

Offer and Acceptance



**Ministry
of Defence**

[REDACTED]
Main Building
Horse Guards Avenue
Whitehall
SW1A 2HB
Tel: [REDACTED]
Email: [REDACTED]

Kingston University
River House
53-57 High Street
Kingston upon Thames
KT1 1LQ

Our Reference:
[REDACTED]

Date: August 2022

FAO. [REDACTED]
Head Department of Aerospace and
Aircraft Engineering

Dear [REDACTED],

Offer of Contract [REDACTED] for Post Graduate Certificates in Air Safety (PGCert-AS)

Please note that contrary to the institutional agreement attached (at Annex 1), IPR will vest in the Authority and that Defcon 703 supersedes any statement to the contrary anywhere else in the document. This is reflected within the MAA Commercial Requirements attached.

1. You are hereby informed of the Authority's requirement, and you are invited to accept the Offer of Contract, detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority's Offer.
2. If you wish to accept this Offer, please complete and sign the Purchase Order FORM returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority's Offer must be unqualified. If you do not accept the Authority's Offer within the period specified, then the Authority's Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority's Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
 - a. work undertaken by you; or
 - b. costs incurred by you.
4. When you have accepted the Authority's Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.

5. Where no price is stated in the price column of the Schedule of Requirements:
 - a. You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to assist with pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis should show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.
 - b. You must identify separately amounts in respect of work placed with subsidiary companies or firms. You must also identify separately any other relevant information or explanations, e.g. of amounts included for contingencies, and provide explanations of these. In particular, if the wage rates or overhead rates are not those last agreed with the Authority, you must give an explanation of the basis on which they have been calculated.
6. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain
7. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
8. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.
9. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours sincerely,

[REDACTED]

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 Less Complex Requirements (Up to the applicable procurement threshold). Name: [REDACTED] Position: Vice Chancellor For and on behalf of the Contractor Authorised Signatory Date: 19 August 2022	B) Acceptance Name [REDACTED] Position: For and on behalf of the Authority Authorised Signatory [REDACTED] Date: 5 September 2022
C) Effective Date of Contract: 01/09/2022	

Contract Number: XXXXXXXXXX

Schedule 1 – Pricing

Deliverables									
Item Number	MOD Stock Reference No.	Part No. (where applicable)	Specification	Consignee Address Code (full address is detailed in DEFFORM 96)	Packaging Requirements inc. PPQ and DofQ (as detailed in DEFFORM 96)	Delivery Date	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total inc. packaging (and delivery if specified in the Purchase Order)
1	N/A		Delivery & Award of Post Graduate Certificates in Air Safety (PGCert-AS)			1/09/2022	XXXXXXXXXX	£ XXXXXXXXXX	£32,500.00
								Total Firm Price	£32,500.00

Item Number	Consignee Address (XY code only)

SCHEDULE 2- SOR

MILITARY AVIATION AUTHORITY AND KINGSTON UNIVERSITY POST GRADUATE CERTIFICATE IN AIR SAFETY STATEMENT OF REQUIREMENT

Introduction

1. This document is a Statement of Requirement (SoR) for the delivery and award of a Post Graduate Certificate in Air Safety (PGCert-AS) for the Military Aviation Authority (MAA), delivered between the MAA and Kingston University (KU). The SoR draws heavily on KU's Programme Specification and Module Summary at the annexes.

Background

2. Whilst some Air Safety (AS) degrees are delivered by UK and International Universities, distance and part-time courses appear to last up to 4 years and cost up to £22k, a timescale which denudes re-investment of academic study back into MAA business and is beyond reasonable financial reach of most personnel. The MAA has therefore developed a PGCert with KU which is designed to initially provide MAA personnel with a broad background in AS, and subsequently a detailed study of an approved aspect of AS which is of interest to the MAA. The MAA gains personnel with a foundation in the AS disciplines of leadership and supervision, risk management, airworthiness, and assurance, and gains a detailed academic study which may help influence MAA business. MAA students will also be exposed to broader and higher-level issues potentially beyond their particular area of MAA business. This academic programme forms part of wider MAA investment in people.

Syllabus/Outline of Certificate

3. The syllabus is split into two modules which can be started at any stage of the Academic Year (AY). Module 1 is completion of four AS courses¹ mostly delivered by the MAA's AS facility at Shrivenham, which is then validated with a Portfolio Review in which students reflect on their key lessons identified from the courses and show proof of learning. Module 2 is a 5k word Extended Report in which students choose an area of AS interest and conduct an academic deep dive. Choice of subject will primarily be from the student, but subject choice will be vetted to ensure the MAA gains benefit from the individual investment. Further detail on the course Learning Objectives etc is at Annexes B and D.

Requirement

4. The pilot course will allow MAA personnel to undergo the academic programme over the period Sep 22 – May 23. The expenditure also funds an initial KU-led Validation Event held in Mar 22 (£10k) in which KU assessed and validated the viability of the programme. Thereafter, KU will provide sufficient induction briefings to allow students to fully understand

¹ DHASC, AMAC (Fundamentals), AES or IQMSA (Auditors Course) and MASRAMP.

the academic requirement prior to administrative enrolment once contracts are in place. The MAA is responsible for the provision of the four AS courses. During both Modules, Students will receive personal academic tutoring throughout the programme, students should be advised on their reflective practice during Module 1, and choice of area of academic study for Module 2. Marking and moderation of course work, and eventual award of the PGCert will be completed by KU. KU will provide facilities for submission of both deliverables, the Portfolio Review and Extended Report. Learning outcomes, student support, programme structure, and principles of teaching, learning and assessment are again all laid down at the annexes. KU's personal tutor scheme is outlined at Annex A.

5. Students will have access to KU online resources as laid down at Annex A and provided with up to 10 hrs of individual virtual F2F tutor sessions. KU will also provide online lectures and syndicate discussion periods where appropriate which may be accessed by the students at their discretion. Teaching hours are laid down at Annex B.

6. All serving members of the MAA (both UK, International and MoD Civilian Servants) are eligible to commence the MAA Diploma. The MAA will ensure that students have considered capacity, future plans, operational tempo and other such areas which may affect their ability to comfortably complete the Course. The MAA will be responsible for any down-selection process if there are too many applicants.

Duration

7. The programme will run for 9 months from 01 Sep 22 until 31 May 23. Students may be expected to submit Portfolio Reviews around end Dec, and Extended Reports around end Apr for marking and moderation by KU. However, in order to provide students with flexibility against their professional roles, and allow for contingent personal issues, the end date may be extended on a case-by-case basis for individual students for up to one year after the final submission deadline. After the Module 2 deadline it is understood that the programme will be moderated by the KU Academic Council prior to award of the PGCert. Students should normally complete the PGCert at the beginning of their time in the MAA, so that the MAA can then maximise benefit from their academic study and study areas. However, once commenced, students may still complete the PGCert if they leave the MAA, or indeed the Service, if circumstances dictate.

Milestones

8. Approximate dates are as laid down below:

Validation Event	21 Mar 22	Complete
Enrolment	1 Sep 22	Granting access to KU tutors for Portfolio Review
Module 1	1 Sep – 31 Dec 22	AS courses and PR
Module 2	1 Jan – 31 May 23	May be extended for up to 1 yr on a case by case basis
By end Q3 2023	Academic Council	Results validated and PGCerts awarded June 23

On completion	Course Validation in preparation for tender process	MAA and KU
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Location

9. The four AS courses for Module 1 will be delivered at the MAA's Air Safety Training Facility at the Joint Command and Staff College Shrivenham or by virtual means if regulations require. KU tutor sessions, lectures and syndicate discussions will be facilitated by KU online.

Governance

10. MAA oversight will be provided by a nominated MAA SO1 Lead, currently SO1 Futures and Strat Dev (Maritime), reporting to the Chief of Staff MAA (COS MAA) and the Head Regulation and Certification (Hd RegCert).

Performance Management and Evaluation Criteria

11. Marking of student deliverables will be iaw the KU postgraduate regulations assessment criteria. KU are to make students aware of the criteria as part of the induction process. Further details of the requirement are laid down in the MAA Liaison Document at Annex A.

12. **Plagiarism, Cheating, Collusion and Fraud (PCCF).** Students will be subject to KU PCCF policy throughout the Course. Any breach will be dealt with by KU, informing the MAA of any such investigation. The application of any subsequent academic penalty, including ultimately removal from the Course, is at KU's discretion.

13. **Specific Learning Differences (SpLDs).** Students may seek help and advice at all stages of the Course in order to successfully mitigate any SpLD. But it should be noted that students with an SpLD must take primary responsibility for their SpLD, notifying KU (and the MAA if required) and implementing any agreed coping strategies. Their SpLD should draw no undue attention, measures or stigma. Students may be guided towards further support, and to organise, if required, an SpLD assessment by an educational psychologist. Due to the time required to organise such testing, and the possible subsequent development of a Personal Development Plan (PLP), it is better students start the Course with the correct certification for coping strategies to be agreed.

Government Assets

14. Students should use MoD-supplied IT systems, appreciating that personal IT may be required to access some academic resources and conduct tutorials. There is no entitlement to separate IT/IM issue, nor any MoD financial reimbursement for any printing or other Diploma-associated costs.

15. Students may be granted, through liaison with their Line Managers, at least 6 hrs a week for self-study in order to meet the study requirements for award of the PGCert. It is stressed this is a privilege and not a right. Students should also accept that some private time will also be required to complete assignments. At Line Manager's discretion, time for self-

study should only commence as the student starts to study for their ER and is not an entitlement from commencement of the Course.

Copyright

16. Reports are literary works that are authored by students on the PGCert as part of their duties as UK crown servants (eg UK civil servants and personnel of the UK Armed Forces) and as such are subject to Crown Copyright. Accordingly, the MAA (as part of the MoD) is free to reproduce and publish such works as it sees fit. The MAA, in its capacity as an agent of the MoD (the copyright holder), authorises the student authors to copy or offer their own work for publication in MoD-sponsored or civilian defence-related journals such as The Naval Review, RAF Air Power Review or British Army Review. Reports are not available for such exploitation until such time as it has been formally assessed by the KU Supervisor and subsequently corrected by the author. International students hold the copyright of their Reports. To accord with copyright rules, international students are to confirm that they are content to have their Report used for publication. Reports will not be published with associated individual grades.

Disclosure.

17. Papers may be selected for publication by both the MAA and KU who may publish selected Papers on the MoD and Civilian internet. Selection of these Papers will be on a case-by-case basis.

Security

18. Papers must be not above OFFICIAL classification.

Personal Data

19. Personal data will be supplied by individuals on the programme for enrolment etc, KU will adhere to GDPR protocols

Exit

20. The MAA will pay for all students enrolling on the programme 1 Sep 22. If any student withdraws from the programme due to professional or personal reasons, a refund of tuition fees will not be expected.

Software

21. The MAA will not make any particular software available for MAA students on the programme. Online events may utilise software such as MS Teams through the UK Defence MODNET system.

Cyber Risk

22. Cyber Risk Assessments have been submitted to the DCPD team and assessed as LOW.

IR35

23. Not required.

Market Engagement

24. No market engagement is required and KU are to liaise with the MAA before wider advertising the partnership between the two organisations.



Annexes:

- A. KU MAA Liaison Document.
- B. KU Module Directory.
- C. KU Financial Quote.
- D. KU Programme Specification.

**ANNEX A to
MAA's 20220808_MAA-PGCert Pilot Course SoR V1.2**

KU MAA LIAISON DOCUMENT

This arrangement leads to the award(s) of:

PGCert in Aviation Safety

The managing faculty is:

SEC

The provision described in this Liaison Document is:

Validated

The type of collaborative provision described in this Liaison Document is:

Provision returned in KU's HESES population

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
Access to Resources	Students will have access to: • Canvas • Borrowing rights in KU Libraries • Access to KU electronic resources • KU ID card	
Academic Misconduct	Any cases of academic misconduct will be handled through the Kingston University process	
Admissions The University retains responsibility for approving the criteria for admission. The University is responsible for stipulating who has responsibility for decisions on admissions and the management of the admissions process. In the case of joint, double or multiple awards, partners determine which of them is responsible for the management of the admissions process (or how responsibilities are	Students apply directly to Kingston and Kingston will be responsible for the admissions process. It is not expected that there will be any Recognition of Prior Experiential or Certificated Learning (RP(E)CL but any requests will go to Kingston. Any appeals of admission decisions will be handled by Kingston	[For the MAA sponsored PGCERT (AS) students will be required to enrol in Sep 22]

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
shared) and the obligations of respective parties are recorded in the written agreements.		
Annual Monitoring The course(s) will be subject to the University's standard annual monitoring procedures (MEP and CEP). Particular attention should be given to that provision that runs across multiple partners and the arrangements in place for the cross partner comparison of standards.	The MEPs and CEPs will be produced and reviewed by Kingston through the normal annual monitoring process	Normal KU annual monitoring deadlines
Appeals	KU regulations apply to any appeals	Not applicable
Preparation of assessments (coursework and examinations)	Kingston University will design and moderate all of the assessment tasks. There are no examinations for this provision. The MAA will notify Kingston of any significant changes to the content of the seminars which are the basis of the reflective learning.	The assessment briefs are open ended and are reviewed annually but the individual topics are agreed between the supervisor and student in consultation with the MAA
External examiner scrutiny of draft assessments It is a KU requirement that external examiners are provided with the opportunity to comment on both draft coursework and examinations prior to any student attempting them. The arrangements will differ depending on the nature of the collaboration.	Kingston University will liaise with the External Examiner	
Examinations The organisation and management of formal examinations will depend on the type of collaboration. For franchised provision, examinations must be scheduled at the same date and time in each location.	This programme does not have any examinations	
Marking The University requires the use of anonymous marking, where it is practical to the type of assessment. It is anticipated that partners also utilise anonymous marking as appropriate.	The assessment for this programme does not lend itself to anonymous marking since it is based on individual reflection supported by the supervisor. The marking will be moderated in	The assessment will be marked in time for the 2023 assessment boards

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
The University also requires that PG dissertations and research projects are double blind marked – marked separately by two members of staff who do not confer until they have made an initial judgement. The markers then agree one common mark. Where agreement cannot be reached a third marker will be used.	line with Kingston's moderation policy. The individual project will be double blind marked.	
Moderation of Student Work The University expects all work to be internally moderated, i.e. a sample of marked work is reassessed by another member of staff in order to ensure that the first marker has applied the marking criteria appropriately and fairly. The size and nature of the sample is defined by the University. The arrangements for the moderation of student work will depend on the nature of the collaboration <i>i.e.</i> franchise or validated.	Student work will be moderated using the normal School of Engineering and the Environment moderation process.	The assessments are moderated in time for the spring assessment boards
Feedback on Assessment It is University policy that all coursework must be returned to students within 20 working days. It should be accompanied by clear feedback which makes reference to how students have performed against the published marking criteria and indicates what students can do to improve their work. To ensure legibility and ease of access, all summary feedback must be typed or voice-recorded. Additional hand written annotations on scripts can be used where appropriate. Feedback must also be provided on examination performance, although scripts are not returned.	The programme will follow the university feedback policy.	
Assessment Boards The arrangements for assessment boards will depend on the nature of the collaboration. See UG	These results will be presented at the Postgraduate Assessment Boards for the	

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
(AR02) or PG (AR03) regulations for further details.	Mechanical and Aerospace Engineering departments.	
Assessment - Other	All assessment will be submitted via Canvas and will be subject to review on Turnitin	
Awards Ceremonies	Successful graduates will be invited to the KU ceremonies.	
Boards of Study The arrangements for Boards of Study will depend on the nature of the collaboration. For franchised provision, a sub-boards of the in-house or “parent” Board of Study should be held at the partner. A faculty representative should attend the sub-Board, and a partner representative should attend the “parent” Board. For validated provision, there will usually be separate Boards (i.e. not reporting into a parent Board at the University), in which case a faculty representative should attend the Board. For jointly delivered provision, a representative from the partner should attend the Board of Study held at the University.	This provision will be review by a separate Board and this will be managed by the Faculty	
Certificates and the HEAR Kingston University will always be responsible for the production and distribution of award certificates to students. KU will advise all students registered on KU awards of the need to register for the Higher Education Achievement Record (HEAR).		
Course Administration	The programme is primarily delivered through individual meetings between the students and their supervisor. These will normally be online. There will be some online delivery of general briefing material	

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
Enrolment	Students will complete a Kingston University enrolment form and there are no module choices with the programme.	1 Sep 22
Executive Committee(s) For franchised and validated provision, an Executive Committee, as defined in the Institutional Agreement attached (At Annex 1) should be established. This committee should meet annually to review the operation of the partnership. (See BG(iii) for Terms of Reference, membership and standard agenda items for the Executive Committee).	Kingston University will be responsible for organizing and support the JEC. These meetings will normally be held online and will involve the Liaison Officer and a senior representative of the MAA	
External Examiners As the awarding body, the University is responsible for the appointment, induction and payment of external examiners, including those for collaborative provision. For franchised provision, the external examiner(s) will typically be the same as for the in-house provision, to enable comparability of standards across provision. For validated provision, a dedicated external examiner will usually be appointed. External examiner reports for both franchised and validated provision should be considered by the Head of School (or equivalent) and noted at the relevant Board of Study. Responses to external examiners' reports for validated and franchise provision should be written in liaison with the faculty	Kingston University will nominate the external examiner and will provide a local induction and be responsible for day-to-day liaison. The response to the external examiners report will be written by KU who will consult with the partner if there is an issue relevant to the partner. These reports will be available to the students and the MAA online.	
Fitness to Practice (where applicable)	Not applicable	
Induction & Transition - Students	An online induction programme will be provided by the university.	From 1 Sep 22
Liaison with Professional, Statutory and Regulatory Bodies (PSRBs)	This provision is not accredited by a PSRB	

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
Liaison Visits	It is not expected that there will be any requirement for regular liaison visits since the roles of the two organizations are quite distinct and the interaction will be primarily online.	
Mitigating Circumstances and Extensions	All claims for mitigating circumstances will be handled through the normal Faculty processes	
Modifications The processes for modifications to KU awards delivered by partner organisations is the same as those for provision delivered at the University. For franchised provision the managing faculty is normally responsible for initiating modifications to courses and leading on the preparation of paperwork in order to have them approved. For validated provision the partner organisation is normally responsible for initiating modifications and for liaising with the managing faculty to prepare the relevant paperwork for the modification to be considered.	Kingston University will be responsible for initiating and managing any proposed modifications in consultation with the MAA	
Subject-level liaison For franchised provision, there should be regular liaison between module leaders and/or liaison officers at Kingston University and their counterparts at the partner institution.	The learning is primarily supported through online interaction between the students and their KU supervisors. If there is significant change in the briefing seminars provided by the MAA these changes will be highlighted to the supervisors.	
Placement Learning (where this is a feature of the provision)	All of the students on the programme are employees of the MAA but there is no formal placement learning requirement.	
Provision delivered or assessed in a language other than English There is a general expectation that programmes of study leading to a KU award will be delivered and assessed in English. Permission to deliver or assess a programme in language other than English must be approved by Senate.	This programme is entirely taught and assessed in English	

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
Published Information The University has a responsibility to ensure the accuracy of all public information, publicity and promotional activity relating to provision offered by partners that leads to a KU award (see Guidance BG(v) in the AQSH).	This programme is only available to employees of the MAA but Kingston University will supply all information about the course.	
Roles and Responsibilities (See guidance BG(i) in the AQSH)	ULO: [REDACTED] PLO: Cdr [REDACTED]	
Staff development	The MAA staff are not involved in the delivery of the modules apart from providing the seminars which support the initial development.	
Student Complaints	All student complaints will be handled using the Kingston University procedure unless they directly involve the MAA. In this case, student complaints will be referred to the partner in the first instance to look at under their own complaints procedure. If, once the partner's procedure has concluded, the student remains unhappy with the way in which their complaint has been considered, and, if the complaint relates to the academic standards and/or quality of their learning opportunity, the student can refer their complaint to the University for consideration at Stage 2 of our Student Complaints Procedure. If the partner does not have a complaints procedure, students will still be referred to contact a relevant member of staff at the partner institution to explore a possible early resolution to their complaint. If the issue cannot be resolved through early resolution, students may submit a Stage 2 - Formal Complaint to the University. Stage 2 complaints will be considered by an	

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
	Investigator appointed by the University with relevant input from both the Kingston University Liaison Officer and Partner Liaison Officer.	
Student disciplinary	Where the misconduct takes place on KU premises, a discussion will take place between KU and the partner to decide whose procedures should apply. Where the misconduct takes place on partner premises, the partner institution's disciplinary procedures will normally apply. KU to be notified of the outcome in case of major or gross misconduct.	
Student Feedback	This provision is relatively small and all students will be invited to take part in the Staff Student Consultative Committee. All students will be provided with a named second supervisor who will be available if problems arise with the first supervisor.	
Student Representatives	Students will be asked to elect a representative who will liaise with the ULO and PLO	
Student support and the Personal Tutor Scheme It is an expectation that the principles of the University's Personal Tutor Scheme should be adopted by KU collaborative partners. It will be up to individual partners, in consultation with the parent faculty, to determine how best to deliver this support to students and for validation panels to determine the suitability of proposed local arrangements.	The individual supervisor will take on the role of Personal Tutor and the supervisors are all KU academic staff	
Transition of students on 2+1 arrangements In a number of instances students transfer from a partner institution to the University to complete their award.	Not applicable	

Contract Number: XXXXXXXXXX

Sections of the Liaison Document	Areas to be addressed in the Liaison Document	Timescales/deadlines
Tuition fees	The tuition fees will be paid by the MAA annually when due.	

**ANNEX B to
MAA's 20220808_MAA-PGCert Pilot Course SoR V1.2**

KU MODULE DIRECTORY

Date First Produced:	21-01-22
Date Last Revised:	08-08-22
Date of Implementation of this version:	01-09-22
Version Number:	1.2

Module Code: Module 1	Level: 7	Credits:30
Title:	Aviation Safety Practitioner	
Pre-requisites:	None	
Co-requisites:	None	

Module Summary

An essential element of effective Air Safety Management is to have an engaged Air Safety Culture. This requires practitioners to be active critical thinkers who are ready and able to take on a range of challenges. The purpose of this module is to familiarize them with the fundamentals of air safety management and to develop the student's reflective learning practice to enable them to use critical evaluation to make a positive contribution to the Air Safety culture of the MAA. It will enable students to critically appraise the briefings delivered to them as part of their induction and to reflect on how the principles they have learned can be applied in their current role. It will also introduce them to the air safety literature and encourage them to become confident independent learners who can engage effectively with a wide range of stakeholders.

Aims

The aim of this module is to ensure that the learner:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Learning Outcomes

On successful completion of the module, students will be able to:

1. Reflect and report on their own learning to enable them to contribute effectively to the air safety culture and practice of the MAA
2. Interact with the wider air safety community through reading, interpreting the literature and engaging with practice in the wider safety community.
3. Communicate effectively with colleagues, others within the MAA and the wider air safety community at all levels
4. Identify and articulate their further development needs and actively address them

What and how you will learn on this module

[REDACTED]

- Effective application of theory to practice

Breakdown of Learning and Teaching Hours

Definitive Categories	Breakdown of activities	Hours
Scheduled learning and teaching	1:1 sessions with their supervisor Group discussion of air safety issues	10 10
Guided independent study	Listening to asynchronous briefings and engaging with the wider literature Four short courses delivered by the MAA on air safety issues	200 80
Study abroad / placement		None
	Total (number of credits x 10)	300

Assessment Methods

Assessment method and load (maximum of three elements permitted)	Additional Information	Assessment category: Choose from Exam / Practical / Coursework	Weighting %	Indicative Formative methods	Learning Outcomes Indicate which LOs are summatively assessed
Reflective Report (3000 words)		Coursework	100%	Draft plan	1-4

Achieving a Pass

It IS a requirement that the element of assessment is passed in order to achieve an overall pass for the module.

Reading List

Core Text(s)

Manual of Air Safety

Recommended Reading:

CAA Guidance on Safety Management Systems most recent

ICAO Guidance on Safety Management Systems, 4th ed

Gibbs, G, 1988, *Learning by Doing. A Guide to Teaching and Learning Methods*. FEU

Kolb, D. 1984, *Experiential Learning: Experience as the Source of Learning and Development*, Prentice Hall, New Jersey

Moon, J, 1999, *Learning Journals: A handbook for academics, students and professional development*. Kogan Page. London

Date First Produced:	21-01-22
Date Last Revised:	08-08-22
Date of Implementation of this version:	01-09-22
Version Number:	1.2

Module Code: Module 2	Level: 7 Credits:30
Title:	Aviation Safety Project
Pre-requisites:	Completion of Module 1
Co-requisites:	None

MODULE SUMMARY

The module allows students to apply what they have learned in the first module and their past experience to a project of interest to themselves and the MAA.

AIMS

- To allow the student to develop research skills and gain an appreciation of a subject area of the students own choosing
- To allow the student study an area of interest in significant depth
- To allow the student to demonstrate a good and clear understanding of what has been learnt through an oral presentation and a substantial dissertation.

LEARNING OUTCOMES

On successful completion of the module, students will be able to:

- Formulate a research problem, clearly stating the objectives of the proposed research and by developing and expounding a valid hypothesis
- Carry out a thorough literature search in order to develop a comprehensive and sufficiently deep appreciation of the selected research field
- Demonstrate the ability to devise a sound methodology to proceed the project in a systematic manner
- Demonstrate the ability to apply the research results
- Demonstrate powers of critical analysis consistent with work at a Masters level and express hypotheses, analyses and deductions in a clear, concise and objective manner

CURRICULUM CONTENT



TEACHING AND LEARNING STRATEGY

- A carefully selected project can provide an excellent means of integrating the course modules, provide an intellectually demanding task, and can further self-education and the development of skills relevant to the world of work.

- Students will be given ample of advice and written guide about selecting and handling their project. A separate Project Guide which covers wider topics about project management and report writing will be distributed to students at the start of the course. Relevant seminars will also be organised to demonstrate to students how to manage an industrial project and to conduct suitable research.
- The learning outcomes will be achieved through a combination of: formal discussions with the supervisor, company visits, electronic learning tools and independent study. Supervisors will be allocated to each student in order to give advice and academic guidance. 300 hours of learning time is allocated to this module of which up to 10 hours formal contact time will be available
- Employability and careers information is an important part to this module. Students are routinely put in touch with external relevant associates of the programme who are also sector employers. As such the importance of subject knowledge and application to the job market can be explored.

BREAKDOWN OF TEACHING AND LEARNING HOURS

DEFINITIVE KIS CATEGORY	INDICATIVE DESCRIPTION	HOURS
Scheduled learning and teaching	Minimum 6 sessions of one to one meeting normally conducted online.	10
Guided independent study	Self-directed learning, guided learning and practical learning	290
Study abroad / placement	Not Applicable	-
	Total (number of credits x 10)	300

ASSESSMENT STRATEGY

The assessment method for this module is designed to challenge and enhance student learning via mainly summative but also formative approach in the formal project meeting with the student and also once the project is completed in the form of a feedback assessment form given to the students. The assessment process consists of :

[REDACTED]

[REDACTED]

Students are encouraged to maintain a log book throughout the project and to review it with their supervisor but it does not form part of the summative assessment.

MAPPING OF LEARNING OUTCOMES TO ASSESSMENT STRATEGY

LEARNING OUTCOME On completion of the module, students will be able to:	ASSESSMENT STRATEGY
1. Formulate a research problem, clearly stating the objectives of the proposed research and by developing and expounding a valid hypothesis	Summative – by the preparation of a thesis following in-depth research and by presentation of findings
2. Carry out a thorough literature search in order to develop a comprehensive and sufficiently deep appreciation of the selected research field	Summative – by the preparation of a thesis following in-depth research and by presentation of findings
3. Demonstrate the ability to devise a sound methodology to proceed the project in a systematic manner	Summative – by the preparation of a thesis following in-depth research and by presentation of findings
4. Demonstrate the ability to apply the research results to relevant industries and problems	Summative – by the preparation of a thesis following in-depth research and by presentation of findings
5. Demonstrate powers of critical analysis consistent with work at a Masters level and express hypotheses, analyses and deductions in a clear, concise and objective manner	Summative – by the preparation of a thesis following in-depth research and by presentation of findings

MAJOR CATEGORIES OF ASSESSMENT (DEFINITIVE)

DEFINITIVE KIS CATEGORY	PERCENTAGE
Project Presentation	20
Thesis	80
	100%

ACHIEVING A PASS

It *IS NOT* a requirement that any major assessment category is passed separately in order to achieve an overall pass for the module

**ANNEX C to
MAA's 20220808_MAA-PGCert Pilot Course SoR V1.2**

KU PROGRAMME SPECIFICATION

Title of Course: Postgraduate Certificate in Air Safety

Date first produced	Jan 2022
Date last revised	Aug 2022
Date of implementation of current version	Sep 2022
Version number	1.2
Faculty	SEC
School	Engineering and the Environment
Department	Aerospace and Aircraft Engineering
Delivery Institution	Kingston University

This Programme Specification is designed for prospective students, current students, academic staff and employers. It provides a concise summary of the main features of the programme and the intended learning outcomes that a typical student might reasonably be expected to achieve and demonstrate if they take full advantage of the learning opportunities that are provided. More detailed information on the learning outcomes and content of each modules can be found in the course VLE site and in individual Module Descriptors.

SECTION 1: GENERAL INFORMATION

Award(s) and Title(s):	Postgraduate Certificate in Air Safety
Intermediate Awards:	None
FHEQ Level for the Final Award:	7
Awarding Institution:	Kingston University
Teaching Institutions:	Kingston University Military Aviation Authority
Location:	Kingston: Friars Ave, LONDON, SW15 3DW MAA
Language of Delivery:	English
Modes of Delivery:	Part-time
Available as:	Full field
Minimum period of registration:	1 year
Maximum period of registration:	2 years
Entry Requirements:	• A minimum of a third-class honours degree. • GCSE (A*–C): English Language, Mathematics and Science to be included. NB: National Academic Recognition Information Centre (NARIC) must be provided for overseas qualifications to show comparability.
Programme Accredited by:	This programme is not accredited
QAA Subject Benchmark Statements:	Framework for Higher Education Qualifications in England, Wales and Northern Ireland (2014), the <i>Master's Degree Characteristics Statement</i> (QAA, 2020) and the <i>Subject Benchmark Statement Engineering</i> (QAA, 2019).
Approved Variants:	N/A
UCAS Code:	This is a closed course and not available on UCAS

SECTION 2: THE COURSE

A. Aims of the Course

The aims of the course are:

- To enhance students' abilities in independent study, research, critical thinking and reflective practice, reinforcing an ethos of life-long learning and continuing professional development.
- Facilitate personal and professional development including the transferable, communications and interpersonal skills necessary for managing and developing further a successful, autonomous and independent practice in the military air safety environment

B. Intended Learning Outcomes

The course outcomes are referenced to the Framework for Higher Education Qualifications in England, Wales and Northern Ireland (2014), the *Master's Degree Characteristics Statement* (QAA, 2020) and the *Subject Benchmark Statement Engineering* (QAA, 2019) and relate to the typical student. The course provides opportunities for students to develop and demonstrate knowledge and understanding specific to the subject, key skills and graduate attributes in the following areas:

Module 1 – Aviation Safety Practitioner (30 L7 credits)

Module 2 – Aviation Safety Project (30 L7 credits)

Programme Learning Outcomes					
	Knowledge and Understanding		Intellectual Skills		Subject Practical Skills
	On completion of the course students will be able to:		On completion of the course students will be able to		On completion of the course students will be able to
A1					
A2					
A3					
A4					

In addition to the programme learning outcomes identified overleaf, the programme of study defined in this programme specification will allow students to develop a range of Key Skills as follows:

Key Skills						
Self-Awareness Skills	Communication Skills	Interpersonal Skills	Research and information Literacy Skills	Numeracy Skills	Management & Leadership Skills	Creativity and Problem Solving Skills
Take responsibility for own learning and plan for and record own personal development	Express ideas clearly and unambiguously in writing and the spoken work	Work well with others in a group or team	Search for and select relevant sources of information	Collect data from primary and secondary sources and use appropriate methods to manipulate and analyse this data	Determine the scope of a task (or project)	Apply scientific and other knowledge to analyse and evaluate information and data and to find solutions to problems
Recognise own academic strengths and weaknesses, reflect on performance and progress and respond to feedback	Present, challenge and defend ideas and results effectively orally and in writing	Work flexibly and respond to change	Critically evaluate information and use it appropriately	Present and record data in appropriate formats	Identify resources needed to undertake the task (or project) and to schedule and manage the resources	Work with complex ideas and justify judgements made through effective use of evidence
Organise self effectively, agreeing and setting realistic targets, accessing support where appropriate and managing time to achieve targets	Actively listen and respond appropriately to ideas of others	Discuss and debate with others and make concession to reach agreement	Apply the ethical and legal requirements in both the access and use of information	Interpret and evaluate data to inform and justify arguments	Evidence ability to successfully complete and evaluate a task (or project), revising the plan where necessary	
Work effectively with limited supervision in unfamiliar contexts		Give, accept and respond to constructive feedback	Accurately cite and reference information sources	Be aware of issues of selection, accuracy and uncertainty in the collection and analysis of data	Motivate and direct others to enable an effective contribution from all participants	

Contract Number: XXXXXXXXXX

		Show sensitivity and respect for diverse values and beliefs	Use software and IT technology as appropriate			
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C. Outline Programme Structure

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Technical Annex

Final Postgraduate Certificate

Award(s):

Alternative

exit award None

Minimum 1 Years

period of

registration:

Maximum 2 Years

period of

registration:

FHEQ Level 7

for the Final

Award:

QAA Subject Engineering

Benchmark:

Modes of Part time via individual meetings with students, small group discussions and

Delivery: online asynchronous briefings

Language of English

Delivery:

Faculty: Science, Engineering and Computing

School:

JACS code: [REDACTED]

UCAS Code: N/A

Schedule 3- Terms and Conditions of Contract



**MOD Terms and Conditions for Less
Complex Requirements**

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;

Government Furnished Assets (GFA) is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;

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;

Issued Property means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

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- Not Applicable

- 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 extant UK REACH Regulation 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 (GB CLP) Regulation or any replacement thereof; and
- (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, 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 The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

[REDACTED]

21 The special conditions that apply to this Contract are:

22 The processes that apply to this Contract are:

Schedule 4 – Addresses & Defform 111

1. Commercial Officer

Name: [REDACTED]

Address: Kentigern House, 65 Brown Street, Glasgow G2 8EX

Email: [REDACTED]

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

Name: [REDACTED]

Address: [REDACTED]
[REDACTED]

Email: [REDACTED]

☎ [REDACTED]

3. Packaging Design Authority

Organisation & point of contact:
N/A

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

☎

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

☎

(b) U.I.N.

5. Drawings/Specifications are available from

6. Intentionally Blank

8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to [REDACTED]
[REDACTED]
[REDACTED]

2. For all other enquiries contact [REDACTED]
[REDACTED]
☎ [REDACTED]

9. Consignment Instructions

The items are to be consigned as follows:

N/A

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 8JH
Air 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 No. 01869 256052 (select option 2, then option 3)
JSCS Fax No. 01869 256837
Users requiring an account to use the MOD Freight Collection Service should contact UKStratCom-DefSp-RAMP@mod.gov.uk in the first instance.

11. The Invoice Paying Authority

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site
Lower Arncliffe
Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)
Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

Name: [REDACTED]

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.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

*** 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.

Schedule 5 – Purchase Order



Ministry
of Defence

Contract No: [REDACTED]

Contract Name: PGCert-AS for MMA Personnel

Dated: 06.2022

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 **the applicable procurement threshold**).

Contractor	Quality Assurance Requirement (Clause 8)
Name: Kingston University Registered Address: River House, 53–57 High Street, Kingston Upon Thames KT1 1LQ	

Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contactor ☐ [Special Instructions] To be Collected by the Authority ☐ [Special Instructions] Each consignment of the Deliverables shall be accompanied by a delivery note.

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
The Contractor shall be required to attend the following meetings: Subject: Frequency: Location:	The Contractor is required to submit the following Reports: Subject: Frequency: Method of Delivery: Delivery Address:

Payment (Clause 14)

Payment is to be enabled by CP&F.

Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
Forms can be obtained from the following websites: https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required). https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing https://www.dstan.mod.uk/ (Registration is required). The MOD Forms and Documentation referred to in the Conditions are available free of charge from: 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 email: Leidos-FormsPublications@teamleidos.mod.uk 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.	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: a. The Commercial Officer detailed in the Purchase Order, and b. DESTECH-QSEPEnv-HSISMulti@mod.gov.uk by the following date: N/A or if only hardcopy is available to the addresses below: 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