



**Ministry
of Defence**

Contract

701844451 –

Provision of End Point Assessment for PTI on the L3 Personal Trainer Standard

4 December 2021 to 31 December 2025

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

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

And

Active IQ Ltd

Contractor Address:
Ground Floor Office
Dryden House
St. Johns Street
Huntingdon
PE29 3NU

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

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 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 06/21) – 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

701844451

£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

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 November 2021.

A date for completion of each service will be stated in the contract or agreed between the Authority and the Contractor. In the event that any services are not completed by the Contractor until after any stated or agreed date (unless due to circumstances outside of the control of the Contractor), the Authority reserves the right to deduct 10% of the payment due for those services for each week or portion of a week that passes before the services are completed.

If, at any time, any of the services provided under the contract do not meet the required standard or quality, the Authority will not be obligated to buy any more services unless it is satisfied that the required standard or quality will be met.



PURCHASE ORDER

Supply the Deliverables described in the Schedule to this Purchase Order, subject to the attached MOD Terms and Conditions for Less Complex Requirements (up to £122,976).

Contractor	Quality Assurance Requirements (Clause 8)
Name: Registered Address:	
Consignor (if different from Contractor's registered address)	Transport Instructions (Clause 10)
Name: Address:	Select method of transport of Deliverables To be Delivered by the Contractor <input checked="" type="checkbox"/> To be Collected by the Authority <input type="checkbox"/> Each consignment of the Deliverables shall be accompanied by a Delivery Note

Progress Meetings (Clause 13)	Progress Reports (Clause 13)
<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>	<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>
Payment (Clause 14)	
<p>Payment is to be enabled by CP&F.</p>	
Forms and Documentation	Supply of Hazardous Deliverables (Clause 9)
<p>Forms can be obtained from the following websites:</p> <p>https://www.aof.mod.uk/aofcontent/tactical/toolkit (Registration is required).</p> <p>https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing</p> <p>https://www.dstan.mod.uk/ (Registration is required).</p> <p>The MOD Forms and Documentation referred to in the Conditions are available free of charge from:</p> <p>Ministry of Defence, Forms and Pubs Commodity Management PO Box 2, Building C16, C Site Lower Arncott Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)</p> <p>Applications via email: DESLCSLS-OpsFormsandPubs@mod.uk</p> <p>If you require this document in a different format (i.e. in a larger font) please contact the Authority's Representative (Commercial Officer), detailed below.</p>	<p>A completed DEFFORM 68 and, if applicable, Safety Data Sheet(s) are to be provided by email with attachment(s) in Adobe PDF or MS WORD format to:</p> <p>a. The Commercial Officer detailed in the Purchase Order, and</p> <p>b. DSA-DLSR-MovTpt-DGHSIS@mod.uk</p> <p>by the following date:</p> <p>or if only hardcopy is available to the addresses below:</p> <p>Hazardous Stores Information System (HSIS) Defence Safety Authority (DSA) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol BS34 8QW</p>

Appendix - Addresses and Other Information

1. Commercial Officer:

Name: Lee Culshaw

Address: MP1.1, NCHQ, Leach Building, Whale Island, Portsmouth,
PO2 8BY

Email: lee.culshaw100@mod.gov.uk

☎ 03001552535

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

Redacted under FOIA Section 40, Personal Information

3. Packaging Design Authority:

Organisation and point of contact:

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

☎

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

As per box 2

☎

(b) U.I.N.

5. Drawings/Specifications are available from:

6. Intentionally Left Blank

7. Quality Assurance Representative:

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

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

8. Public Accounting Authority:

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

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

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

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 in the first instance

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>

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management
PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

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

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

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

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 EPA (including any packaging, travel, delivery and importing)	Firm Price (£) Ex VAT -Total (including any packaging, travel, delivery and importing)
1	Provision of EPA (in accordance with Statement of Requirements)	Year 1 – December 2021 to December 2022	Per EPA	Up to 12	Redacted under FOIA Section 43, Commercial interests	
2	Provision of EPA (in accordance with Statement of Requirements)	Year 2 – December 2022 to December 2023	Per EPA	Up to 12		
3	Provision of EPA (in accordance with Statement of Requirements)	Year 3 – December 2023 to December 2024	Per EPA	Up to 12		
4	Provision of EPA (in accordance with Statement of Requirements)	Year 4 – December 2024 to December 2025	Per EPA	Up to 12		
5	Re-sit or Re-test	All Years	Per Re-sit or Re-test	As required		
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.					Maximum Spend Limit of Liability	£38,000

Item Number	Consignee Address (XY code only)
All	HMS Temeraire, Portsmouth
Item Number	Payment Schedule
1-4	Payments to be made following delivery of service

Statement of Requirements

Introduction

All Apprenticeship Standards require an Apprentice to complete an End Point Assessment (EPA) in order to prove they possess the required Knowledge, Skills and Behaviours (KSBs) of the Apprenticeship they are undertaking. In order to comply with government funding rules, this must be conducted by an independent assessor working on behalf of an End Point Assessment Organisation (EPAO) who is registered on the Register of End Point Assessment Organisations (RoEPAOs). The Royal Navy (RN) undertakes Apprenticeships at all levels and require having a signed agreement with an EPAO in order to assess our Apprentices. The Physical Training Instructors (PTIs) currently undertake the L3 Personal Trainer apprenticeship Standard (ST0302) and require to be assessed by an assessor on the RoEPAOs.

Governance

1. The Royal Navy Apprenticeship Programme (RNAP) is managed by the Training Management Group (TMG) based in HMS Collingwood, Fareham, Hampshire. The RN delivers 16 standards to 2,500 Apprentices every year with 4500 on programme at any one time. Delivery of these apprenticeship programmes is supported by a contracted Supporting Provider (SP), currently Team Fisher.

2. It is the Authority's policy that EPA delivery will be required within 3 months of Gateway Assessment and the EPA requirement forecast will be refined by the Authority on a monthly basis. The authority, or a nominated representative, will liaise with the EPAO to book apprentices for EPA once Gateway is completed.

Detailed SOR

3. This SOR comprises 4 further elements:
- a. Section 1A – General Requirements for the Delivery of EPA to the Royal Navy.
 - b. Section 1A – Specific Requirements for the Delivery of EPA to the Royal Navy.
 - c. Section 2 – Specific Programme Information.
 - d. Section 3 – Compliance with ESFA Sub Contracting Requirements.

SECTION 1A – GENERAL REQUIREMENTS FOR THE DELIVERY OF EPA TO THE Royal Navy

Requirements for delivery include, but are not limited to:

Ser Requirement

1. Assessment Design and Delivery:
 - a. Provide the RN with practice papers and mock assessments to prepare apprentices for Gateway and EPA.
 - b. In accordance with the Institute for Apprenticeships and Technical Education (IfATE) EPA requirements, assessments must be designed to be accurate, valid, reliable, consistent, fair and manageable.
 - c. Enable online assessments where appropriate. Where online assessment is used, this must be web-based and not platform-based.
 - d. Liaise with the RN to ensure that assessors have a clear understanding of Defence terminologies and protocols, noting that there may be minor differences between the Services and

Industry. This is to ensure that Service learners are not disadvantaged during EPA.

e. Ensure that the number of staff is sufficient to deliver the requirement, and that all staff involved in the delivery of EPA are fully occupationally competent and qualified to deliver EPA in accordance with the requirements of the Standard.

f. Be prepared to cater for reasonable adjustments in accordance with IfATE policy and Joint Service Publication 822 (available online).

g. Have in place a business continuity plan to ensure that apprentices can access timely EPA.

h. Be prepared to adapt EPA delivery to meet future amendments to the EPA plan.

2. Governance, Compliance and Quality Assurance:

a. The EPAO shall deliver and internally quality assure the EPA in accordance with the regulations laid down by the IfATE for Standards and in accordance with current (as periodically amended) Education and Skills Funding Agency (ESFA) guidelines and EQA Provider requirements.

b. Quality assure assessments to ensure accuracy, validity, reliability, consistency, fairness and manageability.

c. Inform the RN and address quality, and quality assurance issues with the RN as they arise. Provide the RN with copies of all EQA Provider reports and Action Plans upon request.

d. Maintain all records in accordance with ESFA requirements for audit.

e. Provide the ESFA audit team and the RN with learner records on demand and within the timeframe set.

f. Ensure that the assessment programme is compliant with current Government regulations and requirements, and that it adopts national best practice in all aspects of quality of delivery.

g. Ensure that EPAO personnel have appropriate insurance in place in order to visit and work at MOD establishments and using any equipment or vehicles which may be required for EPAs.

h. Assist the RN in preparations for and execution of ESFA, Ofsted, National Audit Office, Defence Internal Audit and other internal audits and inspections and the provision of statistics/reports relating to the Contract where required.

3. Communications with Stakeholders:

a. Maintain communications with the RN and their SP on EPA and provide a nominated point of contact.

b. Maintain communications with apprentices (keeping the RN informed of all relevant communications) from EPA registration to completion.

c. Provide detailed performance feedback for the apprentices undertaking EPA (irrespective of outcome) to the RN.

d. Support the RN, or its SP, in scheduling EPA for apprentices. Ensure that the RN, or its SP, is informed of any changes to EPA scheduling.

e. Provide the RN with a bi-monthly feedback report on the EPA process. To include, but not be limited to, information and analysis against all elements of EPA:

(1) Numbers registered for EPA.

(2) Numbers attempted EPA.

(3) Numbers failed EPA.

(4) Numbers successful at EPA.

(5) Numbers missed EPA.

(6) Numbers awaiting EPA.

(7) Numbers awaiting Resit/Retake (cumulative).

(8) Issues identified.

(9) Recommendations/improvements.

(10) Analysis of the RN's performance.

f. Attend RN Apprenticeship Programme strategic level meetings as required.

4. Learner Management:

a. On successful completion of the EPA, notify the RN or its SP.

b. Maintain all learner documentation in accordance with IfATE and EQA Provider requirements and make this available to IfATE, the EQA Provider and the Authority as required.

c. Claim apprenticeship certificates and send them via secure delivery to the RNs nominated Point of Contact for distribution.

5. Data Handling:

a. The EPAO shall achieve and maintain Cyber Essentials accreditation as a minimum level. The Authority reserves the right to require the EPAO to achieve and maintain Cyber Essentials Plus.

- b. Ensure that any transfer of data between the EPAO, IfATE, EQA Provider, Learning Records Service, ESFA and the Authority shall be fully compliant with the requirements of these bodies.
- c. Ensure that any transfer of data between the EPAO and other stakeholders shall be encrypted using Secure File Transfer Protocol (data storage and transfer must be UK-based). If data must be sent by e-mail, it must be encrypted using Winzip 10 or above.
- d. The EPAO shall be fully compliant with requirements of the GDPR and the UK DPA 18.
- e. The EPAO shall make available, on request, all records/processes for data handling audits by the RN or Information Commissioner's Office.
- 6. Contract End and Transition:
 - a. Ensure at the contract end date, that all learner records are handed to the RN to enable continuity for all learners awaiting an EPA to an incoming contractor.
 - b. Work with the RN to produce a workable transition plan when the EPA contract ends.
- 7. Appeals, Re-sits and Re-takes:
 - a. Process appeals.
 - b. Deliver re-sits and re-takes in line with the EPA plan, at the RN's request. Note: The RN defines a re-sit as repeating one or more elements of the EPA assessments without the need for further learning, a re-take requires further learning before re-testing.
- 8. Cancellation Terms: The RN shall have the right to reschedule or cancel EPA at no extra cost by giving a minimum of 10 working days' notice.

SECTION 1A – SPECIFIC REQUIREMENTS FOR THE DELIVERY OF EPA TO THE ROYAL NAVY

Requirements for delivery include, but are not limited to:

Ser Requirement

- 1. Delivery Location:
 - a. Primarily deliver EPA (all assessments elements) at HMS Temeraire, Burnaby Road, Portsmouth, PO1 2EL, however other RN bases located in the south of England may be utilised if agreed by both parties.
- 2. EPA Delivery:
 - a. Deliver all assessment elements to an Apprentice on the same day.
 - b. Deliver multiple assessments to multiple Apprentices, within assessment guidelines.
 - c. Deliver up to 12 EPAs inper year in a RN training facility.
 - d. Be able to deliver 12 EPAs in a one-week block at a single RN training facility (HMS Temeraire), if required.
 - e. Be ready to deliver first EPA by December 2021.
- 3. EPA Pricing:
 - a. Provide a bespoke price per EPA.
- 4. Security:
 - a. Assessors entering military training establishments to carry out EPA, must be a UK citizen in order to comply with security regulations.

SECTION 2 – SPECIFIC PROGRAMME INFORMATION – RN LEVEL 3 PERSONAL TRAINER APPRENTICESHIP STANDARD (ST0302)

- 1. The EPAO shall deliver EPA for the L3 Personal Trainer Apprenticeship Standard (ST0302) in accordance with ESFA regulations as detailed in Section 3 of this Schedule and in line with the EQA Provider's regulations

2. Royal Navy Physical Training Instructors (PTIs) are signed up to the L3 Personal Trainer apprenticeship Standard (ST0302) by the RN Apprenticeship Management Team whilst in HMS Temeraire, and complete any required Functional Skills (FS). Training takes place over 26 weeks where the majority of the knowledge, Skills and Behaviours (KSBs) of the apprenticeship standard are delivered. The remainder of the apprenticeship is completed in the sailor's first assignment, which is usually a land based unit. On completion of their work-place journals/ Taskbooks and FS, apprentices are deemed competent and at Gateway, and therefore ready to complete EPA. Currently, competency is confirmed in by means of a week-long assessment held at HMS Temeraire.

3. The RN requires an EPAO to primarily deliver face-to-face EPAs within a secure military environment, however the RN are open to facilitating online solutions with the EPAO, where practical or deemed necessary.

4. Any information given below on demographics for this requirement is based upon the current occupancy and forecast future recruitment. Future recruitment, occupancy, levels of suspension and successful Gateway achievement cannot be guaranteed by the Authority and any data provided below in respect of these aspects is strictly indicative only.

Details of EPA to be delivered

5. The learner throughput for EPA in this contract is anticipated at approximately 12 (\pm 10%) apprentices per annum. This figure is expected to remain constant for the next 5 years. An average of 1 EPA per month is envisaged, however grouping of learners will be strongly encouraged as commonly programme lengths of stay would usually culminate around the same time. This should be used by tendering companies as an indicative guide for costing purposes and cannot be guaranteed by the Authority. Continual liaison is required with the RN Apprenticeship Management Team during the EPA process.

6. The average typical duration for this apprenticeship Standard as 15 months. RN apprentices will typically be at gateway at this point.

7. The EPA comprises:

a. Practical observation followed by question and answers: The total duration of the practical observation of working with clients will be 3 hours (\pm 10%). Followed by 20 minutes (\pm 10%) of questions and answers with the independent assessor. This test will be taken under exam conditions and assessed by the EPAO. Tests will primarily be done at the RN testing facility or can be done remotely (where agreed by both parties) on the same day as the second and third assessments.

b. Presentation followed by questions and answers The presentation will be formal, recorded and will be for a duration of 30 minutes (\pm 10%). The presentation will be 15 minutes (\pm 10%) and followed by 15 minutes (\pm 10%) for questions and answers with the independent assessor. The 1-hour Practical Assessment will be conducted at the RN testing facility.

c. Interview: The interview should last for 90 minutes (\pm 10%). The independent assessor must ask a minimum of five open competency based questions.

8. EPA locations. The primary RN testing facility is located HMS Temeraire, Burnaby Road, Portsmouth, PO1 2EL. Secondary testing sites may be used (in agreement between both parties) by using other RN bases located in the south of England. EPAs for individual apprentices will be confirmed at least 6 weeks in advance and grouped together where practicable. A selection of dates will be agreed between the RN and EPAO for each booking or group of bookings.

Provision of Infrastructure/Facilities for EPA.

9. The RN will ensure adequate facilities are available at the RN testing facility.

External Quality Assurance

10. The EQA Provider for the L3 Personal Trainer apprenticeship Standard (ST0302) is People1st International.

SECTION 3 – COMPLIANCE WITH ESFA SUB-CONTRACTING REQUIREMENTS

1. In accordance with the ESFA Apprenticeship Funding: Rules for Employer-Providers (Clause EP 161) , the EPAO must:
 - a. Adhere to ESFA Funding Rules.
 - b. Provide the Authority with ILR data so that their data returns to the ESFA accurately reflect delivery information.
 - c. Provide the ESFA and any other person nominated by the ESFA access to EPAO premises and to all documents related to the EPAO delivery of apprenticeships.
 - d. Give the Authority sufficient evidence to allow the Authority to:
 - (1) Assess EPAO performance against Ofsted's Education Inspection Framework or the requirements of the QAA quality code.
 - (2) Incorporate the evidence the EPAO provides into the Authority's self-assessment report.
 - (3) Guide the judgements and grades within their self-assessment report.
 - e. The EPAO must always have suitably qualified staff to provide assessment.
 - f. The EPAO must co-operate with the Authority to ensure that there is continuity of end point assessment if the contract ends for any reason.
 - g. The EPAO must inform the Authority if evidence of irregular financial or delivery issues arise. This could include, but is not limited to, non-delivery of assessment when funds have been paid, sanctions imposed by an awarding organisation, allegations of fraud, not meeting relevant QAA quality code indicators, allegations or complaints by apprentices, employers, staff members, or other relevant parties.
 - h. The EPAO must not use ESFA funding to make bids for, or claims from, any European funding on their own behalf or on the ESFA's behalf.
 - i. The EPAO must not use payments made by the ESFA as match funding for ESF projects.

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.

Data Controller	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p>RN Apprenticeship Delivery Team Room F25, Ramsay Building HMS COLLINGWOOD Fareham Hants PO14 1AS</p>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>TBC When Tender is let.</p>
Data Subjects	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>RN students enrolment details</p>
Categories of Data	<p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p>Name, Date of Birth, Location</p>
Special Categories of data (if appropriate)	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p> <p>None</p>
Subject matter of the processing	<p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p>Personal data is required in order to load personnel onto a scheduled End Point assessment and to provide attendees with course certificates on successful completion of the course.</p>

<p>Nature and the purposes of the Processing</p>	<p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p>The training contractor will collect and hold limited personal data of RN personnel that are attending their courses. The information provided is limited to <i>Name, Date of Birth, Location</i>. This information would require secure handling by the provider in order to successfully load RN personnel onto the training course and to issue certificates on completion of the course.</p>
<p>Technical and organisational measures</p>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p>Data is to be limited to Name, Date of Birth, Location. This data is to be held on a secure UK based internal company network in order to allow for the processing and administration of course candidates during their training and for the issue of course certification. Data is to be held for the minimum time necessary and is to be deleted when no longer required. The winning bidder must ensure they achieve and maintain Cyber Essentials accreditation as a minimum level. The Authority reserves the right to require the EPAO to achieve and maintain Cyber Essentials Plus.</p>
<p>Instructions for disposal of Personal Data</p>	<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): <i>[please specify]</i></p> <p>Personal data will be held immediately following a candidate's registration for a course. The data will then be held for the duration End Point assessment and to issue any certification. Data may be held on a secure UK based internal computer system for no longer than is necessary following the Assessments. Data is to be deleted from all internal systems when this is no longer required (Max 3 years). The contractor is to inform the data controller (or delegated person) when data is deleted.</p>

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

Cyber Implementation Plan

Contract Title:	Provision of End Point Assessment for PTI on the L3 Personal Trainer Standard
MOD Contract Number:	701844451
CSM Risk Acceptance Reference:	621704896
CSM Cyber Risk Profile:	Low
Name of Supplier: (To be shared with the MOD only)	Active IQ Limited
Current Level of Supplier compliance:	Very Low
Reasons unable to achieve full compliance:	Redacted under FOIA Section 43, Commercial interests
Measures planned to achieve compliance / mitigate the risk with dates:	Redacted under FOIA Section 43, Commercial interests
Anticipated date of compliance / mitigations in place:	8 th December 2021
Risk Accepted and by whom:	Redacted under FOIA Section 40, Personal Information
Notified (If applicable):	
Decision recorded on Octavian:	
Name:	Redacted under FOIA Section 40, Personal Information
Position:	Redacted under FOIA Section 40, Personal Information
Date:	04/12/21