

SHORT-FORM SERVICES CONTRACT

Contracted Training Services (Transitional Arrangement)

THIS AGREEMENT is made on the ____ day of _____ 20__

BETWEEN:

[Name of ETB], having its principal place of business at [Address]
(the “ETB”)

AND

[Contractor Name], having its registered address at [Address]
(the “Contractor”)

1. Background

1.1 The ETB requires the provision of certain Contracted Training Services as described in Schedule 1.

1.2 The Contractor has represented that it has the necessary skills, experience and resources to provide the Services.

1.3 This Agreement is entered into as part of transitional procurement arrangements pending the establishment of a new national framework.

2. Definitions

In this Agreement:

- “Services” means the training services described in Schedule 1.
- “Commencement Date” means the date of signature or such other date as agreed in writing.
- “Term” means the period set out in Clause 3.
- “Fees” means the amounts set out in Schedule 2.

3. Term

3.1 This Agreement shall commence on the Commencement Date.

3.2 The Agreement shall continue for a maximum period of six (6) months and shall automatically expire at the end of that period unless terminated earlier in accordance with this Agreement.

3.3 The Contracting Authority reserves the right at its sole discretion to extend the term for a period of six (6) months with one (1) such extension.

4. Services

4.1 The Contractor shall provide the Services in accordance with Schedule 1.

4.2 The Services shall be delivered:

- In accordance with applicable NFQ level requirements;
- In compliance with relevant awarding body standards (where applicable);
- In accordance with all applicable legislation;
- With reasonable skill, care and diligence.

4.3 The Contractor shall provide the named tutor(s) identified in its tender submission. Substitution of tutors shall require prior written approval of the ETB.

5. Fees and Payment

5.1 The ETB shall pay the Contractor the Fees set out in Schedule 2.

5.2 The Fees are fully inclusive and include all costs associated with delivery of the Services, including but not limited to:

- Tutor fees;
- Administration;
- Overheads;
- Insurance;
 - Public Liability: €6.5m
 - Employer's Liability: €13m
 - Professional Indemnity: €1m
- Travel and subsistence (if applicable);
- Certification and Quality Assurance costs;
- Consumables (unless otherwise specified in Schedule 2).

5.3 No additional charges shall be payable unless agreed in writing in advance by the ETB.

5.4 Payment shall be made in accordance with the agreed milestone schedule and subject to satisfactory performance.

6. Contractor Obligations

The Contractor shall:

6.1 Maintain appropriate qualifications and experience for all tutors engaged.

6.2 Maintain appropriate insurance cover, including public liability and professional indemnity.

6.3 Comply with safeguarding and vetting requirements.

6.4 Comply with data protection legislation.

6.5 Maintain appropriate health and safety standards.

6.6 Provide reasonable reports as required by the ETB.

7. Variation

7.1 No variation to this Agreement shall be valid unless agreed in writing and signed by both parties.

7.2 Any variation must remain within the original scope of the Services and shall comply with applicable procurement legislation.

8. Termination

8.1 Termination for Convenience

The ETB may terminate this Agreement at any time on not less than thirty (30) days' written notice.

8.2 Termination Due to National Framework

The ETB may terminate this Agreement upon written notice if a new national framework for contracted training services becomes operational and the ETB determines that continuation of this Agreement is no longer required.

8.3 Termination for Breach

Either party may terminate this Agreement immediately where the other party commits a material breach and fails to remedy such breach within fourteen (14) days of written notice.

8.4 Consequences of Termination

Upon termination:

- The Contractor shall be paid for Services properly delivered up to the termination date;
- No compensation shall be payable for loss of future business;
- The Contractor shall cooperate in orderly wind-down arrangements.

9. Confidentiality

Each party shall keep confidential all information received from the other party which is designated confidential or which reasonably ought to be treated as confidential.

10. Data Protection

The Contractor shall comply with all applicable data protection legislation and shall process personal data only in accordance with ETB instructions.

11. Intellectual Property

Unless otherwise agreed in writing, intellectual property arising from the Services shall vest in the ETB upon payment of the Fees.

12. Indemnity and Liability

12.1 The Contractor shall indemnify the ETB against losses arising from negligence, breach of contract or breach of statutory duty.

12.2 The Contractor's liability shall not exclude liability for fraud, personal injury or death.

13. Assignment and Subcontracting

The Contractor shall not assign or subcontract this Agreement without prior written consent of the ETB.

14. Governing Law

This Agreement shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish courts.

Schedule 1 – Description of Services

Aircraft Spray Painting

Course Details Overview

Start Dates (Provisional)	19/10/2026
Iterations	1
PLSS reference Numbers	506813
Reference No.	LC2EHS8354
Title	Aircraft Spray Painting
Duration	27 Weeks
Venue	IAC Shannon Industrial Estate
Recruitment	Recruitment for the course will require the provider to host briefing sessions on site. These dates will be arranged in conjunction with the Recruitment Officer in Shannon Training Centre. Recruitment for the course will also require a representative from the provider to participate in interview and aptitude testing days.

Quality Assurance	The process of results approval will come under the quality system of Shannon Training Centre. Therefore, the provider will return a RCCRS generated F-12 to the Training Standards Office, which will be presented at Results Approval.
Certification	City and Guilds 1789-34
Course Title	
Aircraft Spray Painting	

Course Administration
The provider will be required to carry out the following course administration functions: 1. Time Keeping and Attendance reports for daily attendance and timekeeping. Contact the LCETB Contracted Training Officer (CTO), if a learner is missing. Follow up to determine if learner has dropped out of course and terminate if required. 2. Disciplinary Process. Report any issues to LCETB CTO. LCETB CTO to follow up in conjunction with provider. Joint decision process will be followed. 3. Invoicing, every four weeks. No invoicing in advance. The first two weeks of the course may be invoiced, then every four weeks thereafter. 4. To deliver and maintain assessment records, submit results on RCCRS generated F-12 along with copies of certification to Shannon Training Standards Office 5. Complete and return weekly training report and final training report. 6. Learner Feedback. Conduct and facilitate mid-course and end of course feedback. 7. End of course returns must be submitted one month after delivery is completed. These will include contractors report, Attendance logs, details of training materials and a learner outcomes report 8. TACS, where applicable, the provider will ensure timekeeping and attendance is recorded on TACS

Course Capacity (number of learners per course instance)			
Max	10	Min	5

Teacher/Tutor/Instructor Profile	
Required Qualification(s)	Required Experience
All tutors must submit a copy of their CV to LCETB which will demonstrate that they have the required experience in the delivery of preparation and spray painting of aircraft. All tutors associated with the delivery of the programme must be registered with City and Guilds prior to delivery. Any change in tutor must notified to LCETB and the new tutor registered with City and Guilds prior to	A minimum of 2 years recent full-time instructional experience in the subject matter area.

commencement. If required, tutors will undertake the City and guilds TAQA level 3 and Level 4 qualifications on assessment and internal verification prior to working on City and Guilds assessments.	
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Training Equipment Required

Delivery:	This course is a traineeship which must, in its entirety take place in a Part 145 approved aircraft hangar, suitable for the preparation and spraying of aircraft. The provider must supply all required PPE, safety training required for working on site. The provider will provide suitable facilities for classroom training, practical training suitable for practice and for training on live aircraft. The provider will be responsible for the delivery of the course as per the City and Guilds syllabus and for the conduct of the required assessments. The provider will be required to maintain all delivery and assessments records as required by the City and Guilds syllabus for certification.
Certification:	City & Guilds L3 NVQ in Aeronautical Engineering. LCETB, Shannon Training Centre, is approved by City and Guilds for registration of learners on to the course. Shannon Training Centre will register all learners and pay associated fees. Shannon Training Centre will process learners for certification on receipt of results from the provider. Tutors will be required to make themselves available for the External Authentication process carried out by City and Guilds, usually once a year.

Training Facilities Required

Special Requirements:	The specific requirements for the delivery of this course are that it must take place in an EASA Part 145 Approved facility and that learners are trained and actively participate in the preparation and painting of live commercial aircraft. Location must be in Clare – Limerick Region.
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Invoicing

Invoicing:	All invoicing must be for services supplied. LCETB cannot pay in advance. All payments are on a reimbursement basis only. The overall cost of the course will be divided by the number of months delivery and the cost of delivery for the month will be invoiced at the end of each month.
Receipted Expenses:	Additional, unforeseen costs may be accommodated under receipted expenses but must be <u>preapproved</u> by LCETB CTO. Procurement for expenses must adhere to LCETB procurement policy. When quoting please add an additional 10% under "Other Costs" as a contingency fund for unforeseen costs.

Insurance

Insurance:	Copy of valid insurance details must be submitted prior to contract being issued. The provider's insurance policy must comply with the following: Employers Liability: Min. Limit of indemnity of €13 million Public Liability: Min. Limit of indemnity of 6.5 million Professional Liability: Min. Limit of indemnity of €1.0 million
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Tax Clearance

Tax Clearance Certificate: Proof of Tax clearance must be submitted prior to contract being issued.

Data Protection

Data Protection: Provider shall comply with all applicable requirements of the Data Protection Laws. The LCETB CTO must be notified of any suspected breaches of data protection.

Quote (Per Course Instance)

Quote: Please supply quote for the delivery and assessment of the content listed below, per course.

Quote to include all costs based on delivery and assessment of a maximum of 11 learners.

The course will run with a minimum of 10 learners.

Please provide breakdown of costings for the course, to include where applicable:

- Tutor Costs
- Recruitment Costs
- Cost of delivery of individual modules listed below
- 10% contingency fund under "Other Costs" (which may or may not be required)
- Management and Administration costs and number of days involved.
- Cost of Sub-Contract
- Breakdown on costs of sub-contract

Course Modules:**Course Modules:**

Induction

Complying With Statutory Regulations And Organisational Safety Requirements 1789-001

Using And Interpreting Engineering Drawings And Documents 1789-002

Working Efficiently And Effectively In Engineering 1789-403

Reinstating The Work Area On Completion Of Activities 1789-404

Applying Aircraft Paint Finishes By Hand 1789-489

Applying Aircraft Paint Finishes By Spray Guns 1789-490

Applying Transfers, Decals And Livery To Aircraft 1789-491

Stripping And Removing Aircraft Finishes 1789-492

Applying Finishes To Aircraft Composite Mouldings 1789-493

Finishing Surfaces by Applying Coatings or Coverings 1789-252

Finishing Surfaces by Applying Treatments 1789-253

Maintaining Mechanical Devices and Equipment 1789-219

Schedule 2 – Fees and Payment Schedule

- Total Contract Price:
- Cost Per Learner (if applicable):
- Milestone Payment Structure:
- Consumables (if separately treated):

Appendix 1 - PRICING SCHEDULE TEMPLATE

Sample Pricing Schedule:

Aircraft Spray Painting					
	Description	Daily Cost (excl. of VAT)	VAT (where applicable)	No of Days (where applicable)	(excl. VAT where applicable)
1	Recruitment Costs				€ -
2	Tutor Costs				€ -
3	Cost of delivering modules				€ -
4	Cost of sub contract, if applicable, include breakdown of subcontract costs				€ -
5	Management and Administration costs and number of days involved.				€ -
6	10% Contingency Fund				€ -
7					€ -
8					€ -
9					€ -
10					€ -
Total Cost Per each Course					1 -
Total Cost for 1 iterations					1 -
Overall Cost					1 -
Declaration We confirm that: • The price submitted is fully inclusive of all costs required to deliver the programme as specified. • No additional charges will be applied unless expressly agreed in writing. • Pricing remains valid for the duration of the contract (maximum six months). Signature: Date:					