

MOD FORM 1746 – AGREEMENT FOR CWA/CTA/DL AND ADVANCE OF FEES CLAIM FORM

Part 1 must be completed by the SL in all cases. **Part 2** must be completed before the SL can start a Civilian Work Attachment or External Training or Distance Learning. **Parts 2, 3, and 4** must be completed before the SL can claim an advance of IRTC.

Part 1:					
Particulars of Service Leaver (SL)		Service.		Service No:	
Rank:	Name:	Unit:			
Unit Address:		Section:			
		Telephone:			
Part 2: FORM OF AGREEMENT FOR CIVILIAN WORK ATTACHMENT OR EXTERNAL TRAINING OR DISTANCE LEARNING					
Certificate (To be completed in full by the organisation offering training or work attachment or distance learning).					
Reason for attending (please tick):	Training:		CWA:		Distance Learning:
CWA/Course Title (if applicable):					
Provider:		Inclusive Dates:			
		From:		To:	
Address:		Telephone No:			
		Fax No:			
Statement of undertaking by organisation offering Training or Work Attachment or Distance Learning					
<p>If the Service leaver is using individual leave allowance or terminal leave for the activities stated at Part 1, then statements 1,3,4,5,6 & 7 only apply below, non-applicable statements should be scored out. For normal duty, all statements apply. For DL, statements 2, 3, 4 & 5 only apply (non-applicable statements should be scored out)</p> <p>1. We agree to allow access by a representative of the Ministry of Defence (MOD) to visit the applicant during this attachment.</p> <p>2. No payment or payment in kind will be made to the Service leaver (SL).</p> <p>3. No claims will be made on MOD public funds for the cost of materials or tools used by the SL. Where there is a set fee for an established training course, this will be charged to the SL.</p> <p>4. We accept that the SL is responsible for the payment of fees for training and any other payments arising out of the planned resettlement training or work attachment. We agree that the MOD is not liable for these payments and in the event of non-payment by the SL we will not pursue any claim against the MOD.</p> <p>5. We have the necessary insurance in place to cover accidental injury or death caused to a SL where we have a legal liability and will inform the Service immediately of any such injury through the unit details given in Part 1.</p> <p>6. We agree to complete Part 2 of the MOD F1748 and return that Form to the SL on completion of the attachment/training/DL.</p> <p>7. We undertake to notify the applicant's unit at Part 1, within 5 working days, if the individual fails to attend, or ceases to attend, the resettlement activity.</p>					
Company/Organisation Stamp:		Name:			
		Appointment:			
Date:		Signature:			

OFFICIAL SENSITIVE PERSONAL (when completed)

Part 3: APPLICATION FOR ADVANCE OF INDIVIDUAL RESETTLEMENT TRAINING COSTS (IRTC)					
I request an advance of £_____ against training course fees of £_____ (maximum 80% of £534 or 80% of Course fees, whichever is the lesser of the sum) to be paid by me for the resettlement course detailed at Part 2. I understand that any balance of refund will be paid to me on completion of the course and declare that any refund due to Public Funds will be paid by me. I am aware that, in accordance with JSP 534 para 0406b, if I do not use any or all of the advance of MOD Funds/Allowances for Resettlement for their intended purpose, I will have to return the unused amount in full.					
SL Service No:		SL Rank:		SL Name:	
Signature of SL:				Date:	
Part 4: Authorisation by the Service Resettlement Adviser (SRA).					
I consider that the proposed Trg/Experience/DL is appropriate to the resettlement needs of the applicant and I approve the payment of an advance of £_____ from:					
UIN:		Cost Centre:		RAC:	
Signature:		Name:		Date:	
		Appointment:			

INDEMNITY - CIVILIAN WORK ATTACHMENTS AND EXTERNAL TRAINING

Injury or Damage Caused by Service Personnel

The MOD will indemnify SL in respect of any claim for personal injury brought by an individual injured by an SL while he is on CWA or external training during GRT, provided that the MOD is legally liable as the SL's employer for the injury caused and provided that the SL does not settle or otherwise compromise the claim without the MOD's prior written consent. The SL must notify the MOD of the claim within 14 days. At any stage prior to or after legal proceedings are commenced, the MOD reserves the right to take over conduct of the claim and/or to appoint legal advisers of its choice to handle the claim. The MOD will give no such indemnity if the SL is attending CWA/training whilst on leave (i.e. not using GRT). If personnel are concerned about their personal liability, they should take out appropriate insurance.

Injury or Damage Caused to Service Personnel

SL attending CWA or external training, as part of GRT, will be subject to Service regulations covering injury whilst on duty. The MOD will compensate the SL in accordance with its legal obligations for any injury sustained whilst attending a CWA or external training during GRT where it is legally liable for the injury as the SL's employer. The MOD will give no such indemnity if the SL is attending CWA/training whilst on leave (ie not using GRT). If personnel are concerned about their personal liability, they should take out appropriate insurance.

Discipline

The civilian staff of training and educational establishments and of private firms, where SL are undergoing training or CWA, cannot give lawful commands as superior officers within the meaning of the Armed Forces Act 06. However, SL are to comply with any reasonable instructions given to them by the civilian staff in the course of their training, or CWA. Any breach of such instructions is to be dealt with as an act to the prejudice of good order and Service discipline.