



Ministry
of Defence

MOD Commercial

NAVY COMMAND COMMERCIAL
Managed Learning Services

MLS Framework RM3822

**Contract Number FLEET/00677_Provision
of Accreditation of the Royal Marine Young
Officer training to a Foundation Degree in
Defence Studies and Leadership**

OFFICIAL SENSITIVE - COMMERCIAL

This Contract is made

BETWEEN (1) **HER BRITANNIC MAJESTY'S SECRETARY OF STATE FOR DEFENCE**, acting by the Directorate of Head Office and Corporate Services (HOCS), Kentigern House, 65 Brown Street, Glasgow G2 8EX ("the Authority")

AND (2) **CAPITA BUSINESS SERVICES LIMITED**, 4th Floor, Barnard's Inn, 86 Fetter Lane, London, EC4A

1. The Contractor shall provide the Services described in the Statement of Requirement, in accordance with the Conditions of Contract (as detailed in Framework Schedule 4 – Order Form and Call-Off Terms for the Managed Learning Services dated 4th July 2017 – to the Framework Agreement entered into between the Authority and the Supplier on RM3288), the firm prices attached and the Contractor's Work Order (WO) reference PSGW00245.

2. The Contract shall come into effect on the date of acceptance until 31 December 2020.

3. Except where there is prior written approval from the Contracts Branch no payment shall be made for work performed which is outside the scope or period of the Contract.

4. If there is a conflict between the documents described in Item 1 above, the order of precedence shall be:

1. Work Order PSGW00245.
2. Statement of Requirements at Schedule 1
3. Conditions of Contract (as detailed in Framework Schedule 4 – Order Form and Call-Off Terms for the Wider Public Sector dated 4th July 2017 to the Framework Agreement entered into between the Authority and the Supplier on RM3288)

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Schedule 1

Schedule of Requirement

STATEMENT OF REQUIREMENT (SOR) FOR THE PROVISION OF THE ROYAL MARINE YOUNG OFFICER (RMYO) WITH A FOUNDATION DEGREE IN SCIENCE (FdSc) IN DEFENCE STUDIES AND LEADERSHIP

1. Introduction to the Requirement

1.1 The accreditation of the Royal Marines Young Officer (RMYO) training with a FdSc in Defence Studies and Leadership is seen as a vital recruiting and retention tool. In addition, it allows the Naval Service (NS) to formally assess the development of cognitive development through the award of a Higher Education qualification.

2. The Requirement

2.1 The Authority requires the contractor to be a recognised UK awarding body that can award qualifications at HE level in Defence Studies and Leadership.

2.2 The qualification must be recognised on the higher education qualification frameworks of England, Wales, and Northern Ireland (FHEQ).

2.3 The Awarding Institution must be a recognised UK University, and so will be subject to the requirements and expectations of UK higher education, as represented by the Quality Assurance Agency for Higher Education (QAA).

2.4 The provider will need to put in place a formal Validation process. This will need to include the following features:

- i. Feedback in relation to the annual monitoring process
- ii. Periodic revalidation by an external panel.

2.5 Facilitate annual meeting(s) to review the progress of the contract with CTCRM and NCHQ representation as appropriate.

2.6 The contractor is to provide accreditation to the RMYO to include all student results who graduated from January 2018.

2.7 Restrictions:

- a. The Contractor is not to introduce any changes that will affect the operational output of any of the defined courses.
- b. The Contractor shall not introduce any changes that will require additional resources to be provided by the RN or RM without the express approval of the Authority.

2.8 The Naval Service will be responsible for the following facilities in support of the qualifications:

- a. Provision of all instructional staff.
- b. Provision of all training resources and accommodation for students.
- c. The selection of students and instructors entering each of the respective courses.
- d. The duty of care and the discipline of all students and instructional staff.

- e. The withdrawal of students and instructors from the approved programme.

2.9 The exact number of Non-Graduate RMYO that start and complete training changes per intake (see Annex A).

2.10 Direct Graduate Entrants (DGEs) may register on a self funding basis.

3. **Academic Information**

3.1 The FdSc Defence Studies and Leadership (the 'Academic Award') is an award of [REDACTED] University and ultimate academic responsibility lies with the Academic Board of the University.

3.2 The Approved Programme FdSc Defence Studies and Leadership is detailed in the relevant Approval and Programme Specification documentation. Any amendments to the Approved Programme are subject to prior written authorisation from the University. Notification of any proposal by CTC RM to amend the Approved Programme must be received by the University at least three months prior to the date on which such amendment is proposed to take effect and follow the normal University Minor Changes procedure and timetable.

3.3 The University agrees that students who satisfy the assessment and examination requirements applicable to their Approved Programme and who successfully complete the Approved Programme shall be deemed to have met the academic requirements for the Academic Award.

3.4 The University will provide the following management services:

- Set up Programme and Curriculum on Unit-e (student records)
- Update Unit-e accordingly
- Maintaining student records
- Maintain the withdrawal / transfer/ interrupt grids and process the associated paperwork
- Appeal information
- Ensuring Faculty policies are implemented.
- Support Academics with regulatory matters
- Periodic Review assistance
- Overview of Quality Assurance
- HESA return
- Graduation

3.5. The University authorises CTC RM to conduct and manage the Approved Programme.

3.6 CTC RM agrees to comply with the University Quality Assurance Documentation, Academic Regulations, the Definitive Documents and other such University requirements related to the Approved Programme.

3.7 CTC RM shall not make any changes to the Approved Programme without the prior written consent of the University.

3.8 The University may make an annual visit to CTC RM for the purposes of academic liaison and quality assurance & review regarding the Approved Programme, with advanced notice. Following such a visit, the University shall prepare a report on the conduct of the Approved Programmes during the previous twelve months and shall provide a copy to CTC RM upon its completion. CTC RM shall remedy any defects identified in such report regarding the provision of the Approved Programme promptly upon receipt of the report.

3.9 The University and CTC RM shall promptly notify one another of any problems arising in connection with the operation of this Approved Programme.

3.10 CTC RM shall provide suitably qualified staff for the conduct, delivery and management of the Approved Programmes in accordance with staffing and other requirements set out in the relevant Definitive Documents and shall make appropriate arrangements for the continuing training,

development and support of such staff as required by the University. The role/responsibilities for the CTC RM Academic Programme Lead can be found in Appendix A.

3.11 If the MoD or CTC RM wish to terminate the contract to deliver FdSc Defence Studies and Leadership, [REDACTED] University will co-operate with these parties to allow existing students to complete the award they were enrolled upon where possible.

4. Publicity and Marketing

4.1. The University and CTC RM may include references to the Approved Programme in prospectuses, brochures, publicity and marketing materials provided that:

4.1.1. the Programme is clearly identified as a programme leading to an Academic Award and as being conducted by CTC RM under the authority of the University i.e. "CTC RM provides a Higher Education programme in collaboration with [REDACTED] University" or "On successful completion of the FdSc Defence Studies and Leadership programme, students will receive the appropriate academic award of [REDACTED] University"

4.1.2 all such references by CTC RM comply with the University brand guidelines as notified by the University to CTC RM in writing from time to time, or are approved by the University's External Relations and Communications Services Department before publication.

4.1.3 CTC RM will ensure that all references to the Approved Programme are accurate and do not misrepresent the relationships between CTC RM and the University. The University retains the right to audit references to Approved Programmes in prospectuses, brochures, publicity and marketing materials produced by or for CTC RM and to require CTC RM to retract, amend or correct any inaccurate or misleading references to and Approved Programmes of the University.

4.1.4 CTC RM may only use references to, and the branding of, the University in materials relating specifically to the Approved Programmes. The [REDACTED] University logo may be used only within the constraints of the current [REDACTED] University External Relations and Communications Services Department style/brand guidelines and in accordance with a specific marketing agreement.

4.1.5 All news releases, advertising materials and web pages referring to [REDACTED] University and seeking to use non-standard text shall be copied to the [REDACTED] University External Relations and Communications Services Department prior to publication and must be signed off by that Department before release.

5. CTC RM Student-facing Issues

5.1 CTC RM shall be responsible for the recruitment and selection of suitable candidates as Students in accordance with criteria agreed in advance with the University in respect of the Approved Programme. Candidate numbers may slightly fluctuate annually as agreed within the original tender.

5.2 CTC RM shall provide to the University:

5.2.1 completed enrolment forms in respect of each Student (containing such information as the University shall require) by the deadline specified by the University from time to time;

5.2.2 (in a form and at times determined by the University), a record of each Student's registration, any changes to Student status, moderated marks and any extenuating circumstances for progression decisions with respect to an Academic Award; and

CTC RM shall furthermore maintain such records in such form and for such period as the University shall (after consultation) determine.

6. The Students shall be students of the University and shall be entitled to:-

6.1 access the University's current electronic portal and e-learning materials, subject to any geographic or institutional limits set on the use of materials licensed to the University by third parties and subject to such arrangements and procedures as the University may specify in writing from time to time; and

6.2 borrow from the University's libraries books, documents and other materials under lending arrangements and procedures agreed by the University and CTC RM from time to time in accordance with (but subject to) licences held by the University;

Provided that:-

(a) the Students shall not be entitled to free access to support, recreation and welfare and other similar services of the University other than by specific arrangements agreed between the University and CTC RM and included in a service level agreement to be entered into by the parties from time to time; and

(b) when using the University's premises, facilities or learning materials, CTC RM shall ensure that each Student shall comply with the rules of conduct made by the University from time to time in respect of its students.

7. CTC RM shall be responsible for the provision of all necessary and suitable teaching and learning materials to the Students.

8. Student appeals on academic matters (including appeals by Students against the decisions of the Boards and any external examiners) will be made in accordance with the University's regulations in force from time to time. Students will be advised on the submission of appeals with their transcripts of results. The University's Appeals Office will be responsible for the issuing of "Completion of Procedures" letters to Students on completion of an appeal. In the event that CTC RM receives any such appeals, it shall forward them promptly to the University.

9. Student complaints in respect of an Approved Programme (other than appeals on academic matters referred to in paragraph 6 above) shall be made in accordance with the CTC RM's procedures. CTC RM (acting reasonably and in good faith) shall use its best endeavours to resolve such complaint in a timely manner and in accordance with such procedure. A Student who remains dissatisfied with the outcome of an appeal may make representation to the University. The University will not re-investigate the complaint ab initio; the review will be confined to consideration of whether CTC RM has properly followed its stated procedures and has come to a reasonable conclusion. In the event that the University is unable to resolve a complaint with the Student, the Student may refer the matter to the Office of Independent Adjudicator.

Academic Programme Lead Role/Responsibilities

The Academic Programme Lead is responsible for the day-to-day running of the specified Approved Programme/modules at CTC RM. These responsibilities are as follows:

1. act as an advisor on content and learning resources for the Approved Programme/modules in consultation with the module leaders, module tutors and librarians.
2. liaise with the module leaders and tutors and also the University to co-ordinate the delivery of the Approved Programme.
3. Co-ordinate the module teams
 - a. the setting and timetabling of module summative coursework;
 - b. the module specific criteria and distribution of weighting for module summative coursework;
 - c. marking and second marking of coursework;
 - d. verifying the accuracy and distribution of module marks;
 - e. attendance at Assessment Panels and Boards as required.
4. implement programme aims and policies and to report on module developments and issues, especially those that may affect the wider Approved Programme.
5. Initiate quality processes to monitor the delivery of the Approved Programme/modules.
6. present for review, scrutiny and approval any proposed changes to the Approved Programme, Definitive Module Records or other module specifications of the Approved Programme modules.
7. ensure module leaders prepare and write the required evaluation reports on the module for which they have designated responsibility. This responsibility also includes the collection and preparation of evidence for external reviews.
8. communicate effectively with the external examiner and ensure that this person has the information they need to fulfil their role, in liaison with the University Academic Link.
9. identify new external examiners, in liaison with the University Academic Link.
10. liaise with University Academic Link to organise the agenda for Approved Programme Committee meetings and CPD learning and teaching updates for module tutors.
11. liaise with the University Academic Link for the production of Definitive Documents as required by the Quality Support unit of the University.
12. liaise, where appropriate, with Faculty administration and the Quality Support unit of the University.
13. liaise, where appropriate, with professional bodies.
14. ensure an annual calendar of key module dates delivery is disseminated to module leaders and the University Academic Link.
15. ensure the modules and programme are advertised professionally; and.
16. play an active role in ensuring that any inter-professional shared learning elements of the modules occur as appropriate.

ESTIMATED THROUGHPUT FOR NON-GRADUATE RMYO

Year	Number of Registrations
2018	16 (includes 8 from initial registration 2017)
2019	16 (includes 8 from initial registration 2018)
2020	8 (initially registered 2017)
Total	40

Note: This is a 2 year programme, registrations are required per year per student

Schedule 2**Pricing Schedule**

*All costs are inclusive of expenses and exclude VAT

Year	Estimated No of Registrations	Cost per Delegate	Service Fee (Tier 2)	Total Cost per Delegate	Maximum Total Cost to MoD
2018	16 (incl 8 from initial registration 2017)				
2019	16 (incl 8 from initial registration 2018)				
2020	8 (initially registered 2017)				

Payment Terms:

Payment shall be claimed through CP&F.

In the event that a maximum 41 students are provided, the total maximum payment (inclusive of Tier 2 Sourcing at ██████ over the contract duration shall not exceed £██████ (excl VAT).

Suppliers will only receive payment when Capita have the written endorsement that the supplier that the service is available and can be called on from the date of payment. At this point, the CP&F Purchase Order number (Event Reference) will be released to the supplier to allow them to invoice Capita.

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: [REDACTED]

Address: [REDACTED]

Email: defcomrclcc-navy5@mod.uk

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

Name: [REDACTED]

Address: [REDACTED]

**3. Packaging Design Authority:**

Organisation and point of contact:

N/A

(where no address is shown please contact the Project Team in Box 2)

☎ 02392 625818

4. (a) Supply/Support Management Branch or Order Manager
Branch/Name:
BRNC Business Development

(b) U.I.N. N5308Z

5. Drawings/Specifications are available from:

See Box 2

6. Intentionally Left 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 53972. 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:

See Schedule of Requirement

10. Transport. The appropriate Ministry of Defence Transport Offices are:A. **DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JHAir Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. **JSCS**JSCS Helpdesk ☎ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837 www.freightcollection.com**11. The Invoice Paying Authority:**Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **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:** DESLCSSL-opsformsandpubs@mod.uk**NOTES*** Many DEFCONs and DEFORMs can be obtained from the MOD Internet Website [extranet, registration needed]:
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>