



MOD Terms and Conditions

For the engagement of Temporary Workers

Standardised Contracting Terms

SC1A

1 Definitions - In the Contract:

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

Contract means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

Contractor means the person, firm or company specified as such in the purchase order. 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;

Contractor Commercially Sensitive Information means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

Contractor Deliverables means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

Effective Date of Contract means the date stated on the purchase order or, if there is no such date stated, the date upon which both Parties have signed the purchase order;

Firm Price means a price excluding Value Added Tax (VAT) which is not subject to variation;

Hazardous Contractor Deliverable means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;

Legislation means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.

Notices means all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

Parties means the Contractor and the Authority, and Party shall be construed accordingly;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under the Contract.

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the purchase order; and
 - (3) the documents expressly referred to in the purchase order.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written

consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4 Disclosure of Information

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

5 Transparency

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

6 Notices

a. A Notice served under the Contract shall be:

- (1) in writing in the English Language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of

airmail) after the day of posting;

(3) if sent by facsimile or electronic means:

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7 Intellectual Property

a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

8 Supply of Contractor Deliverables and Quality Assurance

a. This Contract comes into effect on the Effective Date of Contract.

b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.

c. The Contractor shall ensure that the Contractor Deliverables:

(1) correspond with the specification;

(2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and

(3) comply with any applicable Quality Assurance Requirements specified in the purchase order.

d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

9 Supply of Data for Hazardous Contractor Deliverables

a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:

(1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;

(2) the International Maritime Dangerous Goods (IMDG) Code;

(3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and

(4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the

Authority's representatives in the manner and format prescribed in the purchase order:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
- (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 (whichever is applicable) or any replacement thereof; and
 - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
 - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order. or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

13 Progress Monitoring, Meetings and Reports

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

14 Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority 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 under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

15 Dispute Resolution

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

16 Termination for Corrupt Gifts

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
 - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
 - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract

with the Crown;

(3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
 - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
 - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
 - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

17 Material Breach

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

18 Insolvency

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

19 Limitation of Contractor's Liability

- a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).
- b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:
- (1) for:
 - a. any liquidated damages (to the extent expressly provided for under this Contract);
 - b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
 - c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
 - d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;
 - (2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;
 - (3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;
 - (4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;
 - (5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;
 - (6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or
 - (7) for any other liability which cannot be limited or excluded under general (including statute and common) law.
- c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

20 Project specific DEFCONs and DEFCON SC variants that apply to this Contract:

DEFCON 005J (Edn. 11/16) - Unique Identifiers

DEFCON 076 (SC1) (Edn. 12/16) - Contractor's Personnel at Government Establishments

DEFCON 502 (SC1) (Edn. 12/16) - Specifications Changes

DEFCON 503 (SC1) (Edn. 12/16) - Formal Amendments To Contract

DEFCON 531 (SC1) (Edn. 06/17) - Disclosure of Information

DEFCON 532A (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON 534 (Edn. 06/17) - Subcontracting and Prompt Payment

DEFCON 537 (Edn. 06/02) - Rights of Third Parties

DEFCON 538 (Edn. 06/02) - Severability

DEFCON 566 (Edn. 12/18) - Change of Control of Contractor

DEFCON 658 (SC1) (Edn. 11/17) - Cyber

21 The special conditions that apply to this Contract are:

22 Pre-Employment Checks

- a. Where the Job Description at Schedule 2 – Contractor Deliverables advises that the Temporary Worker(s) is required to have in place medical indemnity insurance the Contractor shall ensure that that the Temporary Worker(s) is a member of a medical defence organisation and/or holds current, valid personal professional medical indemnity insurance.
- b. The Contractor shall ensure that it obtains all evidence required as per the Contractor Checklist at Schedule 3 - Temporary Worker Contractor Checklist and the associated Annex A to Schedule 3 –Pre-Employment Check prior to submitting the Temporary Worker(s) for consideration by the Authority.
- c. The Contractor shall ensure that all Temporary Workers who are non-UK nationals are proficient in English, with a minimum band score of '7', in accordance with the International English Language Testing System, "IELTS" as administered by the British Council, IDP: IELTS Australia and Cambridge Assessment English.

23 Conduct

- a. Where the Contractor receives or obtains information which gives it reasonable grounds to believe that the Temporary Worker(s) is unsuitable to fulfil the requirement at Schedule 2 –Contractor Deliverables, the Contractor shall immediately notify the Authority and remove the Temporary Worker(s) from the Assignment.

24 Security

- a. At all times, when providing Services, the Contractor must ensure that a valid and current Baseline Personnel Security Standard check has been undertaken in relation to the Temporary Worker(s) providing Services as detailed in Schedule 2 – Contractor Deliverables. The Contractor shall confirm that this check has been undertaken within Schedule 3 - Temporary Worker Contractor Checklist.
- b. The Contractor shall ensure that all Contractor Personnel are notified that the Official Secrets Acts 1911-1989 apply to them and will continue to do so after the expiry or termination of this Contract and their employment. The Official Secrets Acts can be viewed at <https://www.legislation.gov.uk>.

c. The Contractor shall ensure that the Temporary Worker(s) is willing to sign a statement in the form directed by the Authority acknowledging that, during the term of this Contract and after its expiry or termination or the termination of his or her employment, he or she is bound by the Official Secrets Acts 1911-1989 and that any Temporary Worker who refuses to sign the statement may be removed from Authority premises and their Assignment immediately terminated.

25 Expenses

a. The Authority shall not pay or reimburse the Contractor for any travel, accommodation, subsistence or any other costs incurred by the Contractor or Temporary Worker(s) (Expenses) in relation to Assignments and/or the provision of Services save where the Temporary Worker(s) is undertaking Business Travel or in the circumstances set out in paragraph 25 c. below.

b. Any claims for travel costs permitted in accordance with Authority policy (available on request) shall only be paid for essential travel (in the Authority's reasonable opinion) by a Temporary Worker to a Non-GB Mainland Assignment Location at the beginning of an Assignment and for travel home from a Non-GB Mainland Assignment Location at the end of an Assignment. For the avoidance of doubt, the Authority shall not pay for any further travel which is not required for the provision of the Services, for example if the Temporary Worker wishes to travel home at weekends during the Assignment

c. The Authority shall not pay any amount to the Contractor for any time a Temporary Worker spends travelling to or from an assignment Location. For the avoidance of doubt, the invoice shall only be payable for those hours each day during which a Temporary Worker is directly providing the Services as required by the Authority.

26 Off-payroll working rules (IR35)

a. The Temporary Worker(s) supplied under this Contract provide support to and cover for permanent Authority personnel. As permanent Authority personnel are all engaged as employees and are on the Authority's payroll, the Temporary Worker(s) supplied under this Contract are in scope of and covered by the off-payroll (IR35) legislation applicable to Authority engagements.

b. Further to, but without prejudice to the generality of paragraph 27.a. above, the Contractor warrants to the Authority that it, together with the Temporary Worker(s) supplied to it under this Contract (whether supplied by the supplier or by or by its Sub-Contractors), shall comply with off-payroll (IR35) legal obligations applicable to Authority engagements

Schedule 1 - Additional Definitions of Contract

Schedule 1 - Additional Definitions of Contract:

Assignment means the role for which the Temporary Worker(s) is sourced by the Contractor as set out in Schedule 2 – Contractor Deliverables.

Assignment Location means the location at which an Assignment is to be based and where the Services are primarily performed

Business Travel means the travel required by the Contracting Authority (of the Temporary Worker(s)) to and from a location which is different to the Assignment Location as set out in Schedule 2 - Contractor Deliverables in order to undertake duties e.g. home visits, visiting other clinics, as part of the provision of Services.

Contractor Personnel means all persons employed or engaged by the Contractor including Temporary Workers together with the Contractor's servants, agents, Contractors, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, Contractors and sub-contractors) used in the performance of its obligations under this Contract.;

Expenses means the costs incurred by the Contractor or Temporary Worker(s) in relation to Assignments and/or the provision of the Services.

Hiring Manager means the person in the Assignment Location who will manage the Temporary Worker(s) on a day-to-day basis or, in their absence, such other person as nominated by the Authority to fulfil this role.

Non-GB Mainland Assignment Location means any location outside England, Scotland and Wales.

Services means the Services described in Schedule 2 (Contractor Deliverables) which the Contractor shall make available to and, where a Contract has been created, provided to the Authority.

Temporary Worker(s) means an individual Doctor, Nurse or Allied Health Professional selected by the Authority and provided by the Contractor

Schedule 2 – Contractor Deliverables

Contract Duration

1. The Contract term is from 11th January 2021 until 31st May 2021. Any request to extend this term must be agreed by all parties to this Contract in writing.
2. The Authority may terminate this Contract at any time, and for any reason, by giving at least 24 hours' notice either in writing or by telephone to the Contractor.
3. The Contractor shall provide a Temporary Worker(s) at RAF Centre of Aviation Medicine that meets the following job description requirements:

Temporary Worker(s) Job Description

Roles and responsibilities:

- Reporting directly to OC AMTW. Primary task will be aircrew aviation medicine training in accordance with the relevant NATO Standards and Training Memoranda.
- You are responsible to OC AMTW, through the Chief Instructor, for contributing to the smooth running and professional output of AMTW.
- Classroom instructional duties.
- Provide practical training in Aviation Medicine to include (once deemed able) hypobaric hypoxia and scenario based hypoxia training, spatial disorientation, High G training, NVG training. Train the trainer activities across all of the above.
- Maintaining currency regarding medical/scientific knowledge and progress with respect to fatigue, stress, human factors in aviation, and the unique aviation medicine requirements of RPAS crew.
- Comply with all AMTW and MoD training policies.
- On behalf of OC AMTW, when required to review and update, in conjunction with SMEs, AMTW training packages.
- Provide periodic presentations to the Military Aviation Authority.
- Provide instruction for the complete initial course of training for night vision goggle (NVG) users.
- Once deemed able provide instruction for the complete initial course of training for night vision goggle (NVG) users.
- Research and author ad hoc presentations and articles for external agencies addressing aviation medicine, flight safety, and human factors topics as required.
- No Line Management responsibilities
- The only clinical aspect of the role would be responding appropriately to a medical emergency, hence the desire for all staff to have ILDS training (see below).

Security Clearance: Security Check

Flexible working available. Specific working hours will be agreed between the locum and hiring manager upon appointment

Professional Competencies Required: GMC Registration

Training/Qualifications

Essential: Military Aviation Medical Examiner (or civilian equivalent)
Experience of working in the Aviation Industry/Environment

Desirable: Diploma in Aviation Medicine
Experience of flying as aircrew

ILS/ALS training. If does not have this then will be encouraged to gain ILS qualification.

Competencies acquired in post: Defence Intranet/IT system training

Advice on Instructional delivery

Schedule 3 - Temporary Worker Contractor Checklist

TEMPORARY WORKER CONTRACTOR CHECKLIST			
To be completed by the Contractor and submitted to the Authority alongside the CV			
SECTION A			
Contractor Name: Military Medical Personnel	Candidate Name: INFORMATION REDACTED	Unique Demand Order Reference Number: 701306380	
Contractor Address: 46 High Street Hampton Hill TW12 1PD	Candidate National Insurance Number:	Assignment Location: RAF Henlow	
	Speciality / Grade: Medical Officer		
SECTION B			
I hereby confirm, on behalf of Military Medical Personnel that the candidate shown in section A meets the Authority requirements and has provided certified copies or I have conducted checks on the following:			
Description	Yes	No	Comments
Verified the Candidate's identity by conducting a face-to-face interview and have one of the following a current, valid passport, original birth certificate or current UK driving licence or European Union Member State ID Card.			
Candidate is compliant with MOD IR35 requirement (candidate is subject to tax and NI under PAYE by the Supplier or third party paying the intermediary).			
Candidate's certified original valid qualification certificates and Registration details to evidence compliance with the Assignment requirements.			
Candidate's Nationality			Please provide Nationality
Candidate's availability for the period of the assignment			Please advise Candidate's exact availability
Candidate's known unavailable dates			

Candidate's statement of immunity and dates of immunisations (see note 1)				
For Clinical Dental or Paramedic Roles evidence the Candidate has undertaken additional health clearance checks in accordance with the Department of Health policy.				
Candidate current, valid Safeguarding Children Level 1 and 2 certificate.				
Candidate current, valid Basic Life Support certificate.				
For Dental specific roles only, Candidates current, valid Radiology and Radiation Protection certificate.				
Evidence of Candidate's current valid Baseline Personnel Security Standard (BPSS).				Please confirm Date
Candidate's current, valid Personal Insurance Indemnity Policy.				
Candidate's current, valid Enhanced Disclosure and Barring Service certificate or Disclosure Scotland or Access Northern Ireland as required for the Assignment.				Please confirm Date and if covers duration of Assignment
Any other Documentation to evidence the Candidate meets the Essential Requirements of the Assignment.				
SECTION C				
Signed on behalf of the Contractor:				
Name of signatory:				
Signatory Designation (job title):				
Date:				
Notes:				
1 (a) is protected in accordance with the extant Public Health England "Green Book", Chapter 12, titled "Immunisation of healthcare and laboratory staff"; and				
1 (b) has received prior routine protection in accordance with Chapter 11 of the "Green Book", "The UK immunisation schedule";				

Schedule 4 – Pricing

To be completed by the Contractor and submitted to the Authority alongside the CV

Job Role	Hourly rate breakdown	Hourly Rate - Standard Hours £	Hourly Rate – On Call (Standby) £	Hourly Rate - On Call (Worked) £
Medical Officer Instructor	Pay rate to the Worker	INFORMATION REDACTED	INFORMATION REDACTED	INFORMATION REDACTED
	Supplier Fee (note 3)	INFORMATION REDACTED	INFORMATION REDACTED	INFORMATION REDACTED
	Total Hourly Rate	INFORMATION REDACTED	INFORMATION REDACTED	INFORMATION REDACTED

1. All prices are Firm Price.
2. Day Plain Rate - Monday to Friday excluding Bank Holidays.
3. Supplier Fee (inclusive of all supplier costs including commission, pensions, apprenticeship levy), £/hr ex VAT.
4. The Contractor is to breakdown the overall charge to the Authority in line with the above pricing schedule.
5. The Authority shall only pay for actual hours worked (to the nearest minute). For clarity, the Authority shall not pay for such things as meal breaks, personal appointments or travel to Assignment Location – this list is not exhaustive.
6. The Contractor is to procure that the Temporary Worker(s) has a minimum 30-minute break where they are working for more than 6 hours during the working day. This cannot be taken within an hour of commencement or completion of the working day. The length of the lunch break is to be determined by the Hiring Manager and may exceed the minimum 30 minutes.

Purchase Order**PURCHASE ORDER****Contract No:** 701306380**Contract Name:** Medical Officer Instructor**Dated:** 08 January 2021

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £118,133) (Edn 02/18)

Contractor	Quality Assurance Requirement (Clause 8)
Name: Military Medical Personnel Registered Address: 46 High Street Hampton Hill TW12 1PD	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: N/A Address: N/A	Select method of transport of Deliverables To be Delivered by the Contractor

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: N/A	The Contractor is required to submit the following Reports: N/A

Payment (Clause 14)
Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arcott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Contractor Commercially Sensitive Information (Clause 5). Not to be published.
Description of Contractor's Commercially Sensitive Information:
Cross reference to location of sensitive information:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if Applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Offer and Acceptance	
A) The Purchase Order constitutes an offer by the Contractor to supply the Deliverables. This is open for acceptance by the Authority for 10 days from the date of signature. By signing the Purchase Order the Contractor agrees to be bound by the attached Terms and Conditions for	B) Acceptance

<p>Less Complex Requirements (Up to £118,133) (Edn 02/18).</p> <p>Name (Block Capitals): INFORMATION REDACTED</p> <p>Position: Team Leader For and on behalf of the Contractor</p> <p>Authorised Signatory INFORMATION REDACTED Date: 09/12/2021</p>	<p>Name (Block Capitals): INFORMATION REDACTED</p> <p>Position: Commercial Manager For and on behalf of the Authority</p> <p>Authorised Signatory INFORMATION REDACTED Date: 08/01/2021</p>
<p>C) Effective Date of Contract: 11th January 2021</p>	

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: INFORMATION REDACTED

Address: INFORMATION REDACTED

Email: INFORMATION REDACTED

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name: INFORMATION REDACTED

Address: INFORMATION REDACTED

Email: INFORMATION REDACTED

3. Packaging Design Authority Organisation & point of contact:

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name:

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

☎ 44 (0) 161 233 5394

9. Consignment Instructions The items are to be consigned as follows:

10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. INFORMATION REDACTED

Air Freight Centre

IMPORTS ☎ INFORMATION REDACTED

EXPORTS ☎ INFORMATION REDACTED

Surface Freight Centre

IMPORTS ☎ INFORMATION REDACTED

EXPORTS ☎ INFORMATION REDACTED

B.JSCS

JSCS Helpdesk No. INFORMATION REDACTED

JSCS Fax No INFORMATION REDACTED www.freightcollection.com

11. The Invoice Paying Authority

INFORMATION REDACTED

☎ INFORMATION REDACTED Fax INFORMATION REDACTED

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arncott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.