



Ministry  
of Defence

## **Contract**

**701577429**

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## **RFA BESPOKE SAFETY TRAINING COURSES**

**1 June 2022 to 1 July 2027**

**Between the Secretary of State for Defence  
of the United Kingdom of Great Britain and  
Northern Ireland**

**And**

**Odyssey Training Limited**

Team Name and Address:  
Navy Commercial  
4 Deck, NCHQ  
Leach Building  
Whale Island  
Portsmouth  
PO2 8BY

Contractor Address:  
Stag Gates House  
63/64 The Avenue  
Southampton  
Hampshire  
SO17 1XS

## SC1B (Edn 06/21)

**1 Definitions - In the Contract:**

**The Authority** means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown; **Business Day** means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

**Contract** means the agreement concluded between the Authority and the Contractor, including all terms and conditions, associated purchase order, specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement in accordance with Clause 2.c;

**Contractor** means the person, firm or company specified as such in the purchase order. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be;

**Contractor Commercially Sensitive Information** means the information listed as such in the purchase order, which is information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

**Contractor Deliverables** means the goods and / or services including packaging (and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with the schedule to the purchase order;

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

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

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

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

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

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

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

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

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

**2 General**

a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.

b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.

c. If there is any inconsistency between these terms and conditions and the purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

- (1) the terms and conditions;
- (2) the purchase order; and
- (3) the documents expressly referred to in the purchase order.

d. Neither Party shall be entitled to assign the Contract (or any

part thereof) without the prior written consent of the other Party.

e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

**3 Application of Conditions**

a. The purchase order, these terms and conditions and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

**4 Disclosure of Information**

Disclosure of information under the Contract shall be managed in accordance with DEFCON 531 (SC1).

**5 Transparency**

a. Subject to Clause 5.b, but notwithstanding Clause 4, the Contractor understands that the Authority may publish the Transparency Information to the general public. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.

b. Before publishing the Transparency Information to the general public in accordance with Clause 5.a, the Authority shall redact any information that would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, including the Contractor Commercially Sensitive Information.

c. The Authority may consult with the Contractor before redacting any information from the Transparency Information in accordance with Clause 5.b. The Contractor acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact information is a matter in which the Authority shall exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

d. For the avoidance of doubt, nothing in this Clause 5 shall affect the Contractor's rights at law.

**6 Notices**

a. A Notice served under the Contract shall be:

- (1) in writing in the English language;
- (2) authenticated by signature or such other method as may be agreed between the Parties;
- (3) sent for the attention of the other Party's representative, and to the address set out in the purchase order;
- (4) marked with the number of the Contract; and
- (5) delivered by hand, prepaid post (or airmail), facsimile transmission or, if agreed in the purchase order, by electronic mail.

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:

- (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
- (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.
- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim

## 8 Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Schedule to the purchase order.
- c. The Contractor shall ensure that the Contractor Deliverables:
  - (1) correspond with the specification;
  - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
  - (3) comply with any applicable Quality Assurance Requirements specified in the purchase order.
- d. The Contractor shall apply for and obtain any licences required to import any material required for the performance of the Contract in the UK. The Authority shall provide to the Contractor reasonable assistance with regard to any relevant defence or security matter arising in the application for any such licence.

## 9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor

shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:

- (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
- (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.
- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the extant UK REACH Regulation and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (GB CLP) Regulation or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the extant Ionising Radiation Regulations, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.
- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and Services Transformation (LCST) Supplier Manual.

## 10 Delivery / Collection

- a. The purchase order shall specify whether the Contractor Deliverables are to be delivered to the consignee by the Contractor or collected from the consignor by the Authority.
- b. Title and risk in the Contractor Deliverables shall pass from the Contractor to the Authority on delivery or on collection in accordance with Clause 10.a.
- c. The Authority shall be deemed to have accepted the Contractor Deliverables within a reasonable time after title and risk has passed to the Authority unless it has rejected the Contractor Deliverables within the same period.

## 11 Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the requirements specified in the purchase order or if no such requirement is specified, the Contractor shall mark each Contractor Deliverable clearly and indelibly in accordance with the requirements of the relevant DEF-STAN 05-132 as specified in the contract or specification. In the absence of such requirements, the Contractor Deliverables shall be marked with the MOD stock reference, NATO Stock Number (NSN) or alternative reference number shown in the Contract.
- b. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables.
- c. The marking shall include any serial numbers allocated to the Contractor Deliverable.
- d. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, the required information should be included on the package or carton in which the Contractor Deliverable is packed, in accordance with condition 12 (Packaging and Labelling (excluding Contractor Deliverables containing Ammunition or Explosives)).

## 12 Packaging and Labelling of Contractor Deliverables (Excluding Contractor Deliverables Containing Ammunition or Explosives)

The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the purchase order and Def Stan 81-041 (Part 1 and Part 6).

**13 Progress Monitoring, Meetings and Reports**

The Contractor shall attend progress meetings and deliver reports at the frequency or times (if any) specified in the purchase order and shall ensure that its Contractor's representatives are suitably qualified to attend such meetings. Any additional meetings reasonably required shall be at no cost to the Authority.

**14 Payment**

a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.

b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.

c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.

d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.

e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.

f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

**15 Dispute Resolution**

a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.

b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.

c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

**16 Termination for Corrupt Gifts**

The Authority may terminate the Contract with immediate effect, without compensation, by giving written notice to the Contractor at any time after any of the following events:

a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):

- (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
- (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
- (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf,

or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.

b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:

- (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
- (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):

(a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;

(b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.

c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

**17 Material Breach**

In addition to any other rights and remedies, the Authority shall have the right to terminate the Contract (in whole or in part) with immediate effect by giving written notice to the Contractor where the Contractor is in material breach of its obligations under the Contract. Where the Authority has terminated the Contract under Clause 17 the Authority shall have the right to claim such damages as may have been sustained as a result of the Contractor's material breach of the Contract.

**18 Insolvency**

The Authority shall have the right to terminate the contract if the Contractor is declared bankrupt or goes into liquidation or administration. This is without prejudice to any other rights or remedies under this Contract.

**19 Limitation of Contractor's Liability**

a. Subject to Clause 19.b the Contractor's liability to the Authority in connection with this Contract shall be limited to £5m (five million pounds).

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

(1) for:

- a. any liquidated damages (to the extent expressly provided for under this Contract);
- b. any amount(s) which the Authority is entitled to claim, retain or withhold in relation to the Contractor's failure to perform or under-perform its obligations under this Contract, including service credits or other deductions (to the extent expressly provided for under this Contract);
- c. any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;
- d. any amount payable by the Contractor to the Authority in relation to TUPE or pensions to the extent expressly provided for under this Contract;

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

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

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

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

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

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

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

**20 The Project Specific DEFCONs and DEFCON SC Variants that apply to this Contract are:**

DEFCON 5J (Edn 11/16) - Unique Identifiers  
DEFCON 76 SC1 (Edn 06/21) - Contractor's Personnel at Government Establishments  
DEFCON 514 (Edn 08/15) — Material Breach  
DEFCON 129J SC1 (Edn 06/17) — The Use of the Electronic Business Delivery Form  
DEFCON 503 SC1 (Edn 07/21) — Formal Amendments to Contract  
DEFCON 532B (Edn 09/21) - 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 538 (Edn 06/02) - Severability  
DEFCON 566 Edn 10/20) - Change of Control of Contractor  
DEFCON 609 SC1 (Edn 08/18) - Contractor's Records  
DEFCON 620 SC1 (Edn 08/21) — Contract Change Control Procedure  
DEFCON 656A (Edn 08/16) - Termination for Convenience Under £5m  
DEFCON 658 SC1 (Edn 09/21) - Cyber  
Further to DEFCON 658 the Cyber Risk Level of the Contract is Low, as defined in Def Stan 05-138  
DEFFORM 532

**21 The special conditions that apply to this Contract are:**

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

**Publicity and Communications with the Media**

The Contractor shall not and shall ensure that any employee or Subcontractor shall not communicate with representatives of the press, television, radio or other media on any matter concerning the Contract unless the Authority has given its prior written consent.

**22 The processes that apply to this Contract are:**

The Contractor shall notify the Authority as soon as they become aware of any circumstance which will impact on their ability to deliver any of the requirements or meet any of the stated timescales.

Requirements to be delivered in accordance with this contract and, where it does not conflict with this contract, in line with proposal included in tender dated 23 December 2021.

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**Personal Data Particulars****DEFFORM 532**

Edn 10/19

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

<b>Data Controller</b>	Redacted under FOIA Section 40, Personal Information
	Redacted under FOIA Section 40, Personal Information
<b>Data Processor</b>	Redacted under FOIA Section 40, Personal Information
<b>Data Subjects</b>	Redacted under FOIA Section 40, Personal Information
<b>Categories of Data</b>	Redacted under FOIA Section 40, Personal Information
<b>Special Categories of</b>	The Personal Data to be processed under the Contract

<b>data (if appropriate)</b>	concern the following Special Categories of data: N/A
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p>Redacted under FOIA Section 40, Personal Information</p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p>Redacted under FOIA Section 40, Personal Information</p>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p>Supplier's information security policy is locally documented. Roles and responsibilities have been assigned, and are formalized in accordance with and for part of corporate policy. Organisation defines and implements a policy that addresses information security risks within supplier relationship, ensures all functions have sufficient and appropriately qualifies resources to manage the establishment, implementation and maintenance of information security. Policy of formal handling – storage, transmission, transportation, retention and disposal – procedures based on our classification scheme, and a policy that is documented and maintained.</p>
<b>Instructions for disposal of Personal Data</b>	<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>Supplier has formal handling policy for control access to information and information processing facilities – storage,</p>

	transmission, transportation, retention and disposal – procedures based on our classification scheme, and a policy that is documented and maintained.
<b>Date from which Personal Data is to be processed</b>	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:  N/A

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



## Schedule 1 – Statement of Requirements

### STATEMENT OF REQUIREMENT

#### Introduction

The Royal Fleet Auxiliary (RFA) Service, Senior Manager Safety Awareness (SMSA) and Junior Manager Safety Awareness (JMSA) training courses are required to enable senior and junior managers, along with RFA on board Health and Safety Representatives to develop their existing skills and understand the principles, regulation and application of Health and Safety in a maritime environment.

The training should be Maritime and Coastguard Agency (MCA) / Standards of Training, Certification and Watchkeeping for Seafarers (STCW) accredited or approved as a minimum. The RFA require the provision of training for RFA personnel over a contract period of 5 years.

#### Background

There is a requirement to educate RFA personnel in order to comply with both BRd10 and BRd875 to provide RFA core safety training courses. The requirement to provide safety training is also established firmly in UK Maritime law. The safety training is necessary to maintain the arrangements for each ship to operate its Safety Management System, needed to comply with the International Maritime Organisations (IMO) - International Safety Maritime Code, Safety Management Certificate without which ships cannot sail.

Historically this training has been provided in the following bespoke courses:

- SMSA - external accreditation Maritime and Coastguard Agency – Shipboard Safety Officer;
- JMSA - external accreditation Maritime and Coastguard Agency Shipboard Safety Officer;
- OSR - On Board Safety Representative (This has now been sourced via an in-Service solution delivered at HMS COLLINGWOOD).

#### Requirement

The SMSA and JMSA courses are required to enable RFA personnel in Line Management or Safety Management positions to meet MCA Shipboard Safety Officer standards and to maintain the ships Safety Management System in order to comply with IMO standards and BRd10 - Navy Command Safety and Environmental Management System (NC SEMS).

#### Description of Work – SMSA Course

The SMSA course is a bespoke RFA safety training programme for Senior Officers, designed to fulfil the requirements of the Merchant Navy Training Board (MNTB) standards for Shipboard Safety Officers (SSO) 2<sup>nd</sup> edition, 2018 and incorporates the Shipboard Safety Officer and Shipboard Risk & Safety Management. This course should be bespoke to the RFA, noting the unique operating environment and safety related risks incumbent in the role of the RFA Service.

The SMSA is aimed at First Officer (1/O) and above across all departments with priority given to Captain and Chief Officers in the Deck (X), Marine Engineering (ME) branches and Heads of Departments (HoDs) in all departments. Also Second Officer (LS) Band B and 2/O(C) as a HoD.

On completion of the course, delegates should be provided with an MCA approved Shipboard Safety Officer Certificate.

The course addresses safety from the perspective of ship and departmental management responsibility. Delegates are issued with a MCA approved Shipboard Safety Officer (SSO) Certificate (MCA course approved and STCW ready). This ensures that all Senior Officers understand and, if necessary, could carry out, the duties of the Safety Officer.

On completion of the training course delegates should be able to:

- Explain the underlying philosophy of safety with respect to Duty of Care and Risk Management.
- Understand, use and develop safety management systems.
- Identify the authority, accountability, roles and responsibilities of key personnel onboard and ashore.
- Effectively predict and recognise hazards and threats.
- Apply tabletop exercising, risk assessment and operational planning skills.
- Direct, monitor and control safety critical shipboard activities.
- Conduct and report on shipboard accident investigations.
- Identify and implement methods of improving safety culture and performance.
- Participate constructively in safety meetings, debates and presentations.
- Ensure their ships meets all legal and corporate health, safety and environmental objectives and obligations.

Training is required to cover the following content and topics as a minimum to comply with the MNTB standards for SSO 2<sup>nd</sup> edition 2018:

- Introduction - Tutor introductions, venue, domestics and safety arrangements, course aims, structure and materials.
- Legislative overview – The legal framework of national and international legislation.
- The underlying philosophy and principles of safety.
- Detailed analysis of Statutory Instrument (SI) 2962<sup>1</sup> and the International Safety Management (ISM) Code and International Maritime Organisation (IMO) conventions.
- SI 2962, MIN 564 and ISM requirements.
- SI 1512 - The Health and Safety (Miscellaneous Revocations and Amendments) Regulations 2013.
- Duty of Care and risk mitigation (SI 2962) - So Far as is Reasonably Practicable and the principles of Risk Management.
- Safety Culture (SI 2962) - Code of safe working practice and safety leadership.
- The economics of safety and the Temple of Safety.
- Systems Approach – Roles and Responsibilities and Leading Safety.
- The RFA operating environment and analysis – examination of concerns and potential mitigation.
- The Role of the Civil Service and MoD Safety Agencies and the Safety Case Approach.
- Accident statistics – Statistical integrity and use of statistics as a persuasive tool (accident triangles, pie charts and trend analysis), raising awareness through good statistics.
- Accident Causation Theory – Accident causation theories, causal chains and Human Factors knowledge.
- Rule and skill-based behaviour.
- Detailed discussion of roles and responsibilities of key personnel with focus on the duties of the Safety Officer, explaining each in turn.

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<sup>1</sup> The Merchant Shipping and Fishing Vessels (Health and Safety at Work) Regulations 1997.

- Detailed discussion of roles and responsibilities of key personnel – focussed on powers and obligations of safety representatives, explaining each in turn.
- Reason's, culpability model and Just Culture.
- Systematic Approach and Risk Management.
- Risk Assessment Techniques (Formal and Dynamic) and Forms - to include the Structured What If Technique (SWIFT) and ERIC-PD (Eliminate, Reduce, Isolate, Control, Personal Protective Equipment, Discipline/Training).
- Code of Safe Working Practices (CoSWP) for Merchant Seafarers 2020.
- Scenario Based Risk Assessment - Scenario based Risk Assessment Methodologies.
- Planning and Contingency Approach - worked example scenario Risk Assessment to include a tabletop and scenario based Risk Assessment using SWIFT. Plan, Do, Check Act and ERIC-PD methodology.
- Health and Safety Executive (HSE) Safety Governance Guide.
- Project Based Approaches – Safety Case.
- Investigation and Reporting – Latest RFA/Merchant Navy Accident Statistics. Reporting requirements and Navy Lessons Identified Management System (NLIMS). Evidence Gathering and Root Cause Analysis.
- Marine Accident Investigation Branch (MAIB),
- Navy Safety Occurrence Report (NSOR) (see NSG-06 NSOR User Guide).
- How to complete the NLIMS forms online.
- Legal and ISM compliance workshop – to include: Assessing risk to people, assets and environment; Defining policy and identifying objectives; Creating Safe Operation Procedures (SOPs) and records using information and physical resources; Developing contingency plans using SWIFT.
- Review ISM Code – Temple systems pillar, Plan, Do, Check, Act and the systems approach. The role and benefit of procedures, permits and checklists and audit requirements 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> party.
- Practical workshops and assessments.
- Formal safety assessment and safety case approach, including safety related project planning.
- In-depth accident investigation, planning, analysis and reporting.
- The NLIMS database and practical NLIMS reporting (*Safety Centre visiting trainer*).
- ISM Compliance extended to include recognition and ownership of cumulative risk.
- Reporting deficiencies to facilitate the maintenance of operational effectiveness.
- MOD operating environment and Duty Holder Framework (*RFA input*).
- Risk in context, cumulative risk and the Official Duty Holder (ODH), strategic safety governance issues.
- Exploring super safe organisations and the 6 super safe rules.
- Scenario based risk assessment and table topping techniques

### **Description of Work – JMSA Course**

The JMSA course is a bespoke RFA safety training programme for Junior Officers and personnel who plan for and supervise hazardous work. The training should be based on and comply with the requirements of the MNTB standards for SSO 2<sup>nd</sup> edition, 2018. Training should be approved by the UK MCA. This training should be bespoke to the RFA, noting the unique operating environment and safety related risks incumbent in the role of the RFA Service.

The JMSA course considers safety from the perspective of day to day or watch management responsibility and the supervision of work, and delegates are issued with an MCA approved Non-STCW Certificate for Shipboard Risk & Safety Management on completion of the training.

The JMSA is aimed at personnel from Petty Officer (PO) to 2/O inclusive across all departments, with priority given to Chief Petty Officer (CPO) and Medical Technician (MedTech).

On completion of the training course delegates should be able to:

- Understand the philosophy underpinning 'Duty of Care' and the principles relating to the term 'So Far as Reasonably Practicable'.
- The CoSWP.
- Appreciate the value and use of the CoSWP, whilst also understanding the legislative framework it supports.
- Explain the purpose of, and the requirements for compliance with IMO's ISM Code for Ships.
- Describe how an effective SMS operates on board.
- Define the role and powers of the Safety Representative, SSO and work supervisor.
- Appreciate the significance of company specific and industry sector accident statistics and trends.
- Understand the cause and cost of accidents in the marine environment.
- Recognise hazards and carry out workplace inspections.
- Undertake, record and review risk assessments.
- Identify appropriate hazards and risk control measures.
- Assist with accident investigation and reporting.
- Participate effectively in the work planning process following the systematic framework of Plan, Do, Check and Act.
- Effectively contribute to raising safety awareness onboard and to safety related meetings.
- Liaise with and manage their teams to ensure compliance with all ISM requirements.

Training is required to cover the following content and topics as a minimum to comply with the MNTB standards for SSO 2<sup>nd</sup> edition 2018:

- Introduction - Tutor introductions, venue, domestics and safety arrangements, course aims, structure and materials.
- Legislative overview and the ISM code.
- Introduce and explain SI 2962.
- Duty of Care and risk mitigation (SI 2962) - So Far as is Reasonably Practicable and the principles of Risk Management.
- SI 1512 and the ISM Code.
- The MoD Duty Holder Framework.
- RFA Safety Management Arrangements.
- Shipboard SMS.
- Controlling hazardous work through SOPs and permits.
- Auditing Safety Systems and the role of the HSE, MCA and MAIB.
- Safety leadership and the Just Culture.
- The costs of failing versus improving in safety.
- The Temple of Safety SI 2962 explained.
- Roles and responsibilities – The role of the supervisor in safety management and process improvement.
- The role, responsibilities and powers of the Safety Representatives.
- Rules governing the election of Safety Representatives.
- The role and statutory duties of the SSO.
- On board Safety Committee meetings – Role, representatives and responsibilities.
- The Plan, Do, Check, Act quality management model.
- Applying the Plan, Do, Check Act principles.

- Adopting a systematic approach for day to day work management.
- The RFA Temple of Safety.
- Accident Causation and Prevention.
- The TEMPLE as an accident causation model.
- Other accident causation models – Swiss Cheese/Bowtie/Immediate/Contributory and Organisational Factors.
- Human Factors and the human element in accidents.
- Accident analysis, management systems and safety leadership.
- Contingency planning – Hazards and Risks.
- Knowledge, Rule and Skill based behaviour.
- Rule based errors in relation to systems, training and stress.
- Risk Assessment – RFA Risk Assessment Techniques, Forms and Control Hierarchy.
- Practical Risk Assessment.
- Shipboard hazard awareness – dynamic risk assessment and workplace husbandry.
- Incident and accident investigation – investigation requirements.
- Investigation techniques and reporting.
- The junior manager as Investigating Officer – analysis and discussion.
- Evidence gathering and Root Cause Analysis.
- Introduction to SI 2962 and ISM – Compliance workshop.
- Assessing risk to people, assets and the environment.
- Defining policy and identifying objectives.
- Creating SOPs and records, using information and physical resources.
- Developing contingency plans using SWIFT.
- Defining verification and audit requirements.
- Learning and improving – NLIMS and NSOR.

The SMSA and JMSA courses are to be delivered interactively to a maximum of 12 delegates per course using a combination of lecture, discussion and debate, video and case study analysis and team workshops.

### **Practical Training to include**

The course should provide a combination of integrated training lectures, discussion and debate; video and case study; analysis and team workshops; along with practical risk assessments, based on case studies and videos as appropriate. Training should be classroom based, but should consider all appropriate blended learning solutions to deliver training in order to provide a valuable training experience.

### **Deliverables**

The current prediction for each training year includes: -

- 5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.
- 10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.

Training should be delivered by highly experienced, senior, suitably qualified and experienced (SQEP) mariners. Training should be STCW accredited or approved as a minimum. Personnel should be provided with a course completion certificate recognised by the MCA as meeting the principles laid down in the MNTB standards for SSO 2<sup>nd</sup> edition, 2018 and have satisfied the necessary criteria. All training and training materials should be delivered in English.

Each successful candidate will receive as appropriate: -

- Shipboard Safety Officer certificate

- Shipboard Risk & Safety Management certificate

Personnel shall receive course handouts that support theory and practical instruction in the areas identified above.

### **Milestones**

Course dates should be offered at regular intervals across the year, with the first course being available no later than 3 months following contract award.

Training should be provided by an MCA approved training company. Training ideally should be delivered within 30 miles of Navy Command, Whale Island, Portsmouth area to ensure continued input from RFA subject matter experts and the Navy Safety Centre and continued assurance of that input.

### **Duration**

The desired duration of the contract is 5 years. The contract should commence as soon as is practicable and no later than October 2021, to ensure operational capability is maintained.

### **Safety**

Suppliers are to have relevant Safety, Health, Environment and Fire (SHEF) Risk Assessment and safe working practices in place for all training.

### **Pricing/Payment**

A Purchase Order for the contract maximum limit of liability shall be raised on contract commencement. On completion of each training course the Contractor shall email a draft invoice, detailing the course costs including number of personnel/rates, to the relevant RFA contact. At the end of each month the RFA will receipt the Purchase Order for the total value of all draft invoices that were agreed during that month. The Contractor shall then submit their invoice in Exostar for the total amount due from those draft invoices agreed within that month.

### **Security**

No specific requirement identified.

### **Personal Data**

Personal data will be provided within the limitations required for course nominals and MCA certification purposes only. Data must be handled, stored, retained and destroyed in accordance with current Data Protection laws and regulations.

### **Quality**

Training must be provided in accordance with MCA/STCW accredited and approved standards as a minimum.

### **Accreditation**

The training provider must be MCA/STCW accredited or approved as a minimum. SMSA must lead to an approved SSO Certificate. If additional certification/accreditation is gained by course attendance, then this would be advantageous.

### **Software/Hardware**

SMSA and JMSA training is to provide high quality instruction and training in order to train and certify personnel responsible for the safe conduct of operations within the RFA Service.

**Exploitation Levy**

Not applicable.

**Site Visits**

Not applicable.

**Samples**

Samples and details of course handouts and course timetables are to be provided.

**Implementation**

Not applicable.

**Exit**

Not applicable.

**TUPE**

Not applicable.

**Acronyms and Abbreviations**

RFA - Royal Fleet Auxiliary.

SMSA - Senior Manager Safety Awareness.

JMSA - Junior Manager Safety Awareness.

MCA - Maritime and Coastguard Agency.

STCW - Standards of Training, Certification and Watchkeeping for Seafarers.

IMO - International Maritime Organisations.

NC SEMS - Navy Command Safety and Environmental Management System.

MNTB - Merchant Navy Training Board.

HoDs - Heads of Departments.

SSO - Shipboard Safety Officer.

SI - Statutory Instrument.

ISM - International Safety Management.

IMO - International Maritime Organisation.

SWIFT - Structured What If Technique.

ERIC-PD - Eliminate, Reduce, Isolate, Control, Personal Protective Equipment, Discipline.

CoSWP - Code of Safe Working Practices for Merchant Seafarers.

SMS - safety management system.

MoD - Ministry of Defence.

HSE - Health and Safety Executive.

NLIMS - Navy Lessons Identified Management System.

MAIB - Marine Accident Investigation Branch.

NSOR - Navy Safety Occurrence Report.

SOPs - Safe Operation Procedures.

ODH - Official Duty Holder.

CPO - Chief Petty Officer.

MedTech - Medical Technician.

SQEP - suitably qualified and experienced.

SHEF - Safety, Health, Environment and Fire.

#### **Points of Contact**

Redacted under FOIA Section 40, Personal Information



## Schedule 2 - Schedule of Requirements

### Deliverables in accordance with Statement of Requirements

Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item (including any packaging, travel, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, travel, delivery and importing)
1	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 1 1 June 2022 – 30 June 2023	Per Item	5	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
2	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item	10	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
3	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 2 1 June 2023 – 30 June 2024	Per Item	5	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
4	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item	10	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
5	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 3 1 June 2024 – 30 June 2025	Per Item	5	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
6	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item	10	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
7	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 4 1 June 2025 – 30 June 2026	Per Item	5	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
8	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item	10	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
9	5 x SMSA courses with a capacity of 12 personnel per course = 60 places per year.	Year 5 1 June 2026 – 30 June 2027	Per Item	5	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
10	10 x JMSA courses with a capacity of 12 personnel per course = 120 places per year.		Per Item	10	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
Quantities shown are expected numbers and not a guarantee of amounts required or due. Quantity ordered under the contract may differ dependent on The Authority requirements					Total Price	£350,000

Item Number	Consignee Address (XY code only)
All	HM Naval Base Portsmouth
Item Number	Payment Schedule
X	Payments to be made following delivery of service/purchase

### Schedule 3 - Contract Data Sheet

<b>Contract Period</b>	<p>Effective date of Contract: 1 June 2022</p> <p>The Contract expiry date shall be: 30 June 2027</p>
<b>Clause 6 - Notices</b>	<p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes</p> <p>No</p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>
<b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b>	<p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes</p> <p>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><b>Other Quality Assurance Requirements:</b></p> <p>N/A</p>

<b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b>	<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) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <hr/> <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)  Movement Transport Safety Regulator (MTSR)  Hazel Building Level 1, #H019  MOD Abbey Wood (North)  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>
<b>Clause 10 – Delivery/Collection</b>	<p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor</p> <p>Special Instructions:</p> <p>Collected by the Authority</p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p>
<b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>	<p>Additional packaging requirements:</p> <p>N/A</p>
<b>Clause 13 – Progress Meetings</b>	<p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>
<b>Clause 13 – Progress Reports</b>	<p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>

## Appendix - Addresses and Other Information

## 1. Commercial Officer:

Redacted under FOIA Section 40, Personal Information

## 8. Public Accounting Authority:

- 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
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☐ 44 (0) 161 233 5394

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

Redacted under FOIA Section 40, Personal Information

## 9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

## 0. Packaging Design Authority:

Organisation and point of contact:

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

☐

## 1. (a) Supply/Support Management Branch or Order Manager Branch/Name:

As per box 2

☐

## (b) U.I.N.

## 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 ☐ 01869 256052 (option 2, then option 3); JSCS Fax No 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSp-RAMP@mod.gov.uk](mailto:UKStratCom-DefSp-RAMP@mod.gov.uk) in the first instance

## 2. Drawings/Specifications are available from:

## 11. The Invoice Paying Authority:

Ministry of Defence ☐ 0151-242-2000  
DBS Finance  
Walker House, Exchange Flags Fax: 0151-242-2809  
Liverpool, L2 3YL  
**Website is:**  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

## 3. Intentionally Left Blank

## 0. 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.dii.f.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

## 12. Forms and Documentation are available through \*:

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

**\* NOTE**

- Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>
- If the required forms or documentation are not available on the MOD Intranet site requests should be submitted through the Commercial Officer named in Section 1.

**Ministry of Defence**  
**Acceptance of Offer of Contract**

To:

We acknowledge receipt of your Department's Letter of Offer, reference 701577429 dated 23 December 2021, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

We agree that the contract shall be subject to English Law.

<b>Offer and Acceptance</b>																	
<p><b>A) Offer</b></p> <p>Contract 701577429 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 23 May 2022. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p>	<p><b>B) Acceptance of Offer of Contract</b></p> <p>I acknowledge receipt of the Departments contract letter reference 701577429.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>.</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p> <p><span style="background-color: yellow;">Redacted</span> under FOIA Section 40, Personal Information</p>																
<p><b>Section C) Tier 1 Sub-Contractor data:<sup>2</sup></b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name .....</td> <td style="width: 25%;">value of work (£ ex VAT) .....</td> <td style="width: 25%;">Location Of work.....</td> <td style="width: 25%;">SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> </table>		Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No	Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No	Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No	Name .....	value of work (£ ex VAT) .....	Location Of work.....	SME ...Yes / No
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<sup>2</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Subcontractors (Tier 1). SMEs are defined by the EU on [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-index_en.htm)