



Ministry
of Defence

Contract

701497374 –

Mental Health Awareness and Advanced Safeguarding Training

6 April 2021 to 05 April 2026

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

**And
Freedom Training and Consultancy Ltd**

Team Name and Address:
Navy Commercial
MP1.1, NCHQ
Leach Building
Whale Island
Portsmouth
PO2 8BY

Contractor Address:
4 Lansdown Court
29 Compton Street
Eastbourne
East Sussex
BN21 4DU

SC1B (Edn 03/21)**1 Definitions - In the Contract:**

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

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

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

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

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

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

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

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

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 purchase order or the documents expressly referred to therein, the conflict shall be resolved according to the following descending order of priority:

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

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

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

f. The Parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of

Third Parties) Act 1999 by any person that is not a Party to it.
g. The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English Law, and subject to Clause 15 and without prejudice to the dispute resolution procedure set out therein, the Parties submit to the exclusive jurisdiction of the English courts. Other jurisdictions may apply solely for the purpose of giving effect to this Clause 2.g and for enforcement of any judgement, order or award given under English jurisdiction.

3 Application of Conditions

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

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

4 Disclosure of Information

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

5 Transparency

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

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

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

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

6 Notices

a. A Notice served under the Contract shall be:

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

b. Notices shall be deemed to have been received:

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

instrument.

7 Intellectual Property

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

8 Supply of Contractor Deliverables and Quality Assurance

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

9 Supply of Data for Hazardous Contractor Deliverables

- a. The Contractor shall establish if the Contractor Deliverables are, or contain, Dangerous Goods as defined in the Regulations set out in this Clause 9. Any that do shall be packaged for UK or worldwide shipment by all modes of transport in accordance with the following unless otherwise specified in the Schedule to the purchase order:
 - (1) the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO), IATA Dangerous Goods Regulations;
 - (2) the International Maritime Dangerous Goods (IMDG) Code;
 - (3) the Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); and
 - (4) the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR).
- b. Certification markings, incorporating the UN logo, the package code and other prescribed information indicating that the package corresponds to the successfully designed type shall be marked on the packaging in accordance with the relevant regulation.
- c. As soon as possible and in any event within the period specified in the purchase order (or if no such period is specified no later than one month prior to the delivery date), the Contractor shall provide to the Authority's representatives in the manner and format prescribed in the purchase order:
 - (1) confirmation as to whether or not to the best of its knowledge any of the Contractor Deliverables are Hazardous Contractor Deliverables; and
 - (2) for each Hazardous Contractor Deliverable, a Safety Data Sheet containing the data set out at Clause 9.d, which shall be updated by the Contractor during the period of the Contract if it becomes aware of any new

relevant data.

- d. Safety Data Sheets if required under Clause 9.c shall be provided in accordance with the 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 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 12/16) - Contractor's Personnel at Government Establishments
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 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

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 1 March 2021.

Personal Data Particulars

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><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>
Data Processor	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p>Freedon Training and Consultancy Ltd</p> <p>4 Lansdown Court</p> <p>29 Compton Street</p> <p>Eastbourne</p> <p>East Sussex</p> <p>BN21 4DU</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>RFA Staff/students</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><i>Name, Grade/Rank and Merchant Navy Discharge Book</i></p>

	<i>number or Date of Birth</i>
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><i>None</i></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><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>
Nature and the purposes of the Processing	<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>
Technical and organisational measures	<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>

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

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

Schedule 1 – Statement of Requirements

Introduction

The Royal Fleet Auxiliary (RFA) requires Mental Health Awareness training for seafarers and for civilian staff who support seafarers. The course should be up to two days in duration and include training to increase awareness and knowledge of self-harming, suicide, bereavement and loss. This training is aimed at all ranks and grades within the RFA Service.

Background

One in four adults will experience a mental health problem during their lives¹. Work-based stress, poor mental health and suicide are often linked; work-based stress can aggravate existing or underlying mental health conditions. Suicide is the biggest cause of death for men under 45 in the UK and is increasing in the 45-59 age group², both demographics form a large proportion of the RFA workforce. Suicide rates in the maritime sector have tripled since 2014 with suicide cited in 15% of seafarer deaths.³

Mental Health Awareness training supports the organisation in promoting a healthy workplace and is part of the RFA People Vision⁴. It mitigates against days lost to long-term mental health related absence by raising awareness of conditions and available treatments and by promoting early recognition of ill mental health in personnel.

The RFA requires the provision of Safeguarding training for seafarers and civilian staff who manage or support seafarers. This training should be up to one days duration. The training package is aimed at all ranks and grades within the organisation with an initial emphasis on those who are line managers.

Training courses will be delivered at HMS Nelson Learning & Development Hub, suitable spaces are arranged by the RFA member of the LDO. However, the provider should be prepared to deliver training at alternative locations if required.

Failure to provide Mental health Awareness training will not follow organisational best practice and will increase the risk of unrecognised ill mental health conditions in personnel becoming so serious as to require long term absence and consequent cost to the business. In the worst-case scenario, failure to provide effective Mental Health Awareness training raises the risk of the warning signs preceding suicide or attempted suicide going unrecognised.

Failure to provide advanced Safeguarding training would breach Home Office Statutory guidance and safeguarding legislation including (but not limited to):

- The Care Act (Safeguarding Adults) 2014
- The Equality Act 2010 (revised 2012)
- The Prevent duty 2015 (CONTEST 2018)
- Human Right Act 1998
- Core Humanitarian Standard on Quality and Accountability 2014

Failure to provide advanced Safeguarding training would expose individuals, the RFA service and the MoD to potential prosecution under statutory legislation.

Mental Health Awareness training and Advanced Safeguarding training are both an enduring requirement.

Requirement

The Mental Health Awareness training should provide a good awareness of mental health amongst RFA seafarers and those civilian staff supporting seafarers. It should be a targeted product, relevant and tailored to the demands and risk factors inherent in seafaring, and bespoke for the unique nature of RFA employment. The course should equip attendees with the KUP to maintain their own mental health, recognise potential poor mental health in others and to support colleagues effectively, recognising signs and symptoms of ill mental health.

The Advanced Safeguarding training should provide trainees with KUP in statutory legislation, corporate and individual responsibility, policy and internal procedures for Safeguarding and should sign post attendees to appropriate organisational policy, advice and support.

Deliverables

Training should be suitable and specific to the RFA Service and should be maritime sea farer focussed. All training and training materials should be delivered in English.

Mental Health Awareness Training - Mental Health Awareness training should cover the following as a minimum:

- a. What is Mental Health?
- b. Recognising stress and anxiety
- c. Causes of stress and anxiety for RFA seafarers
- d. Risk factors specific to RFA personnel
- e. Myths and stereotypes around Mental Health
- f. Commonly diagnosed Mental Health conditions – signs, symptoms and treatments
- g. Understanding of PTSD
- h. Provide KUP for effective communication with people in low mental states
- i. Provide KUP in what to say and what not to say to people experiencing poor mental health
- j. Looking after one's own and others' mental health
- k. Understand self-harming
- l. Understand suicide and suicidal thoughts
- m. Understand bereavement, loss and the grieving process

The training should be delivered in Portsmouth in order to control Travel and Subsistence costs for trainees and to facilitate the input of a member of senior RFA management delivering the course introduction. However, training providers should be prepared to deliver training at alternative locations if required.

The training provider and (where different) the facilitator should have extensive experience of working within mental health settings and an in-depth understanding of the maritime environment, sea farer employment and where possible, an in-depth knowledge of the RFA service in order to understand the particular risk and stress factors for RFA seafarers and to understand the organisation as a

whole.

The training provider and (where different) the facilitator should offer out-of-hours support to trainees during the period of the course. This is important as the subject matter has the potential to expose underlying issues which may require individual support or intervention.

The training provider should develop the training course specifically for the needs of RFA seafarers and those civilian staff who support seafarers.

The training provider should be actively liaising with the MCA to ensure that the content leads best practice for the maritime sector.

Safeguarding Training - The Safeguarding training should provide trainees with KUP in statutory legislation, corporate and individual responsibility, policy and internal procedures for Safeguarding. The training should also sign post attendees to additional sources of organisational advice and support.

The course should cover the following:

- a. Historical and contemporary context of safeguarding (why safeguarding is necessary)
- b. Safeguarding legislation
- c. MoD and RFA Safeguarding policies
- d. Corporate and individual roles responsibilities and accountability
- e. Detailed categories of abuse; understanding of signs and symptoms
- f. Reporting a concern or incident
- g. Confidentiality and information sharing
- h. Record keeping and report writing
- i. Dealing with safeguarding related disclosures
- j. Signposting and support services

The training should be delivered in Portsmouth to control Travel and Subsistence costs for trainees. Safeguarding courses should follow on from the Mental Health Awareness training to form a three-day package on a selection of dates agreed with RFA Training Cell. This optimises Travel and Subsistence and links inter-related subject areas. However, training providers should be prepared to deliver training at alternative locations if required.

The course provider should have extensive experience in Safeguarding and in-depth knowledge of current legislation.

The course provider should have an in-depth understanding of the maritime environment, sea farer employment and where possible in-depth knowledge of the RFA service and the roles and responsibilities within the shore and seagoing organisations.

The course provider should liaise with RFA management to develop the organisation's Safeguarding policy, to advise on compliance with legislation and best practice and should also be available to provide individual advice to the DSL, including out of hours advice in the event that urgent intervention is required.

For the Mental Health Awareness course, 16 x two-day training events should be provided with 12 places on each course, training up to 192 personnel per year for the next 5 years.

For the Safeguarding course, 16 x one-day training events should be provided (to run the day following completion of Mental Health Awareness courses on dates agreed with RFA Training Cell) with 14 places on each course, training up to 224 personnel per year for the next 5 years.

Course Completion

Personnel should be provided with a course completion certificate once they have satisfied the necessary criteria. Copies of certificates should be supplied to RFA Training Cell if requested for inclusion in personnel files.

A monthly report should be provided to DACOS PERS RFA summarising training numbers, learning outcomes, disclosures, trends and relevant management information/advice.

Milestones

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

Safety

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

Location

The training should be delivered in Portsmouth in order to control Travel and Subsistence costs for trainees and to facilitate the input of a member of senior RFA management delivering the course introduction. However, training providers should be prepared to deliver training at alternative locations if required.

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 Considerations

None.

Personal Data

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

Other Considerations

Training facilities to be provided in Portsmouth by RFA, in liaison with the RN Learning & Development Organisation.

Acronyms & Abbreviations

RFA – Royal Fleet Auxiliary

LDO – Learning and Development Organisation

MoD – Ministry of Defence

MCA – Maritime and Coastguard Agency

KUP – knowledge, understanding and proficiency

PTSD – Post Traumatic Stress Disorder

DSL – Designated Safeguarding Lead

DACOS PERS RFA – Deputy Assistant Chief of Staff Personnel RFA

CP&F – Contracts, Purchasing and Finance

¹ NHS Information Centre for Health and Social Care

² Office for National Statistics

³ Source: UK P&I Club report 2018.

⁴ RFA People Vision Pillar 3 – Promote a healthy work environment (including “Raise Awareness of health and wellbeing”)

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 (estimated dates to be confirmed on contract award)	Total Qty	Firm Price (£) Ex VAT	
								Per Item	Total (including packaging, delivery and any applicable import charges)
1			Provision of Mental Health Awareness Training Per Person – Year 1	XY	00	Year 1 April 2021 to April 2022	192		
2			Provision of Advanced Safeguarding Training Per Person – Year 1	XY	00	Year 1 April 2021 to April 2022	224		
3			Provision of Mental Health Awareness Training Per Person – Year 2	XY	00	Year 2 April 2022 to April 2023	192		
4			Provision of Advanced Safeguarding Training Per Person – Year 2	XY	00	Year 2 April 2022 to April 2023	224		
5			Provision of Mental Health Awareness Training Per Person – Year 3	XY	00	Year 3 April 2023 to April 2024	192		
6			Provision of Advanced Safeguarding Training Per Person – Year 3	XY	00	Year 3 April 2023 to April 2024	224		
7			Provision of Mental Health Awareness Training Per Person – Year 4	XY	00	Year 4 April 2024 to April 2025	192		
8			Provision of Advanced Safeguarding Training Per Person – Year 4	XY	00	Year 4 April 2024 to April 2025	224		
9			Provision of Mental Health Awareness Training Per Person – Year 5	XY	00	Year 5 April 2025 to April 2026	192		
10			Provision of Advanced Safeguarding Training Per Person – Year 5	XY	00	Year 5 April 2025 to April 2026	224		
Quantities shown are expected numbers and not a guarantee of amounts due. Quantity ordered under the contract may differ.								Total Firm Price	£247,903.68

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

Schedule 3 - Contract Data Sheet

Contract Period	Effective date of Contract: 6 April 2021 The Contract expiry date shall be: 5 April 2026
Clause 6 - Notices	Notices served under the Contract can be transmitted by electronic mail Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Notices served under the Contract shall be sent to the following address: Authority: Commercial Officer Contractor: Contract Manager
Clause 8 – Supply of Contractor Deliverables and Quality Assurance	Is a Deliverable Quality Plan required for this Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 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. Other Quality Assurance Requirements:

Clause 9 – Supply of Data for Hazardous Contractor Deliverables, Materials and Substances	<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) DSALand-MovTpt-DGHSIS@mod.uk</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) Movement Transport Safety Regulator (MTSR) Hazel Building Level 1, #H019 MOD Abbey Wood (North) Bristol, BS34 8QW</p> <p>DSA-DLSR-MovTpt-DG HSIS (MULTIUSER)</p> <p>to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by the following date:</p>
Clause 10 – Delivery/Collection	<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>
Clause 12 – Packaging and Labelling of Contractor Deliverables	<p>Additional packaging requirements:</p> <p>N/A</p>
Clause 13 – Progress Meetings	<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>
Clause 13 – Progress Reports	<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

☎ 03001560460

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 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4
Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394**2. Project Manager, Equipment Support Manager or PT Leader** (from
whom technical information is available):

Name: Paul Burnett

Address: NCHQ, Room 27, West Battery, Whale Island, Portsmouth,
PO2 8DX

Email paul.burnett101@mod.gov.uk

☎ 03001 537367

9. Consignment Instructions:

The items are to be consigned as follows:

As detailed in Schedule of Requirements

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.

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 CentreIMPORTS ☎ 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 256837Users requiring an account to use the MOD Freight Collection Service
should contact DESWATERGUARD-ICS-Support@mod.gov.uk in the
first instance.**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.dii.f.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet,
registration needed]**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](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](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: Freedom Training and Consultancy

We acknowledge receipt of your Department's Letter of Offer, reference 701497374 dated 1 March 2021, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

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

Offer and Acceptance	
<p>A) Offer</p> <p>Contract 701497374 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 16 April 2021. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Name (Block Capitals): LAUREN TERRY</p> <p>Position: COMMERCIAL MANAGER</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory:</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Departments contract letter reference 701497374.</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Name (Block Capitals): TRACY KEANE</p> <p>Position: CEO</p> <p>For and on behalf of</p> <p>FREEDOM TRAINING + CONSULTANCY</p>
<p>Section C) Tier 1 Sub-Contractor data:¹</p> <p>Name value of work (£ ex VAT) Location Of work..... SME ...Yes / No</p> <p>Name value of work (£ ex VAT) Location Of work..... SME ...Yes / No</p> <p>Name value of work (£ ex VAT) Location Of work..... SME ...Yes / No</p> <p>Name value of work (£ ex VAT) Location Of work..... SME ...Yes / No</p>	

¹ 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