

Contract Number 701281378

Purchase of 3D Anthropometric Body Scanner

Between the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland	And
Team Name and address: AIR COMMERCIAL, GENERAL ACQUISITION DCTT RAF COSFORD, S104 FLOWERDOWN HALL, WOLVERHAMPTON WV7 3EX	Contractor Name and address: Human Solutions GmbH Europaallee 10 Rheinland-Pfalz 67657 Kaiserslautern Germany
E-mail Address: REDACTED	E-mail Address: REDACTED
Telephone Number: REDACTED	Telephone Number: REDACTED

Standardised Contracting Terms

SC1B

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, , 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 Contract. 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 Contract, 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 of requirements.

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

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

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

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

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

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

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

2 General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated

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 schedules; and
 - (3) the documents expressly referred to in the agreement.
- 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. These terms and conditions, schedules 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

Information received or in connection with the Contract shall be managed in accordance with DEFCON 531 (SC1) and Clause 5.

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 Contract;
 - (4) marked with the number of the Contract; and
 - (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the Contract, 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
- c. 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.

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 Contract.
- 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 Contract.

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

9 Supply of Data for Hazardous Contractor Deliverables

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

(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 Contract (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 Contract:

(1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and

(2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:

(1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof;

(2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and

(3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.

f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.

g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and

10 Delivery / Collection

- a. The Contract 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. The Contractor shall ensure that each Contractor Deliverable is marked clearly and indelibly:
 - (1) in accordance with the requirements specified in the Contract, or if no such requirement is specified, with the MOD stock reference number, NATO Stock Number (NSN) or alternative reference number specified in the schedule of requirements;
 - (2) where the Contractor Deliverable has a limited shelf life, the marking shall include: the expiry date / date of manufacture, expressed as specified in the Contract or in the absence of such requirement, as month (letters) and year (last two figures); and
 - (3) ensure that any marking method used does not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- b. Where it is not possible to mark a Contractor Deliverable with the required particulars, these should be included on the package in which the Contractor Deliverable is packed.

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 Contract 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 Contract 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 b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

b. Nothing in this Contract shall operate to limit or exclude the Contractor's liability:

(1) for:

(a) any liquidated damages (to the extent expressly provided for under this Contract);

(b) any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);

(c) any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

(d) any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

(2) under Condition 7 of the Contract (Intellectual Property), and DEFCONs 91 or 638 (SC1) where specified in the contract;

(3) for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or sub-contractors;

(4) for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

(5) in relation to the termination of this Contract on the basis of abandonment by the Contractor;

(6) for breach of the terms implied by Section 2 of the Supply of Goods and Services Act 1982; or

(7) for any other liability which cannot be limited or excluded under general (including statute and common) law.

c. The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

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

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

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

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

DEFCON 524A (SC1) (Edn. 08/20) – Counterfeit Materiel

DEFCON 528 (Edn. 07/17) – Import and Export Licenses

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

DEFCON 532B (SC1) (Edn. 08/20) – Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)

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

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

DEFCON 538 (Edn. 06/02) – Severability

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

DEFCON 620 (SC1) (Edn. 12/16) - Contract Change Control Procedure

DEFCON 627 (Edn. 12/10) - Quality Assurance - Requirement for a Certificate of Conformity

DEFCON 658 (SC1) (Edn. 11/17) – Cyber Risk Profile - Moderate

Note: Further to DEFCON 658 the Cyber Risk Profile of the Contract is Moderate, as defined in Def Stan 05-138.

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by:</p> <p><i>Sgt Dale Jones</i></p> <p><i>RAF CAM</i></p> <p><i>RAF Henlow</i></p> <p><i>Bedfordshire</i></p> <p><i>SG16 6DN</i></p>
Data Processor	<p>The Data Processor is the Contractor. The Personal Data will be processed at:</p> <p><i>RAF CAM</i></p> <p><i>RAF Henlow</i></p> <p><i>Bedfordshire</i></p> <p><i>SG16 6DN</i></p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><i>Tri Service Aircrew and Initial recruits</i></p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><i>Names, Service Numbers and Medical data.</i></p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p><i>Anthropometric data</i></p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows:</p>

	<i>3D Anthropometric Human Scanning</i>
Nature and the purposes of the Processing	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p><i>Anthropometric data capture used to facilitate the assessment of aircrew suitability for aircraft platform types and initial recruit clothing selection. The data captured will be stored electronically and treated as official sensitive/medical in confidence, only disseminated to persons requiring the information in the execution of the aforementioned tasks.</i></p>
Technical and organisational measures	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The Classification of the material to be handled should not exceed OFFICIAL in nature.</p> <p>All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.</p> <p><i>[Provide an overview of the measures described in the System Requirements, Statement of Work and/or the controls required in accordance with the Cyber Risk Profile relevant to the Contract, as detailed in Annex A to Def Stan 05-138. Examples include anonymisation, authorised access, data processed on closed/restricted systems]</i></p>
Instructions for disposal of Personal Data	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><i>The data will be archived electronically and will be retained for the life of the hardware in use.</i></p>
Date from which Personal Data is to be processed	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p>N/A</p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

Schedule 2 - Schedule of Requirements

Item No.	Item Details	Total Qty	Price in Pounds Sterling (£) Ex VAT
			Per Item
1	SOR Reference B.1a static machine solution	1	REDACTED
2	SOR Reference B.1b mobile machine solution	1	REDACTED
3	3D Computer Aided Design (CAD) Cockpit Integration Software SOR Reference B.3	1	REDACTED
4	Train the Trainer training on hardware and software SOR Reference B.3	1	REDACTED
5	Delivery Costs/Shipping		REDACTED

Total Contract Value

£338,178

**DELIVERY CURRENTLY 7 WEEKS FROM THE DATE OF CONTRACT AWARD.
DELIVERY EXPECTED JULY 20TH 2021**

Schedule 3 - Contract Data Sheet

Contract Period	<p>Effective date of Contract: 25th May 2021</p> <p>The Contract expiry date shall be: 25th May 2022</p>
Clause 6 - Notices	<p>Notices served under the Contract can be transmitted by electronic mail. Notices served under the Contract shall be sent to the following address:</p> <p>Authority: S104 Flowerdown Hall RAF Cosford Wolverhampton WV7 3EX</p> <p>Contractor: Human Solutions GmbH Europaallee 10 Rheinland-Pfalz 67657 Kaiserslautern Germany</p>
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	<p>Is a Deliverable Quality Plan required for this Contract? No</p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p>Other Quality Assurance Requirements: N/A</p>
Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p>

		<p>a) The Authority's Representative (Commercial)</p> <p>b) DSALand-MovTpt-DGHSIS@mod.uk</p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)</p> <p>Movement Transport Safety Regulator (MTSR)</p> <p>Hazel Building Level 1, #H019</p> <p>MOD Abbey Wood (North)</p> <p>Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause 10 – Delivery/Collection	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor: Yes</p>	
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>To Industry Standard</p>	

Clause 13 – Progress Meetings	<p>The Contractor shall be required to attend the following meetings:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Location: N/A</p>
Clause 13 – Progress Reports	<p>The Contractor is required to submit the following Reports:</p> <p>Type: N/A</p> <p>Frequency: N/A</p> <p>Method of Delivery: N/A</p> <p>Delivery Address: N/A</p>

Schedule 4 - Contractor's Commercially Sensitive Information Form (i.a.w. Clause 5)

Contract No: 701281378
Description of Contractor's Commercially Sensitive Information: N/A
Cross Reference(s) to location of sensitive information: N/A
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):

Contact Details for Transparency / Freedom of Information matters:

Name: Susanne Kiel

Position: Senior Manager Partner Sales

Address: Europaallee 10, 67657 Kaiserslautern, Germany

Telephone Number: +49 631 343593-66

Email Address: skiel@human-solutions.com

Schedule 5 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract

Data Requirements for Contract No: 701281378

**Hazardous Contractor Deliverables, Materials or Substances
Statement by the Contractor ANNEX E to Schedule 2 DEFFORM 68 Edition 07/12**

Contract No: 701281378

Contract Title: Purchase of 3D Anthropometric Body Scanner

Contractor: Industrial Maintenance Services Limited

Date of Contract: 20 May 2021

* To the best of our knowledge there are no hazardous Articles, materials or substances to be supplied.

REDACTED

DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: Isabella Hickman

Address: S104 Flowerdown Hall RAF Cosford Wolverhampton WV7 3EX

Email: Isabella.Hickman100@mod.gov.uk ☎☎ 0300 158 9903

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

Name: Flight Sergeant Dale Jones

Address: SE Tech FS Team A AEIG Building 127 RAFCAM RAF Henlow Bedfordshire SG16 6DN

Email: dale.jones201@mod.gov.uk ☎☎ 0300 160 1850

3. Packaging Design Authority Organisation & point of contact:

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

☎☎

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

Branch/Name:

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from: N/A

6. Intentionally Blank

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority

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

☎☎ 44 (0) 161 233 5397

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

Street, Manchester, M1 2WD

☎☎ 44 (0) 161 233 5394

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

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

A. 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

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: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

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

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

Deliverables

Deliverables Note

This matrix is intended to provide an overview of the parties' contractual obligations to assist with contract management. It does not form part of the contract and should not be relied upon to aid interpretation of the contract. In the event of any conflict, inconsistency or discrepancy between this matrix and the contract, the terms of the contract shall take precedence.

Supplier Contractual Deliverables

Supplier Contractual Deliverables

Name	Description	Due	Responsible Party
Import Licences Condition 8.d	Apply for and obtain all necessary licences		Supplier Organization
Contract Data Sheet Condition 9.c	provide a Safety Data Sheet in respect of each Dangerous/Hazardous Material or substance supplied or deliverable containing such.		Supplier Organization
Payment Condition 14.b	Submission of Invoices		Supplier Organization
Payment Condition 14.c	Payment		Supplier Organization

Buyer Contractual Deliverables

Buyer Contractual Deliverables

Name	Description	Due	Responsible Party
Termination Condition 16, 17, 18	Written notice of Termination due to corrupt Gifts as stipulated in the contract		Buyer Organization
Transparency Condition 5.b	Redact documents prior to publishing in line with contract.		Buyer Organization
Notification of Claim Condition 7.b	Notify contractor of any third party claim and assist the contractor to dispose of said claim		Buyer Organization
Import Licences Condition 8.d	Assist application for licences that are defence/security related		Buyer Organization

Quality Assurance Conditions

AQAP 2131 NATO Quality Requirements for Final Inspection. Edition C Version 1

AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.

Certificate of Conformity shall be provided in accordance with DEFCON 627.

No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.

Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 3.

Statement of Requirement
Anthropometric Measuring machine with associated mobile solution and 3D Avatar Software for data manipulation and cockpit space assessment

A General Requirements

A.1 Scope of Requirement

- A.1.a This Statement of Requirement addresses the provision of an Anthropometric measuring Solution to facilitate the expedient capture of human measurement data .
- A.1.b To fully enable the capture of Anthropometric data used to provide assurance that the Aircrew are suitably sized and fitted for their intended Aircraft platform or limited only to those platforms they are within the sizing limits to operate in. The machine shall include the following:
1. Be no larger than 305cm in height and 183cm in width.
 2. Can be collapsed as a mobile solution or a secondary mobile solution additionally provided as part of the contract.
 3. Can provide 150 Anthropometric body measurements within 8 seconds.
 4. Can provide a repeatable accurate Anthropometric result of the same subject.
 5. Can provide the measurements from a socially distanced platform with minimal human interaction with the subject.
 6. Additional automatic measurements can be identified and added by the customer.
 7. Can provide a full detailed report in multiple formats for supply of data to clothing manufacturing.
 8. Can create a 3D Avatar/s for further data manipulation.
 9. Has associated Aircraft 3D Avatar cockpit space data manipulation Software.
 10. Has 3D Avatar data manipulation software.
 11. Can be provided as a standalone solution with nil requirement for attachment of peripheral MOD IT.
 12. Can store measurement data and share captured data as a standalone solution.
 13. Can adhere to the Caldicott principles.
- A.1.c To Deliver a Hardware Train the Trainer package to the intended Users during delivery of the solution.
- A.1.d To Deliver a Software Train the Trainer package to the intended Users during delivery of the solution.
- A.1.e The machine shall have the capability to enable the user to adhere to DEF STAN 05-134 (Specification for the Integration Testing of Aircrew Equipment Assemblies and Survival Equipment)
- A.1.f The machine shall have the capability to enable the user to adhere to DEF STAN 00-250 (Human Factors Integration for Defence Systems Part 3)

- A.1.g All work shall be carried out in accordance with current regulations and standards (ISO9001:2015 or equivalent) appertaining to the type of work undertaken.
- A.1.h All materials required to carry out the task shall be supplied by the Contractor unless otherwise stated within the final agreement.
- A.1.i The whole of the work shall be undertaken without MOD assistance unless otherwise stated and agreed.

A.2 Definitions

- A.2.a In addition to the definitions detailed in the Terms and Conditions of the Contract the following definitions shall also apply. Where the definitions below contrast to those detailed in the Terms and Conditions of the Contract then the definitions within the Terms and Conditions of the Contract shall take precedence.

<u>Definition</u>	<u>Interpretation</u>
Contractor's Personal Use	Any use of MoD furnished property, facilities or equipment intended for the primary benefit of the Contractor or the Contractor's Personnel which is contrary to the MoD's interests is considered personal use.
Contractor's Personnel	Any employees, including sub-contractors or other agents working on behalf of the Contractor, shall be deemed the Contractor's Personnel.
Designated Officer	The Designated Officer is the MOD representative responsible for the Requirement and is defined at Box 2 of DEFFORM 111 of this contract.

- A.2.b In addition to the abbreviations and acronyms detailed in the Terms and Conditions of the Contract the following abbreviations and acronyms will be used.

<u>Abbreviation or Acronym</u>	<u>Interpretation</u>
ACoP	Approved Code of Practice
CAD	Computer Aided Design
COSHH	Control of Substances Hazardous to Health
DEF STAN	Defence Standard
DO	Designated Officer
MHSWR	Management of Health and Safety at Work Regulations
MOD	Ministry of Defence
PUWER	Provision and Use of Work Equipment Regulations
RAF	Royal Air Force
SC	Security Check
SoR	Statement of Requirement

A.3 References

A.3.a In addition to the references detailed in the Terms and Conditions of the Contract the following references shall also apply as well as any subsequent revisions and amendments to the references. This list does not absolve the Contractor from conforming to any other relevant publications.

<u>Reference</u>	<u>Version</u>	<u>Source</u>
The Control of Substances Hazardous to Health Regulations 2002 (as amended) – Approved Code of Practice and Guidance (COSHH)		http://www.hse.gov.uk/coshh/
Data Protection Act 2018	2018 c.12	https://www.legislation.gov.uk/ukpga/2018/12/contents/enacted
Government Security Classifications		https://www.gov.uk/government/publications/government-security-classifications
Health and Safety at Work Act 1974		http://www.hse.gov.uk/legislation/hswa.htm
Management of Health and Safety at Work Regulations 1999 - Approved Code of Practice and Guidance (MHSWR)		http://www.legislation.gov.uk/uksi/1999/3242/contents/made
Provision and Use of Work Equipment Regulations 1998 – Approved Code of Practice and Guidance (PUWER)		http://www.hse.gov.uk/work-equipment-machinery/puwer.htm
ISO9001	2015	https://www.iso.org/iso-9001-quality-management.html
Defence Standard 00-251	Issue 1 Feb 16	https://www.dstan.mod.uk/StanMIS/DefStan/Edit/4815
Defence Standard 05-134	Issue 1 Jun 15	https://www.dstan.mod.uk/StanMIS/DefStan/Edit/4467
Caldicott Principles		https://www.ukcgc.uk/manual/principles

A.4 Site

A.4.a The Site for the delivery of all services is Royal Air Force Centre of Aviation Medicine, RAF Henlow, Henlow, Bedfordshire, SG16 6DN.

A.5 Security

A.5.a All information related to or generated by this Contract is to be treated in the appropriate manner in accordance with Government Security Classifications. The Classification of the material to be handled should not exceed OFFICIAL in nature.

A.5.b All personal data processed under this Contract is to be treated in accordance with the Data Protection Act 2018.

A.6 Site Access

A.6.a Escorted, if required. Site access is to be organised via the Designated Officer.

A.7 Safety and Environmental Provisions

A.7.a When on the Site the Contractor is to comply with all MOD Safety, Health and Environmental Protection regulations and policy.

A.7.b Prior to any work commencing on MOD property, the contractor will be required to forward the following:

1. Risk Assessment.
2. Method Statement.
3. Copy of the company's Health and Safety Policy.
4. Certification and tests of plant and equipment being employed.
5. COSHH assessments for any hazardous materials being brought and used on site.

A.7.c Contractor shall supply all tools and lifting equipment (with current certification) and any other equipment as necessary to complete the task.

A.7.d All work shall be carried out in accordance with all current Regulations and Standards appertaining to the type of work undertaken.

A.8 Hours of Operation

A.8.a All services to the Site shall be delivered between the hours of 08:00 - 16:00 on weekdays with exception of recognised UK Bank Holidays and Public Holidays. Work outside of these hours will only be undertaken following the issue of a formal approval by the Designated Officer using the appropriate Contract Demand Order Form.

A.9 Quality Assurance

A.9.a AQAP 2110 Edition D Version 1 NATO Quality Assurance Requirements for Design, Development and Production.

A.9.b Certificate of Conformity shall be provided in accordance with DEFCON 627.

A.9.c No Deliverable Quality Plan is required reference DEFCON 602B 12/06.

A.9.d Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 6 - Quality Assurance Procedural Requirements - Concessions.

A.9.e Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 3 - Quality Assurance Procedural Requirements - Contractor Working Parties.

A.9.f Where GQA is performed against this contract it will be in accordance with AQAP 2070 Edition B Version 3.

A.10 Contract Monitoring

A.10.a For the purposes of contract monitoring, representatives of the Contractor will routinely report to the Designated Officer on the performance of the Contract.

- A.10.b The Contractor is responsible for the performance of the Contract by any sub-contractors or other agents working on behalf of the Contractor. The Contractor is to deal with any issues relating to any sub-contractors or other agents working on behalf of the Contractor, this however does not exclude sub-contractors or other agents working on behalf of the Contractor from attending any Contract Monitoring meeting or contributing to any report where it is appropriate for such sub-contractors or other agents to do so.
- A.10.c If any sub-contractors or other agents working on behalf of the Contractor are found unsuitable, for whatever reason, the Contractor is to engage with the relevant sub-contractors or other agents to broker a resolution.

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
<u>B</u>	<u>Deliverable Requirements</u>			
B.1a	To Anthropometrically Measure the Human Form using a static machine solution	<p>The Measurements are to:</p> <ol style="list-style-type: none"> 1. Be accurate (+/- 3mm tolerance) and repeatable. 2. Be a minimum of 150 separate measurements in total. 3. Be able to be supplied to clothing manufacturers to produce Aircrew Equipment Assemblies. 4. Be provided alongside a 3D image. 	1	<p>Suitable to carry out cockpit integration of Aircrew Equipment Assemblies within the following areas:</p> <ol style="list-style-type: none"> 1. Enable integration assessment of prototype clothing. 2. Enable the assessment of modified Aircrew Equipment Assemblies 3. Enable the assessment of the produced 3D AVATAR within the cockpit space 4. Enable the measurement of Basic Recruit and Initial Aircrew Courses.
B.1b	To Anthropometrically Measure the Human Form using a mobile machine solution	<p>The Measurements are to:</p> <ol style="list-style-type: none"> 1. Be accurate (+/- 3mm tolerance) and repeatable. 2. Be a minimum of 45 separate measurements in total. 3. Be able to be supplied to clothing manufacturers to produce Aircrew Equipment Assemblies. 	1	<p>General: Measurements are to be able to be disseminated in Word, PDF, Excel, and CSI document formats.</p>

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.2	Software	<p>1. Supplier to provide device software and updates to software during licences period of software.</p> <p>2. Supplier to provide 3D cockpit Space CAD software with assisted programming to enable full use as part of the solution.</p>	1	
B.3	Training	<p>Supplier is to deliver Train the Trainer training on hardware and software of the solution. Training is to be delivered virtually.</p> <p>ANTHROSCAN Basic Training (Scanner & Scanner Software) Training for 2 days (16hrs) 16hrs to be split into 2-3 training sessions covering the following topics:</p> <ul style="list-style-type: none"> • Scanner Handling • Height Calibration • ANTHROSCAN software training • Specific training documents <p>ANTHROSCAN Developer Training for R&D (Scanner Software) Training for 3 days (24hrs) 24hrs to be split into 3-4 training sessions covering the following topics:</p> <ul style="list-style-type: none"> • ANTHROSCAN measuring scenarios • Configuration of ANTHROSCAN wizards • Implementation of measurements. Specific training documents 	1	<p>8 personnel are to receive virtual training to enable them to competently use the solution and related software. The training received is to enable the trained personnel to deliver in house training. Training is to be delivered within 2 weeks of the installation of the device at B.1.</p>

<u>Ref</u>	<u>Requirement</u>	<u>Additional Information</u>	<u>Quantity</u>	<u>Standard of Performance</u>
B.3	Training	<p>RAMSIS Training (3D Computer Aided Design (CAD) Cockpit Integration Software) Training for 3 days (24hrs) 24hrs to be split into 6 training session covering the following topics:</p> <ul style="list-style-type: none"> • RAMSIS Aircraft NextGen • RAMSIS Defence 		
B.4	Maintenance / Support	<p>Supplier to provide an initial warranty on the solution at B.1a for a period of at least 3 years. The warranty is to include free replacement of defective components.</p> <p>Supplier to provide an initial warranty on the solution at B.1b for a period of 12 months.</p>	1	<p>The support provided is to feature Hotline support (telephone/email) and Online support (online diagnostics and maintenance) for Hardware & Software. The software support is to include free of charge license upgrades and software updates. This support shall apply to both the Items delivered at B.1a & B.1b.</p>
B.5	Documents	Supplier to provide copies of appropriate instruction, technical and training documentation for the solution provided.	1	

Annex B CSM - Cyber Implementation Plan Template

Contract title **Purchase of 3D Anthropometric Body Scanner**

MOD contract number: **701281378**

CSM Risk Acceptance Reference: **RAR-ASM22PZZ**

CSM Cyber Risk Profile: **Moderate**

Name of Supplier: **Human Solutions GmbH**

(To be shared with the MOD

only)

Current level of Supplier compliance: **None**

Reasons unable to achieve full compliance:

1. Your organisation does not ensure that any offshoring arrangements are in line with and meet HM Government and Ministry of Defence policy for the handling of such information.
2. Your organisation does not ensure that administrative access is performed over secure protocols using multifactor authentication.
3. Your organisation does not monitor network behaviour and analyse events for potential incidents.
4. Your organisation has not defined and implemented a policy for applying security vetting checks to employees.
5. Your organisation has not undertaken personnel risk assessments for all employees and contractors and ensured that those with specific responsibilities for information security have sufficient and appropriate qualifications and appropriate levels of appropriate experience.
6. Your organisation does not have Cyber Essentials certification that covers the scope of the contract.
7. Your organisation does not have Cyber Essentials Plus certification that covers the scope of the contract.

Measures planned to achieve compliance / mitigate the risk with dates:

1. To our best knowledge offshoring arrangements do not apply to us, nor do we have any of such arrangements in place.
2. In fact all administrative access is already established using SSH protocols. For all Linux machines a 2FA is in place as well. Implementation of 2FA for administrative

access to Windows machines is planned within the next 18 months.

3. A new firewall has been already ordered that will be monitoring and analyze all external network traffic. Implementation is planned within the next 8-10 weeks.

4. After consulting with our HR department we can confirm that security vetting checks are applied to employees according to the legal requirements and to the extend German law allows. None of standards in the SAQ selection apply though. For our vetting checks we orient ourselves to the German Standard SÜG (Sicherheitsüberprüfungsgesetz - SÜG)

5. After consulting with our Data Privacy Officer we can confirm that personal risk assessments are undertaken for all employees and we ensure those employees with specific responsibilities for information security have sufficient qualifications and experience.

6. + 7. We currently do not hold a Cyber Essentials (Plus) certification and we do not intend to get certified. However, we hold a TISAX certification which covers relevant IT security measures, we have implemented company specific IT security measures and all IT and data privacy relevant measures are implemented in compliance with EU GDPR (General Data Protection Regulation) rules.

Anticipated date of compliance/ mitigations in place: Please refer to Measures planned above

Risk Accepted and by whom: Yes

Notified (If applicable): N/A

Decision recorded on Octavian: No

Name: Flt Lt Fraser Reid

Position: SO3 Cyber Security and Information Assurance AIR WARP AIR PSyA

Date: 30/03/2021