Component, NATO Stock Number and Part Number.
- E. (1) Particulars of defect/symptoms of failure.  
(2) Circumstances in which defect occurred or was discovered.  
(3) Effect of the failure.
- F. Further useful data, e.g. Miles run, date component installed, date of last applicable scheduled maintenance and/or test, whether an overhauled assembly/component and if so, contractor or workshop concerned.
- G. Details of extent to which similar equipment's have been examined.
- H. Total number of failures found.
- I. Suggested remedial action
- J. Name and contact number of person completing the report

[REDACTED]

## CHAPTER 6

### MODIFICATION OF MT

#### CONTENTS

Para

0601	Introduction
0603	Definition of a Modification
0605	Reasons for Modifications
0606	Modifications Committee
0608	Sources of Proposals for Modifications
0609	Classification
0610	Modification Instruction
0613	Supersession Modifications

#### Introduction

0601. It is MoD policy to provide vehicles and equipments fit for purpose, therefore requirement to modify vehicles should be considered exceptional and will only be carried out under the written authority of NM ENG2.

0602. Due to the specialist nature of some vehicles the granting of permission to modify vehicles can take several months. Requirements to modify assets should therefore be staffed as soon as possible.

#### Definition of a Modification

0603. The definition of a modification is any alteration causing a change to the form, fit or function of a component which affects one or more of the following:

- a. The cost or delivery rate of equipment.
- b. The interchangeability of components.
- c. The safety, reliability, operational use or other specified parameters of the equipment.

0604. A drawing alteration or amendment is defined as any alteration, which does not affect any of the aspects, described in Para 0603 above.

#### Reasons for Modifications

0605. The main reasons for introducing modifications are:

- a. To preclude accidents or failures which could or do endanger life or limb.
- b. To overcome a failure to meet the required standard in performance and reliability.
- c. Design changes to facilitate production or interchangeability of components, or to improve performance or reliability.
- d. Changes in operational employment, except those requiring extensive development when a new vehicle requirement would be necessary.
- e. Changes in legislation.

#### Modifications Committee

0606. Modifications to selected in-service vehicles are developed under the Design Change Safety Committee (DCSC).

[REDACTED]

0607. The Chairman of the DCSC is NM&NARG ENG2 and members are drawn from Finance Branch, Security Staffs, relevant Design Approving Authorities, Sponsor Branch, Safety Authorities, Post Design Services (PDS), Production Branches and Supply Management Branches. Other specialist branches are called in for particular cases requiring detailed technical advice.

#### Sources of Proposals for Modifications

0608. Modification proposals submitted to the DCSC arise from:

- a. Investigations previously authorised by the DCSC.
- b. Changes recommended by the design and design approving authorities for modifications to equipment in service or in production or both, these will be presented on Form 714/715.
- c. The Equipment Sponsor, Project Manager or Design Authority.

#### Classification

0609. Having decided that a modification is required the Committee will decide its priority.

#### Modification Instruction

0610. The PDS Authority, contractor or other source provides a draft instruction, which is used to produce an executive instruction to units on embodiment procedure. The executive instruction also provides the ATSA DTS with data on which to formulate spares requirements.

0611. Army Technical Support Authority (ATSA) produce the executive modification instruction. A Joint Service format for modifications is used and published in Army Equipment Support Publications (AESP) Category 8.

0612. ATSA also undertakes printing and distribution of the modification instruction. However, no modification instruction is released until adequate stocks of the modification stores are available.

#### Supersession Modifications

0613. An existing vehicle may be changed in some respect to facilitate production or to meet other industrial requirements. Where such changes affect interchangeability of parts they are known as supersessions. If the replacement part can be fitted without other changes, an instruction is not issued; if other changes are required, the necessary instruction will be issued in the form of a General Instruction to the AESP Category 8.

## CHAPTER 7

### MECHANICAL TRANSPORT PUBLICATIONS

#### CONTENTS

Para

0701 Introduction  
0703 Publications for specific vehicles  
0705 Specialist Equipment

Annex

A List of vehicles and supporting maintenance publications

#### Introduction

0701. The Army Equipment Support Publication (AESP) 8-category system (Octad) has been accepted by all three Services and provides the basis for all future rationalisation of MT publications.

#### Publications for Specific Vehicles

0702. Where possible, it has been the practice to adopt for service use the instruction books prepared by the manufacturer for the civil market. As the quality of these books has varied and has not always satisfied service requirements, it has been necessary to provide for certain vehicles publications to be produced specifically to MOD specifications. For a number of vehicles Army Coded Publications have been adopted. Army coded Publications (AESP) include User Handbooks, Technical Handbooks and Illustrated Parts Catalogues.

0703. Whether the publication is based on manufacturer's literature or specially compiled into the AESP octad system, the basic layout includes the following:

- a. Purpose and planning - AESP Category 1. This category contains the information required by operational and planning staffs to assess the suitability of material for use in a particular environment and/or situation and to forecast the logistic support required for such use. In the near future Equipment Policy Management Statements (EMPS) will also appear in this category.
- b. Operating information (user handbook) - AESP Category 2. This category, when used with the correct maintenance schedule, gives user the information, which enables him to operate and carry out first line maintenance on the vehicle. It contains a brief description of the vehicle and its systems. One user handbook is supplied with each vehicle on entry into service.
- c. Technical Description - AESP Category 3. These publications contain a full description of assemblies and components. The AESP category 3 is sometimes combined with AESP category 5 to give the information necessary to carry out maintenance operations.
- d. Initial installation and preparations for special environments - AESP category 4. This category contains information necessary to achieve an operational requirement. The category is divided into sub-categories:
  - (1) Sub-category 4.1 - Installation instructions.
  - (2) Sub-category 4.2 - Preparation for special environments
- e. Maintenance information and instructions - AESP Category 5. These publications detail information on all aspects of maintenance apart from certain unit/operator tasks (Category 2) and scheduled maintenance (Category 6). AESP category 5 is sometimes combined with AESP category 3 to provide all the necessary information. The category is subdivided into four sub-categories.

- (1) Sub-category 5.1 - Failure diagnosis.
- (2) Sub-category 5.2 - Repair instructions.
- (3) Sub-category 5.3 - Inspection standards.
- (4) Sub-category 5.4 - Calibration procedures.

f. Maintenance Schedules - AESP Category 6. This category contains the information required to enable the unit to carry out scheduled maintenance Procedures necessary during the whole life of the vehicle.

g. Parts catalogues and related information - AESP Category 7. These are designed as an aid to the identification of parts, provide information for the demanding of spares and contains the Complete Equipment Schedule (CES) for the vehicle. The AESP category 7 is divided into sub-categories:

- (1) Sub-category 7.1 - Service edition illustration parts catalogue
- (2) Sub-category 7.2 - Commercial parts list.
- (3) Sub-category 7.3 - Production CES.
- (4) Sub-category 7.4 - Service CES.
- (5) Sub-category 7.5 - Complex CES.

h. Modifications and general instructions - AESP Category 8. These publications contain all the necessary information to implement Modifications, Special Technical Instructions (STIs), Service Instructions (SIs) and Service Engineered Modifications. The AESP category 8 is divided into three sub-categories:

- (1) Sub-category 8.1 - Modification instructions.
- (2) Sub-category 8.2 - General instructions, STIs and SIs.
- (3) Sub-category 8.3 - Service engineered modifications.

0704. A full description of the Army Equipment Support Publications system is given in AESP 0100-P-003-013.

#### Specialist Equipment

0705. Operating and technical information on specialist equipment mounted on mechanical transport may be found in the vehicle publications, but in some cases separate publications are provided for the specialist equipment. Separate equipment publications are normally produced in accordance with current Army Equipment Support Publications and Manufacturers Publications.

**CHAPTER 7 ANNEX A**

**MISSION CRITICAL VEHICLES – MANDATORY MAINTENANCE DOCUMENTATION**

**1. TCHD and Trailer**

Asset Code 1559-3100      Truck Semi-trailer 8x4 Foden  
 2800-1100      Semi-trailer 6WD Van Box – Brown Root Ltd

**Publications**

AESP 2320-E-201-512      Failure Diagnosis      TCHD Mk2  
 AESP 2320-E-201-601      Maintenance Schedule      TCHD Mk2 and Sec System  
 AESP 2320-E-201-821      Gen. Instructions, STIs, Sis      TCHD Mk2

**2. Fire Tender**

Asset Code 2277 – 4100      Truck Fire Fighting Convoy 2273Ltr-Water – Volvo

**Publications**

AESP 2320-N-701-201      Operating Information      Chassis and Cab, 4x2, Volvo FL 614 (Truck, Fire Fighting, Convoy, Long Range)  
 AESP 2320-N-701-302      Technical Description      Chassis and Cab  
 AESP 2320-N-701-601      Maintenance Schedule      Chassis and Cab  
 AESP 2320-N-701-721      Commercial Parts List      Chassis and Cab  
 AESP 2540-C-100-302      Technical Description      Vehicle Body Heaters Fuel Burning  
 AESP 4210-L-300-601      Maintenance Schedule      Specialist Equipment

Asset Code 2277 3100      Truck Fire Fighting Convoy – Volvo

**Publications**

Manufacturers commercial technical publications  
 Defence Fire Service (Army) inspection sheet

**3. Convoy Support Vehicle**

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**Asset Code 2400-3100      Truck Convoy Support 4x2 8 Tonne - Renault Magnum**

**Publications**

AESP 2320-M-320-512      Failure Diagnosis      Truck, 8 Tonne, Convoy Support, Renault Magnum  
 AESP 2320-M-320-601      Maintenance Schedule      Truck, 8 Tonne, Convoy Support, Renault Magnum  
 AESP 2510-G-100-201      Operating Information      Tail Lifts, Hydraulic, Vehicle Mounted – all Models

**4. Convoy Support Vehicle Trailer**

**Asset Code**

3349-1100      Trailer 1200Kg, 4Wheeled, Close Coupled – Kearn LTD

**Publications**

AESP 2330-R-200-601      Maintenance Schedule      Trailer, Close Coupled, Convoy Support, 1200Kg  
 AESP 2510-G-100-201      Operating Information      Tails Lifts, Hydraulic, Vehicle Mounted –All Models  
 AESP 2510-G-100-601      Maintenance Information      Tails Lifts, Hydraulic, Vehicle Mounted –All Models  
 AESP 2510-G-100-721      Commercial Parts List      Tails Lifts, Hydraulic, Vehicle Mounted –All Models

**5. Recovery Vehicle**

**Asset Code**

2326-3100      Truck Recovery 6x4 Convoy Support - Foden

**Publications**

Foden Trks 4000 Series      Operating and Maintenance Handbooks      Civilian Publications, No Military Publications

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