

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

Customer

HQ Army Recruiting and Initial Training Command

Department of Occupational Medicine

Trenchard Lines,

Upavon, Pewsey

Wiltshire

SN9 6BE

Supplier

Liverpool John Moores University

Tom Reilly Building

Byrom Street

Liverpool

Merseyside

L3 3AF

Dear Sirs

Letter of Appointment

This letter of Appointment dated 28TH June 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC
From:	HQ Army Recruiting and Initial Training Command (ARTIC) ("Customer")
To:	Liverpool John Moores University ("Supplier")

Effective Date:	1 st July 2019
Expiry Date:	End date of Period 30 th June 2023

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Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer's Project Specification attached at Annex A and the Supplier's Proposal attached at Annex B; and
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Key Individuals:	For the Customer REDACTED For the Supplier REDACTED
[Guarantor(s)]	Not Applicable

Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex C
Insurance Requirements	Not Applicable
Liability Requirements	Suppliers limitation of Liability (Clause 18 of the Contract Terms);
Customer billing address for invoicing:	Via CP&F

General Data Protection Regulations (GDPR)	Contract Terms Schedule 7 (Processing, Personal Data and Data Subjects
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	Schedule 8 Ministry of Defence (MOD) Additional Clauses Schedule 9 MOD DEFCONS AND DEFFORMS Defcon 532B Version 05/18 Protection of Personal Data Defcon 76 Version 12/06 Contractors' personnel at Government Establishments

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title:

Name and Title:

Signature:

Signature:

Date:

Date:

ANNEX A

Customer Project Specification

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The high physical and psychological demands of Basic training results in a high incidence of injury and illness, resulting in lost training days and medical attrition that has a significant financial cost to the Ministry of Defence (MoD). This also has a large organisational impact resulting in increased training wastage and a reduction in gains to trained strength (GTTS). As such, simple and cost-effective strategies that minimise psychological stress may reduce illness leading to less training days downgraded or lost, better sickness and absence management, and improved GTTS and operational effectiveness.

Adverse Childhood Experiences (ACEs) are common in the British population, and more so in children from lower socioeconomic areas. Population based studies report that 47% of children experience one ACE and up to 14% experience four or more. It is known that children who experience ACEs are at increased risk of adopting health harming behaviours, including smoking, alcohol and substance abuse, are more likely to be overweight / obese, and are at a greater risk of mental health illnesses including social, emotional and cognitive impairment and depression.

Experiencing ACEs is also linked to negative changes in immunological and hormonal systems and sufferers have a greater chance of developing diabetes, cancer and cardiovascular disease in later life and ultimately premature death. Children who experienced four or more ACEs are twice as likely to be frequent visitors to the GP and four times more likely to develop type 2 diabetes than a child with no ACEs.

Recruiting individuals with a history of ACEs into the British Army likely places a disproportionate burden on healthcare, which needs to be quantified, and appropriate interventions implemented to reduce these longer term negative health outcomes for service personnel must be investigated.

DEFINITIONS

Expression or Acronym	Definition
ARITC	Means Army Recruiting and Initial Training Command
GTTS	Means gains to trained strength
ACE	Means Adverse Childhood Experiences
MODREC	Means Ministry of Defence Research Ethics Committee
DMICP	Defence Medical Information Capability Program

SCOPE OF REQUIREMENT

Study design and development:

Developing the research design (to include but not limited to laboratory and field-based research studies) in collaboration with the study's Project Officer, including power calculations, study design / protocol, appropriate statistical analysis, and outcome measures.

Subcontracting services (such as biochemical analysis of samples, undertaking of specialist data collection techniques) / other academic departments/ Procuring consumables and equipment / industry, as required.

Preparing all paperwork for MODREC approvals.

Data collection:

Access to the military population will be facilitated by the Customer, however recruiting and consenting military personnel will be the responsibility of the Supplier.

Briefing and obtaining consent from potential participants.

Liaising with participants on all study matters.

Coordinating with the relevant military organisations to recruit volunteers. This includes Army training Units Infantry Training Centre Catterick, Army Training Centre Pirbright and Army Training Regiment Winchester.

Communication and project management:

Acquiring an understanding of the ARITC research programme and providing insight on how this work may be exploited and feed into other aspects of the programme.

Delivery of routine and ad hoc briefings to the ARITC team.

Delivering recommendations on mitigation strategies to manage / minimise stress in British Army Trainees during training and reduce the impact of ACEs.

Delivery of technical reports and complete raw data-sets within agreed timelines.

Obtaining approvals from the Customer for publication of the project outputs, including presentations, journal articles and media engagement.

Out of scope:

Coordination of approaches to senior chain of command at HQ ARITC to gain approval for access to recruits

Payment and administration of Experimental Test allowance to study volunteers

Gaining access to, and interrogation of, recruit medical records through DMICP (if required)

Recruitment and payment (to include travel and subsistence), of two undergraduate research assistants to support periods of data collection

THE REQUIREMENT

To meet the aims of this work, it is necessary to analyse valid, appropriate data sets using robust methods. The following activities are, therefore, required:

Study Design

A cross-sectional study of 400 to assess stress levels and ACEs of British Army recruits and 25 laboratory based research participants is required. This study will also assess whether interventions which aim to minimise stress influence health and performance measures. Injury and illness data will be monitored as this will enable the organisation to quantify the cost benefit of this work. The data will be collected using established methods to be agreed with the Customer and participant numbers completing the study will be adequate to meet agreed power calculations based on key research variables.

The project will only continue subject to MOD Research Ethics Committee (MODREC) approval.

Data Collection

Once agreed and approved, the study will be set up and run by the Supplier. The output from this work will be an adequately powered data set that can be analysed to reach statistically valid conclusions.

Statistical Analysis

Appropriate analytical and statistical methods must be used to determine the levels of stress of British Army recruits. Additionally, appropriate statistical tests should be used to determine the effectiveness of interventions at minimising stress levels and how this influences health and performance.

Draw Conclusions/Recommendations

Following completion of the analysis, all conclusions and recommendations must be reported with the benefits to the Customer clearly articulated. Any requirement for further research and the rationale must be detailed in the recommendations.

KEY MILESTONES AND DELIVERABLES

The following Contract milestones/deliverables shall apply:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Initial meeting between Supplier and Customer's point of contact	As soon as possible but no later than October 2019
2	Monthly update report containing progress, highs, lows and other issues.	Monthly
3	Quarterly meeting and technical progress reports will be submitted to the Customer and should include technical updates and early stages of analysis where appropriate, in MS word and PDF format.	Quarterly
4	Summary annual Report and update meeting	Annually
5	A final technical report to be delivered on cessation of the project in Microsoft Word and PDF format.	Sept 2023
6	Draft papers for publication.	Sept 2023

MANAGEMENT INFORMATION/REPORTING

The results will be stored by Occupational medicine, ARITC to inform future policy. The results may be presented internally as well as externally at scientific conferences and/or in scientific journals.

Reporting to be in line with the milestones and deliverables outlined below

VOLUMES

Based on similar research programs volumes of data are expected to be in the region of 4GB electronic and eight A4 paper boxes full of hard data over the course of the four years.

CONTINUOUS IMPROVEMENT

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

The Supplier should present new ways of working to the Customer during quarterly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Customers attention and agreed prior to any changes being implemented.

QUALITY

Data produced under the Contract is to be of a publishable quality in peer reviewed international journals with an impact factor over two¹ and of a high enough quality to be presented at international scientific conferences.

Outputs must be able to recommend evidence-based interventions for ARITC that are legally defensible.

STAFF AND CUSTOMER SERVICE

The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Customers vision and objectives and will provide excellent customer service to the Customer throughout the duration of the Contract.

SERVICE LEVELS AND PERFORMANCE

The Customer will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Research planning meeting	Within 1 month of contract being placed: This meeting must be in person at HQ ARITC and will discuss and agree project structure and plan and establish timeline for studies. Project plan to be developed and timeline confirmed.	100
2	Month 1 progress report	End month 1 and monthly thereafter until contract concludes: Outlining progress made in month 1. Template to be provided by HQ ARITC to contain sections on: project status in relation to plan, highlights, lowlights, stakeholder visits, other issues	100%

¹ Impact factor is a mathematical expression of frequency with which a given scientific / medical journal's original articles are cited in other scientific / medical journals.

3	Quarterly progress meeting outlining progress made in Qu 1	End Qu 1 and quarterly thereafter until contract concludes: Progress meeting to update on progress made against agreed project plan. Meetings to be held in person or through electronic means (i.e. Skype). In-person meetings can be at either HQ ARITC or the supplier's location.	100%
4	Year 1: Study 1 planning and conduct	Year 1: Preparation of ethical application and MODREC approval, background literature search; study 1 planning and conduct of data collection. Initial analysis of data and preliminary recommendations to HQ ARITC.	100%
5	Delivery of Year 1 annual report and attendance at annual progress meeting	End Year 1: Delivery of annual report, review of study 1 and progress made towards study 2. Meeting to confirm deliverables against the project plan and highlight any issues. Template for annual reports to be provided by HQ ARITC to contain sections on: issue, aim of research, conclusion and recommendations, technical summary, impacts and benefits of the results for the military / MOD, collaborations / publications. Annual meetings must be in person at HQ ARITC.	100%
6	Year 2: Study 2 planning and conduct	Year 2: Preparation of ethical application and MODREC approval, background literature search; study 2 planning and conduct of data collection. Initial analysis of data and recommendations to HQ ARITC.	100%
7	Delivery of Year 2 annual report and attendance at annual progress meeting	End Year 2: Delivery of annual report, review of study 2 and progress made towards study 3. Meeting to confirm deliverables against the project plan and highlight any issues.	100%
8	Year 3: Study 3 planning and conduct	Year 3: Preparation of ethical application and MODREC approval, background literature search; study 3 planning and conduct of data collection. Initial analysis of data and recommendations to HQ ARITC.	100%
9	Delivery of year 3 annual report and attendance at annual	End Year 3: Delivery of annual report, review of study 3 and progress made towards study 4. Meeting to confirm deliverables against the project plan and highlight any issues	100%

	progress meeting		
10	Year 4: Study 4 planning and conduct	Year 4: Preparation of ethical application and MODREC approval, background literature search; study 4 planning and conduct of data collection. Initial analysis of data and recommendations to HQ ARITC.	100%
11	Delivery of final report and attendance at final closure meeting	End Year 4: Delivery of final report, including full analysis of data, statistical results of all studies, conclusions and recommendations to the military / MOD.	100%
12	Delivery to HQ ARITC of all electronic and paper-based data collected during contract.	Within 1 month of the closure meeting: final worksheets (Microsoft Excel) containing all electronic data to be delivered to HQ ARITC as emailed files and backup on CD and all paper based data collected (including all informed consent forms) to be delivered to HQ ARITC for subsequent filing in line with MODREC regulations.	100%
13	Account Management	All requests from the Customer to be responded to within 48hrs	100%
14	Account Management	Complaints / escalations responded to within 1 working day, with a resolution within 3 working days.	100%
15	Account Management	Dedicated point of contact available Mon-Fri between 09:00 – 17:00	100%

In the event of poor performance through failure to deliver KPI's to time and of appropriate quality, the Customer shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify the issues and meet the requirements.

The Customer may, without prejudice to any other rights and remedies under this Contract, withhold or reduce payments in the event of unsatisfactory performance.

If poor performance continues, following formal written warnings, early termination of the Contract will be considered.

SECURITY AND CONFIDENTIALITY REQUIREMENTS

The Supplier's staff will need to complete security at BPSS to gain unescorted access to Army training sites to facilitate ease of data collection.

All information collected as part of the research will be subject to the current conditions of GDPR. All information obtained during the research will remain confidential. Participants will need to be assigned a UIN once informed consent to participate is given and, from the first day, the unique number will be used for the remainder of the study to identify the participant anonymously.

Once preliminary data has been collected participant identifiable data will be removed and participants will be known by their UIN (i.e. 1 to 100). The Supplier will retain one paper and

one electronic copy of the list linking participant identifiable data with UIN numbers. Electronic lists will be held in a secure area on the Supplier and MoD electronic filing system, paper records will be stored in secure cabinets at the supplier's location and at HQ ARITC separately to the participant data containing UINs.

On completion of the study all patient identifiable data will be delivered to HQ ARITC and deleted from the suppliers electronic records, paper records will be shredded. HQ ARITC will be required to store paper records for 50 years in compliance with the current MONREC policies.

PAYMENT AND INVOICING

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. Payment will be made within 30 days of a correctly submitted invoice.

Invoices should be submitted in accordance with agreed payment methods through CP&F.

CONTRACT MANAGEMENT

The Supplier will deliver quarterly progress reports (template to be provided by the Customer) and attend quarterly progress meetings (these can be by skype). The Supplier will also deliver annual end of year technical reports (template to be provided by the Customer) and attend annual face to face progress meetings. The Customer is responsible for managing the Contract.

Attendance at Contract Review meetings shall be at the Supplier's own expense.

LOCATION

The location of the Services will be carried out at Trenchard Lines, Upavon, Pewsey, Wiltshire, SN9 6BE / the Supplier's premises.

Data collection will be undertaken at Army training sites including but not limited to Infantry Training Centre Catterick, Army Training Centre Pirbright and Army Training Regiment Winchester.

ANNEX B

Supplier Proposal

ANNEX C – PRICE – REDACTED

Part 2: Contract Terms



Contract Terms v6.0