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Maritime &
Coastguard
Agency

**MEMORANDUM OF
UNDERSTANDING BETWEEN
THE HOME OFFICE
AND
THE MARITIME AND
COASTGUARD AGENCY (MCA)**

**FOR THE PROVISION OF THE MCA AERIAL DISPERSANT SPRAY
SPOTTER AIRCRAFT FOR PROACTIVE RECONNAISSANCE TRIALS**

JUNE 2021

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Document Control

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THIS MEMORANDUM OF UNDERSTANDING (which expression shall include the Schedules) ("**MoU**") is between the following parties (the "**Parties**");

(1) The Maritime and Coastguard Agency (MCA) whose principal place of business is at Spring Place, 105 Commercial Road, Southampton, Hampshire SO15 1EG "**the MCA**";

and

(2) Home Office Clandestine Channel Threat Command whose principal place of business is at 4th Floor Peel Building, 2 Marsham Street, London, SW1P 4DF "**the Home Office**";

Background and Status of MoU

- A. The MCA and the Home Office have agreed to work together on the Project, as defined in this MoU.
- B. This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.
- C. This MoU is not intended to be legally binding or to create legal obligations or legal rights between the Parties. However, the Parties enter into this MoU intending to honour all their obligations.
- D. This MoU shall not replace nor shall it override any contracts, MoUs or procedures which are already in place between the MCA and any other government body or supplier at the time of signing. Nor shall this MoU curtail in any way the MCA's autonomy of action within these pre-existing contracts, MoUs or procedures. In any conflict between the terms of this MoU and those of any pre-existing contract, MoU or procedure, the latter shall take precedent unless changes are mutually agreed by the parties to those contracts, MoUs or procedures.
- E. The purpose of the MoU is to set out the agreement between the Parties to allow the Home Office to utilise the MCA's Spotter Aircraft maintained as part of its Aerial Dispersant Spray Contract with its Supplier, RVL, in order to meet its objective to trial new technology for use in identifying small boats launching from the French coast to cross the Dover Strait.
- F. In order to meet this requirement, the MCA shall instruct the Supplier of its Aerial Dispersant Spray Service by way of a contract variation to make all necessary modifications to the Spotter Aircraft (detailed in the

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Proposal in Annex A) so as to be able to carry the equipment to be trialled.

- G. Both the RVL Final Proposal for the Provision of a Proactive Reconnaissance Trial (Annex A) and the Proactive Reconnaissance Trial Flight Booking Process (Annex B) form part of this MoU in respect of defining the deliverables to be provided to the Home Office during the 12-week installation of equipment and the subsequent 12-week Reconnaissance trial and the terms under which the Supplier and the MCA will provide them. By signing this MoU both the MCA and Home Office confirm that they will abide by these terms.
- H. The MCA and the Home Office have agreed that the Home Office will reimburse the MCA for any and all additional costs incurred as a result of the Supplier implementing the Proposal.

The Parties have agreed to cooperate under this MoU as follows:

1. Definitions and Interpretation

1.1. Unless the context otherwise requires:

- references to 'this MoU' must be construed as a reference to this document as varied or amended in accordance with its terms;
- reference to a person includes a legal entity; and
- words importing a gender include all genders and words importing the singular include the plural and vice versa.

1.2. In this MoU unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Aerial Dispersant Spray Campaign" means a programme of urgent reactive flights undertaken by the MCA's Supplier, RVL, to apply chemical dispersant to an oil slick at sea using a 737 400 which is directed by the Spotter Aircraft

"Aerial Dispersant Spray Contract Team" means the management team, currently with the MCA responsible for managing the delivery of the Aerial Dispersant Spray Contract Services.

"Charges" means the agreed fee for the provision of the Proactive Reconnaissance Trial Services as defined in Annex A.

"Commercially Sensitive Information" means the information listed in the Commercially Sensitive Information Schedule comprised of information:

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- a) which is provided by the Customer to the Supplier(s) in confidence for the period set out in that Schedule; and/or
- b) that constitutes a trade secret.

“Confidential Information” or **“Classified Information”** means any information which has been designated as confidential or classified by either Party in writing or that ought to be considered as confidential or classified (howsoever it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data within the meaning of the GDPR, but does not include information which:

- a) was public knowledge at the time of disclosure (otherwise than by breach of Clause 11 (Confidential Information));
- b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- d) is independently developed without access to the Confidential Information.

“Coordinating Authority” means the recipient of the Services and any data generated during a Task.

“Contract” means the contract for provision of Aerial Dispersant Spray Services between the MCA and the Supplier dated 1 February 2012 as varied from time to time;

“Data Protection Legislation” has the meaning given to it in the following laws (as applicable):

- a) the Data Protection Act 2018;
- b) the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time;
- c) any other applicable laws relating to the processing of personal data and privacy; and
- d) all applicable guidance, standard terms, codes of practice and codes of conduct issued by the Information Commissioner and other

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relevant regulatory, supervisory and legislative bodies in relation to such laws.

“DPA 2018” means the Data Protection Act 2018.

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“GDPR” means the General Data Protection Regulation (Regulation (EU) 2016/679) and **“Controller”**, **“Personal Data”** and **“Processor”** have the meaning given to them in the GDPR.

“Intellectual Property” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, know-how, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Home Office Task” means a mission conducted by the aircraft for the purpose of the Home Office’s Proactive Reconnaissance Trial.

“Law” means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972 (and successor legislation after EU Exit), regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

“Law Enforcement Purposes” means as it is defined in DPA 2018.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“MoU” means this Memorandum of Understanding for the provision of the MCA Aerial Dispersant Spray Spotter Aircraft for the Proactive Reconnaissance Trials, inclusive of all annexes.

“MoU Representatives” means the lead representatives of each Party (one to be provided by each Party), as described in Clause 5.

“Parties” means the signatory parties to this MoU.

“Personal Data” means as it is defined in the GDPR.

“Planned Maritime Patrols” means proactive, non-urgent, maritime patrols conducted by the Spotter Aircraft on behalf of the MCA or its stakeholders

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“Project” means the Proactive Reconnaissance Trial detailed in the Final Proposal in Annex A.

“Project Board” means the board described in Clause 4.1.

“Proposal” means the final proposal submitted by RVL and agreed by Home Office and MCA detailing the scope of work to be undertaken, the timelines and the costs, as included in Annex A.

‘Security Aspects Letter’ means the document setting out any required special handling instructions for sensitive material or data.

“Services” has the meaning given to it in the Contract.

“Spotter Aircraft” means the King Air B200, serial number BB1832, used by RVL to direct its 737 400 in aerial dispersant spray campaigns under the Aerial Dispersant Spray Contract and in undertaking maritime patrols on behalf of the MCA, and which shall be modified to undertake the Proactive Reconnaissance Trials.

“Spotter Services” means the use of the Spotter Aircraft in its safety and targeting role in an Aerial Dispersant Spray Campaign.

“Supplier” means RVL.

“Tasking Authority” means the Aeronautical Rescue Coordination Centre (ARCC) which shall have overriding authority with regard to the tasking of the MCA Spotter Aircraft.

2. Introduction, Purpose and Scope

2.1. This MoU sets out the working arrangements between and responsibilities of the MCA and the Home Office for the Proactive Reconnaissance Trials.

3. Responsibilities

3.1. The MCA, pursuant to the terms of the Contract, uses the MCA Spotter Aircraft to fulfil its obligation under Section 293 of the Merchant Shipping Act to execute the functions of the Secretary of State with regard to responding to marine pollution, in which the Spotter Aircraft performs vital role in the MCA’s aerial dispersant spray capability. The Spotter Aircraft also supports the work of the MCA and other government departments in maritime patrols for identifying pollution, fisheries protection and law enforcement.

3.2. As part of its obligation to promote and improve maritime safety and in support of another government partner, Home Office’s Clandestine Channel Threat Command, the MCA has instructed the Supplier to modify the Spotter Aircraft as per the Proposal in Annex A to enable the aircraft to trial new technology to monitor the French coast to identify

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small boat launches. In facilitating the Proactive Reconnaissance Trials the MCA shall:

- agree and implement the changes to the Contract necessary to deliver the Proactive Reconnaissance Trial "the Project";
- ensure that the Supplier delivers the Project in accordance with CCN 28 of the Contract;
- manage the Contract so as to ensure delivery of the Project;
- promptly inform Home Office if any issues arise which affect the Project;
- not task the Spotter Aircraft for routine Planned Maritime Patrols between the hours of 22:00 and 08:00 during the trial period;
- take appropriate steps to progress the resolution of any contractual issues affecting the Project;
- inform the Home Office within five working days if there is any change in the MCA's representation on the Project Board or this MoU;
- settle invoices received from Supplier for the milestone charges, providing such milestones have been accepted as complete by an authorised Home Office representative, fixed daily charges (billed monthly), flight time charges and charges for fuel and ancillaries associated with the Proactive Reconnaissance Trials and as detailed in Annex A of this MoU; and
- pass through these costs to Home Office in accordance with this MoU.

3.3. The Aeronautical Rescue Coordination Centre (ARCC), part of the MCA, based at the National Maritime Operations Centre in Fareham, Hampshire, is the Tasking Authority for UK SAR helicopters and the MCA's fixed wing patrol aircraft. It is responsible for establishing the legitimacy of requests for aerial support from helicopters and fixed wing aircraft and for prioritising and coordinating these taskings. With regards to the objectives of this MoU, the ARCC shall:

- coordinate the booking of planned reconnaissance patrols;
- coordinate the proactive flight programme booking process the month prior to the commencement of patrols;

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- be the Tasking Authority for the patrol aircraft, receiving, prioritising and coordinating requests for reactive taskings of the patrol aircraft, having the overriding authority and discretion to Re-Task the aircraft from a planned or live Tasking where appropriate;
- approve the execution of the final flight programme on a monthly basis and manage any changes in month;
- not task the Spotter Aircraft for routine Planned Maritime Patrols between the hours of 22:00 and 08:00 during the trial period; and
- discuss with the Clandestine Channel Threat Command their requirements in order to establish and update an order of priority for tasking requests.

3.4. The Home Office's Clandestine Channel Threat Command (CCTC) leads the overall response to clandestine entry to the UK. It is tasked with ending the viability of the small boats route as a means of entering the UK and with preventing other forms of high-risk clandestine entry.

The CCTC leads a cross-Government effort, involving policy and operational commands across the Home Office, the Police, the National Crime Agency and maritime agencies, as well as HMG's wider maritime, military and national security capabilities. The CTC's Operational Campaign Plan sets out the breadth of work delivered through and with these partners. This includes operational and law enforcement activity across the whole of route and in the UK, as well as policy and legislative change.

3.5. In utilising the Spotter Aircraft for the Proactive Reconnaissance Trial, the Home Office's Clandestine Channel Threat Command shall:

- provide authorised representatives to review the documentary evidence submitted by RVL in support of Milestone 1 and Milestone 2 of the Project and, within three working days of receipt of such documentary evidence, confirm to the MCA and RVL that such documentary evidence is sufficient to declare Milestones 1 & 2 complete;
- provide authorised representatives observe flight tests undertaken to evidence the functionality of both the radar and data downlink and, within three working days of such flight, confirm to both the MCA and RVL that such demonstration is sufficient to declare Milestone 3 complete;

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- complete and submit the FLYPRO booking request form to the ARCC in good time and as per the instructions outlined in the Proactive Aerial Reconnaissance Work Instruction in Annex B;
- submit requests for unplanned reactive taskings to the ARCC by calling [redacted] and emailing an Air Asset Tasking Request Form, included in Annex C, to [redacted];
- provide the Supplier with at least one hours' notice for any reactive flights or any changes to the flying programme between the hours of 22:00 and 08:00.
- on planned or reactive taskings, engage directly with the MCA's Supplier only when the ARCC has acknowledged receipt of the initial request and has confirmed it has been forwarded to the Supplier;
- once the ARCC has forwarded a Tasking request to the Supplier, engage with the Supplier directly to facilitate the planning of that Task;
- when a Task is underway, act as Coordinating Authority by issuing instructions to the Supplier regarding the completion of the objectives and the effect to be delivered, taking direct and exclusive receipt of all data transmitted by the Supplier, having ownership of that data and ensuring compliance with Data Protection Legislation;
- where any personal data is collected on Proactive Reconnaissance Trial Flight, process and maintain this data in compliance with the relevant Data Protection Legislation;
- in instructing the Supplier, not deviate from the planned flight route submitted to the ARCC, nor engage in any activity not listed as a task objective in their initial request, without first seeking the approval of the ARCC;
- for any directed surveillance, ensure it has in place the necessary approvals to conduct this activity using the MCA's aircraft;
- inform the MCA within five working days if there is any change in the Home Office's representation on the Project Board or this MoU.

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- where any personal data is collected on a Proactive Reconnaissance Trial flight, process and maintain this data in compliance with the relevant Data Protection Legislation;
- when a planned flight route and/or instructions have already been submitted to the Supplier but changes to such route or instruction are required and are communicated to the Supplier either prior to or during a flight, inform the ARCC of these changes without delay;
- for all reconnaissance undertaken, ensure it has the necessary approvals and/or permissions in place to conduct such activity using the Spotter Aircraft;
- settle invoices from the MCA within 30 days of receipt, barring any dispute raised;
- inform the MCA within five working days if there is any change in the Home Office's representation on the Project Board or this MoU; and
- keep records of flying activity undertaken, including the number of hours used, for submission to the MCA Aviation Contracts Team.

3.6. The Home Office accepts and acknowledges that, in accordance with the Proposal:

- the Proactive Reconnaissance Trial shall be delivered using a modified King Air B200 maritime patrol aircraft, (serial number BB1832);
- the Proactive Reconnaissance Trial flights shall take place between the hours of 22:00 and 08:00;
- that, notwithstanding the MCA's agreement that it shall not schedule its own planned routine maritime patrols to take place between the hours of 08:00 and 22:00, the use of the MCA Spotter Aircraft for the Proactive Reconnaissance Trial Services shall not in any way undermine or inhibit the primary functions of the Spotter Aircraft in terms of its role in the Spotter Services or Planned Maritime Patrolling;
- that, notwithstanding the MCA's agreement that it shall not schedule its own Planned Maritime Patrolling to take place between the hours of 22:00 and 08:00, the MCA's Spotter Aircraft shall remain at six hours' notice between the hours

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of 22:00 and 08:00 for Spotter Services in support of an Aerial Dispersant Spray Campaign and that in the event the aircraft is required for such a mission, Proactive Reconnaissance Trial flights may be cancelled or rescheduled at short notice; and

- the Supplier's aircraft captain shall have overriding authority on decisions pertaining to safety or any other risks to aircraft and/or crew and may reject or fail to conduct Proactive Reconnaissance Trial flights as a result of such risks.

4. Project Governance - General Structure

4.1. The Parties shall establish a Project Board, which shall:

- be responsible for providing overall strategic oversight and direction to the Project (including by way of jointly agreed input to the MoU Representatives); and
- consist of an equal number of representatives from each of the Parties;

The initial Project Board members are:

MCA: The MCA Commercial Director

Home Office: The CCTC Chief Technology Officer (CTO)

- The Project Board shall meet as required and act, in accordance with the Principles, as it considers necessary to ensure that the Key Objectives are met.

4.2. At the commencement of this MoU, the MoU Representatives are:

MCA:

- (HMCG Operational Senior User for UKSAR2G),
- (Aviation Contracts Manager)

Home Office:

- (CCTC Chief Technology Officer (CTO)),
- (CCTC Commercial Manager).

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4.3. The MoU Representatives are responsible for:

- managing the Project at workstream level;
- providing assurance to the Project Board that the Key Objectives are being met and that the Project is proceeding in accordance with any directions given by the Project Board; and
- the creation and execution of the project plan and deliverables.

4.4. Project reporting and management will consist of:

- Communication between the MoU Representatives of both parties are to occur at any point as required, but at least once during and immediately post the length of this arrangement. Purpose of these meetings are to inform the parties of any developments, resolve any issues and to ensure best use is made of the MCA's Spotter Aircraft; and
- Communication at the earliest opportunity of any issues, queries or concerns that may impact the other party.

5. Charges

5.1. Home Office shall bear all of the cost all costs incurred by the MCA in providing the Proactive Reconnaissance Trial under the Contract. This shall include:

- each Milestone achieved for the Services;
- the Daily Rate;
- the Hourly Flying Rate;
- the Fuel Rate; and
- landing and airport fees and any other ancillaries

as identified in Annex A: Final Proposal for the Proactive Reconnaissance Trial) and shown in the following table for convenience:

Cost category	Description	Cost	Frequency	Total
Milestone 1	Payable upon order being placed for radar and data downlink and		One off	

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	preliminary work complete			
Milestone 2	Payable upon EASA Minor Design Change being issued for radar and data downlink	£		One off
Milestone 3	Payable upon completion of radar and data downlink integration	£		One off
Daily rate	Day rate payable from radar installation date	£		Per day for an assumed 84 days
Flying hour charge	Payable per flying hour	£		Per flying hour for an assumed 120 flying hours
Fuel rate	400 litres per hour of Jet-A1	p		Per flying hour for an assumed 120 flying hours
Landing and airport fees	Landings at East Mids Airport and other airports used as forward operating bases	Landing at East Midlands is Use of other airports is unknown		Per sortie for approximately 24 sorties
Total				

5.2. Totals shown for the day rate, flying hour charges, fuel, landing and ancillaries are based on an estimated level of utilisation and duration and may change depending upon the actual level of utilisation and duration. Fuel, landing charges and airport fees are based on best estimates and may also vary as these prices fluctuate.

5.3. All charges listed are shown as ex-VAT. Where VAT is charged, and if it cannot be recovered by the MCA, this cost will be passed to the Home Office.

5.4. Where possible, the MCA will notify the Home Office of the cost of any ancillary charges in advance of them being incurred and shall provide evidence of such charges upon request.

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- 5.5. The MCA will issue an invoice to Home Office as soon as reasonably practicable after the end of each calendar month for the total of the daily rate for the previous calendar month, for the hours flown in the previous calendar month and for fuel and any ancillary or operating costs incurred.
- 5.6. Home Office shall pay the amount stated in such invoice to the MCA within 30 calendar days of receipt of such invoice.
- 5.7. All invoices must be sent, quoting a valid purchase order number (PO Number), to: homeoffice@mca.gov.uk and can be in the following formats; pdf, tiff, jpeg or png, (Excel is not supported). Alternatively, hard copy invoices may be posted to;

N

Payment queries should be submitted to the MCA at:

6. Liability

- 6.1. The MCA shall use best endeavours to ensure that the Supplier undertakes the required modifications to the Spotter Aircraft and the flights required for the Proactive Reconnaissance Trial.
- 6.2. Notwithstanding Clause 6.1, the MCA shall not be liable to the Home Office for any adverse consequences and/or costs incurred by the Home Office (and the Home Office shall not be entitled to terminate this MoU) should the aircraft modifications be delayed, for whatever reason, or any Proactive Reconnaissance Trial flights be cancelled or rescheduled, for whatever reason, including:
- priority MCA taskings, such as an aerial dispersant spray campaign;
 - weather limitations (outside of the aircraft operating envelope);
 - aircraft maintenance or safety issues; and/ or
 - events outside the control of the parties or the Supplier including force majeure.

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6.3. The Home Office shall remain liable to the MCA for all costs and expenses incurred by the MCA as a direct result of entering into this MoU and in providing the Proactive Reconnaissance Trial Services using the Supplier, including the cost of any challenge or dispute resulting from the provision of the Proactive Reconnaissance Trial Services.

6.4. Except as otherwise provided in this MoU, the Parties must each bear their own costs and expenses incurred in complying with their obligations under this MoU.

7. Intellectual Property Rights

7.1. All pre-existing Intellectual Property Rights or Intellectual Property Rights developed independently of this MoU ("**Background IPR**") remains the property of the owning Party.

7.2. Any Intellectual Property Rights that arise or are developed in carrying out the requirements of this MoU ("**Foreground IPR**") are vested in and owned by the Party creating or developing those rights (or, in the case of any Intellectual Property Rights created jointly by employees of both Parties, in the Party that is Lead Party noted in Clause 5 for the part of the Project to which the Intellectual Property Right relates).

8. Freedom of Information and Communications to the Public

8.1. Each Party shall:

- provide to the other Party any information in its possession that may be reasonably requested by the other, subject to necessary confidentiality constraints, safeguards and statutory rules on disclosure;
- consult the other Party before making to any third party any significant disclosures of information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information; and
- seek the approval of the other Party before externally publishing any information resulting from the use of exchanged data received from the other Party, such approval is not to be unreasonably withheld.

8.2. The obligations in Clause 9.1 (Personal Information) and Clause 10 (Confidential Information) are subject to any government requirements as to transparency which may apply to either or both Parties from time to time.

9. Personal Information

9.1. Any personal information (as defined in the Data Protection Legislation) collected during the course of the Project will be

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processed in accordance with the relevant Data Protection Legislation.

10. Confidential Information

10.1. Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information belonging to the other Party whether in the course of the performance of this MoU or otherwise.

10.2. Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this MoU, each Party must:

- treat the other Party's Confidential Information as confidential and safeguard it accordingly;
- not disclose the other Party's Confidential Information to any other person (except their employees, agents and professional advisers to the extent to which such disclosure is necessary for the purposes contemplated under this MoU, and subject to ensuring that such persons are made aware of, and comply with, these obligations of confidentiality).

10.3. With the exception of information covered by the Data Protection Act 2018 and any information designated as commercially sensitive and/or any information which is restricted by intellectual property rights or copyright, the obligations of confidentiality imposed by Clauses 10.1 and 10.2 do not apply to any Confidential Information to the extent that it is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information).

10.4. The obligations of confidentiality in Clauses 10.1 and 10.2 continue in force notwithstanding termination of this MoU.

10.5. The Parties must not use data or information exchanged under this MoU for commercial purposes without the prior written agreement of the other Party.

11. Dispute Settlement

11.1. It is the responsibility, in the first instance, of the MoU Representatives to attempt to resolve any dispute between the Parties arising out of or in connection with this MoU and, if no resolution is reached within a reasonable period of time, the dispute should be referred to the Project Board for resolution.

11.2. If the Project Board is unable to resolve the dispute within a reasonable period of time, the dispute shall then be escalated to the

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Heads of Department or other senior officials of both parties for resolution.

12. Term and Termination

12.1. This MoU commences on the date of execution in Clause 18 and (subject to earlier termination in accordance with Clause 12.2) shall continue in force for 30 weeks or until 120 flying hours have been completed.

12.2. Neither party shall be entitled to terminate this MOU prior to the conclusion of the 30-week period or the completion of 120 flying hours unless, subject to Clauses 3.6 and 6.2, the Supplier has failed to deliver the Project in accordance with the Proposal.

13. Consequences of Termination

13.1. Where this MoU is terminated in accordance with Clause 12.2, then the Home Office shall pay to the MCA:

- such portion of the Milestone Charges;
- such portion of the Daily Rate;
- such portion of the Flying Hour Charge; and
- all reasonable and evidenced Project Expenses including fuel and any other ancillaries,

as are calculated as being due for the period from the last payment made by Home Office until the date of termination within thirty (30) days of receipt of a valid invoice from the MCA.

13.2. Where this MoU is terminated in accordance with Clause 12.2, the MCA shall no longer be obliged to deliver the Proactive Reconnaissance Trial Services.

13.3. On termination of this MoU (either as a whole or by one Party, individually), the Parties shall endeavour to ensure that all assets contributed by each Party and which remain unused for the Project shall, so far as possible, be transferred back to that Party.

14. Review and audit of the MoU

14.1. This MoU, including the charges specified herein, is to be reviewed:

- whenever there is a change in the contractual arrangements between the MCA and the Supplier. These changes may include, but are not limited to:
 - a change in supplier and contract;

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- a contract change within the existing contract; or
 - a change in the capability of the asset provided, such as modifications or improvements;
 - whenever substantial changes occur to the policies, external relationships and structures of the Parties.
- 14.2. Any changes to this MoU shall only be effective if set out in writing and signed by both Parties.
- 14.3. Each Party must:
- keep an agreed record of reviews undertaken in accordance with Clause 14.1; and
 - keep and maintain until six (6) years after termination of this MoU full and accurate records of the Project and all sums received from the other Party; and
 - on request afford the other Party or their representatives such access to those records as may be requested in connection with the MoU or as otherwise required in connection with audit requirements (including, without limitation, audit by the National Audit Office).

15. General

- 15.1. This MoU does not:
- confer any rights on any third party;
 - limit, supersede or otherwise affect any Party's normal operations in carrying out its statutory, regulatory or other duties;
 - limit or restrict any Party from participating in similar activities or arrangements with other entities.
- 15.2. Nothing in this MoU:
- constitutes or implies any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf;
 - constitutes one Party as the agent of another Party nor the employees, contractors or consultants of one Party as those of another Party;
 - gives either Party authority to enter into any contract, warranty or representation as to any matter on behalf of the other Party;

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- causes one Party to be bound by the acts or conduct of the other Party.

15.3. Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the MoU, and that the MoU is executed by its duly authorised representative.

15.4. The MoU cannot be varied except in writing signed by a duly authorised representative of both the Parties.

16. Governing Law and Jurisdiction

16.1. This MoU shall be governed by and construed in accordance with the law of England and Wales.

17. Use of Logos

17.1. Each Party may use the logos of the other Parties in correspondence, documentation, instructions, publications, signage and aircraft livery where this use is in relation to the Project defined in this MoU, but for no other purposes unless express permission has been granted in writing by the Party concerned.

17.2. Each Party may demand the removal of their logos from any documentation, instructions, publications, signage and aircraft livery at any time. Any request to this effect shall be made in writing and shall be complied with as soon as practically possible.

18. SIGNATORIES

The duly authorised representatives of the Parties affix their signatures below.

Signed for and on behalf of the MCA

Signature:

Name:

Position:

Date: 4/6/21

Personal Data

Name

Director Commercial and Major Projects

Signed for and on behalf of the Home Office

Signature:

Name:

Position:

Date: 4/6/21

Personal Data

Name

Border Force Commercial Manager
04/06/2021

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19. CONTACT POINTS

MCA

Name:

Name

Commercial Director

Office address:

Maritime & Coastguard Agency
Spring Place, 105 Commercial Road,
Southampton, SO15 1EG

Tel No:

E-mail Address:

Home Office

Name:

Neil Honeyman, Chief Technology Officer

Office address:

Clandestine Channel Threat Command

Tel No:

E-mail Address:

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Annex A

Final RVL Proposal



Title:	Clandestine Channel Threat Command Proactive Surveillance Trial
Date:	3 rd June 2021
Doc ID:	RVL MCA GF 2021 06 03 2200

Prepared by:

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Building 21, Anson Road
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DISTRIBUTION

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ABBREVIATIONS & ACRONYMS

Abbreviation	Full Term	Description
AIS	Automatic Information System	System used in shipping to communicate position and course information between vessels/coastal stations, using VHF-FM as a bearer.
ARCC	Aeronautical Rescue Coordination Centre	Function fulfilled by the MCA for the coordination of an airborne search and rescue response.
BB-1832		The specific King Air B200 aircraft available for this project
CCTC	Channel Clandestine Threat Command	Command within the Home Office; Leads the overall response to clandestine entry to the UK. It is tasked with ending the viability of the small boats route as a means of entering the UK and with preventing other forms of high-risk clandestine entry.
EASA	European Aviation Safety Agency	European civil aviation regulator
EOIR Turret	Electro-Optic / Infra-Red Turret	Multi-sensor camera turrets used ISR aircraft
Flypro	Flying Programme	
FMV	Full Motion Video	Video footage recorded with metadata pertaining to the location, orientation, and field-of-view of the sensor used. The output is video footage with each frame being georeferenced.
ISR	Intelligence, Surveillance, Reconnaissance	
MCA	Maritime & Coastguard Agency	
MISB	Motion Imagery Standards Board	Established under the direction of the US Department of Defense to formulate, review, and recommend standards for Motion Imagery (see FMV)
MP	Mega-pixel	Measure of resolution in digital imaging devices.
MWIR	Medium Wave Infra-Red (Thermal)	Part of the electromagnetic spectrum that covers thermal energy reflected and emitted by an object (e.g., casualty at sea.)
RVL	RVL Aviation	
STC	Supplementary Type Certificate	A Type Certificate is issued to an aircraft type design to certify that it is airworthy, any significant changes to that 'factory standard' design require a supplementary type certificate.
UK	United Kingdom	
VHF-FM	Very High Frequency, Frequency Modulated (Radio)	Used as the bearer for short range marine radio communications (marine band).

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INTRODUCTION

This document proposes that the spare capacity available in the MCA 'spotter' aircraft is utilised by the Clandestine Channel Threat Command (CTCC) within the Home Office, in the form of a temporary trial to evaluate technologies that may be beneficial to the command.

RVL is proposing to demonstrate an aerial surveillance service that can facilitate partnership working between the UK and French Authorities to intercept imminent clandestine Channel crossing attempts at the French coast.

If demonstrated, this approach is consistent with the CCTC's strategic intent to deter migrants from using small boats or other high-risk means to reach the UK illegally by making the route unviable.

The feasibility of this objective relies upon a capability to detect unusual activity along the French coast, which may signify clandestine activity, from a stand-off distance that is conducive to flight operations contained within UK territorial airspace.

For the avoidance of doubt, the MCA 'spotter' aircraft is a Beech B200 King Air, serial number BB-1832; Hereafter the aircraft will be referred to as *BB-1832*.

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CAPABILITY ENHANCEMENTS

Surveillance Hardware

To facilitate the trial, a new surveillance radar will be installed on BB-1832; Namely, a Hensoldt PrecISR 1000 system together with a Kongsberg Datalink.

Radar

BB-1832 is already fitted with an ISR (intelligence, surveillance, reconnaissance) belly pod, which contains a camera turret retraction mechanism in the rear and radome section at the front. The scope of work to install the PrecISR system will include:

- Introduction of the PrecISR 1000 radar system
 - Mechanical Interface: Design and fabrication of a bracket to secure the PrecISR scanner within the existing radome.
 - Analysis and introduction of cooling devices into the radome, if required.
 - Electrical Interface: Introduction of wiring to supply power and transmit data between the PrecISR system and mission system in the cabin.
 - Installation of radar operating system on the existing mission computer within the cabin

Crucially, given that the aircraft is already modified in accordance with an EASA STC for the fitment of an ISR pod which is purposed as a radome, no further Supplementary Type Certificate (STC) or amendment to a STC is required.

Datalink

The Kongsberg Maritime Broadband Radio System will be fitted on BB-1832, being a line-of sight system with data (including encoded video) shared over an IP network.

Due to the need to use part of the NATO C band within the spectrum, permission from Ofcom is required and RVL will instigate an application for such permission following contract award.

For the duration of the Short-Term Trial RVL will provide an operative at the Joint Control Room in Dover to view and interpret the data

Software

In addition to the PrecISR mission system to be installed on the aircraft, RVL will also obtain a system to perform advanced analysis of the radar data; Specifically, SCI-Pulse supplied by Collins Aerospace. RVL will be responsible for the operation of this system and will be self-sufficient in producing a useful output/report to CCTC in accordance with the aims of this trial.

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EXISTING CAPABILITIES AVAILABLE FOR CONTINUED UTILISATION

In addition to the equipment to be added under this scope of work, the following capabilities will be made available to the CCTC:

On-Aircraft

- Trakka TC400 Electro-Optic/Infra-Red Turret with:
 - Range/stabilisation capabilities consistent with a 15" EOIR turret
 - HD Day camera
 - MWIR thermal camera (night)
 - 40MP high resolution still camera
 - MISB compliant Full Motion Video output from day and thermal camera
- AIS Receiver
- VHF-FM Marine Radio
- Iridium (Satcom) telephone and email for discrete BLOS communications

Off-Aircraft

- Web-based secure archive/player for full-motion video clips captured using the camera turret

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INFRASTRUCTURE / PERSONNEL

RVL anticipates that BB-1832 may receive the following types of taskings during this activity:

Mission Type	Assumed Notice	When	
Major Oil Spill 'Spotter' Missions	6 hours	Day – however would become a protracted incident	
Planned CCTC Missions	According to weekly flypro devised between RVL and CCTC	Night	Assumed to total 120 hours over the trial period
Unplanned CCTC Missions	1 Hour	Night	
Other MCA Planned Missions	According to monthly flypro	Day (to-date)	Assumed to total 72 hours over the trial period

Considering the above distribution of flying hours, it will be entirely possible for RVL to undertake a night-time programme of flying for the CCTC, with a capacity to continue daytime maritime patrol flights on behalf of the MCA.

In order to support the increased activity levels, particularly at night, RVL will increase crewing levels with specific aircrew and specialists on standby to support the CCTC trial. This will protect the extant provision of resource as required for the standing MCA requirement for spotter and maritime patrol services. This measure will also allow RVL to increase its readiness for reactive flights on behalf of CCTC, as detailed below.

Aircraft Readiness

RVL will increase the state of readiness of its aircrew for the duration of this activity, with a specific focus on night-time operations and the CCTC area of operation. Therefore, the state of readiness for the aircraft will be as follows:

Time from call-out to airborne	08:00 – 22:00 (Day)	22:01 – 07:59 (Night)
Reactive CCTC flights	6 Hours	1 Hour
Other MCA Requirement	6 Hours	

Impact upon existing Services

There shall be no degradation to RVL's ability to meet its current obligations to the MCA, under the requirements of the spotter aircraft provision. The Home Office and the CTCC are aware of the aircraft's standby obligation, in the event of a major oil spill requiring dispersant application.

Furthermore, the additional radar capability will be available to the MCA as an enhancement to any response provided by RVL using the spotter aircraft, for example in SAR or pollution response.

TIMETABLE

■ = 'Off-aircraft' actions / flight testing | ■ = 'On-aircraft' actions

Weeks ARO:	PrecISR 1000 lead time (Supply from OEM)	Radar cooling requirement analysis	Radar and Datalink mechanical interface design & fabrication	Radar and Datalink system electrical interface design and wiring harness fabrication	EASA Minor Design Change Approval	Radar Installation & Phase Inspection	Radar and Datalink Testing	BB-1832 Mission Capable (Hours until nxt inspection)	CCTC Flying Programme (Night) (Flying Hours)	MCA Flying Programme (Day) (Flying Hours)	MCA Spotter Aircraft Provision*
<1	■									6	Prime
1	■									6	Prime
2	■									6	Prime
3	■									6	Prime
4	■									6	Prime
5	■									6	Prime
6	■									6	Prime
7	■									6	Prime
8	■									6	Prime
9	■									6	Backup
10									4	6	Backup
11									4	6	Backup
12								176	10	6	Prime
13								160	10	6	Prime
14								144	10	6	Prime
15								128	10	6	Prime
16								112	10	6	Prime
17								96	10	6	Prime
18								80	10	6	Prime
19								64	10	6	Prime
20								48	10	6	Prime
21								32	10	6	Prime
22								16	10	6	Prime
23								0	10	6	Prime
24										6	Prime

Payment Milestones

1. Contracts placed for radar supply and integration. Preliminary work complete.

2. EASA minor design change issued

3. Radar integration complete

Daily rate applicable

*'Prime' = BB-1832 | 'Backup' = B200 with carry-on equipment for spotter role, as per existing agreement

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Notes:

1. This RVL proposal is based on undertaking a minimum of 120 night flying hours and assumes that the proposed flying programme will be undertaken from East Midlands Airport. RTVL retains the option to operate some flights from Lydd in the event particular circumstances dictate an operational benefit.
2. The foregoing proposed schedule and timetable is based on a 12 week design, manufacture, integration and testing of the modifications as detailed herein, with the 12 weeks commencing on signature of a Change Control Notice. In order to mitigate risk in meeting this schedule RVL has commenced a number of the activities ahead of any formal contract; and, recognising the urgent need for the commencement of the flying programme confirms that it will use its best endeavours to improve the planned 12 week schedule.

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NON-RECURRING PAYMENTS

Milestone 1

Contracts placed for radar supply and integration. Preliminary work complete

Payable **once** when RVL provide evidence of:

- Signed contract between RVL and Hensoldt for the supply of the PrecISR1000 radar,
- Signed contract for the supply of the Kongsberg Maritime Broadband Radio System;
- Signed contracts between RVL and a design organisation for the design and approval of the PrecISR 1000 integration and Datalink installation.
- Preliminary work as a precursor to the above, including an electrical load analysis and design brief / agreed scope of work for the design.

Milestone 1 is expected to be reached within 1 week of contract award. Regardless of when the milestone is reached, an invoice will be raised against the amount once the above criteria is met.

Milestone 2

EASA Minor Design Change issued.

Payable **once** when RVL provide evidence of:

- Accomplishment instructions issued by the appointed design organisation, for the installation of the PrecISR 1000 radar system onboard BB-1832.
- Accomplishment instructions issued by the appointed design organization, for the installation of Kongsberg Maritime Broadband Radio System;

Milestone 2 is expected to be reached within 9 weeks of contract award. Regardless of when the milestone is reached, an invoice will be raised against the amount once the above criteria is met.

Milestone 3

Upon completion of radar integration and datalink installation.

Payable **once** when RVL provide evidence of:

- Completion of the PrecISR 1000 installation onboard BB-1832, with satisfactory flight testing demonstrating the functionality of the radar system.
- Completion of the datalink installation onboard BB-1832, with satisfactory flight testing demonstrating the functionality of the Kongsberg Maritime Broadband Radio System;

Milestone 3 is expected to be reached within 12 weeks of contract award. Regardless of when the milestone is reached, an invoice will be raised against the amount once the above criteria is met.

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RECURRING PAYMENTS

Daily rate addition when aircraft is available with radar	per day
<p>The additional daily rate is only chargeable once milestone 3 has been reached.</p> <p>The daily rate is applicable for each day that the aircraft is available for planned or unplanned flights, with the functioning radar, whether or not the aircraft is actually flown.</p> <p>The daily rate will be consolidated and added to the existing 'Spotter' monthly invoice which is raised retrospectively at month-end.</p> <p>This agreement shall run for a minimum of 84 consecutive days following completion of milestone 3, regardless of the calendar date when milestone 3 is actually reached.</p>	

Hourly Flying Rate	per hour
Charged between brakes-on/brakes-off.	

Fuel Rate	400 L/Hr
<p>Charged between brakes-on/brakes-off. Fuel is charged at 400 litres per hour, based on the Jet-A1 fuel price at the airport at which the aircraft refuels following a given mission.</p> <p><i>Indicatively, the current price as of 3rd June 2021 is: , per litre this equates to £ per hour in fuel for a flight landing at East Midlands Airport. Note: fuel prices subject change</i></p>	

Landing and Airport Fees	per landing at EGNX; Variable elsewhere.
<p>Landing fees at East Midlands Airport are fixed at £ . No other fees are chargeable at East Midlands Airport.</p> <p>When operating to/from other airports, charges incurred will be invoiced at cost price.</p>	

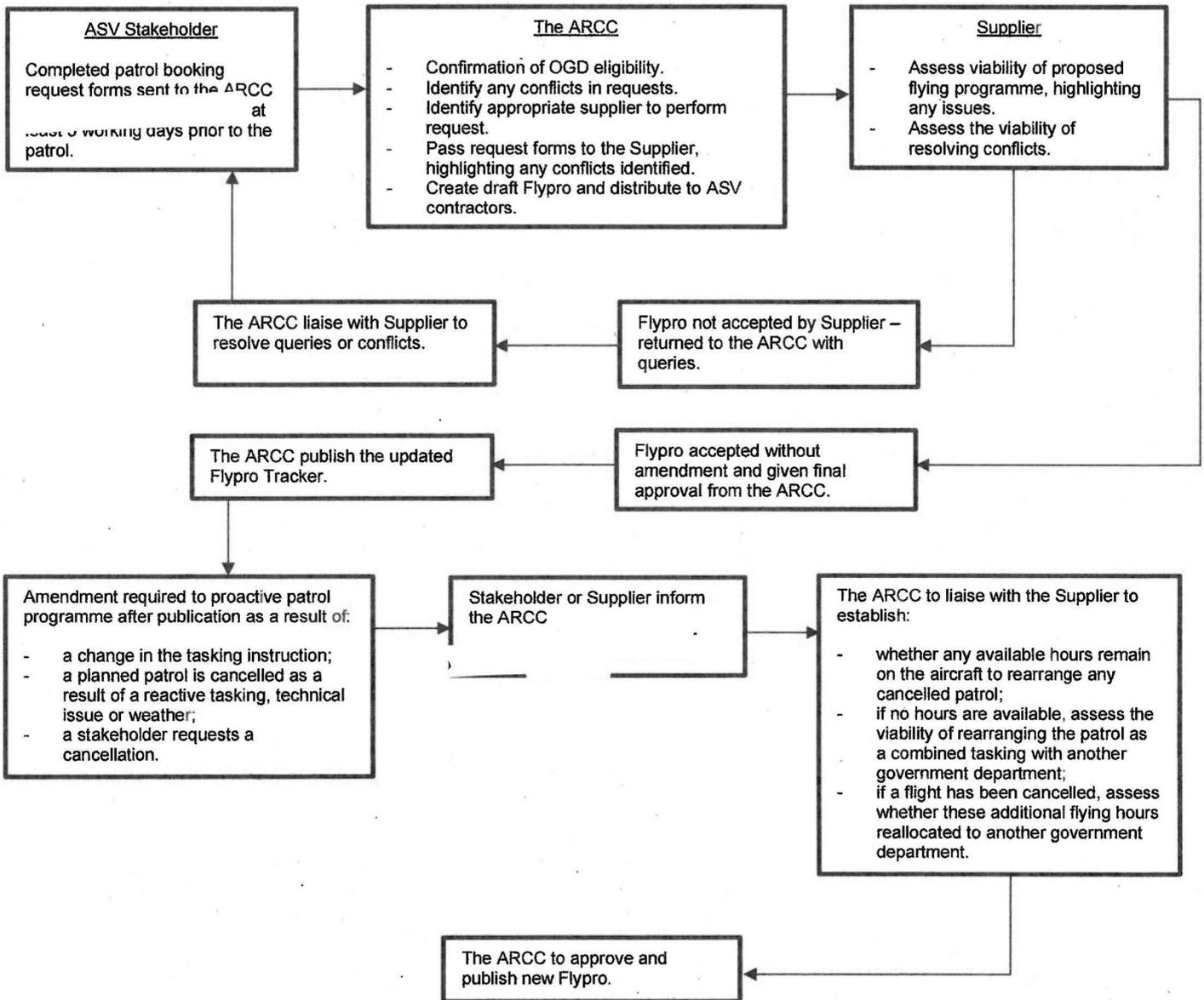
Note: All Non-Recurring and Recurring charges are exclusive of VAT, which will be added and invoiced as applicable.

Availability Governance

For whole days when the aircraft is not available due to unscheduled maintenance requirements, or crew unavailability, a credit will be issued that is equivalent to the daily rate. However, a credit cap of 5 days is applied in each calendar month.

Annex B Proactive Reconnaissance Trial Flight Booking Process

The following booking process is for planned patrols only. Requests for reactive taskings will be made using the process outlined in Annex C.





HM Coastguard

Aerial Reconnaissance Proactive Patrol Booking Request Form

Request from (OGD)	
Point of Contact	
Point of Contact telephone number	
Point of Contact email address	
Date request is submitted	

Date of tasking		
Can this be completed +/- 3 days of this date or is it date/time critical?	Yes: +/- 3 days No: date/time critical	
Tasking start and end times (optional)		
Directed surveillance	YES	NO
If directed surveillance is being conducted, confirmation that the necessary approvals are held	YES	NO

Tasking location: (bounded by the following Lat & Long)					
Lt		Lt		Lt	
Lng		Lng		Lng	
Lt		Lt		Lt	
Lng		Lng		Lng	
Insert map of location (optional)					

Task objective	
-----------------------	--

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Specific products required (optional)	
Additional information (optional)	
Classification of Report	
Post mission distribution recipients	

Communication Plan	
Aircraft ▶ ARCC	SATPHONE / Spider Chat
Aircraft ▶ (asset or individual/team contact)	
Aircraft ▶ (asset or individual/team contact)	

When completed, please send to _____ at least five working days prior to the requested date for the flight. If you do not require a flight on an exact date, we will endeavor to complete your request +/- 3 days from the date you have specified.

FOR USE BY MCA

	MCA	Aerial Surveillance and Verification Contractor
MCA Tasking Number		
Approved by ARCC (date)	Y/N (xx/xx/xxxx)	
Passed to supplier (date)	Y/N (xx/xx/xxxx)	
Flypro conflict?		Y/N
Conflict resolved?	Y/N	
Supplier reference		
OGD notified (date)		Y/N (XX/XX/XXXX)

Contacts

ARCC
 Contact name _____
 Te _____
 Email _____

MCA Aviation Team
 Aviation Contracts Team
 Email _____

Contact name: _____
 Tel: _____
 Email: _____

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Contact name:
Tel:
Email:

The Supplier:

RVL
Contact name:
Tel:
Email:

RVL
Tel:
Email:

OFFICIAL

Annex C
Air Asset Tasking Request Form



HM Coastguard

AIR ASSET TASKING REQUEST FORM

Date Request Made:			
Lead Agency		Lead Department	
Point of Contact (POC):			
Email:			
Phone:		Mobile:	
Address:			
Task Type:			
Tasking start date:		Tasking end	
On-scene time (UTC):		Off-scene time	
Directed surveillance:	YES	NO	
If Tasking is directed surveillance, confirmation that relevant authorisation is held	YES	NO	
Tasking map:			

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Communication Plan	
Aircraft < > ARCC: non-operational comms and for higher priority re-tasking, refuelling and deconfliction.	Comms system: SATPHONE / Spider Chat
Aircraft < >	Comms system:
Aircraft < >	Comms system:
Post mission report distribution recipients:	
Classification of Report: OFFICIAL-SENSITIVE	

FOR USE BY MCA/SUPPLIER

	MCA	Aerial Surveillance and Verification Contractor
MCA Tasking number		
Approved by ARCC (Date)		
Passed to Supplier (Date)		
Flypro Conflict?		Y/N
Conflict Resolved		
Supplier reference		
OGD notified (Date)		Y/N

When completed, the contents of this form are not to be shared with anyone beyond the requirement to reasonably complete the task in question. If you feel that you need to share this information further, please contact the Point of Contact named above for approval