

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

Coded Plate and Intermediate Pipe Welding

Course Details Overview

Start Dates (Provisional)	09/11/2026
Iterations	1
PLSS reference Numbers	530562
Reference No.	LC2EHS2182
Title	Coded Plate and Intermediate Pipe Welding
Duration	24 Weeks, inclusive of 3 weeks work placement. Courses running over Christmas are a week longer in duration
Venue	Shannon Training Centre, College of FET, Shannon Industrial Estate
Recruitment	Applicants for this course must have successfully completed the trainability test / evening welding course on MIG TIG and MMA. The recruitment process for this course will be carried out by the Recruitment Office in Shannon. The provider or

	sub-contractor may be required to answer any queries that arise or to assess trainability tests.
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	EN9606
Course Title	
Coded Plate and Intermediate Pipe Welding	

Approved course description for publication
Coded Plate and Intermediate Pipe Welding The aim of this course is to provide learners with an opportunity to become EN certified in a range of welding tasks as follows: - MIG 10mm Vertical open Butt Weld – CS10 - MMA Vertical Butt Weld 10mm Plate - CS12 - 2" 316 Stainless Steel TIG Complete schedule 10 – SS 01 - MMA Vertical Butt-Weld 10mm Plate TIG Root 7018 Fill and Cap CS-18 -CV preparation Please note this is not a beginner's course. Candidates should have some experience of TIG, MIG or MMA welding. Applicants will need to pass a trainability test. The tutor will be required to run and assess the trainability assessments.

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	11	Min	10
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Teacher/Tutor/Instructor Profile	
Required Qualification(s)	Required Experience
A tutor pack must be submitted to LCETB for all tutors on this programme, inclusive of a copy of their CV, outlining their qualifications and demonstrating their required experience in the delivery of the programme. Any change in tutor must be notified to LCETB and the new tutor pack submitted prior to the change.	A minimum of 2 years recent full-time instructional experience in the subject matter area.

Training Equipment Required
Delivery: Due to the specific nature of the course, the course may be delivered by the provider or by sub-contract. If provision is by a sub-contract, the provider must supply details of the sub-contractor in the submission and must demonstrate that the sub-contractor and the tutor has a minimum of 2 years' experience in delivering this course. Tutor: The tutor must be able to demonstrate competency to deliver this course to the required standard. The tutor must hold certification to the standard identified in the modules below. The tutor will be responsible for ordering course consumables using the in-centre procurement process. The tutor will be required to liaise with employers to arrange work experience and follow up on trainee's progress during work experience. The tutor will be required to liaise with and schedule the awarding body to attend for the assessment events, including referrals. The tutor must be available for any required trainability tests. The tutor will be responsible for maintaining the cleanliness and tidiness of the workshop. The tutor will ensure adherence to all mandatory health and safety requirements as required by legislation and by Shannon Training Centre. The tutor must ensure compliance with all LCETB policies & procedures.

Training Facilities Required
The course will be delivered in the Coded Plate and Intermediate Pipe Welding Workshop, in Shannon Training Centre, College of FET, Shannon Industrial Estate. The Coded Plate and Intermediate Welding Workshop is equipped with the required equipment to deliver the course. Any additional equipment or maintenance of equipment will be organised by Shannon Training Centre.

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.
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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.
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Quote (Per Course Instance)

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

MIG 10mm Vertical open Butt Weld (*EN9606-CS10*)MMA Vertical Butt Weld 10mm Plate (*EN9606-CS12*)2" 316 Stainless Steel TIG Complete Schedule 10 (*EN9606-SS01*)TIG Root/E7018 MMA Fill and Cap Vertical Open Butt Weld (*EN9606-CS18*)

CV preparation

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:

Coded Plate Welding						
	Description	Daily Cost (excl. of VAT)	VAT (where applicable)	No of Days (where applicable)	Total Ultimate Cost (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					€	-
Total Cost for 1 Iterations					€	-
Overall Cost					€	-