



Contract No: 712615450

For

CCCT/818 - Asbestos Awareness Training

Between Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland Corporate Commercial Capability Team Corporate Commercial Team Spruce 0A MOD Abbey Wood Bristol BS34 8JH [Redacted Under FOIA Section 40 – Personal Information] [Redacted Under FOIA Section 40 – Personal Information]	And Lucion Services Limited Unit 5 Abbots Park Preston Brook Runcorn Cheshire WA7 3GH [Redacted Under FOIA Section 40 – Personal Information]
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1. Definitions - In the Contract:

Articles means, in relation to Clause 9 and Schedule 3 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

Assets Subject to Special Controls (ASSC) means a Contractor Deliverable which is: (1) subject to the United States International Traffic In Arms Regulations (ITAR); (2) subject to the 600 series of the United States Export Administration Regulations (EAR); or (3) classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

ASSC Indicator means for Contractor Deliverables subject to ITAR, a United States Munitions List (USML) or for Contractor Deliverables subject to the 600 series of the EAR, an Export Control Classification Number (ECCN);

The Authority means the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, (referred to in this document as "the Authority"), acting as part of the Crown;

Business Day means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;

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

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

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

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

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

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.

Mixture means a mixture or solution composed of two or more substances;

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;

PPT means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;

PPT Legislation means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;

Plastic Packaging Component(s) shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;

Sensitive Information means the information listed as such in Schedule 4, being information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;

Substance means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

Transparency Information means the content of this Contract in its entirety, including from time to time agreed changes to this Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations Act 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;

Quality Assurance Requirements means those requirements specified in Schedule 3 – Contract Data Sheet; and

Unique Item Identifier (UII) means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of: (1) NATO Stock Number (NSN); (2) NATO Commercial and Government Entity (NCAGE) code; (3) ASSC Indicator, where applicable; (4) serial number; and (5) part number.

2. General

- a. The Contractor shall comply with all applicable Legislation, whether specifically referenced in this Contract or not.
- b. Any variation to the Contract shall have no effect unless expressly agreed in writing and signed by both Parties.
- c. If there is any inconsistency between these terms and conditions and the associated documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:
 - (1) the terms and conditions;
 - (2) the schedules; and
 - (3) the documents expressly referred to in the agreement.
- d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.
- e. Failure or delay by either Party in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of its rights or remedies. No waiver in respect of any right or remedy shall operate as a waiver in respect of any other right or remedy.
- f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.
- g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 16 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3. Application of Conditions

- a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.
- b. The Contract constitutes the entire agreement and understanding and supersedes any previous agreement between the Parties relating to the subject matter of the Contract.

4. Disclosure of Information

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

5. Transparency

- a. Notwithstanding any other condition of this Contract, including DEFCON 531 (SC1), the Contractor understands that the Authority may publish the Transparency Information to the general public.
- b. Subject to Clause 5.c, the Authority shall publish and maintain an up-to-date version of the Transparency Information in a format readily accessible and reusable by the general public under an open licence where applicable.
- c. If, in the Authority's reasonable opinion, publication of any element of the Transparency Information would be contrary to the public interest, the Authority shall be entitled to exclude such information from publication. The Authority acknowledges that it would expect the public interest by default to be best served by publication of the Transparency Information in its

entirety. Accordingly, the Authority acknowledges that it shall only exclude Transparency Information from publication in exceptional circumstances and agrees that where it decides to exclude information from publication on that basis, it will provide a clear statement to the general public explaining the categories of information that have been excluded from publication and reasons for withholding that information.

- d. The Contractor shall assist and co-operate with the Authority as reasonably required to enable the Authority to publish the Transparency Information, in accordance with the principles set out above. Where the Authority publishes Transparency Information, it shall:
- (1) before publishing redact any information that would be exempt from disclosure if it was the subject of a request for information under the FOIA and/or the EIR, for the avoidance of doubt, including the Sensitive Information.
 - (2) taking into account the Sensitive Information set out in Schedule 4, consult with the Contractor where the Authority intends to publish information which has been identified as Sensitive Information. For the avoidance of doubt the Authority, acting reasonably, shall have absolute discretion to decide what information shall be published or be exempt from disclosure in accordance with the FOIA and/or the EIR; and
 - (3) present information in a format that assists the general public in understanding the relevance and completeness of the information being published to ensure the public obtain a fair view on how this Contract is being performed.

6. Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

- (1) if delivered by hand, on the day of delivery if it is the recipient's Business Day and otherwise on the first Business Day of the recipient immediately following the day of delivery;
- (2) if sent by prepaid post, on the fourth Business Day (or the tenth Business Day in the case of airmail) after the day of posting;
- (3) if sent by facsimile or electronic means:
 - (a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or
 - (b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following the completion of receipt by the sender of verification of transmission from the receiving instrument.

7. Intellectual Property

- a. The Contractor shall as its sole liability keep the Authority fully indemnified against an infringement or alleged infringement of any intellectual property rights or a claim for Crown

use of a UK patent or registered design caused by the use, manufacture or supply of the Contractor Deliverables.

- b. The Authority shall promptly notify the Contractor of any infringement claim made against it relating to any Contractor Deliverable and, subject to any statutory obligation requiring the Authority to respond, shall permit the Contractor to have the right, at its sole discretion to assume, defend, settle or otherwise dispose of such claim. The Authority shall give the Contractor such assistance as it may reasonably require to dispose of the claim and will not make any statement which might be prejudicial to the settlement or defence of the claim.
- c. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Notification of Intellectual Property Rights (IPR) Restrictions

- d. Where any of the Conditions listed below (1 to 3) have been added to these Conditions of the Contract as Project Specific DEFCONs at Clause 22, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those Conditions, or of which the Contractor is or should reasonably be aware as at Effective Date of Contract, are disclosed in Schedule 5 (Notification of Intellectual Property Rights (IPR) Restrictions):
 - (1) DEFCON 15 - including notification of any self-standing background Intellectual Property;
 - (2) DEFCON 90 - including copyright material supplied under Clause 5;
 - (3) DEFCON 91 - limitations of Deliverable Software under Clause 3b;
- e. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Schedule 5.
- f. Any amendment to Schedule 5 shall be made in accordance with DEFCON 503 (SC1).

8. Supply of Contractor Deliverables and Quality Assurance

- a. This Contract comes into effect on the Effective Date of Contract.
- b. The Contractor shall supply the Contractor Deliverables to the Authority at the Firm Price stated in the Contract.
- c. The Contractor shall ensure that the Contractor Deliverables:
 - (1) correspond with the specification;
 - (2) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) except that fitness for purpose shall be limited to the goods being fit for the particular purpose held out expressly by or made known expressly to the Contractor and in this respect the Authority relies on the Contractor's skill and judgement; and
 - (3) comply with any applicable Quality Assurance Requirements specified in the Contract.
- d. Import licences, export licences and any associated restrictions under the Contract shall be managed in accordance with DEFCON 528 (SC1).

9. Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables

- a. Nothing in this Clause 9 shall reduce or limit any statutory duty or legal obligation of the Authority or the Contractor.
- b. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract: confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables contain hazardous Substances, Mixtures or Articles; and
 - (1) for each Substance, Mixture or Article supplied in meeting the criteria of classification as hazardous in accordance with the GB Classification, Labelling and Packaging (GB CLP) a UK REACH compliant Safety Data Sheet (SDS);
where Mixtures supplied do not meet the criteria for classification as hazardous according to GB CLP but contain a hazardous Substance an SDS is to be made available on request; and
 - (2) for each Article whether supplied on its own or part of an assembly that contains a Substance on the UK REACH Authorisation List, Restriction List and / or the Candidate List of Substances of Very High Concern (SVHC) in a proportion greater than 0.1% w/w of the Article, sufficient information, available to the supplier, to allow safe use of the Article including, as a minimum, the name of that Substance.
- c. For substances, Mixtures or Articles that meet the criteria list in Clause 9.b above:
 - (1) if the Contractor becomes aware of new information which may affect the risk management measures or new information on the hazard, the Contractor shall update the SDS/safety Information and forward it to the Authority and to the address listed in Schedule 3; and
 - (2) if the Authority becomes aware of new information that might call into question the appropriateness of the risk management measures identified in the safety information supplied, shall report this information in writing to the Contractor.
- d. If the Substances, Mixtures or Articles in Contractor Deliverables are Ordnance, Munitions or Explosives (OME), in addition to the requirements of the GB CLP and UK REACH the Contractor shall comply with hazard reporting requirements of DEF STAN 07-085 Design Requirements for Weapons and Associated Systems.
- e. If the Substances, Mixtures or Articles in Contractor Deliverables, are or contain or embody a radioactive substance as defined in the Ionising Radiation Regulations SI 2017/1075, the Contractor shall additionally provide details on DEFFORM 68 of:
 - (1) activity; and
 - (2) the substance and form (including any isotope).
- f. If the Substances, Mixtures and Articles in Contractor Deliverables have magnetic properties which emit a magnetic field, the Contractor shall additionally provide details on DEFFORM 68 of the magnetic flux density at a defined distance, for the condition in which it is packed.
- g. Failure by the Contractor to comply with the requirements of this Condition shall be grounds for rejecting the affected Substances, Mixtures and Articles in Contractor Deliverables. Any withholding of information concerning hazardous Substance, Mixtures or Articles in Contractor Deliverables shall be regarded as a material breach of Contract under Clause 18 (Material Breach) for which the Authority reserves the right to require the Contractor to rectify the breach immediately at no additional cost to the Authority or to terminate the Contract in accordance with Clause 18.

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

11. Marking of Contractor Deliverables

- a. Each Contractor Deliverable shall be marked in accordance with the required particulars specified in the Contract.
- b. Each ASSC shall be marked with a UII, to be affixed by way of a 2D data matrix label, in accordance with DEF-STAN 05-132.
- c. Where the Contract requires a non-ASSC Contractor Deliverable to be marked with a UII, to be affixed by way of a 2D data matrix label, this shall also be in accordance with DEF-STAN 05-132.
- d. Any marking method used shall not have a detrimental effect on the strength, serviceability or corrosion resistance of the Contractor Deliverables. Where a 2D data matrix label is affixed, it shall last for the life of a Contractor Deliverable.
- e. Where because of its size or nature it is not possible to mark a Contractor Deliverable with the required particulars, they shall be included on the package or carton in which the Contractor Deliverable is packed, in accordance with Clause 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)

- a. The Contractor shall pack or have packed the Contractor Deliverables in accordance with any requirements specified in the Contract and Def Stan 81-041 (Part 1 and Part 6).
- b. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 12. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).

- c. 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.

13. Plastic Packaging Tax

- a. The Contractor shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
- b. The Contract Price includes any PPT that may be payable by the Contractor in relation to the Contract.
- c. On reasonable notice being provided by the Authority, the Contractor shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
- d. The Contractor shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Contractor shall provide any such information that the Authority requires in relation to any such adjustment.
- e. In accordance with DEFCON 609 (SC1) the Contractor (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
- f. Where the Contractor manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Contractor shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Contractor has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Contractor providing:
 - (1) confirmation of the tax status of any Plastic Packaging Component;
 - (2) documents to confirm that PPT has been properly accounted for;
 - (3) product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - (4) copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
- g. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Contractor, to ensure any information that has been provided in accordance with Clause 13.f above is accurate.
- h. In the event the Contractor is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
- i. The Contractor shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Contractor for the Authority to comply with any obligations it may have under the PPT Legislation.

14. Progress Monitoring, Meetings and Reports

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

to the Authority. A summary of discussion, actions and decisions at meetings will be made by the Contractor and provided to the Authority for agreement prior to publication. The agenda should be provided 5 (five) working days prior to the meeting. The Summary of discussions and actions should be provided 5 (five) working days after the meeting. Meetings shall be used to discuss the Management Information provided by the Contractor, success of training packages, payments, best practice, and areas of focus.

15. Payment

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under Clause 15b 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 15a, 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 (thirty) 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 15b 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 15c 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.

16. 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 16.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.

17. 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 17.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 17.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.

18. 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 their obligations under the Contract. Where the Authority has terminated the Contract under Clause 18 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.

19. 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.

20. Limitation of Contractor's Liability

- a. Subject to Clause 20.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 Clause 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.

21. The Mandatory DEFCON SC Variants that apply to this Contract are:

DEFCON 503 (SC1) - Formal Amendments to Contract
DEFCON 528 (SC1) - Import and Export Licenses
DEFCON 531 (SC1) - Disclosure of Information

22. The project specific DEFCONs and DEFCON SC variants that apply to this Contract are:

DEFCON 076

DEFCON 76 (SC1) (Edn 11/22) - Contractor's Personnel At Government Establishments

DEFCON 532B

DEFCON 532B (Edn 12/22) - Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority)

DEFCON 534

DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment

DEFCON 538

DEFCON 538 (Edn 06/02) – Severability

DEFCON 540

DEFCON 540 (SC1) (Edn 05/23) Conflicts of Interest

DEFCON 566

DEFCON 566 (Edn 04/24) - Change of Control of Contractor

DEFCON 609

DEFCON 609 (SC1) (Edn 08/18) Contractor's Records

DEFCON 620

DEFCON 620 (SC1) (Edn 06/22) Contract Change Control Procedure

DEFCON 656A

DEFCON 656A (Edn 08/16) - Termination for Convenience (Contracts Under £5M)

DEFCON 658

DEFCON 658 (SC1) (Edn 10/22) – Cyber

The Cyber Risk Profile (as defined DEFSTAN 05/138) for this requirement is low. The Cyber Risk Assessment Reference is RAR-240325A04.

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

DEFCON 691

DEFCON 691 (SC1) (Edn 02/17) Timber and Wood - Derived Products

DEFCON 703

DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting in the Authority

23. The special conditions that apply to this Contract are:

General Conditions

23.1 Third Party IPR Authorisation

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

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

23.2 Russian and Belarusian Exclusion Condition for Inclusion in Contracts

- a. The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:
 1. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or
 2. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - (2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.
- b. The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.
- c. The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 (fourteen) Business Days of receipt of the Authority's written concerns, for the Authority's consideration.
- d. The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

23.3 Payment Terms

The Contractor shall provide the Authority a monthly report, 20 (twenty) Business Days after completion of each Asbestos Awareness Training course. Upon the Authority's acceptance of the monthly report in line with the Delivery Schedule, the Contractor shall be authorised to submit an invoice for payment.

23.4 Option Years

The Authority shall provide 3 (three) months' notice in writing to exercise its intention to take up any of the options listed within Table 2 of the Schedule of Requirements (Schedule 2), prior to contract expiry.

The option prices contained within Table 2 of the Schedule of Requirements (Schedule 2) are not subject to change.

The Authority shall have no obligation to exercise such options.

Key performance Indicators

Key Performance Indicators (KPI) Summary					
KPI Nr.	KPI Title	Reporting Frequency	Rectification Clause		
			Performance met	Underperforming	Performance not met
KPI 1	Data Supply	Monthly, throughout the duration of the contract. To be provided within 20 Business Days of each course.	No further action required	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
KPI 2	Delivery Schedule	Annually, the Contractor shall include a report on the Delivery Schedule at the Annual Progress Meeting.	No further action required	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
KPI 3	Course Maintenance	Monthly, the Contractor shall provide a report of any updates	No further action required	The Contractor shall provide a written explanation of how the Contractor plans to improve performance	At the request of the Authority the Contractor shall provide a written formal report

		or amendments throughout the duration of the contract.		within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.	identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
KPI 4	Social Value	Annually, the Contractor shall include a report on Social Value at the Annual Progress Meeting.	No further action required	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.

Key Performance Indicator 1		
KPI Title: Data Supply		Required Performance
Incidence Measures, Definitions and Description	The Contractor shall provide a report to the Authority within 20 (twenty) Business Days of each workshop. These shall contain:	a) Delegate attendance results b) Delegate assessment results c) Delegate course feedback
Who Reports	Contractor reports to the Authority	
Reporting Frequency	Monthly, throughout the duration of the contract. To be provided within 20 (twenty) Business Days of completion of each course.	
Performance Criteria		
Performance Bands	Performance Level	Action / Consequence
Performance met	Management Information received within given timescale	No further action required
Under Performing	Management Information received within 21 (twenty-one)-25 (twenty-five) Business Days	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g., the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
Performance not met	Management Information received within 26 (twenty-six) Business Days or more	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g., the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.

Key Performance Indicator 2		
KPI Title: Delivery Schedule		Required Performance
Incidence Measures, Definitions and Description	The Contractor shall deliver the schedule of courses, as agreed with the Authority at the start up meeting.	a) The Contractor shall deliver up to 18 workshops in Contract year 1, 18 Workshops in Contract year 2 and 18 Workshops in the final Contract year 3. b) The balance of these would be two face-to-face to one virtual delivery, based on the agreed amount of workshops per Contract year, for up to 15 delegates per session and should be approx. 4 hours in duration. c) The Contractor shall provide any reasonable adjustments required for delegates as identified and agreed by the Parties, as part of the course.
	Who Reports	Contractor reports to the Authority
Reporting Frequency	Annually, the Contractor shall include a report on the Delivery Schedule at the Annual Progress Meeting.	
Performance Criteria		
Performance Bands	Performance Level	Action / Consequence
Performance met	Quantity of Training delivered within agreed timescale	No further action required
Under Performing	Quantity of Training delivered outside the agreed timescale	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
Performance not met	Quantity Training not delivered within given timescale	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.

Key Performance Indicator 3		
KPI Title: Course Maintenance		Required Performance
Incidence Measures, Definitions and Description	The Contractor shall maintain and update the course material and training throughout the duration of the Contract.	a) Review and provide updates and amendments to the course material and training on a monthly basis, to maintain validity against Legislation and policy. The Contractor shall provide reference materials and details of any amendments to the Authority within 10 (ten) Business Days of any changes to the course material and training.
		b) The Contractor shall review and update course delivery, based on delegate feedback, as necessary.
Who Reports	Contractor reports to the Authority	
Reporting Frequency	Monthly, the Contractor shall provide a report of any updates or amendments throughout the duration of the contract.	
Performance Criteria		
Performance Bands	Performance Level	Action / Consequence
Performance met	Course maintenance and updates actioned within 10 (ten) Business Days, where applicable.	No further action required
Under Performing	Course maintenance and updates actioned within 11 (eleven)-15 (fifteen) Business Days	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
Performance not met	Course maintenance and updates actioned within 16 (sixteen) or more Business Days	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.

Key Performance Indicator 4		
KPI Title: Social Value		
Incidence Measures, Definitions and Description	Influence environmental protection and improvement. The Contractor shall provide an annual update on the progress of the below commitments:	
	- Complete a minimum of 100 people-hours per annum spent protecting and improving the environment under the contract – this will be reported to DE&S annually and be split per UK region. <i>To maximise the delivery of social value opportunities delivered, we plan on opening this scheme up to all employees across the Lucion Group.</i> - To complete a minimum of 10 licenses for environmental awareness training provided to SMEs in our supply chain – this will be reported to DE&S on a annual basis and split per UK region. 4 new green spaces created under the contract – this will be reported to DE&S on a annual basis and split into per UK region.	
Who Reports	Contractor reports to the Authority	
Reporting Frequency	Annually, the Contractor shall include a report on Social Value at the Annual Progress Meeting.	
Performance Criteria		
Performance Bands	Performance Level	Action / Consequence
Performance met	The Contractor has provided supporting evidence of action to achieve the KPI.	No further action required
Under Performing	The Contractor has provided limited evidence of any progress being made.	The Contractor shall provide a written explanation of how the Contractor plans to improve performance within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance under performing. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.

Performance not met	The Contractor is unable to provide any evidence.	At the request of the Authority the Contractor shall provide a written formal report identifying the cause/s of poor performance and steps taken to remedy this, within 5 (five) Business Days. The Parties may agree the circumstances give rise to the performance not being met. e.g. the circumstances are not within reasonable control of the Contractor. Therefore, in this instance, the written formal report may not be required.
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24 The processes that apply to this Contract are:

Not applicable

Offer and Acceptance

Offer and Acceptance

Contract: 712615450 for CCCT/818 Asbestos Awareness Training

This Contract shall come into effect on the: 28 August 2025

For and on behalf of the Contractor:

Name and Title	[Redacted Under FOIA Section 40 – Personal Information]
Signature	[Redacted Under FOIA Section 40 – Personal Information]
Date	27 August 2025

For and on behalf of the Secretary of State for Defence:

Name and Title	[Redacted Under FOIA Section 40 – Personal Information]
Signature	[Redacted Under FOIA Section 40 – Personal Information]
Date	28 August 2025

Schedule 1 - Additional Definitions of Contract

Not Applicable

Schedule 2 – Schedule of Requirements**Table 1 – Requirement**

LINE ITEM NO.	DESCRIPTION	QTY	DELIVERY DATES	DESIGN COST PER COURSE	MAINTENANCE COST PER COURSE	T&S COST PER COURSE	FIRM PRICE PER COURSE (EX VAT)	TOTAL FIRM PRICE (EX VAT)
1	Virtual training courses	Up to* 6	Year 1	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
2	Face-to-face training courses	Up to* 12	Year 1	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
3	Virtual training courses	6	Year 2		[Redacted Under FOIA Section 43 – Commercial Interests]		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
4	Face-to-face training courses	12	Year 2		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
5	Virtual training courses	6	Year 3		[Redacted Under FOIA Section 43 – Commercial Interests]		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
6	Face-to-face training courses	12	Year 3		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
TOTAL CONTRACT VALUE					[Redacted Under FOIA Section 43 – Commercial Interests]			
• Total Firm Price is based on up to 6 Virtual Courses and 12 Face-to-face courses in Year 1, once exact course numbers are known the total Firm Price and Contract Value will be updated via formal Contract Amendment.								

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“Design cost per course” is expected to only be seen in Year 1 and should account for costs associated with designing the course. The “Maintenance cost per course” is expected for most, if not all, years and should account for costs associated with keeping the course up to date. The “T&S per course” is expected only for the Face to Face courses and should be the primary cause behind differences in Virtual and Face to Face costs.

Table 2 - Options

LINE ITEM NO.	DESCRIPTION	QTY	DELIVERY DATES	DESIGN COST PER COURSE	MAINTENANCE COST PER COURSE	T&S COST PER COURSE	FIRM PRICE PER COURSE (EX VAT)	TOTAL FIRM PRICE (EX VAT)
7	Virtual training courses	6	Option year 1		[Redacted Under FOIA Section 43 – Commercial Interests]		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
8	Face-to-face training courses	12	Option year 1		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
9	Virtual training courses	6	Option year 2		[Redacted Under FOIA Section 43 – Commercial Interests]		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]
10	Face-to-face training courses	12	Option year 2		[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]	[Redacted Under FOIA Section 43 – Commercial Interests]

“Design cost per course” is expected to only be seen in Year 1 and should account for costs associated with designing the course. The “Maintenance cost per course” is expected for most, if not all, years and should account for costs associated with keeping the course up to date. The “T&S per course” is expected only for the Face to Face courses and should be the primary cause behind differences in Virtual and Face to Face costs.

Schedule 3 - Contract Data Sheet for Contract No: 712615450

Contract Period	Effective date of Contract: 28 August 2025 The Contract expiry date shall be: 27 August 2028 (unless condition 23.4 has been invoked)
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail. Notices served under the Contract shall be sent to the following address: Authority: [Redacted Under FOIA Section 40 – Personal Information] Contractor: Lucion Services Limited
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? No Other Quality Assurance Requirements: Not Applicable

Clause 9 – Supply of Data for Hazardous Substances, Mixtures and Articles in Contractor Deliverables	A completed DEFFORM 68 (Hazardous and Non-Hazardous Substances, Mixture and Articles Statement), and if applicable, UK REACH Article 31 compliant Safety Data Sheet(s) including any related information to be supplied in compliance with the Contractor's statutory duties under Clauses 9.b, and any information arising from the provisions of Clause 9 are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to The Authority's Representative (Commercial) by the following date: Not Applicable So that the safety information can reach users without delay, the Authority shall send a copy preferably as an email with attachment(s) in Adobe PDF or MS WORD format. (1) Hard copies to be sent to: Hazardous Stores Information System (HSIS) Spruce 2C, #1260, MOD Abbey Wood (South) Bristol BS34 8JH (2) Emails to be sent to: DESEngSfty-QSEPSEP-HSISMulti@mod.gov.uk SDS which are classified above OFFICIAL including Explosive Hazard Data Sheets (EHDS) for OME are not to be sent to HSIS and must be held by the respective Authority Delivery Team.
Clause 10 – Delivery/Collection	Contract Deliverables are to be: Delivered by the Contractor ☐ Special Instructions: Not Applicable Collected by the Authority ☐ Special Instructions (including consignor address if different from Contractor's registered address):

Clause 12 – Packaging and Labelling of Contractor Deliverables	Additional packaging requirements: Not Applicable
Clause 14 – Progress Meetings	The Contractor shall be required to attend the following meetings: Type: Progress Meetings Frequency: Annually Location: Via MS Teams
Clause 14 – Progress Reports	The Contractor is required to submit the following Reports: Type: Progress Report in line with the Progress Meetings Frequency: Monthly reports to be provided, 20 (twenty) Business Days following each Asbestos Awareness Course. Method of Delivery: Email Delivery Address: [Redacted Under FOIA Section 40 – Personal Information]

Schedule 3 - Annex A - DEFFORM 111

DEFFORM 111

Appendix - Addresses and Other Information

1. Commercial Officer

Name: [Redacted Under FOIA Section 40 – Personal Information]

Address: [Redacted Under FOIA Section 40 – Personal Information]

Email: [Redacted Under FOIA Section 40 – Personal Information] ☎☎

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

Name: [Redacted Under FOIA Section 40 – Personal Information]

Address: [Redacted Under FOIA Section 40 – Personal Information]

Email: [Redacted Under FOIA Section 40 – Personal Information] ☎☎

3. Packaging Design Authority Organisation & point of contact:

Not Applicable

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

☎☎ Not Applicable

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

Branch/Name: Not Applicable

☎☎

(b) U.I.N.

5. Drawings/Specifications are available from Not Applicable

6. Intentionally Blank

7. Quality Assurance Representative: Not Applicable

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

9. Consignment Instructions The items are to be consigned as follows: Not Applicable

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

OFFICIAL SENSITIVE COMMERCIAL

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

EXPORTS ☎☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B.JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

11. The Invoice Paying Authority

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

☎☎ 0151-242-2000 Fax: 0151-242-2809

Website is: <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site, Lower Arcott, Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email: Leidos-FormsPublications@teamleidos.mod.uk

*** NOTE**

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

<https://www.kid.mod.uk/maincontent/business/commercial/index.htm>

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

Schedule 4 - Contractor's Sensitive Information (i.a.w. Clause 5) for Contract No:

This list shall be agreed in consultation with the Authority and the Contractor and may be reviewed and amended by agreement. The Authority shall review the list before publication of any information.

Contract No: 712615450
Description of Contractor's Sensitive Information: N/A
Cross Reference(s) to location of Sensitive Information: N/A
Explanation of Sensitivity: N/A
Details of potential harm resulting from disclosure: N/A
Period of Confidence (if applicable): N/A
Contact Details for Transparency / Freedom of Information matters: Name: Bids Team Position: Bis Team Address: [Redacted Under FOIA Section 40 – Personal Information] Telephone Number: [Redacted Under FOIA Section 40 – Personal Information] Email Address: [Redacted Under FOIA Section 40 – Personal Information]

Schedule 5 - Notification of IPR Restrictions (iaw Clause 7)

DEFFORM 711 (Edn 11/22)

Ministry of Defence
DEFFORM 711 – NOTIFICATION OF INTELLECTUAL PROPERTY RIGHTS (IPR)
RESTRICTIONS

DEFFORM 711 - PART A – Notification of IPR Restrictions

1, ITT/Contract Number		712615450		
2. ID#	3. Unique Technical Data Reference Number / Label	4. Unique Article(s) Identification Number / Label	5. Statement Describing IPR Restriction	6. Ownership of the Intellectual Property Rights
1	N/A	N/A	N/A	N/A
2				
3				
4				
5				
6				
7				

8				
9				
10				

Please continue on additional sheets where necessary

DEFFORM 711 (Edn 11/22)

DEFFORM 711 - PART B – System / Product Breakdown Structure (PBS)

The Contractor should insert their PBS here. For Software, please provide a Modular Breakdown Structure

DEFFORM 711 (Edn 11/22)

Completion Notes**Part A**

If any information / technical data that is deliverable or delivered under the relevant Contract conditions is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the information / technical data in accordance with the conditions of any resulting Contract, then the Contractor must identify this restricted information / technical data in this Part A. Otherwise, the Authority shall treat such information in accordance with the same rights under the Contract it would enjoy should no restrictions exist.

For example, any of the following must be disclosed:

- a) any restriction on the provision of information / technical data to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any patent or registered design (or application for either) or other IPR (including unregistered design right) owned or controlled by you or a third party;
- b) any allegation made against the Contractor, whether by claim or otherwise, of an infringement of IPR (whether a patent, registered design, unregistered design right, copyright or otherwise) or of a breach of confidence, which relates to the performance of the Contract or subsequent use by or for the Authority of any Contract deliverables;
- c) the nature of any allegation referred to under sub-paragraph (b) above, including any request or obligation to make payments in respect of the IPR of any confidential information and / or;
- d) action the Contractor needs to take, or the Authority is requested to take, to deal with the consequences of any allegation referred to under sub-paragraph (b) above.

Block 1	Enter the associated Invitation to Tender (ITT) or Contract number as appropriate.
Block 2	No action – This sequential numbering is to assist isolation and discussion of any line item
Block 3	Identify a unique reference number for the information / technical data (i.e. a Contractor's document or file reference number) including any dates and version numbers. Documents may only be grouped and listed as a single entry where they relate to the same Article and where the restrictions and IPR owner are the same.
Block 4	Identify the Article(s) associated with the information / technical data by entering a unique identification number / label for the Article(s). This may range from platform level down to

	sub-system level. This is to enable the Authority to quickly identify the approximate technical boundary to any user rights limitation (e.g. The RADAR or Defensive Aid Sub-System etc). This identification shall be at the lowest level of replaceability of the Article(s) or part of it to which the restrictions apply (i.e. if the restrictions apply to a sub-system the parent system should not be used to identify the restriction boundary). Any entry without a unique identifier shall be treated as a nil entry. NOTE: The Authority does not accept any IPR restrictions in respect of the physical Articles themselves. Block 4 is solely to provide an applied picture to any technical data stated under Block 3 as having IPR restrictions.
Block 5	This is a freeform narrative field to allow a short explanation justifying why this information / technical data has limited rights applying to it.
Block 6	Identify who is the owner of the IPR in the information / technical data (i.e. copyright, design right etc). If it is a sub-contractor or supplier, please identify this also.

DEFFORM 711 (Edn 11/22)

Part B

If neither hardware nor software is proposed to be designed, developed or delivered as part of the Contract, Part B should be marked "NIL RETURN".

Otherwise, the Contractor must include a System / Product Breakdown Structure (PBS) in a format which is consistent with ISO 21511 and / or the configuration requirements of DEFSTAN 05-057, unless an alternative format better represents your design configuration. For software, a modular breakdown structure must be provided. For reasons of clarity, it is acceptable to provide several levels of breakdown if this assists in organising the configuration of the Articles.

Details provided under Part B shall not imply any restriction of use over the Contract Articles, nor any restriction on associated technical data to be delivered under the Contract. Any restrictions of such technical data must be identified within Part A.

Against each unique item within the PBS / module breakdown, one of the following categories shall be recorded:

- a) (PVF) - Private Venture Funded - where the article existed prior to the proposed Contract and its design was created through funding otherwise than from Her Majesty's Government (HMG).
- b) (PAF) - Previous Authority Funded (inc. HMG Funded) - where the article existed prior to the proposed Contract and its design was created through Previous Authority Funding.
- c) (CAF) - Contract Authority Funded (inc. HMG Funded) - where the article did not exist prior to the Contract and its design will be created through Contract Authority Funding under this Contract.
- d) (DNM) Design Not Mature - where the article / design configuration is not yet fixed.

In combination with one of categories (a) to (d) above, the Contractor shall further identify where an item has, or will have, foreign export control applying to it, through use of the further following category:

- e) (FEX) Foreign Export Controlled

Notes:

1. During the term of the Contract the Contractor may transition any items identified as category (d) above into category (b) or (c). Transitions from category (d) into category (a) may only be made with the express written agreement of the Authority's Senior Commercial Officer, and by following the amendment process set out in the Contract.
2. It is acceptable to specify the highest level of structure to which the category (a), (b) or (c) applies (i.e. there is no need to specify each sub-system / componentry if the entirety of the parent system was for example, Private Venture Funded). See guidance examples overleaf.
3. For the avoidance of doubt, where a parent system did not exist prior to the Contract yet makes use of Private Venture Funded Articles, it must be identified as (CAF). The Private Venture Funded sub-components / sub-systems can be identified as PVF.
4. Where items are identified as category (b), the Contractor should provide the number(s) of the previous Contract(s) under which the design was created and the Previous Authority Funding was applied.

Example PBS

The DEFFORM 711 on the Commercial Toolkit

http://aof.uwh.diif.r.mil.uk/aofcontent/tactical/toolkit/downloads/defforms/word/711_0422.doc

contains a theoretical pictorial example but it is to be noted that the configuration may equally be dealt with in a hierarchal tabularised format.

Schedule 6 – Statement of Requirement

Title	Asbestos Awareness Training: To provide Asbestos Awareness Training for DE&S staff to develop competency and legal compliance in Asbestos management within Defence across 3 (three) Contract Years with the option of 2 (two) one-year options.
Scope of requirement	1. Asbestos Duty to Manage Course Details 1.1. The Authority requires the Contractor to provide training for the management in Asbestos in defence. 1.2. This course shall cover Asbestos containing Materials and how to manage them and be tailored to meet Defence Policy and Processes - JSP375 Chapter 36 version 1.5 and Annex XVII (Restrictions) of UK REACH. 1.3. The Authority shall provide the Defence Policy and Processes upon Contract Award. 1.4. The course shall contain a knowledge test to ensure understanding of the course content. 1.5. The Contractor shall deliver up to 18 (eighteen) workshops in Year 1 (one), 18 Workshops in Year 2 (two) and 18 (eighteen) Workshops in the final Year 3 (three). 1.6. Each workshop shall have up to 15 (fifteen) delegates per session and should be approx. 4 (four) hours in duration. Any reasonable adjustments required for delegates will be identified by QSEP and communicated with the contractor, prior to the course to agree support of the delegate. 1.7. The workshops shall be delivered as a blend of both face to face at DE&S Abbey Wood and Virtually over MS Teams. The balance of these would be two face-to-face to one virtual delivery, ideally alternatively 12 (twelve) face-to-face and 6 (six) virtual per year. 1.8. Once dates are agreed QSEP will arrange for rooms to be booked for the delivery of the training at Abbey Wood. This will also include the booking of Contractor into Abbey wood and escorted throughout the duration of their visit, including while conducting training. 1.9. In the event of a course being cancelled by the Contractor, the Contractor shall reschedule the course for a date and time agreed by the Authority, any associated costs shall be incurred by the Contractor. 1.10. In the event of a course being cancelled by the Authority, the Contractor shall reschedule the course for a date and time agreed by the Parties. 1.11. The content of the course should meet the training objectives below. a. Provide an increased awareness of the nature and properties of asbestos and its effects on health. b. Provide detail on the types, uses and likely occurrences of asbestos. Particular emphasis should be placed on uses of

	asbestos within equipment, and not infrastructure. This should further concentrate specifically on Defence Equipment and Defence processes. c. The properties of asbestos should be used to provide context with its use in equipment to aid delegates in identifying where asbestos could be present in the equipment they manage. d. Identification of the risks from asbestos, and how to avoid these risks. e. Provide an awareness of the key aspects of the asbestos regulations and how they fit into the broader context of health and safety legislation. f. Focus to be made on legislation applicable to acquisition projects, such as UK REACH, and must also include disposal (both as waste and as sale to third parties) g. Procedures to be followed when coming into unintentional contact with ACMs. 1) What to do if unknown ACM has been identified. 2) What to do if suspicious materials are found. 3) How to use appropriate workplace precautions, including the risk assessment process, or seek advice on workplace precautions, in respect of the risks of asbestos. 4) Undertake work activities in a safe manner and without risk to themselves or others. h. Detailed overview of how to follow and comply with MOD specific Asbestos policy. i. Further detail on DE&S specific guidance, outline of MOD Technical Dossier, how to complete DE&S Equipment Asbestos Register (including scoring criteria), detailing Asbestos Risk Transfer Document. j. Provide detail on when a Defence Exemption is required (and when it's not required), and how to apply. k. Highlight and clarify the difference in roles between the acquisition Delivery Team, the Duty Holder and the requirement for communication of the risks between all parties. l. Provide the delegate with Training Material/Slide packs on completion of the course. m. Provide an assessment to test and confirm delegate knowledge. Provide feedback on assessments to delegates. 1.12. The Contractor is requested to identify and propose appropriate themes and topics to cover objectives detailed in Para 1.7 A to I. 1.13. The Contractor is requested to offer options for delivery, topics, themes and references to supplement the training. 1.14. Any Training materials, slide packs and intellectual property created by the Contractor shall be the property of DE&S. Any Training material that is to be used elsewhere outside of DE&S will require approval from DE&S. 1.15. Training Materials and intellectual property created by the Contractor shall have a security classification no higher than 'official'.
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	1.16. The Authority will require the winning tenderer to work with QSEP to discuss the exact content for the course and coordinate the scheduling of the events. This should be completed the month prior to the delivery and QSEP will provide guidance and assistance where required. 1.17. Travel and Subsistence (T&S) should be included within the firm prices detailed within the Schedule of Requirements. 1.18. Course design and maintenance costs should be included within the firm prices detailed within the Schedule of Requirements. 1.19. Costs shall be based on price per course, which shall have up to 15 (fifteen) delegates per session. Prices shall be split between MS TEAMS and face-to-face. 1.20. The Contractor shall provide suitable qualified and experienced trainers that are available to deliver the schedule of courses throughout the duration of the contract.
Dependencies	1. The requirement for and schedule of courses shall be agreed between the Parties at the start up meeting. This shall be sent by the Authority in the form of a Tasking Order. 2. The Authority will provide DE&S specific policies to the Contractor to support in deliverables detailed in section 1.7.

Deliverables	1. Draft of course (in Microsoft Word/Power Point format) to be reviewed the month before the delivery by the Authority. 2. Provide final slide pack agreed for delivery. 3. Provide an assessment to test and confirm delegate knowledge. Provide feedback on assessments to delegates. 4. Deliver up to 12 (twelve) face to face training offerings in Year 1. 5. Deliver up to 6 (six) Virtual training offerings in Year 1. 6. Deliver 12 (twelve) face to face training offerings in Year 2. 7. Deliver 6 (six) Virtual training offerings in Year 2. 8. Deliver 12 (twelve) face to face training offerings in Year 3. 9. Deliver 6 (six) Virtual training offerings in Year 3. 10. Should the Authority take the decision to take up either or both the option years, the Contractor shall be required to deliver the following: Deliver 12 (twelve) face to face training offerings per additional option year. Deliver 6 (six) Virtual training offerings per additional option year. 11. Review and provide updates and amendments to the training on a monthly basis, to maintain validity against Legislation and reference materials and provide details of any amendments to the Authority within 10 (ten) Business Days. 12. Within one month of Contract Award, the Contractor and Authority shall attend a start-up contract meeting to discuss and agree course content. Once the content is agreed, the Contractor shall provide the finalised course materials within one month the meeting. 13. The Contractor shall provide a report to the Authority within 20 (twenty) Business Days of each workshop. These shall contain: Delegate attendance results Delegate assessment results Delegate feedback 14. The Contractor and Authority shall attend annual progress meetings Via MS Teams in February of each contract year on a date and time to be agreed between the Parties. The Authority shall provide an agenda
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	5 (five) Business Days prior to the meeting. Agenda items shall include but not limited to the following: Course Content/Updates Contractor Performance /KPIs Risks Course feedback Learning From experience 15.If required, the Authority may request the Contractor attend additional progress meetings to support changes to the requirement or contractual performance. 16. Any costs associated with course design, updates and amendments, meetings, or any of the above shall be incorporated into the course costs. 17.The minutes, decisions and actions of theses forums will be captured and communicated by DE&S.
Health and safety	1. The Contractor shall ensure compliance with all relevant duty of care requirements relating to their own personnel and for the health and safety of others who may be affected by their undertaking. 2. The host and on-site Safety, Health, Environment, and Fire (SHEF) Team will support the Contractor when on-site by providing any relevant information relating to any specific hazards, risks and control measures related to their site. The Contractor will be expected to comply with any instructions or direction given.
Quality assurance requirements	Not Applicable
Authority details	[Redacted Under FOIA Section 40 – Personal Information], [Redacted Under FOIA Section 40 – Personal Information].
Demanding officer details	[Redacted Under FOIA Section 40 – Personal Information], [Redacted Under FOIA Section 40 – Personal Information].

Schedule 7 – Defform 532 - Personal Data Particulars

DEFFORM 532

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

Data Controller	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <i>We will liaise with your representatives to receive the names and contact details for your delegates. No personal data will be handled by anybody not appointed to this contract.</i>
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: <i>All personal data will be held on Lucion IT systems, hosted in either a secured M365 environment, or a secured AWS environment. Both are protected by 2FA</i>
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <i>All personal data is held and managed by HR in controlled environments.</i>
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <i>Scope covers all personal or sensitive information.</i>
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>No collected data will exceed current GDPR guidelines, and only information relevant to the work is collected.</i>
Subject matter of the processing	The processing activities to be performed under the contract are as follows: <i>[please specify]</i> <i>The only processing of data will be conducted by our allocated Trainers to arrange training</i>

	<i>sessions and provide follow-up resources.</i>
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i> <i>No collected data will exceed current GDPR guidelines, and only information relevant to the work is collected.</i>
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i> <i>All data held on Lucion systems is controlled by RBAC policies in the M365 environment. This is further protected via 2FA and a controlled access list.</i>
Instructions for disposal of Personal Data	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): <i>[please specify]</i> <i>All personal data is retained in a secure area of the network, with strict controls on access. Written approval from HR is required for access and it is technically protected by means of 2FA and controlled access list. Destruction of personal data is managed by HR and will be compliant with UK data protection laws where applicable, in line with any contractual requirements.</i>
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: <i>[please specify if applicable]</i> <i>All data is processed in line with current GDPR guidelines and managed by HR team. No personal data is otherwise retained.</i>

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