

<u>Section 1 – Form of Contract</u>

Framework Agreement for:	FRAMEWORK 2018
Reference Number:	CPG/2350/2018
Call-Off Title:	Peacekeeping Intelligence Course for the ENDF
Call-Off Reference:	701027426
This Call-Off Contract is made betwee	n the Secretary of State for Defence represented by the
Ministry of Defence, acting as part of the	he Crown ("the Authority"),
	and
Pinpoint Consulting Services ("the Sup Lane, London, England, WC2N 4JS	oplier") having his main or registered office at 60 St. Martin's
("the Parties")	
SIGNED on behalf of the Parties:	
For the Supplier:	For the Authority:
By:	
Full Name:	Full Name: Elisabeth Harding
Position held on behalf of Supplier:	Position held on behalf of Authority: BP4-1b – Commercial Officer
Date:	Date: 2 Feb 2022

Framework Agreement with:	Pinpoint Consulting Services Limited
Company Number:	6398750
Sub Contractors/Consortia:	
Framework Agreement for:	CONFLICT STABILITY & SECURITY FUND 2018
Framework Agreement Number:	CPG/2350/2018
Call-off Contract For:	Peacekeeping Intelligence Course for ENDF
Contract Number:	701027426
Call-off Contract PSAB Reference Number:	701027426

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Section 2 - Call-Off Terms & Conditions and Special Terms

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1. The above mentioned Framework Agreement.

1.1. Capitalised terms used in this Call-Off Contract shall (save where specified otherwise) have the meaning set out in the Framework Agreement.

2. Your proposal of 25 November 2020 (as amended on 26 Nov 2020).

2.1. The Authority requires ("the Supplier") to provide the Services as stated in the *Statement of Requirement* at Annex 1 and, under the Terms and Conditions of the Framework Agreement, which shall apply to this Calloff Contract as if expressly incorporated herein.

3. Commencement and Duration of the Services

- 3.1. The Supplier shall start the Services no later than 7 Feb 2022 ("the Start Date") and Services shall be completed by 31 Mar 2022 ("the End Date") unless the Call-off Contract is terminated or extended in accordance with the terms and conditions of the Framework Agreement and by contract variation.
- 3.2. The Authority reserves the right, without prejudice to its termination rights under the Framework Agreement, to terminate this Call-Off Contract (where it is a multi-year contract) at the end of each United Kingdom (UK) financial year, if the Supplier's performance is not deemed satisfactory or the fund available to the CSSF programme is no longer sufficient to continue financing the programme.

4. Recipient

4.1. Authority requires the Supplier to provide the Services to the Ethiopian National Defence Force ("the Recipient").

5. Financial Limit

- 5.1. Payments under this Call-off Contract shall not exceed £73,900.00 (seventy three thousand and nine hundred pounds) ("the Financial Limit") and is exclusive of any government tax, if applicable as detailed in the Framework Agreement and the <u>Statement of Requirements (Annex 1)</u> and <u>Schedule of Prices and Rates (Annex 2)</u>.
- 5.2. To support invoicing the Supplier shall provide monthly financial statements, covering activities delivered together with the Contract reference number.
- 5.3. Payment of invoices will be made monthly in arrears on receipt of an itemised invoice.

6. Milestone Payments and Charges

- 6.1. Any Supplier Personnel employee fees payable are deemed to cover the cost of salary, overseas inducements, leave allowances, bonuses, profit, taxes, insurances, superannuation, non-working days and all other costs including, but not limited to, clothing, passports, visas and vaccinations, overheads and expenses of whatsoever nature that may be incurred except those otherwise specifically provided for in this Call-off Contract.
- 6.2. Where applicable Milestone Payments, will be made on satisfactory performance of the Services, at the payment points defined as per Schedule of Prices and Rates. At each payment point set criteria will be jointly agreed as part of the payments. Payment will be made if the criteria are met to the satisfaction of the

Authority when the relevant Milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-off Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-off Contract were properly due.

7. Fixed Price

7.1. Where the Parties have agreed in the <u>Schedule of Prices and Rates</u>, that the Services will be provided on a fixed price basis, then the fixed price shall be paid according to the Schedule of Prices and Rates, which may relate to the achievement of specific Milestones as defined, dates or acceptance and shall be inclusive of all Supplier costs.

8. Time and Material

- 8.1. Where the Parties have agreed in the <u>Schedule of Prices and Rates Annex 2</u> that the Services will be provided on a time and materials basis, then:
 - a) the Services shall be provided in accordance with the rate card set out in the Schedule of Prices and Rates;
 - the Parties shall agree a maximum price, which shall include but not be limited to a resource profile, a fixed date to start and to complete and a set of deliverables, further details of which shall be agreed by the Parties in the Schedule of Prices and Rates;
 - c) the Supplier shall attach to each invoice, records of the time spent and materials used in providing the Services, together with all supporting documentation including but not limited to all relevant timesheets, receipts (if applicable), a list of Services to which the invoice relates and a reference to the Contract and Schedule of Prices and Rates, as well as any other information as reasonably requested by the Authority from time to time;
 - d) the Supplier must notify the Authority immediately if it becomes apparent that the cost to complete the Services will be in excess of the maximum price, and shall only proceed with and be paid for Services in excess of the maximum price with the prior written consent of the Authority.

9. Officials

9.1. The Authority Project/Contract Officer is as follows:

Title:	Name:	Contact Number:	Email Address:
Project Manager			
Contract Officer			

10. Key Personnel

10.1. The following Supplier Personnel are the key Personnel of the purposes of this Call-Off Contract:

Title:	Name:	Contact Number:	Email Address:

11. Monitoring and Contract Performance Reports

- 11.1. For the purpose of monitoring of performance, the Supplier shall submit project reports in accordance with the agreements and timescales contained in the <u>Statement of Requirement at Annex 1</u>.
- 11.2. These provisions will include without limitation:
 - i. random inspections;
 - ii. regular meetings;
 - iii. the regular delivery of written management reports;
 - iv. monthly report on Key Performance Indicators.
- 11.3. All such agreements will be carried out by the Supplier in a timely manner, as reasonably required by the Authority, and in line with Good Industry Practice.

12. Duty of Care

- 12.1. Unless otherwise agreed, all Supplier Personnel (as defined in Section 2 of the Framework Agreement) engaged in connection with the performance of this Call-off Contract will come under the duty of care of the Supplier. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property.
- 12.2. Unless otherwise agreed, the Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified the Authority in respect of any claim, howsoever arising, by the Supplier Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-off Contract.
- 12.3. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- 12.4. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-off Contract in relation to duty of care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- 12.5. Where the Authority is providing any specific security arrangements for Suppliers in relation to the Call-off Contract, these will be detailed in the <u>Statement of Requirements at Annex 1</u> and the <u>Security Risk Disclaimer Annex 3</u>.

13. Third Party Rights for Sub-Contractors

13.1. The Supplier shall ensure that all Sub-Contracts contain provisions") to the effect of "in respect of security and secrecy, intellectual property and audit rights corresponding to those placed on the Supplier under this Contract (subject to such variations as the Authority may reasonably specify), which the Authority shall have the ability to directly enforce under the Contracts (Rights of Third Parties) Act 1999.

14. Call-off Contract Signature

14.1. If the original Form of Call-off Contract is not returned to the Contract/Project Officer (as identified at paragraph Error! Reference source not found. above) duly completed, signed and dated on behalf of the S upplier within 10 working days of the date of signature on behalf of the Authority, the Authority will be entitled, at its sole discretion, to declare this Call-off Contract void.

15. Destruction and deletion of Authority Data and Confidential Information

15.1. Pursuant to:

- Clause 16.1.3 of the Framework Agreement requiring the Supplier to provide an inventory of Authority Data in its possession or control; and
- Clause 29 (Confidentiality);

The Supplier shall, at the written direction of the Authority, delete, destroy or return, as appropriate, all Authority Data and Confidential Information (and any copies of it) on termination of the Call-Off Contract.

16. Special Terms & Conditions

16.1. The following Defence Conditions (DEFCONs) apply:

DEFCON	EDN	DESCRIPTION
DEFCON 5J	Edn 18/11/16	Unique Identifiers
DEFCON 520	Edn 05/18	Corrupt Gifts and Payments of Commission
DEFCON 522	Edn 11/17	Payment and Recovery of Sums Due
DEFCON 538	Edn 06/02	Severability
DEFCON 539	Edn 08/13	Transparency
DEFCON 550	Edn 02/14	Child labour and Employment Law
DEFCON 658	Edn 10/17	Cyber
		Cyber Risk Level –Low

16.2. The following Defence Forms (DEFORMS) apply:

DEFFORM	EDN	DESCRIPTION
111	05/19	Addresses and Other Information
539A	Edn 08/13	Tenderer's Commercially Sensitive Information Form

Annex 1 – Statement of Requirements

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SUPPORT TO THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA - PEACE SUPPORT TRAINING INSTITUTE

BACKGROUND

- 1. British Peace Support Team (Africa) [BPST(A)] manages HMG support to building the capacity of African partner nations, in particular to improve their capability and capacity to undertake peace support operations (PSO).
- 2. The Ethiopian Ministry of National Defence (EMOND) has requested UK assistance in developing the intelligence capacity of its staff deploying on UN peacekeeping missions.
- 3. Over the last 8 years, the UK has delivered training to the Ethiopian National Defence Forces (ENDF) intelligence community. The format for this training has recently changed to better align it to the UK Africa strategy. In Feb 19, the UK funded and delivered its first peacekeeping intelligence training package at the Ethiopian Peace Support Training Institute (PSTI) to an international audience, based on UN policy. The outcome of this training, and one subsequent package¹, was better trained Ethiopian and regional peacekeepers.
- 4. This delivery is linked to the ENDF's commitment to UN peacekeeping missions in South Sudan, Abyei and Darfur, where it collectively contributes approximately 6,600 troops, making it the world's largest UN troop contributing country (TCC). Other regional TCCs and police contributing countries (PCCs) that would benefit from this training include Tanzania and Rwanda, who collectively deploy over 7,600 troops on UN operations every year. Although focused on UN peacekeeping, the training would also benefit individuals deploying to AMISOM.
- 5. The UN has identified tactical-level intelligence as a capability gap among TCCs on peacekeeping operations. This is linked particularly to the UN military component's role in the protection of civilians and force protection.

REQUIREMENT SUMMARY

6. Commercial support is required to deliver three iterations covering financial years (FY) 21/22, 22/23 and 23/24 of an intelligence training package set in a UN peacekeeping context and reflective of UN policy, doctrine and standards, the Geneva Convention and International Human Rights law. The requirement is for three deliveries of a 2-week training package comprising two separate concurrent courses - one on human intelligence (HUMINT) and the other on advanced intelligence analysis. Each course will cater for a class size of approximately 20 national and international students. The exact composition of the training package will be agreed once a supplier is confirmed.

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¹ Delivered in Feb 2020.

- 7. The requirement includes curriculum design² (year one only), delivery and evaluation of the training package. The activity supports the development of Ethiopian and regional T / PCCs' capacity to conduct better intelligence-led activities on UN peacekeeping operations.
- 8. The training package is to be developed by the supplier in close consultation with BPST(A) and is to include the following elements:

HUMINT

<u>Objective</u>: HUMINT practitioners that are able to plan and conduct HUMINT activities in a UN peacekeeping environment:

- The intelligence cycle and its integration into operations
- Geneva Conventions and Human Rights Law
- The principles of intelligence
- HUMINT oversight
- Planning HUMINT operations
- HUMINT management
- · Questioning skills
- Meeting human contacts
- Face-to-face debriefing
- Risk assessments
- Report writing

ADVANCED INTELLIGENCE ANALYSIS

<u>Objective</u>: intelligence staff officers able to advise, plan, collect and disseminate intelligence in support of UN peacekeeping mandated tasks:

- The intelligence cycle and its integration into operations
- Geneva Conventions and Human Rights Law
- The principles of intelligence
- · Advanced analysis tools critical thinking and analysis methodologies
- Common perceptual and cognitive biases
- Key assumptions check
- Quality of information check
- Indicators or signposts of change
- Analysis of competing hypotheses
- Red teaming
- Risk analysis
- Working to the commanders / mission PIRs
- Intelligence gap identification methods and requirements planning
- Open source information gathering processes
- Human terrain analysis
- Reporting
- Scenario building scenarios

² Unless the contractor has been used by BPST(A) in the past and has already been paid for curriculum development.

SCOPE OF SERVICES

- a. The first delivery of the 2-week training package is to be scheduled within the period 28 February 31 March 2022 (exact dates to be confirmed by ENDF once fallout from COVID-19 crisis known). Significant changes to the course delivery date should be agreed between the supplier and BPST(A). The Yr 2 and Yr 3 delivery dates are yet to be scheduled but likely to be each March.
- 9. The development of the programme and training materials will precede this delivery date as stated below:
 - a. **On confirmation of contract award**: Engagement with BPST(A) project officer to confirm the general timeline for delivery and agree a detailed work plan. This will be via correspondence and Skype / phone. No funding is included for face to face meetings.
 - b. **4 weeks prior to delivery**: the production of a 2-week training package for consideration by the PSTI and project officer. The purpose of this task is to ratify course content, the facility requirements and life support requirements. This phase will be concluded with agreement of the issues mentioned above.
 - c. Delivery of the training package UN peacekeeping intelligence. The course modules comprise 10 days of content delivery with a total of not more than 13 days funded activity for each delivery.
- 10. <u>Outputs and Deliverables</u>. The supplier, under the direction of the project officer, shall:
 - a. Design and produce training programmes, associated training materials and training aids, deliver instructional periods, conduct syndicate room activities and associated classroom-based exercises for each module.
 - b. Produce all student hand out material and electronic media supply.
 - c. Conduct an evaluation of the activity, including meeting monitoring and evaluation (M&E) requirements, as defined by BPST(A).
 - d. Instruct, mentor and evaluate students at all times, including during scenario-based activities.
 - e. Produce a report to BPST(A) detailing the conduct of the activity including an evaluation of student activity and lessons learned, in line with BPST(A) guidance.
 - f. Participate in meetings and skype calls.
- 11. <u>Services</u>. The following additional services shall be provided by the supplier:
 - a. <u>Scenario development</u>. The supplier will use the UN-endorsed Carana scenario (a chapter 7, UN peacekeeping operation based in Africa) and develop, as required, a derivative special idea that students are not familiar with and associated maps and graphics. The

scenario must have sufficient detail to provide the framework for syndicate work and planning exercises with an appropriate level of granularity in human and physical terrain to facilitate learning outcomes.

- b. <u>Production of training material</u>. To include printing and electronic media to support the delivery of the training as required. The supplier, in accordance with this SOR, will develop training material to aid student learning and produce an aide memoire for all students to take away after the course. The content of training material, aide memoires and mapping to support the training scenarios shall be agreed with the project officer. The supplier should expect to be responsible for production costs.
- 12. The supplier will be supported by a BPST(A) project officer who will act as a key interlocutor with the PSTI during programme development, programme delivery and post-programme evaluation.
- 13. The BPST(A) project officer will enable all the detailed requirements listed below:
 - a. <u>Office space</u>. BPST(A) will identify and secure appropriate space for each training activity, which shall include an instructors' room with electrical power and appropriate furniture.
 - b. <u>Security</u>. The course will be conducted under the security provisions provided by Ethiopian national security forces. The supplier support will operate under the management of the BPST(A) project officer who will provide a risk assessment for this programme of works. The project officer shall provide a security brief in coordination with the British Embassy on arrival in country.
 - c. <u>Transportation</u>. BPST(A) will arrange transport for suppliers to and from the training facility for the duration of the training package.
 - d. <u>Administration</u>. BPST(A) will coordinate administration for students, including joining instructions, local transport, accommodation and feeding arrangements, and medical facilities.
 - e. <u>Training material and facilities</u>. Classrooms, projectors, flip charts, white boards and stationery will be provided by the PSTI. Equipment purchased by the supplier for the purposes of the training course remains the property of the supplier.
 - f. <u>Instructor flights, accommodation and subsistence</u>. BPST(A) will arrange and meet the costs of flights from the UK to Ethiopia, and accommodation and subsistence in Addis Ababa for supplier staff.³
- 14. <u>Training Audience</u>. BPST(A) will coordinate with ENDF and regional TCCs to ensure that the course participants meet the necessary course entry standards as highlighted below:
 - a. Intelligence practitioners who are likely to take up intelligence related roles on UN peacekeeping operations at battalion or sector HQ levels of command (or police equivalent).
 - b. Already have a good understanding of the intelligence cycle and course related activities.
 - c. Have an appropriate level of English language skills oral and written and to be computer literate. (However, this cannot always be achieved and therefore the supplier should expect some of the student body to struggle with English. An interpreter will be made available if

³ Economy flights, BPST(A) approved hotel, and subsistence based on UK MOD rates.

necessary; however, student feedback in the past shows they gain understanding through breakout sessions and student discussion groups. The supplier is to be able to operate under such conditions and should take this into account during course design.)

The training package is to be designed for approximately 40 students (2 bespoke courses, each for 20 individuals). Feedback from previous courses held at the PSTI show that students like: time to discuss issues; handouts; and to conduct practical exercises. The supplier should take this feedback into account when producing the programme.

SPECIFIC REQUIREMENTS

- 15. <u>Time/Approach</u>. The requirement of days for each activity is described as follows:
 - a. Delivery. Training shall to be delivered in line with paragraph 9.
 - b. <u>Preparation in location</u>. Time will be allocated for the supplier to integrate with other training providers (ENDF, project officer, PSTI staff as appropriate), to prepare training facilities and to finalise the detailed programme on arrival at the training location. Trainers will be required in location 2 working days before the course start date (unless the trainers are already familiar with the training centre).
 - c. <u>Preparation at 'home location'</u>. There will be a requirement to prepare material in advance of the training package. Much of this work can be done remotely and will be agreed by the project officer on contract award. The supplier is to identify the number of days estimated to be required for course preparation, to include the refinement and production of associated materials. The preparation period should not exceed 3 days.
 - d. <u>Communication and Information Technology</u>. Suppliers should expect to deploy with their own laptop computers and mobile phones. WiFi internet access to a local mobile telephone provider is generally available, but the reliability of these services cannot be guaranteed. Data transfer is typically via 'thumb/flash drives'. The supplier should ensure it has its own means of communication and internet should this not be available in the training locations.
 - e. <u>Insurance</u>. The supplier shall be responsible for the provision of personal insurance, company liability and indemnity insurance, travel and medical insurance cover. This should be fully demonstrated in the contractor's submission.
- 16. <u>Location</u>. All training will take place at the PSTI in Addis Ababa, Ethiopia. Any alteration to this location is to be mutually agreed between the supplier and BPST(A).
- 17. Resources. Generically:
 - a. <u>Project Officer</u>. BPST(A) shall provide, or facilitate provision of, an individual with appropriate experience as the project officer for the training activity, responsible for overall coordination and monitoring the performance of the supplier. The supplier assigned to the training activity shall report directly to the project officer assigned the lead for that activity.
 - b. <u>Instructors</u>. CVs are to be provided for each instructor clearly demonstrating relevant experience.

c. <u>Monitoring and evaluation</u>. The training package is to incorporate BPST(A) M&E processes using methodology provided to the supplier one week before the training commences. M&E requirements include the completion of an on-line instructor evaluation form at the end of the course. The supplier will be expected to collect information during the course to inform the evaluation. In addition, the supplier will be expected to submit an end-of-course report, which should include training observations and lessons identified.

CONSTRAINTS

18. The first training package is to be delivered before 31 Mar 2022.

INTELLECTUAL PROPERTY RIGHTS (IPR)

19. The coursework, once delivered, becomes the property of the MOD.

Annex 2 – Schedule of Prices & Rates

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Line Number	Specification	DofQ	Total Qty	Delivery Date	Firm Price (£) Ex VAT	
1	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2022	Per course	A breakdown of the Firm Price for overall Course must be provided below
2	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2022	Per course	A breakdown of the Firm Price for overall Course must be provided below
3	Design and delivery of an Intelligence training package set in a UN peacekeeping context and reflective of UN policy - as per Annex 1 - Statement of Requirement	EA	1	2023	Per course	A breakdown of the Firm Price for overall Course must be provided below
				Tota	£ 73,891.50	

	Please provide a breakdown of the Total Firm Price provided at Line 1 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights At cost – see 'a' below, please provide an estimated cost			
ii	Rate of Man Training Days Qty includes travel, preparation in location and delivery by Senior Trainer/Project Manager			
iii	Rate of Man Training Days. Qty includes travel, preparation in location and delivery by 2 (two) trainers			
iv	Preparation at 'home location' by Senior Trainer/Project Manager			
V	Preparation at 'home location' by 2 (two) trainers			
vi	Travel & Medical Insurance			
vii	Personal Accident and KnR Coverage			
viii	Local travel to Airport in UK			

	Please provide a breakdown of the Total Firm Price provided at Line 2 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights At cost – see 'a' below, please provide an estimated cost			
ii	Rate of Man Training Days Qty includes travel, preparation in location and delivery by Senior Trainer/Project Manager			
iii	Rate of Man Training Days. Qty includes travel, preparation in location and delivery by 2 (two) trainers			

iv	Preparation at 'home location' by Senior Trainer/Project Manager			
V	Preparation at 'home location' by 2 (two) trainers			
vi	Primary Medical Care & Travel Insurance			
vii	Personal Accident and KnR Coverage			
viii	Local travel to Airport in UK			
	Total			

	Please provide a breakdown of the Total Firm Price provided at Line 3 above	£ Each	Qty	Firm Price (£) Ex VAT
i	Price of Return Flights At cost – see 'a' below, please provide an estimated cost			
ii	Rate of Man Training Days. Qty includes travel, preparation in location and delivery by Senior Trainer/Project Manager			
iii	Rate of Man Training Days. Qty includes travel, preparation in location and delivery by 2 (two) trainers			
iv	Preparation at 'home location' by Senior Trainer/Project Manager			
V	Preparation at 'home location' by 2 (two) trainers			
vi	Primary Medical Care & Travel Insurance			
vii	Personal Accident and KnR Coverage			
viii	Local travel to Airport in UK			
			Total	

Travel and Subsistence.

a. Air Travel will be reimbursed at cost on production of appropriate evidence, eg, ticket or receipt. Where it is necessary to travel by commercial airlines in pursuit of the Contract, the contractor should use any benefits acquired from travel undertaken on Contract deliverables (eg "Air Miles"/Avios), if possible, to offset the costs of further travel taken on behalf of the Authority.						

Annex 3 – Security Risk Disclaimer (back to Contents)

1.	nnex is not used for this requirement.		

Annex 4 - Processing, Personal Data & Data Subjects

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This Annex 4 shall be completed by the Controller, where required on a Call-Off Contract by Call-Off Contract basis, who may take account of the view of the Processor, however the final decision as to the content of this Annex 4 shall be with the Controller at its absolute discretion.

- 1. The contact details of the Controller's Data Protection Officer are: Lt Col Simon DD de Labillière
- 2. The contact details of the Processor's Data Protection Officer are: TBC
- 3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4. Any such further instructions shall be incorporated into this Annex 4.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, and in relation to Call-Off Contract 701027426, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 32.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Call-Off Contract to provide the service.
Duration of the processing	During the delivery of the courses which are to take place in Feb/Mar 2021, Mar 2022 and Mar 2023
Nature and purposes of the processing	The Processor will have the names of students and their ENDF unit details these details will be used to produce Course certificates for students.
Type of Personal Data being Processed	Student name and their ENDF unit details
Categories of Data Subject	Students (these are members of the Ethiopian National Defence Force)
Plan for return and destruction of the data once the processing is complete	Any records containing Student details will be destroyed within 5 working days of the course ending.
UNLESS requirement under union or member state law to preserve that type of data	

Annex 5 - Insurances

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REQUIRED INSURANCES (SCHEDULE 3 OF THE FRAMEWORK AGREEMENT REFERS)

CALL-OFF CONTRACT REFERENCE: 701027426

PART A: THIRD PARTY PUBLIC & PRODUCTS LIABILITY INSURANCE

1.INSURED

1.1 The Supplier.

2.INTEREST

2.1 To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person;

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5 of this Annex 1 to this Schedule 3) and arising out of or in connection with the provision of the Services and in connection with this Call-Off Contract.

3.LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one occurrence, the number of occurrences being unlimited, but £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) for any one occurrence and in the aggregate per annum in respect of products and pollution liability.

4.TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5.PERIOD OF INSURANCE

5.1 From the commencement date of the Call-Off Contract for the term of the Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing.

6.COVER FEATURES AND EXTENSIONS

6.1 Indemnity to principals clause.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils.
- 7.2 Nuclear and radioactive risks.
- 7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.
- 7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.
- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 for each and every third party property damage claim (personal injury claims to be paid in full).

9.APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART B: PROFESSIONAL INDEMNITY INSURANCE

1.INSURED

1.1 The Supplier.

2.INTEREST

2.1 To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the Period of Insurance by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

3.LIMIT OF INDEMNITY

3.1 Not less than £1,000,000 or 125% of the Charges payable by the Authority to the Supplier during the Call-Off Contract Term (whichever is the greater) in respect of any one claim and in the aggregate per annum.

4.TERRITORIAL LIMITS

4.1 Coverage must extend to cover all aspects of delivery of the Services by the Supplier to the Authority as described in Annex 1 - Statement of Requirement.

5.PERIOD OF INSURANCE

5.1 From the date of this Call-Off Contract and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the term of the Call-Off Contract or until earlier termination of the Call-Off Contract and (b) for a period of 6 years thereafter.

6.COVER FEATURES AND EXTENSIONS

6.1 Retroactive cover to apply to any claims made policy wording in respect of this Call-Off Contract or retroactive date to be no later than the commencement date of the Call-Off Contract.

7.PRINCIPAL EXCLUSIONS

- 7.1 War and related perils
- 7.2 Nuclear and radioactive risks

8.MAXIMUM DEDUCTIBLE THRESHOLD

8.1 Not to exceed £5,000 each and every claim.

9.APPLICABLE FIGURE FOR PURPOSES OF PARAGRAPH 7.2 (INSURANCE CLAIMS) OF SCHEDULE 3

9.1 Not applicable.

PART C: UNITED KINGDOM COMPULSORY INSURANCES

10. GENERAL

10.1 The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers' liability insurance and motor third party liability insurance.

Annex 6 – Supplier Code of Conduct

(APPENDIX B OF THE FRAMEWORK AGREEMENT REFERS)

(back to Contents)

1. This Annex is not used for this requirement.

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Liz Harding

Address: HO Commercial, F10 Innsworth House, Imjin Barracks, Innsworth, Gloucester, GL3

1HW

Email: Elizabeth.Harding784@mod.gov.uk

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

Name

Address:

Email:

3. Packaging Design Authority Organisation & point of contact:

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

7

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

Branch/Name:

77

(b) U.I.N.

- 5. Drawings/Specifications are available from N/A
- 6. Intentionally Blank

7. Quality Assurance Representative: N/A

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
- **23** 44 (0) 161 233 5397
- 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

- 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 22 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS 22 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS 22 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS 22 030 679 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

www.freightcollection.com

11. The Invoice Paying Authority

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

☎ 0151-242-2000 Fax: 0151-242-2809

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: <u>Leidos-FormsPublications@teamleidos.mod.uk</u>

* 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.

<u>Tenderer's Commercially Sensitive</u> <u>Information Form</u>

ITT Ref No:701027426
Description of Tenderer's Commercially Sensitive Information:
Nil
Cross Reference(s) to location of sensitive information in Tender:
N/A
Explanation of Sensitivity:
N/A
Details of potential harm resulting from disclosure:
N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters:
Name:
Position:
Address:
Telephone Number:
Email Address:

General Conditions

Third Party IPR Authorisation

AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.