ANNEX D TO CONTRACT NUMBER 701554382

CONTRACTOR REQUEST FOR 3RD PARTY INCOME GENERATION

GENERAL STATEMENT

The Contractor is authorised to self-approve 3PIG tasks in the SFF that will provide subsequent income generation for the Contractor through 3PIG except where such activities will have an operational impact on the Unit. In cases where there is deemed to be an operational impact on the Unit, the Contractor shall apply for and obtain prior written approval from the CMT prior to proceeding with these tasks in accordance with Condition 6 of the Terms and Conditions of the Contract.

INSURANCE

1. The Contractor must also ensure that suitable employers liability insurance cover is obtained under the Regulations set out in the Contract, including insurance for any individual that is not normally employed by the Contractor prior to commencing any income generated task.

2. It is a requirement of the Regulations that copies of the insurance certificate must be presented to the CMT prior to task commencement. Such documentation must clearly underwrite any potential claim against the Authority from a third party as a result of the 3PIG activity.

CHARGING

Because Authority resources (including utilities) are allocated to deliver output in accordance with the Contract, the use of the SFF for any other purpose without the Authority's prior approval would be an improper use of Public Funds and may result in legal action against the Contractor. The Authority agrees that the Contractor may self-authorise 3PIG activities where these do not affect the operation of the Unit. However, where there is perceived to be an operational impact at the Unit, prior CMT approval of 3PIG activities in writing shall be obtained before commencement of these activities. In all cases the 3PIG tasks are to be formally recorded with a unique identification number and the Annex N for each task is to be made available to the CMT for verification. The Levies and charges of all such 3PIG activities have been identified within the Terms and Conditions of the Contract and at Annex N.

HEALTH AND SAFETY

The Contractor <u>MUST</u> comply with the Health and Safety at Work Act etc 1974, future revisions and all its statutory provisions, subject only to the exceptions and qualifications upon its obligations provided in the legislation or arranged by the Ministry of Defence. The legal standards for Health and Safety are the minimum acceptable standard; the aim throughout the duration of this contract is where reasonably practicable, to provide a standard higher than the statutory minimum standard required by the Health and Safety Executive.