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Vice Principal Foundations & Adult Learning Services
Room 2.106 Highbury Campus
City of Portsmouth College
Tudor Crescent
Cosham
Portsmouth, PO6 2SA

PROJECT CHOICE C/O
Fell Tower Medical Centre
Durham Road
Gateshead
NE9 5EY



06 October 2021

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Dear ■■■■■

Memorandum of Agreement

Health Education England Supported Internship – Sub-contracted Math and English Provision (Portsmouth Cohort)

I write with respect to the proposal for the delivery of math and English provision for 2021/22 to support the HEE Supported Internship Programme. I am pleased to confirm that HEE has accepted your proposal dated 05 October 2021 relating to the Portsmouth cohort.

Notwithstanding the dates of signature on this contract below, this agreement comes into effect on the commencement date stated in Appendix A and commencement of the services will begin on the service commencement date.

Contract Value:

The total contract value for the period to 31 July 2022 is £■■■■■ inclusive of VAT as appropriate.

The Supplier will provide:

- Delivery of ESFA approved qualifications in both Math and English subjects from Entry Level 1 – Level 2 and GCSE.
- 3 hours of delivery (1.5 hrs each subject) each week between September 2021 and July 2022
- Completion of base line assessments for all Interns to determine accurate level of qualification to be studied
- Completion of exemption documentation for Interns that are unable to study at a higher level than previously achieved or are unable to follow a qualification route (in line with ESFA published guidance)
- Timely and accurate ESFA approved course reference numbers for both subjects and each qualification level to be studied.
- Tutor and LSA support for 3hrs each week
- Room hire for the duration of the delivery
- At least 3 formal reviews throughout the year
- Provision of delivery materials in an appropriate format for each Intern.
- Registration and certification for examinations for each Intern.

In addition, the following due diligence documents are required:

- Copies of DBS certification for each Tutor and LSA support staff working with the Interns.
- Copy of Safer Recruitment Policy
- Copy of the institution's COVID-19 Secure risk assessment for delivery of provision to vulnerable groups.

Contract Managers:

The contract managers at the commencement of this contract are:

For the Authority:

██████████ National College Lead, Health Education England, C/O Fell Tower Medical Centre, Durham Road, Gateshead NE9 5EY.

The HEE Area Manager for the cohort is Dania Ahmed. All operational contact will be via the Area Manager.

For the Supplier:

The Contract Manager for the Supplier is Teresa Cole, Vice Principal Foundations & Adult Learning Services, Room 2.106 Highbury Campus, City of Portsmouth College, Tudor Crescent, Cosham, Portsmouth PO6 2SA

Scope of Works:

See Appendix A

Please confirm the acceptance of this memorandum of agreement by signing and returning the document to me. A copy of the memorandum of agreement will be returned to you for your records once it has been signed on behalf of the Authority.

Health Education England looks forward to working with you on this project.

Kind regards

██████████

██████████

HEE National College Lead (Supported Internship Programme)

Signed by the authorised representative of THE AUTHORITY

Name:	██████████		██████████
Position:	National College Lead – Funding & Contracts	Date	<u>15 December 2021</u>

Signed by the authorised representative of THE SUPPLIER

Name:	██████████	Signature	██████████
Position:	Interim Chief Finance Officer	Date	14 December 2021

Appendix A

1. Basis of and Parties to the Agreement

This service level agreement (SLA) is between Health Education England and City of Portsmouth College who are to deliver math and English provision for 2021/22 to support the HEE Supported Internship Programme.

2. Duration of the Agreement

This agreement commences 27 September 2021 and will remain in force until 31 July 2022.

3. Agreement review

The agreement will be reviewed on an annual basis.

4. Term and Termination of Agreement

The contract shall commence on the commencement date and unless terminated earlier in accordance with the terms of this contract or the general law shall continue until the end of the term.

5. Scope of Work

- The Supplier will have a flexible model to ensure it can support a range of learning difficulties and/or disabilities.
- The Supplier will deliver approved GCSE, functional skills or stepping stone qualifications.
- The Supplier will have the accessibility and capacity to train and assess numbers required.
- The Supplier will deliver programmes on a set day each week.
- The Supplier will have a robust system in line with the HEE quality framework for education and training.
- The Supplier will support the Department of Education mandate with regards to progress.
- The Supplier will efficiently use resource and funds.

6. Intellectual property right in deliverables, materials and outputs

The Supplier agrees that all intellectual property rights in and to the deliverables, material and any other output developed by the Supplier as part of the services in accordance with the specification document, shall be owned by the Authority.

The intellectual property of this key provision of services shall continue notwithstanding the expiry or earlier termination of this memorandum of agreements.

7. Change Control Process:

Any changes to this contract including to the services may only be agreed in accordance with NHS standard terms and conditions set out in the requirement.

Contract documents to date

- City of Portsmouth College Proposals
- The Supplier acknowledges that it is aware of the general conditions and services of the NHS standard contract.
- The Supplier shall not by its acts or omissions in providing the services under this agreement put the Authority in breach of the terms.
- The Supplier will provide to the Authority any system and general upgrade without charge.
- Key Performance Indicators (KPIs) and Service Level Agreements (SLA) to be confirmed by the HEE's Area Manager.

8. Payment terms

The Supplier shall invoice the Authority in ten equal instalments of [REDACTED] on a monthly basis using the following information:

Quote the reference [REDACTED] instead of a PO number on the invoice, along with the following address:

HEALTH EDUCATION ENGLAND
EAST OF ENGLAND LETB
T73 PAYABLES F485
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WF3 1WE

A hard copy of the invoice should be sent to the Wakefield address above and an electronic copy sent to [XXXXXXXX](#)

If a hard copy invoice is not sent to the Wakefield address, payment cannot be made.