



Ministry  
of Defence

## **Contract**

**701212416 –**

# **Provision of Manned Model Ships Handling Training**

**22 February 2021 to 21 February 2026**

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

**And**

**Solent University**

Team Name and Address:

Navy Commercial  
MP1.1, NCHQ  
Leach Building  
Whale Island  
Portsmouth  
PO2 8BY

Contractor Address:

East Park Terrance  
Southampton  
Hampshire  
SO14 0YN

**1 Definitions - In the Contract:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**2 General**

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

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

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

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

d. Neither Party shall be entitled to assign the Contract (or any part thereof) without the prior written consent of the other Party.

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

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

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

**3 Application of Conditions**

a. These terms and conditions, schedules and the specification govern the Contract to the entire exclusion of all other terms and conditions. No other terms or conditions are implied.

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

**4 Disclosure of Information**

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

**5 Transparency**

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

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

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

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

**6 Notices**

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

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

(a) if transmitted between 09:00 and 17:00 hours on a Business Day (recipient's time) on completion of receipt by the sender of verification of the transmission from the receiving instrument; or

(b) if transmitted at any other time, at 09:00 on the first Business Day (recipient's time) following

the completion of receipt by the sender of verification of transmission from the receiving instrument.

## 7 Intellectual Property

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

## 8 Supply of Contractor Deliverables and Quality Assurance

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

## 9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Contract.:
  - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
  - (2) the International Maritime Dangerous Goods (IMDG) Code;
  - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
  - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.

- c. As soon as possible and in any event within the period specified in the Contract (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the Contract:
  - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
  - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new relevant data.

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the REACH Regulations (EC) No 1907/2006 and any additional information required by the Health and Safety at Work etc. Act 1974 and shall contain:
  - (1) information required by the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 or any replacement thereof; and
  - (2) where the Hazardous Contractor Deliverable is, contains or embodies a radioactive substance as defined in the Ionising Radiation Regulations SI 1999/3232, details of the activity, substance and form (including any isotope); and
  - (3) where the Hazardous Contractor Deliverable has magnetic properties, details of the magnetic flux density at a defined distance, for the condition in which it is packed.

- e. The Contractor shall retain its own copies of the Safety Data Sheets provided to the Authority in accordance with Clause 9.d for 4 years after the end of the Contract and shall make them available to the Authority's representatives on request.
- f. Nothing in this Clause 9 reduces or limits any statutory or legal obligation of the Authority or the Contractor.
- g. Where delivery is made to the Defence Fulfilment Centre (DFC) and / or other Team Leidos location / building, the Contractor must comply with the Logistic Commodities and 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 requirements specified in Contract, 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 specified in the schedule of requirements.
- 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 Contract and Def Stan 81-041 (Part 1 and Part 6).

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

## **14 Payment**

- a. Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 14b the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
- b. Where the Contractor submits an invoice to the Authority in accordance with clause 14a, the Authority will consider and verify that invoice in a timely fashion.
- c. The Authority shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- d. Where the Authority fails to comply with clause 14b and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of clause 14c after a reasonable time has passed.
- e. The approval for payment of a valid and undisputed invoice by the Authority shall not be construed as acceptance by the Authority of the performance of the Contractor's obligations nor as a waiver of its rights and remedies under this Contract.
- f. Without prejudice to any other right or remedy, the Authority reserves the right to set off any amount owing at any time from the Contractor to the Authority against any amount payable by the Authority to the Contractor under the Contract or under any other contract with the Authority, or with any other Government Department.

## **15 Dispute Resolution**

- a. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to the Contract through negotiations between the respective representatives of the Parties having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Parties may agree.
- b. In the event that the dispute or claim is not resolved pursuant to Clause 15.a the dispute shall be referred to arbitration and shall be governed by the Arbitration Act 1996. For the purposes of the arbitration, the arbitrator shall have the power to make provisional awards pursuant to Section 39 of the Arbitration Act 1996.
- c. For the avoidance of doubt it is agreed between the Parties that the arbitration process and anything said, done or produced in or in relation to the arbitration process (including any awards) shall be confidential as between the Parties, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise. No report relating to anything said, done or produced in or in relation to the arbitration process may be made beyond the tribunal, the Parties, their legal representatives and any person necessary to the conduct of the proceedings, without the concurrence of all the Parties to the arbitration.

## **16 Termination for Corrupt Gifts**

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

- a. where the Authority becomes aware that the Contractor, its employees, agents or any sub-contractor (or anyone acting on its behalf or any of its or their employees):
  - (1) has offered, promised or given to any Crown servant any gift or financial or other advantage of any kind as an inducement or reward;
  - (2) commits or has committed any prohibited act or any offence under the Bribery Act 2010 with or without the knowledge or authority of the Contractor in relation to this Contract or any other contract with the Crown;
  - (3) has entered into this or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before the contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority.
- b. In exercising its rights or remedies to terminate the Contract under Clause 16.a. the Authority shall:
  - (1) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person committing the prohibited act;
  - (2) give due consideration, where appropriate, to action other than termination of the Contract, including (without being limited to):
    - (a) requiring the Contractor to procure the termination of a subcontract where the prohibited act is that of a Subcontractor or anyone acting on its or their behalf;
    - (b) requiring the Contractor to procure the dismissal of an employee (whether its own or that of a Subcontractor or anyone acting on its behalf) where the prohibited act is that of such employee.
- c. Where the Contract has been terminated under Clause 16.a. the Authority shall be entitled to purchase substitute Contractor Deliverables from elsewhere and recover from the Contractor any costs and expenses incurred by the Authority in obtaining the Contractor Deliverables in substitution from another supplier.

## **17 Material Breach**

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

## **18 Insolvency**

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

## **19 Limitation of Contractor's Liability**

- a. Subject to Clause 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 129J SC1 (Edn 06/17)– The Use of the Electronic Business Delivery Form

DEFCON 502 SC1 (Edn 11/16)- Specifications Changes

DEFCON 503 SC1 (Edn 12/16) – Formal Amendments to Contract

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

DEFCON 532B (Edn 04/20) - Protection of Personal Data

(Where Personal Data is being processed on behalf of the Authority)

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

DEFCON 538 (Edn 06/02) - Severability

DEFCON 566 (Edn 10/20) - Change of Control of Contractor

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

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

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

DEFCON 658 SC1 (Edn.11/17) - Cyber

Further to DEFCON 658 the Cyber Risk Level of the Contract is Very 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.

## **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 21 December 2020.

1

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

Edn 10/19

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

|                                       |                                                                                                                                                                                                                                                                                               |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Data Controller</b>                | <p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><i>RFA HR Training Provision</i></p> <p><i>Room 23, West Battery, MP G-1</i></p> <p><i>Whale Island</i></p> <p><i>Portsmouth</i></p> <p><i>PO2 8DX</i></p> |
| <b>Data Processor</b>                 | <p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Solent University,</p> <p>Warsash Maritime School,</p> <p>East Park Terrace,</p> <p>Southampton,</p> <p>SO14 0YN</p>                                                                           |
| <b>Data Subjects</b>                  | <p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p>RFA Staff/students</p>                                                                                                                                     |
| <b>Categories of Data</b>             | <p>The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i></p> <p><i>Name, Grade/Rank and Merchant Navy Discharge Book number or Date of Birth</i></p>                                                                         |
| <b>Special Categories of data (if</b> | <p>The Personal Data to be processed under the Contract concern the following Special Categories of data: <i>[please specify]</i></p>                                                                                                                                                         |

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>appropriate)</b>                               | <i>None</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Subject matter of the processing</b>           | <p>The processing activities to be performed under the contract are as follows: <i>[please specify]</i></p> <p><i>Personal data is required in order to load personnel onto a scheduled course in advance of the course start dates and to provide attendees with course certificates on completion of the course.</i></p>                                                                                                                                                                                                                                                                                                   |
| <b>Nature and the purposes of the Processing</b>  | <p>The Personal Data to be processed under the Contract will be processed as follows: <i>[please specify]</i></p> <p>The training contractor will collect and hold limited personal data of Royal Fleet Auxiliary personnel that are attending their courses. The information provided is limited to Name, Grade and Merchant Navy Discharge Book number or Date of Birth. This information would require secure handling by the provider in order to successfully load RFA personnel onto the training course, administer their attendance whilst under training and to issue certificates on completion of the course.</p> |
| <b>Technical and organisational measures</b>      | <p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: <i>[please specify]</i></p> <p><i>Data is to be limited to Name, Grade and Merchant Navy Discharge Book number or Date of Birth. This data is to be held on a secure 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.</i></p>                                 |
| <b>Instructions for disposal of Personal Data</b> | <p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): <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 of the training course and to issue any certificates of training. Data may be held on a secure internal computer system for no longer than is necessary following the course in order to provide a record of</p>                                                      |

|                                                         |                                                                                                                                               |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
|                                                         | training. Data is to be deleted from all internal systems when this is no longer required (Max 3 years).                                      |
| <b>Date from which Personal Data is to be processed</b> | Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: |

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

## Schedule 1 – Statement of Requirements

### STATEMENT OF REQUIREMENT

#### Introduction

Manned Models Ships Handling training is required to enable Captains and Senior Deck Officers to develop their existing skills and understand the behaviour and handling of large vessels, with special emphasis on slow speed control.

The training must be STCW accredited or approved as a minimum. The RFA require the provision of training for up to 6 personnel per year, over a contract period of 5 years.

#### Background

The RFA are required to train Senior Deck Officers to understand the behaviour and handling of large vessels, especially at slow speed. The manned model course is a ship handling course designed for Senior Deck Officers and those with specialist navigation functions within the Royal Fleet Auxiliary (RFA). The course utilises manned model simulation to demonstrate, practice and execute principle ship handling procedures utilised by modern shipping, including all RFA vessels. This course provides essential training, dealing with practical ship handling scenarios practised by Deck Officers as a matter of routine. Failure to provide Senior Deck Officers with suitable training may directly impact safe ship handling practices in the RFA. This course also appears in the Deck Officer Career Development Framework (CDF).

#### Requirement

This course is required to enable RFA Senior Deck Officers to practice and enhance their advanced ship handling skills competency as mandated within the Career Framework Requirements. This competency supports the maintenance of safe ship handling practices in the RFA, especially Replenishment At Sea (RAS) and berthing evolutions in confined waters, and has proven to significantly reduce the likelihood of ship damage (with consequent avoidance of expensive repairs) and reduce the necessity to hire port tug assets.

#### Description of Work

The training courses are required to cover the following topics:

- Behaviour and handling of large vessels with special emphasis on slow speed control and interaction
- Lectures and instruction to support the practical elements detailed below

#### Practical Training to include

Trainees should receive practical instruction in scaled manned ship models, to cover the following:

- Stopping and slow speed control;
- Turning Manoeuvres;
- Berthing and unberthing manoeuvres;
- The effect of wind upon ship handling;
- The effect of trip upon the ship handling
- Specialist Azipod and split rudder ship handling
- Anchor work including ship handling in confined waters;

- Ship on ship and ship on shore interaction avoidance;
- Constant radius turn manoeuvres

Training should be provided for up to 6 personnel per year for the next 5 years. The course should be available throughout the year to ensure maximum flexibility to meet crew availability for training. The training must be STCW accredited or approved as a minimum. All training is to be conducted in the UK and all course literature must be in English.

### **Deliverables**

Training for up to 6 RFA personnel per year should be delivered by highly experienced senior mariners. Training should be STCW accredited or approved as a minimum. Personnel should be provided with a course completion certificate recognised by the MCA (Maritime and Coastguard Agency) as meeting the principles laid down in Section A-II/2 and B-V/a of STCW95 regarding the training of officers on large ships once they have satisfied the necessary criteria.

Personnel shall receive course handouts that support practical instruction in the area identified above.

### **Milestones**

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

### **Duration**

The desired duration of the contract is 5 years. The contract should commence as soon as is practicable to ensure operational capability is maintained.

### **Safety**

Suppliers to have relevant SHEF Risk Assessment and safe working practices in place for all training.

### **Pricing/Payment**

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

### **Security**

No specific requirement identified.

### **Personal Data**

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

### **Quality**

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

### **Accreditation**

The training provider must be STCW accredited or approved as a minimum.

**Software/Hardware**

Liquid Cargo Operations/Handling simulators are to provide high quality simulation in order to train and certify personnel responsible for the safe cargo handling and the operation of auxiliary equipment of liquid cargo tankers.

**Exploitation Levy**

Not applicable.

**Site Visits**

Not applicable.

**Samples**

Not applicable.

**Implementation**

Not applicable.

**Exit**

Not applicable.

**TUPE**

Not applicable.

**Acronyms**

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

MCA – Maritime and Coastguard Agency.

CP&F – Contract Purchasing and Finance.

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## Schedule 2 - Schedule of Requirements

| Deliverables                                                                                                              |                         |                             |                                                                       |                        |                                          |                                              |           |                         |                                                                         |
|---------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|-----------------------------------------------------------------------|------------------------|------------------------------------------|----------------------------------------------|-----------|-------------------------|-------------------------------------------------------------------------|
| Item Number                                                                                                               | MOD Stock Reference No. | Part No. (where applicable) | Specification                                                         | Consignee Address Code | Packaging Requirements inc. PPQ and DofQ | Delivery Date                                | Total Qty | Firm Price (£) Ex VAT   |                                                                         |
|                                                                                                                           |                         |                             |                                                                       |                        |                                          |                                              |           | Per Item                | Total (including packaging, delivery and any applicable import charges) |
| 1                                                                                                                         |                         |                             | Provision of Manned Model Ships Handling Training Per Person – Year 1 | XY                     | 00                                       | 22 February 2021 – 21 February 2022          | Up to 6   |                         |                                                                         |
| 2                                                                                                                         |                         |                             | Provision of Manned Model Ships Handling Training Per Person – Year 2 | XY                     | 00                                       | Year 2 – 22 February 2022 – 21 February 2023 | Up to 6   |                         |                                                                         |
| 3                                                                                                                         |                         |                             | Provision of Manned Model Ships Handling Training Per Person – Year 3 | XY                     | 00                                       | Year 3 – 22 February 2023 – 21 February 2024 | Up to 6   |                         |                                                                         |
| 4                                                                                                                         |                         |                             | Provision of Manned Model Ships Handling Training Per Person – Year 4 | XY                     | 00                                       | Year 4 – 22 February 2024 – 21 February 2025 | Up to 6   |                         |                                                                         |
| 5                                                                                                                         |                         |                             | Provision of Manned Model Ships Handling Training Per Person – Year 5 | XY                     | 00                                       | Year 5 – 22 February 2025 – 21 February 2026 | Up to 6   |                         |                                                                         |
| Quantities shown are expected numbers and not a guarantee of amounts due. Quantity ordered under the contract may differ. |                         |                             |                                                                       |                        |                                          |                                              |           | <b>Total Firm Price</b> | £222,000.00                                                             |

| Item Number | Consignee Address (XY code only)     |
|-------------|--------------------------------------|
| All         | RFA Whale Island, Portsmouth PO2 8BY |

| Item Number | Payment Schedule                                                           |
|-------------|----------------------------------------------------------------------------|
| 1 -5        | Payments to be made following delivery of each individual purchase/service |

### Schedule 3 - Contract Data Sheet

|                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Contract Period</b>                                                    | <p>Effective date of Contract: 22 February 2021</p> <p>The Contract expiry date shall be: 21 February 2026</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Clause 6 - Notices</b>                                                 | <p>Notices served under the Contract can be transmitted by electronic mail</p> <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: Commercial Officer</p> <p>Contractor: Contract Manager</p>                                                                                                                                                                                                                                                                                      |
| <b>Clause 8 – Supply of Contractor Deliverables and Quality Assurance</b> | <p>Is a Deliverable Quality Plan required for this Contract?</p> <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.</p> <p><b>Other Quality Assurance Requirements:</b></p> |

|                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances</b> | <p>A completed DEFFORM 68 (Hazardous Articles, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) <a href="mailto:DSALand-MovTpt-DGHSIS@mod.uk">DSALand-MovTpt-DGHSIS@mod.uk</a></p> <p>or: if only a hardcopy is available to:</p> <p>a) The Authority's Representative (Commercial)</p> <p>b) Hazardous Stores Information System (HSIS)</p> <p>Defence Safety Authority (DSA)<br/> Movement Transport Safety Regulator (MTSR)<br/> Hazel Building Level 1, #H019<br/> MOD Abbey Wood (North)<br/> Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p> |
| <b>Clause 10 – Delivery/Collection</b>                                                           | <p>Contract Deliverables are to be:</p> <p>Delivered by the Contractor <input checked="" type="checkbox"/></p> <p>Special Instructions:</p> <p>Collected by the Authority <input type="checkbox"/></p> <p>Special Instructions (including consignor address if different from Contractor's registered address)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Clause 12 – Packaging and Labelling of Contractor Deliverables</b>                            | <p>Additional packaging requirements:</p> <p>N/A</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Clause 13 – Progress Meetings</b>                                                             | <p>The Contractor shall be required to attend the following meetings:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Clause 13 – Progress Reports</b>                                                              | <p>The Contractor is required to submit the following Reports:</p> <p>To be arranged if and when required unless already detailed in Statement of Requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## Appendix - Addresses and Other Information

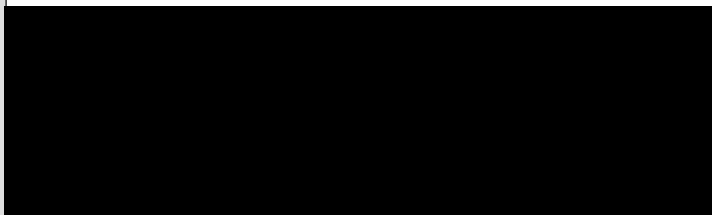
**1. Commercial Officer:**

Name: Gary Cornish

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

Email: gary.cornish100@mod.gov.uk

☎ NA

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available):**3. Packaging Design Authority:**

Organisation and point of contact:

DES IMOC SCP TLS Packaging

MOD Abbey Wood,

Bristol, BS34 8JH

Tel: +44(0)30 679 35353

DESIMOCSCP-TLS-Pkg@mod.uk

(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 section 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.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed]

**8. Public Accounting Authority:**

- Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5397
- For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
☎ 44 (0) 161 233 5394

**9. Consignment Instructions:**

The items are to be consigned as follows:

See Schedule of Requirement

**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 8JHAir 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 [www.freightcollection.com](http://www.freightcollection.com)**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 Arncliffe

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

**Applications via fax or email:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

**\* NOTE**

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.

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

To: Sir

We acknowledge receipt of your Department's Letter of Offer, reference 701212416 dated 21 December 2020, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

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

| Offer and Acceptance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                   |                       |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------------------------|-----------------------|-----------------|------------|--------------------------------|-----------------------|-----------------|------------|--------------------------------|-----------------------|-----------------|------------|--------------------------------|-----------------------|-----------------|
| <p><b>A) Offer</b></p> <p>Contract 701212416 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 01 March 2021. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Name (Block Capitals): LEE CULSHAW</p> <p>Position: Commercial Manager</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory</p> <p>[Redacted Signature]</p> <p>Date: 19 February 2021</p>                                                                                                                                                                                                                                                         | <p><b>B) Acceptance of Offer of Contract</b></p> <p>I acknowledge receipt of the Departments contract letter reference 70121416</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>.</p> <p>[Redacted Signature]</p> |                       |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |
| <p><b>Section C) Tier 1 Sub-Contractor data:<sup>1</sup></b>    No sub-contractors involved</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Name .....</td> <td style="width: 25%;">value of work (£ ex VAT) .....</td> <td style="width: 25%;">Location Of work.....</td> <td style="width: 25%;">SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> <tr> <td>Name .....</td> <td>value of work (£ ex VAT) .....</td> <td>Location Of work.....</td> <td>SME ...Yes / No</td> </tr> </table> |                                                                                                                                                                                                                                                                   | Name .....            | value of work (£ ex VAT) ..... | Location Of work..... | SME ...Yes / No | Name ..... | value of work (£ ex VAT) ..... | Location Of work..... | SME ...Yes / No | Name ..... | value of work (£ ex VAT) ..... | Location Of work..... | SME ...Yes / No | Name ..... | value of work (£ ex VAT) ..... | Location Of work..... | SME ...Yes / No |
| Name .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | value of work (£ ex VAT) .....                                                                                                                                                                                                                                    | Location Of work..... | SME ...Yes / No                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |
| Name .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | value of work (£ ex VAT) .....                                                                                                                                                                                                                                    | Location Of work..... | SME ...Yes / No                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |
| Name .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | value of work (£ ex VAT) .....                                                                                                                                                                                                                                    | Location Of work..... | SME ...Yes / No                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |
| Name .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | value of work (£ ex VAT) .....                                                                                                                                                                                                                                    | Location Of work..... | SME ...Yes / No                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |            |                                |                       |                 |

<sup>1</sup> The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-/index_en.htm)