

DPS FRAMEWORK SCHEDULE 4: LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment



Ministry
of Defence

Dear Sir / Madam

Letter of Appointment

This letter of Appointment dated 15th October 2021, 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:	701578556
From:	Ministry of Defence
To:	The University of Chichester

Effective Date:	01 st November 2021
Expiry Date:	End date of Initial Period: 12 months

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: the Customer's Statement of Requirement attached at Annex A with supplements and the Supplier's Proposal attached at Annex B
--------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Key Individuals:	REDACTED
------------------	-----------------

Contract Charges (including any applicable discount(s), but excluding VAT):	£55,193.00
Insurance Requirements	<p>Additional public liability insurance to cover all risks in the performance of the Contract, with a minimum limit of £1 million for each individual claim.</p> <p>Additional employers' liability insurance with a minimum limit of £5 million indemnity.</p> <p>Additional professional indemnity insurance adequate to cover all risks in the performance of the Contract with a minimum limit of indemnity of £1 million for each individual claim.</p>
Liability Requirements	<p>Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);</p> <p>As per clause 18.2.1 in relation to any defaults occurring from the effective date to the end of the Contract, the maximum amount the Supplier shall be liable for shall in no event exceed 125% of the agreed contract value.</p>
Customer billing address for invoicing:	<p>Armour MBT Programmes Directorate Army Headquarters, IDL 15, Blenheim Building Marlborough Lines Monxton Road Andover SP11 8HJ</p>

GDPR	See Annex C (DEFFORM 532)
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	<p>SCHEDULE 8: ADDITIONAL CLAUSES</p> <p>MINISTRY OF DEFENCE (MOD) ADDITIONAL CLAUSES</p> <p>1.1 The definition of Contract in Contract Schedule 1 (Definitions) to the Contract Terms shall be replaced with the following:</p> <ul style="list-style-type: none"> • "Contract" <p>This written Agreement between the Customer and the Supplier consisting of the terms set out in the Letter of Appointment, the Contract Terms, the Schedules and any Statement of Work and the MoD Terms and Conditions.</p> <p>1.2 The following definitions shall be inserted into in Contract Schedule 1 (Definitions) to the Contract Terms:</p> <ul style="list-style-type: none"> • "MoD Terms and Conditions" <p>1.3 The contractual terms and conditions listed in Schedule 8 which form part of the Contract Terms</p> <ul style="list-style-type: none"> • "Site"

	<p>1.4 Any of Her Majesty's Ships or Vessels and Service Stations.</p> <ul style="list-style-type: none"> • "Officer in charge" <p>Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.</p> <p>1.5 The following Clauses shall be inserted as a new Clause 4 to this Contract:</p> <ul style="list-style-type: none"> • "4. Due Diligence" <p>4.1 The Supplier confirms that it has had the opportunity to review the MoD Terms and Conditions and has raised all questions in relation to those documents with the Customer prior to the Effective Date.</p> <p>4.2 Where required by the Customer, the Supplier will take all actions necessary to ensure that the MoD Terms and Conditions constitute legal, valid, binding and enforceable obligations on the Supplier."</p> <p>1.1 The following new Clause [36] shall apply:</p> <p>36. ACCESS TO MOD SITES</p> <p>36.1 The Customer will issue passes for those representatives of the Supplier who are approved for admission to the Site and a representative will not be admitted unless in possession of such a pass. Passes are the property of the Customer and will be surrendered on demand or on completion of the Project.</p> <p>36.2 The Supplier's representatives when employed within the boundaries of a Site, must comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force for the time being for the conduct of personnel at that Site. When on board ship, compliance shall be with the Ship's Regulations as interpreted by the Officer in charge. Details of these rules, regulations and requirements will be provided, on request, by the Officer in charge.</p> <p>36.3 The Supplier will be responsible for the living accommodation and maintenance of its representatives while they are employed at a Site. Sleeping accommodation and messing facilities, if required, may be provided by the Customer wherever possible, at the discretion of the Officer in charge. These facilities will be charges at a cost fixed in accordance with current Ministry of Defence regulations. At Sites overseas, accommodation and messing facilities, if required, shall be provided wherever possible. The status to be accorded to the Supplier's personnel for messing purposes shall be at the discretion of the Officer in charge. The Officer in charge will, wherever possible give his decision before the commencement of this Contract if asked to do so by the Supplier. When sleeping accommodation and messing</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>facilities are not available, a certificate to this effect may be required by the Customer and shall be obtained by the Supplier from the Officer in Charge. Such certificate shall be presented to the Customer with other evidence relating to the costs of this Contract.</p> <p>36.4 Where the Supplier's representatives are required by this Contract to join or visit a Site overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) will be provided for them free of charge by the Ministry of Defence whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Supplier must make such arrangements through the Technical Branch named for this purpose in this Contract. When this transport is not available within a reasonable time, or in circumstances where the Supplier wishes its representatives to accompany material for installation which it is to arrange to be delivered, the Supplier will make its own transport arrangements. The Customer will reimburse the Supplier's reasonable costs for transport of its representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Supplier's representatives locally overseas which is necessary for the purpose of this Contract shall be provided wherever possible by the Ministry of Defence, or by the Officer in charge. If so provided it will be free of charge.</p> <p>36.5 Out-patient medical treatment given to the Supplier's representatives by a Service Medical Officer or other Government Medical Officer at a Site overseas will be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Site and transportation of the Suppliers representatives back to the United Kingdom, or elsewhere, for medical reasons, will be charged to the Supplier at rates fixed in accordance with current Ministry of Defence regulations.</p> <p>36.6 Accidents to the Agency's representatives which ordinarily require to be reported in accordance with Health and Safety at Work etc Act 1974, must be reported to the Officer in charge so that the Inspector of Factories may be informed.</p> <p>36.7 No assistance from public funds, and no messing facilities, accommodation or transport overseas will be provided for dependents or members of the families of the Supplier's representatives. Medical or necessary dental treatment may, however, be provided for dependents or members of families on repayment at current Ministry of Defence rates.</p> <p>36.8 The Supplier must arrange for funds to be provided to its representatives overseas through normal banking channels (e.g. by travellers' cheques). If banking or other suitable facilities are not available, the Customer will, on request by the Supplier and subject to any limitation required by the Supplier, make arrangements for payments, converted at the</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

prevailing rate of exchange (where applicable), to be made at the Site to which the Supplier's representatives are attached. All such advances made by the Customer will be recovered from the Supplier.

36.9 The following new Contract Schedule 9 shall apply **only** for MOD Contracts:

CONTRACT SCHEDULE 9 MOD DEFCONS AND DEFFORMS

DEFCONS

DEFCON No	Version	Description
DEFCON 611	02/16	Issued Property
DEFCON 532B	04/20	Protection of Personal Data
DEFCON 76	06/21	Contractors Personnel at Government Establishments

Issued Property

DEFCON 611
Edition 2/16

General

1. All Issued Property shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.

2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.

Receipt

3. Subject to Clauses 4 and 7 below, within 14 days of receipt of Issued Property, or such other longer period as may be specified in the Contract, the Contractor shall:

- a) check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;
 - b) conduct a reasonable visual inspection; and
 - c) conduct any additional inspection and testing as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided;
- and notify the Authority of any defects, deficiencies or discrepancies discovered.

4. Where Issued Property is packaged it shall not be unpacked earlier than is necessary. The period identified at Clause 3 above shall count from the date on which packages are opened.

5. The Authority shall within a reasonable time after receipt of any notice under clause three of this Condition replace, re-issue or authorise repair of Issued Property agreed to be defective or deficient and, if appropriate, the Authority shall revise the Contract Price, delivery schedule or both. If appropriate, it shall also issue written instructions for the return or disposal of the defective or deficient Issued Property.

6. In the event that the Authority fails to provide, replace, or authorise repair of defective or deficient Issued Property within a reasonable time of receipt of a notice in accordance with Clause 3, fair and reasonable revisions of the Contract Price, delivery schedule or both shall be made as may be appropriate provided that the Contractor has taken all reasonable measures to mitigate the consequences of any such delay.

7. Clauses 3 - 6 do not apply in the following circumstances:

- a) where Issued Property is issued for the purpose of repair, overhaul, conversion or other work to be performed on the Issued Property, inspection of such property shall be as specified in the Contract;
- b) where the Contractor can show that the Issued Property cannot be fully tested until it has been integrated with other items, inspection of such property shall be as specified in the Contract;
- c) where Special Jigs and Tools etc. become Issued Property under DEFCON 23.

Custody

8. Subject to Clause 11 below and any limitation or exclusion of liability as may be specified in the Contract, the Contractor shall be responsible for the safe custody and due return of Issued Property, whether or not incorporated into the Articles, and shall be responsible for all loss or damage thereto, until re-delivered in accordance with the Authority's instructions or until the expiry of the period specified in Clause 14.

9. The Contractor shall be responsible for such calibration and maintenance of the Issued Property as is specified in the Contract.

10. If requested, the Authority, within a reasonable time, and where practicable before delivery of the Issued Property, shall notify the Contractor of the value of the Issued Property.

11. The Contractor shall not be liable in respect of:

- a) defects or deficiencies notified to the Authority in accordance with Clause 3 of this Condition or latent defects which the Contractor can show could not reasonably have been discovered by means of the activities described at Clause 3 of this Condition;
- b) fair wear and tear in Issued Property resulting from its normal and proper use in the execution of the Contract (except insofar as the deterioration is contributed to by any misuse, lack of care or want of maintenance by the Contractor);
- c) Issued Property rendered unserviceable as a direct result of ordinary performance of the Contract;
- d) any loss or damage to Issued Property arising from:
 - i. aircraft or other aerial devices or objects dropped from them, including pressure waves caused by aircraft or such devices whether travelling at sonic or supersonic speeds;
 - ii. ionising radiation or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel;
 - iii. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof;
 - iv. riot, civil commotion, civil war, rebellion, revolution, insurrection, military or usurped power or acts of the Queen's enemies.

Accounting and Return of Issued Property

12. The Contractor shall:

- a) open and maintain a Public Store Account (PSA) in accordance with DEF STAN 05-099.

b) ensure that all property of the Authority recorded in the PSA, including but not limited to Issued Property, is available for inspection by the Authority at any reasonable time;

c) on being given two months notice or such other period as has been stated in the Contract permit, and co-operate with, the Authority to conduct audits of the property of the Authority recorded in the PSA in a manner to be determined by the Authority; where the Authority has reasonable grounds to believe that the property of the Authority has not been used in accordance with the terms of issue then these audits may be conducted without notice.

13. Once title in Special Jigs, Tools etc has passed to the Authority in accordance with Clause 6 of DEFCON 23 the Contractor shall record that equipment in the PSA in accordance with DEF STAN 05-099.

14. At Contract completion the Contractor shall forward a list of Issued Property still held to the Authority's Commercial Officer named in the Contract. Return or disposal of such Issued Property will be as specified in the Contract, or as instructed by the Authority at Contract completion. If no disposal instructions are specified in the Contract the Authority shall provide such instructions within two months of the Contractor's written request to do so.

Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

**DEFCON 532B
Edition 09/21**

Definitions

1. In this Condition the following words and expressions shall have the meanings given to them, except where the context requires a different meaning: a. 'Contractor Personnel' means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under the Contract;

b. 'Data Loss Event' means any event that results in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;

c. 'Data Protection Legislation' means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended,

each to the extent that it relates to the processing of personal data and privacy;

d. 'Data Protection Impact Assessment' means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

e. 'Data Subject Request' means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

f. 'DPA 2018' means the Data Protection Act 2018;

g. 'Law' means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance

or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

h. 'Protective Measures' means appropriate technical and organisational measures which may include (as appropriate):

(1) pseudonymising and encrypting Personal Data;

(2) ensuring confidentiality, integrity, availability and resilience of systems and services;

(3) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and Protection of Personal Data Page 2 of 5 (Where Personal Data is being processed on behalf of the Authority)

(4) regularly assessing and evaluating the effectiveness of such measures adopted by it, including those set out in DEFFORM 532; i. 'Sub-processor' means any third Party appointed to process Personal Data on behalf of the Contractor related to the Contract;

j. 'UK GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

k. The following expressions shall have the same meanings as in Article 4 of the UK GDPR:

(1) Controller;

(2) Processor;

(3) Data Subject;

(4) Personal Data;

(5) Personal Data Breach; and

(6) Data Protection Officer.

Data Protection

2. In connection with the Personal Data received under the Contract, each Party undertakes to comply with its obligations under Data Protection Legislation and in particular, but without limitation, each Party shall have regard to guidance issued by the Information Commissioner's Office and take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data provided to it by the other Party, and against accidental loss, alteration, unauthorised disclosure or destruction of or damage to that Personal Data.

3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Contractor is the Processor of the personal data contained in and/or referred to in DEFFORM 532. The only processing that the Contractor is authorised to do is listed in DEFFORM 532 by the Authority and may not be determined by the Contractor. The completed DEFFORM 532 shall form part of the Specification for the Contract.

4. The Contractor shall notify the Authority without undue delay if it considers that any of the Authority's instructions infringe the Data Protection Legislation. The Authority agrees that the Contractor shall not be required to provide legal advice to the Authority and that no notification (or absence of notification) by the Contractor will be construed as legal advice or a representation by the Contractor.

5. The Contractor shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing that is likely to result in a high risk to the rights and freedoms of Data Subjects. Such assistance may, at the discretion of the Authority, include:

a. a systematic description of the envisaged processing operations and the purpose of the processing;

- b. an assessment of the necessity and proportionality of the processing operations in relation to the services provided under the Contract;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6. The Contractor shall, in relation to any Personal Data processed in connection with its processing obligations under the Contract:

- a. process that Personal Data only in accordance with DEFFORM 532, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures, including those set out in DEFFORM 532, as appropriate to protect against a Data Loss Event, which the Authority may acting reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (1) nature of the data to be protected;
 - (2) harm that might result from a Data Loss Event;
 - (3) state of technological development; and
 - (4) cost of implementing any measures;
- c. ensure that:
 - (1) subject to clause 6. a., the Contractor Personnel do not process Personal Data except in accordance with the Contract (and in particular DEFFORM 532);
 - (2) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data by ensuring that they undertake the Government's Baseline Personnel Security Standard or other standard as specified in the Contract and ensure that they:
 - (a) are aware of and comply with the Contractor's duties under this clause;
 - (b) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by the Contract; and
 - (c) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the UK (other than to/from the EU and EEA) unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (1) the Authority or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or DPA 2018 Article 73) as determined by the Authority;
 - (2) the Data Subject has enforceable rights and effective legal remedies;
 - (3) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (4) the Contractor complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Contractor is required by Law to retain the Personal Data.

7. Subject to clause 6, the Contractor shall notify the Authority without undue delay if, in connection with Personal Data processed under the Contract, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;
- e. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

8. The Contractor's obligation to notify under clause 7 shall include the provision of further information to the Authority in phases, as details become available.

9. Taking into account the nature of the processing, the Contractor shall provide the Authority with reasonable assistance, insofar as possible, in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;
- b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Authority following any Data Loss Event; e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10. The Contractor shall maintain complete and accurate records and information as necessary to fulfil its obligations under clause 9.

11. The Contractor shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor as required to demonstrate the Authority's compliance with its obligations as a Controller. Such audits will be conducted in accordance with general audit conditions contained in the Contract.

12. The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation.

13. Before allowing any Sub-processor to process any Personal Data related to the Contract, the Contractor must:

- a. notify the Authority in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Authority;
- c. enter into a written Contract with the Sub-processor which give effect to the terms set out in this Condition such that they apply to the Sub-processor; and

d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

14. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

15. The Contractor may, at any time on not less than 30 Business Days' notice, revise this Condition by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).

16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Business Days' notice to the Contractor amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

17. Any Contract amendments resulting from clause 15 and/or 16 shall be conducted in accordance with any change control procedure as set out in the Contract.

Contractors Personnel At Government Establishments

DEFCON 76

Edition 06/21

Definitions

1. Reference in this Condition to:

a) 'Government Establishment' or 'site' shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;

b) 'Officer in Charge' shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments; and

c) 'Contractor's Representative(s)' shall be deemed to include the Contractor's employees, agents and subcontractors.

General

2. The following general provisions apply:

a) The Officer in Charge shall provide such available administrative and technical facilities for the Contractor's Representatives employed at Government Establishments for the purpose of the Contract as may be necessary for the effective and economical discharge of work under the Contract. These facilities will be provided free of charge unless otherwise stated in the Contract. The status to be accorded to the Contractor's Representatives for messing purposes will be at the discretion of the Officer in Charge.

b) Any land or premises (including temporary buildings) made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge, unless otherwise stated in the Contract, and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion of the Contract. Any utilities required by the Contractor shall be subject to the charges set out in the Contract.

c) The Contractor shall have no claim against the Authority for any additional cost or delay occasioned by the closure for holidays of Government Establishments, where this is made known to them prior to entering into the Contract.

Liability In Respect Of Damage To Government Property

3. Without prejudice to the provisions of DEFCON 611 (Issued Property) and of DEFCON 612 (Loss of or Damage to the Articles), where those conditions form part of the Contract, the Contractor shall, except as otherwise provided for in the Contract, make good or, at the option of the Authority, pay compensation for all damage occurring to any Government Property, which includes land or buildings, occasioned by the Contractor, or by any of their Representatives, arising from the Contractor's or their Representatives' presence on a Government Establishment in connection with the Contract, provided that this Condition shall not apply to the extent that the Contractor is able to show that any such damage was not caused or contributed to by any circumstances within the Contractor's or their Representatives' reasonable control.

4. The total liability of the Contractor under Clause 3 herein shall be subject to any limitation specified in the Contract.

Contractor's Property

5. All property of the Contractor and their Representatives shall be at the risk of the Contractor whilst it is on any Government Establishment, and the Authority shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby, except as follows:

- a) where any such loss or damage was caused or contributed to by any act, neglect or default of any Government Servant, agent or contractor then the Authority shall accept liability therefor to the extent to which such loss or damage is so caused or contributed to as aforesaid; and
- b) where any property of the Contractor has been taken on charge by the Officer in Charge, and a proper receipt has been given therefor, then the Authority shall be liable for any loss or damage occurring to that property while held on such charge as aforesaid.

Contractor's Representatives

6. The Contractor shall submit in writing to the Authority for approval, initially and as necessary from time to time, a list of their Representatives who may need to enter a Government Establishment for the purpose of, or in connection with, work under the Contract, giving such particulars as the Authority may require, including full details of birthplace and parentage of any such Representative who:

a) was not born in the United Kingdom; or

b) if they were born in the United Kingdom, were born of parents either or both of whom were not born in the United Kingdom.

7. The Authority shall issue passes for those Representatives who are approved by it in accordance with Clause 6 herein for admission to a Government Establishment and a Representative shall not be admitted unless in possession of such a pass. Passes shall remain the property of the Authority and shall be surrendered on demand or on completion of the work.

8. Notwithstanding the provisions of Clauses 6 and 7 hereof if, in the opinion of the Authority, any Representative of the Contractor shall misconduct themselves, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such person without delay on being required to do so and shall cause the work to be performed by such other person as may be necessary.

9. The decision of the Authority upon any matter arising under Clauses 6 to 8 inclusive shall be final and conclusive.

Observance Of Regulations

10. The following provisions apply:

- a) The Contractor shall ensure that their Representatives have the necessary probity (by undertaking the Government's Baseline Personnel Security Standard) and, where applicable, are cleared to the appropriate level of security when employed within the boundaries of a Government Establishment.
- b) Where the Contractor requires information on the Government's Baseline Personnel Security Standard (the Standard) or security clearance for their Representatives or is not in possession of the relevant rules, regulations or requires guidance on them, they shall apply in the first instance to the Project Manager/Equipment Support Manager.
- c) On request, the Contractor shall be able to demonstrate to the Authority that the Contractor's processes to assure compliance with the standard have been carried out satisfactorily. Where that assurance is not already in place, the Contractor shall permit the Authority to inspect the processes being applied by the Contractor to comply with the Standard.
- d) The Contractor shall comply and shall ensure that their Representatives comply with the rules, regulations and requirements that are in force whilst at that Establishment which shall be provided by the Authority on request.
- e) When on board ship, compliance with the rules, regulations, and requirements shall be in accordance with the Ship's Regulations as interpreted by the Officer in Charge. Details of those rules, regulations and requirements shall be provided on request by the Officer in Charge.

Transport Overseas

11. Where the Contractor's Representatives are required by the Contract to join or visit a Government Establishment overseas, transport between the United Kingdom and the place of duty (but excluding transport within the United Kingdom) shall be provided free of charge by the Authority whenever possible, normally by Royal Air Force or by MOD chartered aircraft. The Contractor shall make such arrangements through the Project Manager/Equipment Support Manager named for this purpose in the Contract. When such transport is not available within a reasonable time, or in circumstances where the Contractor wishes their Representatives to accompany materiel for installation which they are to arrange to be delivered, the Contractor shall make their own transport arrangements. The Authority shall reimburse the Contractor's costs for such transport of their Representatives on presentation of evidence supporting the use of alternative transport and of the costs involved. Transport of the Contractor's Representatives locally overseas which is necessary for the purposes of the Contract shall be provided wherever possible by the Authority and, where so provided, will be free of charge.

Medical Treatment Overseas

12. Out-patient medical treatment given to the Contractor's Representatives by a Service Medical Officer or other Government Medical Officer at a Government Establishment overseas shall be free of charge. Treatment in a Service hospital or medical centre, dental treatment, the provision of dentures or spectacles, conveyance to and from a hospital, medical centre or surgery not within the Establishment, and

transportation of the Contractor's Representatives back to the United Kingdom, or elsewhere, for medical reasons, shall be charged to the Contractor at the appropriate local rate.

Injuries, Disease And Dangerous Occurrences

13. The Contractor shall report any injury, disease or dangerous occurrence at any Government Establishment arising out of the performance of this Contract, which is required to be reported under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) to the Officer in Charge of the relevant Government Establishment. This would be in addition to any report, which the Contractor may be required to submit under RIDDOR to the relevant enforcing authority (e.g. Health and Safety Executive or Local Authority).

Dependants Of Contractor's Representatives

14. No assistance from public funds, and no messing facilities, accommodation or transport overseas shall be provided for dependants or members of the families of the Contractor's Representatives. Medical or necessary dental treatment may, however, be provided for dependants or members of families on repayment at current MOD rates.

Provision Of Funds Overseas

15. The Contractor shall, wherever possible, arrange for funds to be provided to their Representatives overseas through normal banking channels (e.g. by travellers cheques). If banking or other suitable facilities are not available, the Authority shall, upon request by the Contractor and subject to any reasonable limitation required by the Contractor, make arrangements for payments, converted at the prevailing rate of exchange (where applicable), to be made by the Establishment to which the Contractor's Representatives are attached. All such advances made by the Authority shall be recovered from the Contractor.

Health And Safety Hazard Control

16. Where the Contractor enters a Government Establishment for the purpose of performing work under the Contract:

a) The Contractor shall notify the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract of:

- i. any health and safety hazards associated with the work to be performed by them or any of their Representatives;
- ii. any foreseeable risks to the health and safety of all persons associated with such hazards; and
- iii. any precautions to be taken by them as well as any precautions which, in their opinion, ought to be taken by the Authority, in order to control such risks.

b) The Authority shall notify the Contractor of:

- i. any health and safety hazards which may be encountered by the Contractor or any of their Representatives on the Government Establishment;
- ii. any foreseeable risks to the health and safety of the Contractor or any of their Representatives, associated with such hazards; and
- iii. any precautions to be taken by the Authority as well as any precautions which, in its opinion, ought to be taken by the Contractor, in order to control such risks.

c) The Contractor shall notify their Representatives of and, where appropriate, provide adequate instruction in relation to:

- i. the hazards, risks and precautions notified by them to the Authority under sub-Clause 16.a);
- ii. the hazards, risks and precautions notified by the Authority to the Contractor under sub-Clause
- iii. 16.b); and iv. the precautions which, in their opinion, ought to be taken by their Representatives in order to control those risks.

d) The Contractor shall provide the Officer in Charge or the site project liaison officer or overseeing officer nominated in the Contract with:

- i. copies of those sections of their own and, where appropriate, their Representatives' Safety Policies which are relevant to the risks notified under sub- Clause 16.a);
- ii. copies of any related risk assessments; and

iii. copies of any notifications and instructions issued by them to their Representatives under sub-Clause 16.c).

e) The Authority shall provide the Contractor with:

i. copies of those sections of its own Safety Policies which are relevant to the risks notified under sub-Clause 16.b);

ii. copies of any related risk assessments; and

iii. copies of any notifications and instructions issued by it to its employees similar to those called for from the Contractor under sub-Clause 16.c).

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:

<u>Name and Title:</u>	<u>Name and Title:</u>
REDACTED	REDACTED
REDACTED	REDACTED
Signature: REDACTED	Signature: REDACTED
Date: 15th October 2021	Date: 15th October 2021

ANNEX A

Customer Project Specification

STATEMENT OF REQUIREMENT (SOR)

Purpose

The Challenger 3 (CR3) Main Battle Tank (MBT) will replace the current in service CR2 MBT. The CR3 will be fitted with a smoothbore gun and will fire single piece ammunition. It will replace the current rifled gun and 3-piece ammunition in service with CR2. The single piece ammunition offers a considerable weight increase to that of the current 3-piece ammunition. As a result of this weight increase a Physical Employment Standard (PES) for Ground Close Combat (GCC) assessment review must be conducted.

Objectives

To be successful, the selected company will detail:

- Any changes required to the current Representative Military Tasks (RMTs) for GCC and the Royal Armoured Corp (RAC) Heavy Armoured trained soldiers.
- If required recommend, change to the physical attributes of those in the Commander's¹ and Loader's crew positions.
- If required recommend, any changes in the RAC Armoured Regiment recruiting standards.

PES represents a legal mechanism for the Army to demonstrate an objectively justified entry standard against which to select and train RAC personnel, irrespective of gender.

Scope

This work is not to assess and review any maintenance or operating tasks outside of ammunition manual handling, these remain extant with the original review of CR2. The work is to assess the loading and handling of the 120mm single piece main armament ammunition and recommend any changes to RMTs, PES and RAC recruiting. The work is to assess:

- The unpackaging and unloading of the ammunition from its transport containers and pallet.
- The manual handling of ammunition from ground level to the top of the turret.
- The loading of the ammunition from the top of the turret into the forward hull ammunition storage racks.
- The loading of the ammunition from the top of the turret into the turret ammunition bunker.
- The loading of the ammunition from the forward hull ammunition storage racks to the turret ammunition bunker.
- The unloading of ammunition from all the various CR3 ammunition storage positions (forward hull storage and bunker) to a pallet at ground level.
- The unpackaging and unloading of the ammunition from a flatbed transport vehicle.
- The movement of ammunition from a flatbed transport vehicle to the top of the turret.
- The unloading of ammunition from all the various CR3 ammunition storage positions (forward hull storage and bunker) to a flatbed transport vehicle.
- The loaders drill for loading the ammunition from the ammunition bunker into the main armament breech.
- The loaders drill for removing ammunition from the breech and returning it to the ammunition bunker.

Further information:

¹ Commanders must complete the weapon handling test in order to oversee the loaders drills.

- It is expected that the successful company will provide all IT systems and other tools required to complete their work. Access will not be provided to MOD systems, with data provided to the successful company outside of the Defence Network.
- The work will be undertaken at RBSL Telford.
- RBSL Telford will be requested by Army HQ to support all activity and provide access to its systems and facilities.
- RBSL will be requested by Army HQ to support and provide SME advice and information relating to the review.
- DE&S will be requested by Army HQ to support and provide SME advice and information relating to the review.
- Any facilities, vehicles and support personnel required to support the assessment will be organised and supported by Army HQ.
- Trained CR2 soldiers who best represent the 5th to the 95th percentile will be available to support the review, this will be managed and arranged by Army HQ.
- Army HQ will support, liaise and retain the coordination lead throughout.
- Unless by mutual agreement, attendance at any location will take place between 0830 and 1730.
- This work will also assist in the Human Factor Integration modelling of the design, construct, positioning and operation of the platform systems and turret.

Requirements

The required information must be provided to Army HQ by no later than 4 weeks post the completion of the assessment, with frequent updates from the successful company in the intervening period. It is estimated a review will take 8 wks to conduct with additional time to finalise and present the final report.

To be accepted, the final report should provide recommendations of any change requirements to the RMTs, the PES and the RAC employment strategy based on the performance and ability of personnel who best represent the 5th to the 95th percentile to handle the ammunition throughout all elements of loading and ammunition handling. This will be conducted by reviewing the activity as detailed above in the Scope. Please refer to Annex A to this SOR, Appendix V which details the PES Review undertaken on the Equipment Preparation and Loading SR for the CR2.

The report must also include:

- Accurate, repeatable and publicly releasable information.
- This information must be able to withstand scrutiny and be verified as accurate by the successful company.
- The methodology and any assumptions underpinning the information must be readily available.

Outputs/deliverables/milestones

The successful company will provide a professionally developed report, detailing as a minimum the topics covered in the requirements section. The report will be professionally designed and contain appropriate photographs, agreed with the Army HQ, and where necessary graphical representations of the report's findings.

The start date will be agreed in negotiation between the successful company and Army HQ. It is expected that this date, will be on or around 1 Oct 21. The required information must be provided to the British Army by no later than 4 weeks post the completion of the review, with frequent updates from the successful company in the intervening period.

The information and report will be provided in soft copy. The report will be provided as a PDF. It is expected the final information provided will be in a Microsoft Excel spreadsheet or Microsoft Word document that allows easy extraction of that data. These should be provided via email. The final report should be of the same or better quality than the reports provided as evidence of previous work

in the successful company's bid. The information provided must be validated by the successful company as being accurate, with all assumptions and methodology detailed.

Army HQ will not be held liable for additional expenditure. It is expected that most of the activity will be undertaken on site at RBSL Telford and the offices of the successful company.

There will be a single payment point. Payment will be on receipt of the final report on the agreed negotiated date.

At all stages, the product will only be accepted if Army HQ agree:

- That the information provided is accurate and underpinned by a rigorous methodology and clear assumptions.
- The information should be based upon recent data and be relevant and timely.
- The terminology used is clear, understandable and avoiding overly technical language or 'jargon'.
- The images contained within the report have been agreed by Army HQ and are appropriate and reflective of the content of the report.

The report is to be presented in both soft and hard copy. This can be provided via email in word or PDF format.

Intellectual Property (IP) Rights (Known as IPR)

The British Army and the Ministry of Defence retain ownership of all information and data provided to the successful company. The British Army will have free use of the final report and will be able to use the information contained within as it chooses. The British Army will not require permission to share the final report as widely as it requires, or to host the report on its intranet or gov.uk page.

The Ministry of Defence and British Army will own the IPR of the final information and report.

Government Furnished Supplies

Army HQ will provide access to relevant data and information crucial to the work of the successful company. This information will remain the property of the British Army and the Ministry of Defence and should not be used for any purpose other than the review and the creation of the final report. Any information gathered by the successful company, other than that which appears in the final report, should be destroyed or returned to Army HQ.

Army HQ in collaboration and agreement with RBSL and DE&S will provide and source the Government Furnished Equipment and Supplies (GFE, GFS) required to successfully conduct a review. The specifics of which will be agreed prior to contract award. Please refer to Annex B to the SOR for a breakdown of the current identified GFA requirements.

When appropriate and necessary Army HQ will provide a suitable meeting room in Army Headquarters for use by the successful company. It is not expected that any access will be required to MOD IT systems or assets.

Payment

Payment will be made on completion of the review and the delivery of the final report. A one-off payment will be made.

Contract management arrangements

Subject to negotiation with the successful company:

- It is expected that an initial meeting will be undertaken at the successful company's offices or Army HQ in Andover. The Project Manager and a member of their team will attend to provide an in-brief for those working on the project, detailing the thinking behind the task and the aims of the project.
- Additional meetings will take place as required but it is expected that there will be at least weekly telephone conversations between the project leads for the successful company and Army HQ.
- A project plan will be developed in the initial week of the contract, including key milestones and detailing what information the British Army is required to provide.
- Where required the successful company will attend the British Army's Headquarters in Andover. This will be arranged in advance and be subject to agreement by the Army HQ. It is to be noted that this location is controlled and therefore access is at the agreement of the British Army. Employees of the successful company will be escorted at all times, unless any individuals have appropriate clearance.

End of contract/Exit strategy

The contract will not be considered closed until the final report has been accepted in full by Army HQ, with any alterations or changes fully actioned.

ANNEX A TO SOR - APPENDIX V

PES Review undertaken on the Equipment Preparation and Loading SR for the CR2

REDACTED FOR SECURITY PURPOSES

ANNEX B TO SOR

Breakdown of the current identified GFA requirements.

REDACTED FOR SECURITY PURPOSES

ANNEX B TO ORDER FORM

Supplier Proposal

**University of Chichester Proposal – Review Provision of Challenger 3 (CR3) Main Battle
Physical Employment Standard Review**

REDACTED FOR SECURITY PURPOSES

ANNEX C TO ORDER FORM

DEFFORM 532

Personal Data Particulars

REDACTED FOR SECURITY PURPOSES

Part 2: Contract Terms



Contract Terms v6.0