**INVITATION TO APPLY**

Department for Education

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| Department for Education Sanctuary Buildings, Great Smith Street, London, SW1P 3BT. NPQ.Reform@education.gov.uk06/02/2017 |

**INVITATION TO APPLY (ITA) FOR ACCREDITED PROVIDER STATUS OF NATIONAL PROFESSIONAL QUALIFICATIONS (NPQs)**

1 Your organisation, along with others, is invited to apply for accreditation to provide National Professional Qualifications (NPQs), to the specification outlined in the attached documents. Enclosed are:

 Document 1 Instructions and information on the application procedures.

 Document 2 Specification

 Document 3 **For information only at this stage of the application process:**

Accreditation Agreement – **Update of 16/02/17**: The final version of the Agreement is now available within this document.

2 The Department will be hosting a series of provider information events for applicants from 7-14 February 2017, details of which were advertised via social media, widespread emails and on the government [Contracts Finder website](https://www.contractsfinder.service.gov.uk/Notice/729fef40-69b1-49e5-9c96-d963a8a3f9d2) on 27 January. All of the 470 tickets are now sold out. The Department will publish all materials made available at these information events, together with a “Frequently Asked Questions” document, on the government [Contracts Finder website](https://www.contractsfinder.service.gov.uk/Notice/88023b42-0bbd-4dd9-b368-48ccdc503aaa) no later than 13 February 2017 together with any clarification questions asked up to that date.

3 Please read the instructions on the application procedures carefully. Failure to comply with them may invalidate your application, which must be returned by the date and time given below to the email address provided.

4 Your application must be received by email no later than **12:00 on 20 March 2017.** Late applications will **not** be considered. Please email one copy of the completed Application Form to the NPQ.Reform@education.gov.uk mailbox with “NPQ Provider Application Submission” in the subject line. Emails marked with this subject line will not be opened until after the above deadline.

5 To receive an Application Form, please email the NPQ.Reform@education.gov.uk mailbox with “REQUEST for NPQ Provider Application Form” in the subject line.

6 If, having read the enclosed specification, you decide not to submit an application, the Department would be grateful if could send your reasons (though you are under no obligation to do so) to the NPQ.Reform@education.gov.uk mailbox, marked 'No Application'.

7 Please contact the NPQ.Reform@education.gov.uk mailbox if you have any questions about the application procedure. The enclosed Document 1 also contains details for requesting further information or clarification of the Department’s requirements.

8 Clarification meetings may be required. Where this is necessary, the Department will inform applicants in advance and these meetings will be held at the Department’s premises in Sanctuary Buildings in London.

9 The Timetable for the procurement is:

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| Advert placed in Contracts Finder | Monday 6 February 2017 |
| Deadline for enquiries | Friday 17 March (17:00) |
| Deadline for application responses to be received. | Monday 20 March (12:00) |
| Clarification questions/interviews (indicative) | w/c Monday 17 April |
| Department announcement of successful applicants | w/c Monday 24 April |
| Award of accreditation to successful applicants | w/c Monday 1 May |
| Course delivery | Starting in 2017 to 2018 academic year |

10 Please note that the dates given in the above timetable for the announcement of successful applicants is indicative only. It is difficult to judge the number of applications which may be received and require evaluation. The Department will inform all applicants as soon as possible if it needs to amend the above plan.

11 The Department reserves the right to run another application process upon conclusion of the above and will do so by way of a separate application process open to all interested parties and duly advertised.

12 This accreditation process will be run in accordance with the light touch regime under the Concession Contracts Regulations 2016. For the avoidance of doubt this accreditation process does not come within the scope of the Public Contracts Regulations 2015.

Yours sincerely

Elin Jones

Deputy Director, Teachers and Teaching Group, Department for Education

**DOCUMENT 1**

**INSTRUCTIONS AND INFORMATION ON APPLICATION PROCEDURES**

1 These instructions are designed to ensure that all applicants are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact the NPQ.Reform@education.gov.uk mailbox if you have any questions about the Department’s requirements or the accreditation process. All enquiries must have the word “CLARIFICATION” in the heading. **All questions must be received no later than 17:00 on 17 March 2017**. Questions received after this date will not be responded to. Pre-application negotiations are **not** allowed.

2 Please note that references to the 'Department' throughout these documents means The Secretary of State for Education acting through her representatives in the Department for Education (DfE).

**Accreditation Agreement Period**

3 Once awarded, the Accreditation Agreement will permit successful applicants to provide NPQ courses for a period of 3 years, including annual break clauses and the Department’s option to extend for up to a further two years. This is subject to ongoing monitoring requirements by the Department and its Quality Assurance Agent (QAA) in accordance with the standards set out in the Quality Framework and Content and Assessment Framework set out in the Specification (see Document 2) and the exercise of either party’s rights to termination as set out in the Accreditation Agreement.

**Incomplete Applications**

4 Applications may be rejected if the information asked for in the Application Form is not given at the time of applying.

**Returning Applications**

5 Your completed application must be received by email no later than **12:00 on 20 March 2017.** Late applications will **not** be considered. Please email one copy of the completed Application Form to the NPQ.Reform@education.gov.uk mailbox, ensuring all of the following are enclosed in the Application Form:

1) Completed Mandatory Requirements Form

2) Completed application form sections A - F (to receive an application form, please email the NPQ.Reform@education.gov.uk mailbox with “REQUEST for NPQ Provider Application Form” in the subject line)

3) Signed Declaration

Emails must have “NPQ PROVIDER APPLICATION SUBMISSION” in the subject line. Emails marked with this subject line will not be opened until after the above deadline.

**Receipt of Applications**

6 Applications will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the applicant to ensure that their application is delivered no later than the appointed time. Applications received after the deadline will be rejected.

**Acceptance of Applications**

7 By issuing this invitation the Department is not bound in any way and does not have to accept any application.

**Inducements**

8 Offering an inducement of any kind in relation to obtaining this, or any other contract with the Department, will disqualify your application from being considered and may constitute a criminal offence.

**Confidentiality of Applicants**

9 Please note the following requirements. You must not:

* try to obtain any information about any other provider’s application, beyond the indeded partnership, or proposed application before the time limit for delivery of applications, or
* make any arrangements with another organisation, beyond the intended partnership, about whether or not they should apply.

Failure to comply with these conditions may disqualify your application.

**Costs and Expenses**

10 You will not be entitled to claim from the Department any costs or expenses which you may incur in preparing your application, whether or not your application is successful.

**Debriefing**

11 Following the award of contract(s), written feedback will be available to unsuccessful applicants **on request** via the NPQ.Reform@education.gov.uk mailbox.

**Evaluation Criteria**

12 During this accreditation process the Department will apply the usual procurement principles of transparency, equal treatement and proportionality.

13 Only those applicants answering “Yes” to all of the questions set out in the Mandatory Requirements Form (enclosed in the Application Form) will proceed to having their responses to the Application Questions set out in the application form assessed. Answers to the Application Questions, Sections B-G will be evaluated using the criteria set out in Evaluation Criteria of the Application Form.

**Freedom of Information**

14 The Department is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the department may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your application is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by the department should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful applications.

**Publication of Contract**

15 Under the Government’s Transparency requirements we are obliged to publish the contract between the Department and the successful applicant(s) in full. The successful applicants(s) should identify any information regarded as commercially sensitive and explain (in broad terms) what harm may result from disclosure and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it if the public interest in disclosure outweighs withholding the information. Please see [Procurement Policy Note 13/15](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/458554/Procurement_Policy_Note_13_15.pdf) which contains further information on the general transparency principles that require public procurers proactively to disclose contract and related information that may previously have been withheld on grounds of commercial confidentiality

**Information Sharing Across Government**

16 All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

17 For these purposes, the Department may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific application information) submitted by the Contractor to the Department during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.”

**Cyber Essentials Scheme**

18 The Government has introduced its new Cyber Essentials Scheme in consultation with industry to mitigate the risk from common internet based threats.

19 From 1 October 2014, it is mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the [Government Security Classifications scheme](https://www.gov.uk/government/publications/government-security-classifications) to comply with Cyber Essentials requirements.

20 All potential providers for Central Government contracts, featuring the above characteristics, should make themselves aware of [Cyber Essentials](https://www.gov.uk/government/publications/cyber-essentials-scheme-overview) and the requirements for the appropriate level of certification “or equivalent”.

21 As this requirement features the above characteristics, you are required to demonstrate in your application response that:

* Your organisation has Cyber Essentials certification; or
* Your organisation will be able to secure Cyber Essentials certification prior to contract award; or
* Your organisation has equivalent evidence to support that you have appropriate technical and organisational measures to mitigate the risk from common internet based threats in respect to the following five technical areas:
1. Boundary firewalls and internet gateways – these are devices designed to prevent unauthorised access to or from private networks, but good setup of these devices either in hardware or software form is important for them to be fully effective.
2. Secure configuration – ensuring that systems are configured in the most secure way for the needs of the organisation
3. Access control – ensuring only those who should have access to systems to have access and at the appropriate level.
4. Malware protection – ensuring that virus and malware protection is installed and is up to date
5. Patch management – ensuring the latest supported version of applications is used and all the necessary patches supplied by the vendor have been applied.
* Any equivalent evidence must be verified by a technically competent and independent third party.

22 Successful applicant(s) will be required to provide evidence of Cyber Essentials certification“or equivalent” (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to contract award.

23 The successful application(s) will be required to secure and provide evidence of Cyber Essentials re-certification “or equivalent” (i.e. demonstrate they meet the five technical areas) on an annual basis.

24 Details of certification bodies are available at: <https://www.cyberstreetwise.com/cyberessentials>

**Data Security Standards**

25 For contracts which require the holding or processing of either personal data and/or OFFICIAL data the successful contractor will need to assure the Department that they can comply with the Department’s security standards.

27 Departmental security standards are listed as contract clauses in an annex to this letter (see Document 3 – Accreditation Agreement).

**Government Security Classifications**

27 On 2 April 2014 the Government introduced a Government Security Classifications (GSC) classification scheme to replace the previous Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All potential suppliers are encouraged to make themselves aware of the changes and identify any potential impacts in their Application, as the protective marking and applicable protection of any material passed to, or generated by, you during the application process or pursuant to any Contract awarded to you as a result of this application process will be subject to the new GSC. The link below to the Gov.uk website provides information on the GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

The Department reserves the right to amend any security related term or condition of the draft contract accompanying this ITA to reflect any changes introduced by the GSC.

**Armed Forces Covenant**

30 The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

31 The Covenant’s 2 principles are that:

• the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services

• special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

32 The Department encourages all applicants, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

33 Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/policies/armed-forces-covenant).

34 If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: [covenant-mailbox@mod.uk](file:///C%3A%5CUsers%5Cegroenewald%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CINetCache%5CContent.Outlook%5CML77EVYG%5Ccovenant-mailbox%40mod.uk)

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

35 Paragraphs 34-38 above are not a condition of working with the Department now or in the future, nor will this issue form any part of the application evaluation, contract award procedure or any resulting contract. However, the Department very much hopes you will want to provide your support.

**Child Sex Abuse**

36 The Internet Watch Foundation (IWF) was established in 1996 by the UK internet industry to provide the UK internet Hotline for public and IT professionals to report potentially illegal online content and to be the 'notice and take-down' body for this content. IWF works in partnership with the online industry, law enforcement, Government, the education sector, charities, international partners and the public to minimise the availability of this content, specifically, child sexual abuse content hosted anywhere in the world.

37 Access to the IWF URL list is available to ISPs, mobile operators, search providers and filtering companies only. All organisations that require access must sign a licence which sets out how the data can be used.

38 It is a contract conditions that the successful supplier must block access to those Uniform Resource Locators (URLs) specified on the IWF’s list.

**Application Period**

39 Due to the intensive evaluation process the Department requires applications to remain valid up to signing of the Accreditation Agreement.

**Basis of the Contract**

40 The Accreditation Agreement in Document 3 will form the basis of the agreement between a successful applicant and the Secretary of State for Education.

**Format of Applications**

41 Applicants must respond to each of the application questions (sections A – F) set out in the Application Form.

42 Please note that responses to all application questions should not exceed the word limit set for each question. If necessary, CVs, declarations and financial breakdowns can be submitted as an annex to the application materials and will not count towards the word limit.

43 Please also include with your response one copy only of your last two audited accounts. This will not count towards the word limit. A full financial check will be made on the successful applicant and a full due diligence check will be made on the successful applicant and all of their consortium partners before contract award. If such checks should raise any concern then these will initially be discussed with the contractor. However, the Department reserves the right to withdraw any offer if concerns on the financial stability of the applicant remain.

**Conclusions**

44 Whilst every endeavour has been made to give applicants an accurate description of the Department's requirements, applicants should make their own assessment about the methods and resources needed to meet those requirements.

 **DOCUMENT 2**

**SPECIFICATION**

1. **The purpose of NPQ reform**
	1. The Department’s vision is for an education system that drives social mobility, ensuring that every child and young person can access a high quality education, regardless of location, prior attainment, and background.
	2. This is a long-term, generational vision for our education system, which means prioritising long-term capacity building that can deliver lasting benefits. In turn, this requires investment in our infrastructure and schools but, most of all, in the people who work in our schools – teachers and leaders.
	3. The Department knows that after the quality of teaching, it is the quality of school leadership that is the most important educational determinant of pupils’ success. Excellent school leaders at all levels are critical to ensuring that every child can unlock their full potential.
	4. Good leaders are perfectly placed to raise standards and improve outcomes for children – by leading schools and groups of schools, recruiting and retaining high quality teachers, sharing their expertise to support other schools, and being held to account for rigorous, well-measured outcomes.
	5. The Department wants to make sure that there are enough great leaders right across the country and, in particular, in our most challenging schools and areas. To support this, we want to ensure that prospective and serving school leaders can access high quality leadership development.
	6. The Department has reformed the NPQs to better prepare leaders for the range of leadership roles in today’s school system. Our new approach puts the best schools and leadership development organisations at the forefront of the design, delivery, and assessment of an enhanced suite of qualifications, but balances these freedoms with robust quality standards and assurance.
	7. With quality and flexibility at the heart of our new approach, we believe that the reformed qualifications will equip aspirant and serving school leaders at all levels with the knowledge and skills they need to have a life-changing impact on children and young people in their care.
	8. **The Department invites applications from schools and other organisations who wish to start delivering these new qualifications in the 2017 to 2018 academic year.**
	9. **Providers may consider forming partnerships to apply.**
	10. We recognise that schools serving deprived communities are less likely to be judged ‘Good’ or ‘Outstanding’ for their leadership and management. We want NPQs to be available in those areas that would benefit most from high quality leadership development provision. **We would particularly welcome applications from applicants who want to deliver in schools in Opportunity Areas and Category 5 and 6 areas.**
2. **Background**
	1. The NPQs are a national, voluntary suite of qualifications designed to support the professional development of school leaders.
	2. In 2012, NCTL introduced a licensing approach to this leadership development provision. This enabled the best schools, partnered with a range of other providers, to deliver a modular leadership development curriculum, linked to a suite of National Professional Qualifications (NPQs) for school leaders.
	3. Through these qualifications – comprising the National Professional Qualification for Middle Leadership (NPQML), National Professional Qualification for Senior Leadership (NPQSL) and National Professional Qualification for Headship (NPQH) – the Department and NCTL sought to ensure consistent standards for leadership development across the system.
	4. There are currently 29 providers across the country delivering the NPQs, under a licensing agreement. The contract with licensees expires in September 2017. The content for these courses is currently provided to licensees by NCTL, with assessment carried out through a separate central provider.
	5. With the increase in academies and the push towards a school-led system, the leadership landscape has changed significantly over the past four years. There is now a wider range of leadership roles available, requiring a wider set of knowledge and skills, particularly around running larger, more complex organisations, and drawing on business expertise.
	6. In this changing environment, we wanted to support the school system to develop a strong and sustainable pipeline of talented, motivated leaders at all levels – leaders who are ready to meet the challenges that they face on a daily basis.
	7. Last year, the DfE convened top headteachers, MAT CEOs, and other sector experts to reform the NPQs to prepare leaders more effectively for the range of leadership roles in today’s school system.
	8. This Group, chaired by Roger Pope CBE, Chair of NCTL, has considered all the available evidence and consulted widely to create and develop the reformed NPQs. Drawing on this expertise, and the best available evidence, the Department has created a new and dynamic approach to the qualifications that will support the professional development of aspirant and serving leaders at all levels of leadership – from teachers aspiring to a middle leadership role to executive headteachers and MAT CEOs leading groups of schools.
3. **Our new approach to the NPQs**
	1. The new NPQs will put the best schools and organisations in the driving seat of leadership professional development.
	2. Working within a flexible set of frameworks, accredited providers will design, deliver, and assess one or more of an extended suite of qualifications. The three frameworks are:
		1. An **NPQ Levels and Qualifications Framework** that identifies the range of qualifications that providers can deliver
		2. An **NPQ Content and Assessment Framework** that sets out the core knowledge and skills that providers must teach as part of each qualification, and the tasks and criteria against which providers will assess their candidates
		3. An **NPQ Quality Framework** that sets out the standards of provision that providers must meet to retain their accreditation
	3. These frameworks will ensure that school leaders are offered qualifications that are accessible, nationally-consistent, and high quality, whilst also giving providers the flexibility to offer bespoke provision that is responsive to the varied and changing contexts of school leaders. They are summarised in brief below, and provided, in full, in three annexes to this Specification.

1. **The Levels and Qualifications Framework**
	1. The Levels and Qualifications Framework at Annex 1 to this Specification will ensure that the reformed NPQs provides a coherent suite of professional development opportunities for aspirant and serving leaders at all levels of leadership within the school system
	2. The new NPQs are a set of four qualifications covering four levels:

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| **Qualification** | **Level** | **Target audience[[1]](#footnote-1)** |
| National Professional Qualification for Middle Leadership (NPQML) | Leading a team | Those who are, or are aspiring to become, a middle leader with responsibility for leading a team e.g. a key stage leader, a curriculum area leader, a pastoral services leader, a subject leader, a special educational needs co-ordinator (SENCO), or a head of department.This includes those who are, or are aspiring to be, a middle leader with cross-school responsibilities e.g. a Specialist Leader of Education (SLE). |
| National Professional Qualification for Senior Leadership (NPQSL) | Leading across a school | Those who are, or are aspiring to become, a senior leader with cross-school responsibilities e.g. an experienced middle leader, a deputy headteacher, an assistant headteacher, or other senior staff.This includes those who are, or are aspiring to be, a senior leader with cross-school responsibilities e.g. a Director of a Teaching School Alliance (TSA).  |
| National Professional Qualification for Headship (NPQH) | Leading a school | Those who are, or are aspiring to become, a headteacher or head of school with responsibility for leading a school This includes those who are, or are aspiring to be, a head or head of school with cross-school responsibilities e.g. a National Leader of Education (NLE).  |
| National Professional Qualification for Executive Leadership (NPQEL) | Leading across several schools | Those who are, or are aspiring to become, an executive headteacher or CEO of a MAT with responsibility for leading across several schools |

1. **The Content and Assessment Framework**
	1. We want to put the profession in the driving seat, with providers writing their own content and tailoring it to the local context. The Content and Assessment Framework at Annex 2 to this specification sets out the:
		1. knowledge, skills and behaviours that a provider’s provision **must** cover
		2. assessment tasks through which **all** NPQ participants must be assessed by providers
		3. criteria against which all NPQ participants **must** be assessed by providers
	2. Each NPQ level has six content areas:
		1. Strategy and Improvement
		2. Teaching & Curriculum Excellence
		3. Leading with Impact
		4. Working in Partnership
		5. Managing Resources and Risks
		6. Increasing Capability
	3. Whilst the same 6 content areas feature in each NPQ level, the knowledge and skills within a content area increases in sophistication, depth and breadth progressively through the NPQ levels.
	4. Providers must design courses that cover all of the knowledge and skills in the ‘Learn how to’ and ‘Learn about’ sections of the Content and Assessment Framework, for the level of NPQ they are delivering.
	5. Providers are not obliged to structure their development programmes around the 6 content areas. They are encouraged to organise and contextualise the knowledge and skills in the ‘Learn how to’ and ‘Learn about’ sections to best suit their participants’ needs. Providers are free to design their courses in a structure that suits their participants’ needs. NPQs can be delivered in a modular or linear fashion and there are no guided learning hours requirements. However, providers must ensure that content is designed to be delivered over a period of at least two academic terms.
	6. The ‘Assessment Criteria’ section sets out the corresponding criteria against which the candidate’s knowledge and skills will be assessed. Participants will be assessed through a series of defined tasks, set out in the assessment section.
	7. Providers must operate transparent and reliable processes for participant assessment, including for the use of trained assessors and peer moderation of results (including borderline cases), which enable every participant to demonstrate accurately the extent of their ability and performance in achieving their NPQ.
	8. In addition to the 6 content areas - which set out what a leader should know or be able to do – there are also 7 Leadership Behaviours specified in the Content and Assessment Framework which set out how a leader should operate. They are:
		1. Commitment; Collaboration; Personal Drive; Resilience; Awareness; Integrity; and Respect.
	9. Whilst not assessed as part of the NPQ, providers and candidates should work together to evaluate the candidate’s strength in each behaviour at the beginning of the development programmes and plan how they will develop the behaviours during the programme.
2. **The Quality Framework**
	1. The Quality Framework at Annex 3 to this Specification gives all providers a shared understanding of the Department’s quality requirements and a means of maintaining the standards of their NPQ programmes. The framework outlines 15 quality requirements and 7 accompanying metrics that providers must demonstrate that they are delivering through their provision. It also sets out the range of quality assurance activities that providers and the DfE/its Quality Assurance Agent (QAA) will undertake in relation to these requirements and metrics
	2. Where providers are not meeting all of the requirements and accompanying metrics in the Quality Framework, the Department/its QAA will assess the reasons for this, and, where necessary, require remedial action to be taken by the provider. In the event of serious underperformance, providers will lose their accreditation and no longer be able to deliver provision that leads to the award of an NPQ.
	3. The Department intends to manage the quality assurance of NPQs through a third party. The QAA will be responsible for the national quality assurance and improvement of NPQs, in line with the Quality Framework, and report directly to the Department. The QAA is yet to be confirmed and further details will be made available in due course.
	4. The relationship between providers, the Department and/or its QAA is set out in the table below:

|  |  |  |
| --- | --- | --- |
| **Stage** | **Provider** | **DfE/QA agent** |
| Application for accreditation | * Aspirant provider submits accreditation application
 | * Assesses capacity, capability and commitment of aspirant providers; awards accreditation to successful applicants
 |
| Years 1 and 2 | * Submits six-monthly (mid-year and end-year) self-assessment against the requirements in sections 3 and 4 of this framework
* Returns six-monthly (mid-year and end-year) data on achievement of metrics and supporting evidence to substantiate the achievement of metrics
* Publishes performance against the metrics in this framework
* Where necessary, implements remedial action identified by DfE/its QA agent to mitigate underperformance
 | * Reviews the self-assessment against sections 3 and 4 of this framework
* Monitors metric returns and reviews supporting evidence to substantiate the achievement of the metrics
* Assesses six-monthly participant feedback (mid-year and end-year)
* National moderation of final assessments, against DfE standards
* Provides feedback and support (including outcome of moderation of final assessments)
* Where necessary, identifies remedial action that providers who are underperforming must take
 |
| Year 3 onwards | * Returns annual data on achievement of metrics and supporting data to substantiate the achievement of metrics
* Publishes performance against the metrics in this framework
* Where necessary, implements remedial action identified by DfE/its QA agent to mitigate underperformance
 | * Monitors metrics returns and reviews supporting evidence to substantiate the achievement of the metrics
* Assesses annual participant feedback
* National moderation of final assessments, against DfE standards
* Undertakes periodic performance reviews of all providers
* Undertakes immediate performance reviews of any providers that are underperforming
* Provides feedback and support (including outcome of moderation of final assessments) and
* Where necessary, identifies remedial action that providers who are underperforming must take
 |

1. **Delivery: participants**
	1. A key principal of the reformed NPQs is that participants are able to choose an NPQ that is right for them. Therefore, providers will be required to make information regarding their courses publicly and easily available. This requirement is in place to help participants make an informed choice about they qualification they will attend. This includes understanding the course outline, the delivery methods (face-to-face, coaching etc.) and how well a provider is performing against set metrics.
	2. Providers will be free to set their own admissions processes. However, the Quality Framework metrics do set expectations that focus on the recruitment of participants that are from a non-white British background and from schools where 30% or more pupils are known to be eligible for Free School Meals.
	3. Once the provider has accepted the application of a pariticipant, the participant undertakes their course, ensuring they meet any specific course requirements set out by their provider. The participant then undertakes a final assessment, as set out in the Content and Assessment Framework.
	4. Participants will be required to provide feedback on the extent to which their provider has met requirements in the Quality Assurance Framework. The 6-monthly feedback form will be standardised and issued centrally by the Department or its QAA. Participants who successfully complete the qualification (successfully complete final assessment) will only receive their completion certificate once they have completed all feedback forms. Providers are expected to give participants time and access to complete these. Providers are expected to act on this feedback and continuously improve their courses in response to it.
2. **Delivery: providers**
	1. Providers will be expected to recruit participants, deliver courses and assess participants in line with the Quality Framework. As above, providers must respond to participant feedback and continuously improve their courses in response to it.
	2. Providers are free to develop their courses whenever they wish, however, they cannot begin delivery of their courses as NPQs until they have been approved for accreditation or before September 2017.
	3. Accredited providers will benefit from the right to market their programmes with the NPQ brand, which is widely recognised as a guarantee of the leadership knowledge and skills of those seeking or holding leadership positions.
	4. All providers must have at least one ‘Lead School’. If a potential provider is a non-school organisation, they will need to find a ‘Lead School’ partner with which to deliver NPQs. The Lead School must be graded Good or Outstanding for overall effectiveness by Ofsted. The head of an identified Lead School must co-sign the application for accreditation. Lead schools must be meaningful partners in the management, design and delivery of your provision (except for NPQEL) where there is a non-school partner involved. This includes:
		1. The head of an identified ‘lead school’ to co-sign the application.
		2. School(s) to have a place in governance arrangements.
		3. School(s) to contribute to a continuous quality improvement strategy.
		4. School(s) to be closely involved in the recruitment and assessment of all participants.
		5. School(s) to be involved in the design of NPQ content and delivery.
		6. 50% of all provision to be provided by serving school leaders.
	5. The pricing of the NPQs qualifications will be decided by providers. It is clearly in providers’ interest to ensure qualifications are innovative, meet specific needs, and deliver demonstrable value for money to participants, in order to maximise take-up.
3. **Vision of success at the end of the contract**
	1. The Department would expect to see evidence of the following throughout the contract period:
		1. Serving and aspiring school leaders are able to access high quality school leadership professional development – making an informed choice on whether an NPQ, and who provides it, is right for them.
		2. Disproportionately more serving and aspiring school leaders in disadvantaged schools (those recruited from schools where 30% or more pupils are known to be eligible for Free School Meals) access NPQs.
		3. NPQs that are school-led, with the best schools and organisations in the driving seat.
		4. NPQs that are nationally consistent, demonstrate value for money, inspire confidence and set the ‘gold standard’ for the professional development of school leaders.
		5. NPQs that are rigorously assessed to national standards.
		6. Graduates of NPQs are equipped with the skills and knowledge they need to keep pace with the changing school system and face daily challenges with confidence.
		7. Provision that has adapted in response to participant feedback and continued to improve.

**ANNEX 1: NPQ LEVELS AND QUALIFICATION FRAMEWORK**

**NPQ Levels and Qualification Framework**

**Structure of this Framework**

* **Section 1:** Purpose and use of this Levels and Qualifications Framework
* **Section 2:** Provider Requirements and Freedoms
* **Section 3:** Levels, Qualifications and Target Audiences

**Section 1 - Purpose and Use of this Framework**

This NPQ Levels and Qualification Framework sets out the range of qualifications that prospective providers can apply for accreditation to deliver, their related levels of leadership, and their intended target audiences.

**Prospective NPQ Providers** must use this framework to select which qualifications they propose to deliver when applying for accreditation.

**The education sector and those applying for, or participating in, NPQ programmes,** can usethis framework to:

* understand the range of NPQs available
* select the appropriate NPQ for their needs

**Section 2 - Provider requirements and freedoms**

The framework identifies four qualifications at four levels of leadership, as outlined at Section 3. These qualifications and levels are designed to reflect the range and complexity of leadership roles in the education system.

**When submitting an application for accreditation, providers must use the framework to specify which qualifications they propose to deliver**.

When submitting an accreditation application, providers will have the freedom to:

* specify the range of qualifications they wish to deliver
* the geographic area within which they want to deliver their proposed provision, whether national, cross-regional, regional, or sub-regional
* the minimum recruitment targets for their proposed provision, based on the expected level of demand in their target areas

**Section 3: Qualifications, Levels and Target Audiences**

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| **Qualification** | **Level** | **Target audience[[2]](#footnote-2)** |
| National Professional Qualification for Middle Leadership (NPQML) | Leading a team | Those who are, or are aspiring to become, a middle leader with responsibility for leading a team e.g. a key stage leader, a curriculum area leader, a pastoral services leader, a subject leader, a special educational needs co-ordinator (SENCO), or a head of department.This includes those who are, or are aspiring to be, a middle leader with cross-school responsibilities e.g. a Specialist Leader of Education (SLE). |
| National Professional Qualification for Senior Leadership (NPQSL) | Leading across a school | Those who are, or are aspiring to become, a senior leader with cross-school responsibilities e.g. an experienced middle leader, a deputy headteacher, an assistant headteacher, or other senior staff.This includes those who are, or are aspiring to be, a senior leader with cross-school responsibilities e.g. a Director of a Teaching School Alliance (TSA).  |
| National Professional Qualification for Headship (NPQH) | Leading a school | Those who are, or are aspiring to become, a headteacher or head of school with responsibility for leading a school This includes those who are, or are aspiring to be, a head or head of school with cross-school responsibilities e.g. a National Leader of Education (NLE).  |
| National Professional Qualification for Executive Leadership (NPQEL) | Leading across several schools | Those who are, or are aspiring to become, an executive headteacher or CEO of a MAT with responsibility for leading across several schools |

**ANNEX 2: CONTENT AND ASSESSMENT FRAMEWORK**

**NPQ Content and Assessment Framework**

**Structure of this Framework**

* **Section 1:** Purpose and use of this Content and Assessment framework
* **Section 2:** Provider Requirements and Freedoms
* **Section 3:** NPQ Content Areas
* **Section 4:** NPQ Leadership Behaviours
* **Section 5:** NPQ Assessment Tasks and Criteria

**Section 1 - Purpose and Use of this Framework**

As part of the NPQ quality requirements (notably Section 4), providers must deliver provision and assess participants in accordance with this framework. The framework sets out the:

1. knowledge, skills and behaviours that a provider’s provision must cover
2. criteria against which all NPQ participants must be assessed by providers
3. assessment tasks through which all NPQ participants must be assessed by providers

**NPQ Providers** must use this framework to:

* Design provision that covers all of the knowledge, skills and behaviours listed for the NPQ level(s) they are providing.
* Assess participants against the assessment criteria listed for the NPQ level(s) they are providing.
* Assess participants in accordance with the tasks listed for the NPQ level(s) they are providing.

**DfE/its QA Agent** will use this framework to:

* Ensure participants are supported to develop the knowledge, skills and behaviours they need to become effective school leaders.
* Ensure providers are meeting quality requirements of the Quality Framework (notably Section 4)

**The education sector and those applying for, or participating in, NPQ programmes,** can usethis framework to:

* Understand the knowledge, skills and behaviours that will be developed through each NPQ level, and how these will be assessed.
* Select the appropriate NPQ for their needs.

**Section 2 - Provider requirements and freedoms**

**Content Areas**

There are 6 content areas for each NPQ level, which set out *what* a leader should know or be able to do. The 6 content areas are common to each NPQ level, but the knowledge and skills within them increases in sophistication, depth and breadth progressively through the NPQ levels. They are:

* Strategy and Improvement
* Teaching and Curriculum Excellence
* Leading with Impact
* Working in Partnership
* Managing Resources and Risks
* Increasing Capability

**Providers must design and deliver provision that covers all of the knowledge and skills in the *‘Learn how to’* and *‘Learn about’* columns, for the NPQ level(s) they are delivering.** A participant’s knowledge and skills will then be assessed through corresponding assessment criteria and assessment tasks, covered below.

Provision must cover all of the knowledge and skills in the content areas, but need not follow a specific structure. The content areas are a framework within which providers have freedom to organise, structure, contextualise or prioritise provision to best suit the needs of their participants and their particular context.

Consequently, these content areas may be delivered in a different order, organised by different themes, added to, or contextualised.

**Leadership Behaviours**

There are 7 leadership behaviours, common to each NPQ level, which set out *how* the best leaders operate. They are:

* Commitment
* Collaboration
* Personal Drive
* Resilience
* Awareness
* Integrity
* Respect

**Providers must work with participants to evaluate the participant’s strength in each behaviour at the beginning of their NPQ, and plan how the participant will develop these behaviours during their NPQ study.**

Providers have freedom to determine how this should be done and a participant’s strength in the leadership behaviours will not be assessed through assessment criteria or assessment tasks.

**Assessment Criteria**

For each content area, there are corresponding assessment criteria setting out the standards against which a participant will be assessed. These are listed by content area and by assessment task.

**Providers must assess participants against the assessment criteria listed for the NPQ level, through a series of defined assessment tasks. DfE will provide a mark scheme to support providers when assessing candidates against these criteria.**

Providers must mark candidates in accordance with this mark scheme to ensure a nationally consistent approach is taken. However, the mark scheme will not name individual pieces of research or examples that must be referred to; rather participants will be expected to drawn on the relevant bodies of research or examples that relate to the nature of their project.

**Assessment Tasks**

For each NPQ level, there are defined tasks setting out how participants must be assessed. These describe the project(s) a participant will need to complete, and the supporting evidence they will need to submit as part of the assessment stage.

* For NPQML and NPQSL, this consists of one project, split into two parts.
* For NPQH, this consists of two separate projects, one of which must be based on their experiences during a 9-day placement in another school.
* For NPQEL, this consists of two separate projects.

**Providers must assess participants using these tasks. Specifically, providers are required to identify placement schools for NPQH participants to undertake their placement and associated project work.**

Whilst these tasks define the key parameters for a project (for example, word count, duration and broad theme that the project must address), providers are free to work with participants to agree an appropriate topic, based on their current school environment and its priorities (or placement school environment for NPQH).

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| **Section 3 - NPQ Content Areas**Providers must design and deliver provision that covers all of the knowledge and skills in the *‘Learn how to’* and *‘Learn about’* columns, for the NPQ level(s) they are delivering**Strategy and Improvement** |
| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Manage and analyse performance data to evaluate progress, identify trends, define team priorities and develop improvement strategies (for example, in relation to disadvantaged pupils or those with particular needs) | Tools and techniques to manage and analyse performance data on progress and attainment at group and individual level (for example, databases, spreadsheets, formulae and graphs) | 1.1.1 Deploys tools and techniques to manage and analyse data on pupil progress and attainment1.1.2 Designs, evaluates and improves plans in light of data on pupil progress and attainment | Part A**Supporting****document required:** Raw data analysis |
| Statistical and data analysis concepts (for example, confidence intervals, statistical significance, sampling, correlation and causation) |
| Implement successful change at team level  | Tools and techniques that support change management | 1.1.3 Deploys change management tools and/or techniques during the design and implementation of plans | Part A |
| Examples of successful change management drawn from a range of schools |

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| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Analyse performance data to identify the causes of variation within a school and against comparative schools (for example, in relation to national benchmarks, historical performance or between different groups) | Sources of internal, national and socio-economic data that can inform pupil progress and identify underachievement (for example, Progress 8 and the [EEF’s Families of Schools database](https://educationendowmentfoundation.org.uk/resources/families-of-schools-database/)) | 1.2.1 Deploys statistical and/or data analysis concepts to identify variation in pupil performance and contributing factors, applying the findings to design of own plans | Part A **Supporting document required**: Raw data analysis |
| Statistical and data analysis concepts, including confidence intervals, statistical significance, sampling, correlation and causation |
| Ensure data collected is necessary, proportionate and manageable for staff | Data collection best practice, including the principles and recommendations identified by the [Independent Teacher Workload Review Group](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/511258/Eliminating-unnecessary-workload-associated-with-data-management.pdf) and [clarification of Ofsted inspection requirements](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/463242/Ofsted_inspections_clarification_for_schools.pdf) |
| Work with the governing board effectively to identify and agree approaches to school priorities | The key features of effective governance as set out in the [Governance Handbook](https://www.gov.uk/government/publications/governance-handbook) | 1.2.2 Evaluates research into, and examples of, implementing change successfully and applies findings to the design and implementation of own plans | Part A |
| Design and implement sustainable change across a school  | Research into the characteristics of successful change programmes, drawn from a range of schools and non-school contexts |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Anticipate changes in the external and strategic environment  | Horizon-scanning and drivers of political, social, economic, technological, legal and environmental change | 1.3.1 Analyses the implications of changes in the external and strategic environment and applies findings to own plans | Task 1 |
| Develop an evidence-based organisational strategy, in collaboration with the governing board | Critical thinking, statistical and data analysis tools, techniques and concepts that support decision-making and strategy development | 1.3.2 Deploys critical thinking and statistical and/or data analysis tools, techniques and concepts during the design of own plans | Task 1 |
| Data collection best practice, including the principles and recommendations identified by the [Independent Teacher Workload Review Group](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/511258/Eliminating-unnecessary-workload-associated-with-data-management.pdf) and [clarification of Ofsted inspection requirements](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/463242/Ofsted_inspections_clarification_for_schools.pdf) |
| The role of the governing board in strategy development, including the benefits of working with a visionary and robust governing board | 1.3.3 Collaborates with the governing board during the design and implementation of plans, describing the benefits of doing so | Task 1 |
| Lead a successful whole-school change programme | Research into, and examples of, the effective leadership of change, drawn from a range of schools and non-school contexts | 1.3.4 Analyses research into, and examples of, the leadership of change, drawn from a range of schools and non-school contexts, and applies findings to the design and own leadership of plans | Task 1 |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Identify and anticipate changes in the external or strategic environment and understand their impact on different organisations | Techniques to analyse the external or strategic environment (for example, in political, social, economic, technological, legal and environmental terms) | 1.4.1 Analyses the external and/or strategic environment, identifies implications for relevant organisations, and applies findings to own plans | Task 1Task 2 |
| Conceptual, critical thinking, statistical and data analysis tools, techniques and concepts that support decision-making and strategy development |
| Design a sustainable business development strategy, whether for growth, stabilisation or specialisation | Research into, and examples of, successful business development strategies, including growth, stabilisation and specialisation, drawn from a range of schools and non-school contexts  | 1.4.2 Analyses research into, and examples of, successful business development and business failure, drawn from schools and non-school contexts, and applies findings to own plans | Task 1 |
| Research into, and examples of, the causes of business failure, drawn from a range of schools and non-school contexts |
| Lead a programme of significant change across several schools | Research into, and examples of, delivering change across a number of organisations, drawn from a range of schools and non-school contexts (for example, mergers or restructures)  | 1.4.3 Analyses research into, and examples of, delivering change across a number of organisations, drawn from schools and non-school contexts, and applies findings to own plans | Task 1Task 2 |

**Teaching and Curriculum Excellence**

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| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Grow excellent, evidence-based teaching in a team and a curriculum that develops pupils academically and prepares them for adult life | Research into, and examples of, domestic and international teaching strategies and pedagogical approaches with a proven impact (for example, [the EEF evidence base on the effective use of Phonics or Mastery teaching](https://educationendowmentfoundation.org.uk/resources/teaching-learning-toolkit/behaviour-interventions/)) | 2.1.1 Analyses research into, and examples of, domestic and international teaching strategies/pedagogical approaches and applies findings to own plans | Part A |
| Research into, and examples of, different models of pupil assessment, including their use to set challenging targets, monitor progress and raise standards for all pupils, including those working below the national curriculum |
| The Ofsted School inspection handbook, particularly [the clarification of inspection requirements](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/463242/Ofsted_inspections_clarification_for_schools.pdf) in relation to lesson planning, marking, feedback and collection of pupil performance data |
| The benefits, characteristics and examples of knowledge-rich curricula (for example, a sequential maths curriculum) | 2.1.2 Evaluates the strengths and weaknesses of curriculum taught by team, implementing improvements where necessary | Part A |
| Improve the progress, attainment and behaviour of all pupils, including those who are disadvantaged or have particular needs (for example, Pupil Premium, SEND, EAL or the most able pupils)  | Research into, and examples of, interventions targeted at improving the progress/attainment of disadvantaged groups or those with particular needs, drawn from a range of schools (for example, the [EEF’s teaching and learning toolkit](https://educationendowmentfoundation.org.uk/resources/teaching-learning-toolkit/behaviour-interventions/)) | 2.1.3 Implements and evaluates an evidence-based project that improves pupil progress and/or attainment | Part A **Supporting document required:** Pupil performance data |
| Research into, and examples of, the use of specialist provision for pupils with particular needs, drawn from a range of schools |
| The graduated approach to supporting SEND pupils, as set out in the [SEND Code of Practice](https://www.gov.uk/government/publications/send-code-of-practice-0-to-25) |
| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Use a range of techniques to gather evidence on teaching quality and the impact of interventions across a school  | A range of techniques to gather evidence in relation to teaching quality and evaluate the impact of interventions | 2.2.1 Evaluates teaching quality across a school accurately, exploiting appropriate techniques to gather evidence | Part A |
| Reduce variation within the school and against comparative schools by improving pupil progress, attainment and behaviour | Research into, and examples of, leadership or management strategies that have improved pupil behaviour, progress and attainment and reduced variation across a school, drawn from a range of schools (for example, the [EEF’s toolkit on teaching and learning](https://educationendowmentfoundation.org.uk/resources/teaching-learning-toolkit/behaviour-interventions/#effectiveness))  | 2.2.2 Analyses different leadership/management strategies aimed at improving pupil progress, attainment and behaviour and applies findings to own plans | Part A |
| 2.2.3 Designs, implements and evaluates an improvement project that reduces variation in pupil progress and/or attainment across the school  | Part A**Supporting document required:** Pupil performance data |
| Legal frameworks and guidance relating to behaviour management, attendance, exclusions and bullying |
| Develop and maintain a rich, high-quality school curriculum | Research into, and examples of, curriculum development approaches/techniques (for example, through strengthening subject knowledge, developing subject-specific pedagogy or applying evidence on the effective use of Teaching Assistants  | 2.2.4 Exploits opportunities to develop and grow the school curriculum | Part A |
| The benefits, characteristics and examples of knowledge-rich curricula (for example, a sequential maths curriculum) |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Lead and grow excellent teaching in a school | Research into, and examples of, the leadership of excellent teaching, domestically and internationally, including [The National standards of excellence for headteachers](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/396247/National_Standards_of_Excellence_for_Headteachers.pdf) | 2.3.1 Analyses a range of domestic and international research into, and examples of, the leadership of teaching and applies findings to own plans | Task 1 |
| The benefits of involvement in Initial Teacher Training in terms of teaching quality (for example, through extended mentoring opportunities) |
| Statutory curriculum requirements and examples of how freedoms have been used to improve pupil progress and attainment |
| The benefits, characteristics and examples of knowledge-rich curricula (for example, a sequential maths curriculum) |
| Tools and techniques to improve teaching quality across several schools (for example, through coaching and mentoring, designation as a Teaching School Alliance or the effective use of textbooks to support consistently high quality teaching) |
| Support pupils of all backgrounds, abilities and particular needs in the school to achieve high standards, including Pupil Premium, SEND, EAL or the most able pupils | Research into, and examples of, whole-school improvement strategies in relation to progress, attainment and behaviour, drawn from a range of schools, including interventions targeted at disadvantaged pupils or those with particular needs (for example, the [EEF’s toolkit on teaching and learning](https://educationendowmentfoundation.org.uk/resources/teaching-learning-toolkit/behaviour-interventions/)) | 2.3.2 Designs, leads, implements and evaluates an evidence-based change programme that improves pupil progress and/or attainment at whole-school level2.3.3 Evaluates, monitors and responds to the needs and performance of all pupils in a school, including through provision for groups of pupils with particular needs | Task 1**Supporting document required:** Pupil performance dataTask 1 |
| The implications of the Equality Act 2010 for all pupils |
| The requirements on schools to publish a SEN Information Report |
| Best practice in planning, commissioning and monitoring Alternative Provision  |
| Systematically review the cumulative impact of initiatives on teacher workload and make proportionate and pragmatic demands on staff | Tools to assess and manage the impact of new policies or initiatives (for example, impact assessments and prioritisation techniques) | 2.3.4 Assesses the impact of new initiatives on teacher workload, implementing options to minimise or mitigate this where necessary | Task 1 |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Assess and improve teaching quality, pupil progress and attainment in a range of different contexts, including for disadvantaged pupils or those with particular needs (for example, including Pupil Premium, SEND, EAL or the most able pupils) | Systems and techniques used to evaluate teaching quality, pupil progress and attainment across several schools | 2.4.1 Evaluates teaching quality across several schools accurately, using a systematic and rounded approach, and applies findings to own plans | Task 2 |
| Domestic and international research into, and examples of, school improvement strategies in relation to progress, attainment and behaviour, drawn from a range of different schools, including interventions targeted at disadvantaged pupils or those with particular needs (for example, [the EEF’s toolkit on teaching and learning](https://educationendowmentfoundation.org.uk/resources/teaching-learning-toolkit/behaviour-interventions/)) | 2.4.2 Analyses domestic and international research into, and examples of, school improvement strategies in relation to progress, attainment and behaviour, including interventions targeted at disadvantaged pupils or those with particular needs, and applies findings to own plans | Task 2 |
| Deploy school-to-school support systems effectively to improve teaching quality, the school curriculum, pupil progress and attainment  | Tools and techniques to improve teaching quality across several schools (for example, through coaching and mentoring, designation as a Teaching School Alliance or the effective use of textbooks to support consistently high quality teaching) | 2.4.3 Analyses research into, and examples of, effective school-to-school support systems in relation to teaching quality, pupil progress and attainment and applies findings to own plans2.4.4 Designs, implements and evaluates an improvement strategy that improves pupil progress and attainment across several schools  | Task 2Task 2**Supporting document required:** Pupil performance data |
| Research into, and examples of, school-to-school support systems that have improved the school curriculum, pupil progress and attainment, drawn from a range of schools (for example, across academy chains) |

**Leading with Impact**

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| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Anticipate other peoples’ views or feelings and moderate your approach accordingly  | Personal reflection and self-awareness tools | 3.1.1 Exploits different leadership styles and justifies why these have been adopted | Part A |
| Adopt different leadership styles to ensure the team meets its objectives | Research into, and examples of, different leadership styles, including their associated benefits and risks |
| Present, communicate or defend challenging messages confidently and positively to a range of audiences | A range of written and verbal communication and presentation styles, including why these have been adopted in different situations (for example, to communicate with pupils, parents/carers, colleagues and external parties) | 3.1.2 Exploits different communication styles and justifies why these have been adopted | Part A |

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| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Lead, motivate and influence others, including beyond the line management chain, to deliver whole-school objectives | Research into, and examples of, leadership, motivation and influence, drawn from a range of schools and non-school contexts  | 3.2.1 Evaluates research into, and examples of, leadership and motivation and/or influence and applies findings to motivate or influence others across the school | Part A **Supporting document required:** Sponsor comments |
| Develop a communications plan that promotes or defends the school’s performance, policies or decisions effectively | Examples of successful communications plans and techniques used by schools | 3.2.2 Designs and implements a communications plan to promote and/or defend plans, drawing on campaigns and techniques used by other schools | Part A **Supporting document required:** Comms plan |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Distribute responsibility and accountability throughout the school to improve performance  | Research into the effectiveness of different leadership models or styles, including the distribution of responsibility and accountability | 3.3.1 Analyses the effectiveness of different models of leadership, drawn from schools and non-school contexts, including the distribution of accountability and responsibility | Task 1 |
| Be an inspiring leader in a range of different situations | Examples of how different leadership models or styles have been deployed to achieve different objectives (for example, in response to different stakeholders, time pressures or priorities), drawn from a range of schools and non-school contexts  | 3.3.2 Adapts or tailors their leadership style to lead effectively in different situations | Task 1**Supporting document required:** Sponsor comments |
| Communicate and negotiate with different people effectively to make progress on objectives  | Tools and techniques for gathering and analysing the perspectives, priorities and motivations of stakeholders | 3.3.3 Analyses stakeholder views systematically and applies this understanding to communicate, negotiate or persuade | Task 1**Supporting document required:** Presentation recording and feedback |
| Research into negotiation and persuasion techniques/strategies |
| Examples of communications/stakeholder engagement strategies, including the use of media, drawn from a range of schools and non-school contexts | 3.3.4 Evaluates different communications/ stakeholder engagement strategies and applies findings to the design and implementation of own communications/ stakeholder engagement strategy | Task 1**Supporting document required:** Comms/Stakeholder engagement strategy |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Motivate and unite a wide range of people across organisations around visionary or challenging goals | Tool and techniques to identify the motivations and priorities of colleagues and external stakeholders | 3.4.1 Analyses the motivations and/or priorities of colleagues/stakeholders, integrating these in the design and communication of plans | Task 1Task 2**Supporting document required:** Presentation recording and feedback |
| Techniques to identify their own motivations and moral purpose, and example of how to reflect these in policies or strategies, drawn from a range of schools and non-school contexts | 3.4.2 Secures colleague and/or stakeholder support for visionary or challenging goals | Task 1Task 2**Supporting document required:** Presentation recording and feedback |
| Act as a credible public advocate for the organisation, promoting and defending its aims, vision and reputation convincingly and robustly | 3.4.3 Analyses their own motivations and moral purpose and integrates these in own design, communication and leadership of plans  | Task 2 |
| Techniques, tools and strategies for marketing the organisation and handling the media, drawn from a range of schools and non-school contexts | 3.4.4 Evaluates different strategies to publically promote and/or defend plans, including in the media, and implements recommended approach | Task 2**Supporting document required:** Comms/Stakeholder engagement plan, including Media handling |
| Contribute to local and central government policy making | The machinery of central government, local government and other public services, including opportunities to collaborate in policy making |

**Working in Partnership**

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| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Realise the benefits of collaborating with others, including teachers, teaching assistants and non-teaching staff, other schools, parents/carers and other organisations | Research into, and examples of, effective partnership working, drawn from a range of schools, including the evidence base on effective parental engagement | 4.1.1 Establishes relationships with others within and outside of own team, deploying appropriate structures and/or processes to mitigate against any barriers | Part A**Supporting document required:** Sponsor comments |
| Research into, and examples of, the main barriers to effective collaboration within and across schools (for example, time, resources, aims, levels of commitment or operating models) and how these have been overcome |
| Support their team to build and sustain relationships with others which develop and share good practice and improve performance | 4.1.2 Designs and/or delivers plans in collaboration with others within and outside of own team  | Part A |
| Research into, and examples of, structures and processes that support collaboration (for example, with teachers, teaching assistants and non-teaching staff, other schools, parents/carers and other organisations, drawn from a range of schools |

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| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Identify a range of local and national partners that can support school improvement | Tools and techniques to identify the organisation’s stakeholders and analyse their views (for example, stakeholder mapping)  | 4.2.1 Establishes and sustains partnerships that build capability and/or improve performance in priority areas for the school | Part A**Supporting document required:** Sponsor comments  |
| Put in place systems, processes or structures which facilitate knowledge transfer and shared best practice within and beyond the school |
| Research into, and examples of, structured partnerships that have improved capability and performance, drawn from a range of schools and non-school contexts |
| Identify the most effective partnerships for improving pupil progress  | Tools and techniques to evaluate the impact of partnership working on pupil progress and attainment | 4.2.2 Evaluates the effectiveness of partnerships in terms of pupil progress and/or attainment | Part A |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Use different models of partnership working to improve educational provision, sustain a culture of mutual challenge and learn from others (including parents/carers, the wider community and other organisation) | Different models of partnership working/ collaboration and why these have been adopted in different circumstances (for example, to develop or share best practice) drawn from a range of schools and non-school contexts | 4.3.1 Analyses the school’s strengths and weaknesses and initiates relevant partnerships/collaborations to improve school capability4.3.2 Analyses different models of partnership working/opportunities for collaboration and their relevance to own plans | Task 1Task 1 |
| Guidance and examples of best practice in the joint commissioning of services (for example, [the SEND Code of Practice](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf) on commissioning across education, health and social care) |
| Lead an effective partnership which brings benefits to the school and wider education system, particularly in their school’s area(s) of expertise or specialism | Opportunities to support other schools (for example, through sponsorship, working with/becoming a teaching school, NLE status and the identification and development of potential SLEs)  | 4.3.3 Exploits opportunities to support other schools, through collaboration and partnership in own school’s area(s) of expertise | Task 1 |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Look beyond the education system to identify excellence, expertise or professional advice in other sectors and deploy it to achieve cross-organisational goals | Sources of expertise and professional advice (for example, in relation to legal, financial, commercial, procurement and marketing services) and how to access these | 4.4.1 Exploits expertise, professional advice and/or best practice from beyond the education system and applies it to own plans | Task 1Task 2 |
| Sources of best practice beyond the school system (for example, in relation to continuous improvement, governance, project management or financial efficiency) |
| Use school-to-school partnerships and collaboration to drive improvement in a range of different areas (for example, in relation to continuous improvement, governance, project management or financial efficiency) |
| Research into, and examples of, successful school-to-school support partnerships and collaborations, drawn from a range of schools | 4.4.2 Analyses research into, and examples of, successful school-to-school support partnerships and collaborations applies findings to own plans | Task 2 |
| Expand a school partnership to successfully and prepare a school to join a partnership effectively | Key research into, and examples of, preparing schools to successfully expand or join partnerships, including an academy chain (for example, in relation to due diligence, finance and governance arrangements)  | 4.4.3 Analyses research into, and examples of, expanding and/or joining a school partnership successfully, including an academy chain, and applies findings to own plans  | Task 1 |

**Managing Resources and Risks**

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| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Deploy staff, financial and educational resources within a team efficiently, to enhance pupil progress and attainment | Resource and project management tools and techniques, including budgeting, forecasting and project plans  | 5.1.1 Analyses the financial and staffing implications of own plans, during whole lifetime of plans, using a budget | Part B**Supporting document required:** Budget |
| 5.1.2 Defines the steps required to successfully implement plans, using a project plan | Part B**Supporting document required:** Project plan |
| Manage risks within a team effectively (for example, in relation to staffing, finances or teacher workload), using a risk register | Best practice in relation to managing risks, including the establishment and maintenance of risk registers, drawn from a range of schools | 5.1.3 Identifies and mitigates risks in plans, using a risk register | Part B**Supporting document required:** Risk register |
| Deliver a safe environment for pupils and staff | Key legal requirements and statutory guidance in relation to safeguarding and health and safety in schools, including [Keeping Children Safe in Education](https://www.gov.uk/government/publications/keeping-children-safe-in-education--2) |

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| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Deploy resources across a school effectively and efficiently to deliver school priorities (for example, in relation to the use of Pupil Premium funding) | Financial appraisal tools, techniques and concepts, including:* the [collection on schools financial health and efficiency](https://www.gov.uk/government/collections/schools-financial-health-and-efficiency)
* building business cases
* assessing value for money
* cost drivers and behaviours
 | 5.2.1 Analyses the value for money/cost effectiveness of different options and designs a business case for recommended approach | Part B**Supporting document required:** Business Case |
| Monitor the use of resources across a school, identifying opportunities and pressures (for example, in relation to teacher workload) | Resource monitoring tools and techniques (for example, in relation to finances, staffing and workload), drawn from a range of schools, including benchmarking |
| Systematically identify, manage and mitigate risks to the school, its pupils and staff | Effective risk management tools, techniques and practice, drawn from a range of schools and non-school contexts | 5.2.2 Implements a risk management plan that systematically assesses, monitors, mitigates and contingency plans for risks | Part B**Supporting document required:** Risk management plan |
| The requirements, and examples of, effective practice in relation to managing Single Central Records  |
| [The Prevent Duty for schools](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/439598/prevent-duty-departmental-advice-v6.pdf) and associated processes and practice |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Balance a school’s strategic or educational priorities with financial efficiency  | Strategic financial planning techniques, including curriculum-led budgeting based on a 3-5 year strategy | 5.3.1 Analyses school’s resourcing challenges in terms of finances, staffing, teacher workload and educational resources, and designs plans to address these5.3.2 Formulates a curriculum-led budget aligned to plans | Task 2Task 2**Supporting document required:** Curriculum-led budget |
| Examples of how a range of schools and other organisations have generated additional income (for example, through additional site use) |
| Implement accountability arrangements to manage resources and risks effectively and in line with statutory requirements (where applicable, fulfilling the Accounting Officer role as defined in the Academies Financial Handbook) | The benefits of strong accountability, including the importance of non-executive oversight | 5.3.3 Evaluates the effectiveness of school’s accountability arrangements for managing resources and risks, recommending improvements where necessary to deliver plans successfully | Task 2 |
| Examples of resource and risk management arrangements drawn from a range of schools, including internal controls (for example, schemes of delegation, tolerances and risk appetite, internal and external reporting and scrutiny)  |
| The requirements of the financial accountability framework, as set out in the Academies Financial Handbook |
| A school’s statutory requirements in relation to risk assessment, employment, procurement and safeguarding (including the Prevent Duty), and underpinning processes (for example, risk audits and assessment, collective bargaining, recruitment, redundancy and contract management) |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Deploy resources strategically across a number of organisations, to maximise efficiency whilst improving pupil outcomes | Research into, and examples of, how economies of scale and efficiencies have been achieved across several organisations (for example, in terms of finances, staffing, workload, educational provision and resources), drawn from a range of schools and non-school contexts  | 5.4.1 Analyses the benefits, risks and costs of different business development strategies in resource terms (for example, in terms of finances, staffing, workload and educational resources) | Task 1 |
| 5.4.2 Analyses opportunities to improve the efficiency and effectiveness of resources deployed sustainably and applies findings to the design of plans | Task 1 |
| Indicators of the effective and ineffective use of resources (for example, trends in teacher retention, staff sickness or pupil progress) |
| Maximise financial resources available, through income generation activities, fundraising, sponsorship and grants | Sources of funding (for example, sponsorships and grants) and examples of successful funding bids |
| Hold those with responsibility for the management of resources and risks to account effectively (including fulfilling the Accounting Officer role as defined in the Academies Financial Handbook) | Examples of resource and risk management arrangements drawn from a range of schools and non-school contexts, including budgeting and forecasting, internal controls, auditing and accounting, tolerances and risk appetite | 5.4.3 Evaluates the effectiveness of different accountability arrangements for managing resources and risks and defines appropriate financial accountability and risk management arrangements for own plans | Task 1 |
| The roles and professional standards of key resource management functions (for example, School Business Managers; Chief Financial Officers) |
| The requirements of the financial accountability framework, as set out in the Academies Financial Handbook |

**Increasing Capability**

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| ***NPQML (Leading a team)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Hold others to account, line manage and evaluate performance effectively | A range of performance management techniques, including setting SMART objectives, collecting and giving feedback, coaching/mentoring, and professional development plans | 6.1.1 Assesses individuals’ performance and capability methodically and identifies appropriate, targeted professional development opportunities within and beyond the school to support them | Part B |
| The [Teachers’ Standards](https://www.gov.uk/government/publications/teachers-standards) and Teacher appraisal regulations |
| Support all members of their team with appropriate, targeted opportunities for professional development, including newly-qualified teachers, teaching assistants, and stronger or weaker performers | The [Standard for teachers’ professional development](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/537031/160712_-_PD_Expert_Group_Guidance.pdf) and supporting guidance |
| Professional development opportunities within and beyond the school |
| Recognise their own strengths and weaknesses and identify learning linked to their needs | Tools to identify own and staff development needs (for example, 360 degree feedback) | 6.1.2 Assesses their own performance and capability methodically, identifying appropriate, targeted professional development opportunities for self | Part B |
| Evaluate the impact of professional development on teacher development and pupils outcomes | Tools to evaluate the impact and cost-effectiveness of professional development activities, particularly in terms of pupil outcomes | 6.1.3 Designs and implements plans to evaluate the impact and cost-effectiveness of professional development in terms of pupil outcomes  | Part B |

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| ***NPQSL (Leading across a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Identify excellent professional development practice | Key research into, and examples of, excellent professional development, including for new/recently qualified teachers, drawn from a range of schools | 6.2.1 Analyses key research into, and examples of, effective professional development and talent management in schools and applies findings to own plans | Part B |
| Identify talent within an organisation and put in place arrangements or tools to develop and retain it | Successful talent identification and retention strategies in a range of schools and non-school contexts |
| Design professional development strategies, which engage all staff (including new/recently qualified teachers) and anticipate future professional development needs | Structures, tools and techniques that facilitate joint, work-based and self-directed study |
| Factors that drive changing professional development needs (for example, changes to legislation, the curriculum or pupil intake) | 6.2.2 Analyses how professional development provision may need to change over time and applies findings to own plans | Part B |

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| ***NPQH (Leading a school)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Hold all staff to account for performance using performance management, appraisal, misconduct and grievance systems | Employment law, practice and processes for managing misconduct, grievances and redundancy (including the Teacher Appraisal Regulations) | 6.3.1 Designs systems to evaluate, manage and reward staff performance effectively | Task 2 |
| Statutory requirements, flexibilities and supporting guidance on setting teachers’ pay and conditions |
| Create and sustain an environment where all staff are encouraged to develop their own knowledge and skills, and support each other | Sources of high-quality professional development within and outside of the school, beyond formal professional development programmes | 6.3.2 Evaluates research into, and examples of, high-quality professional development within and outside of the school, and applies findings to own plans | Task 2 |
| The main barriers to effective professional development in a school (for example, time, quality and resources) and how these have been overcome |
| Anticipate capability requirements or gaps in the school and design strategies to fill them | Workforce and capability planning tools and techniques, drawn from a range of schools (for example, in relation to the knowledge and skills of teaching and non-teaching staff, educational resources or school infrastructure)  | 6.3.3 Analyses current and future organisational capability challenges and designs plans to address these | Task 2 |
| Research into, and examples of, effective succession planning, drawn from a range of schools and non-school contexts |

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| ***NPQEL (Leading several schools)*** |
| **Learn how to:** | **Learn about:** | **Assessment Criteria** | **Tested in** |
| Identify long-term or strategic capability gaps across several schools, in collaboration with the governing board | Tools and techniques to assess workforce capability across several organisations, from schools and non-school contexts (for example, skills audits) | 6.4.1 Analyses the organisation’s capability to meet current and future requirements and applies findings to own plans | Task 1 |
| Factors that impact on the supply and demand of teaching and non-teaching staff (for example, different curriculum requirements or pupil profiles; local and national trends in teacher recruitment and retention)  |
| Deploy staff strategically to increase the organisation’s responsiveness and resilience to change | Examples of Induction, succession planning and talent management techniques/systems drawn from schools and non-school contexts | Evaluates the benefits and risks of different strategies in terms of:* + 1. professional development opportunities, including for new and the most talented staff
		2. the supply and demand of staff, including in key posts
		3. the organisation’s responsiveness and resilience to change

  | Task 1Task 1Task 1 |
| Examples, drawn from schools and non-school contexts, of how organisations have deployed staff strategically to:* enhance professional development (for example, through the rotation of staff between special and mainstream provision)
* spread critical knowledge and skills (for example, in relation to key posts)
* increase responsiveness and resilience to change (for example, trends in pupil profile, or new legislation
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**Section 4 - NPQ Leadership Behaviours**

Providers must work with participants to evaluate the participant’s strength in each behaviour at the beginning of their NPQ, and plan how the participant will develop these behaviours during their NPQ study

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| **Commitment** | The best leadersare committed to their pupils and understand the power of world-class teaching to improve social mobility, wellbeing and productivity |
| **Collaboration** | The best leaders readily engage with, and invest responsibility in, those who are best placed to improve outcomes |
| **Personal Drive** | The best leaders are self-motivated and take a creative, problem-solving approach to new challenge |
| **Resilience** | The best leaders remain courageous and positive in challenging, adverse or uncertain circumstances |
| **Awareness** | The best leaders will know themselves and their teams, continually reflect on their own and others’ practices, and understand how best to approach difficult or sensitive issues |
| **Integrity** | The best leaders act with honesty, transparency and always in the interests of the school and its pupils |
| **Respect** | The best leaders their respect the rights, views, beliefs and faiths of pupils, colleagues and stakeholders |

**Section 5 - NPQ Assessment Tasks and Criteria**

Providers must assess participants using these tasks. Specifically, providers are required to identify placement schools for NPQH participants to undertake their placement and associated project work.

**NPQML Assessment Task Description**

**Project Summary:**

Working with my team to a) improve pupil progress and attainment and b) team capability (4,500 words)

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| **Part A** | **Part B** |
| Strategy and Improvement  | Managing Resources and Risks |
| Teaching and Curriculum Excellence | Increasing Capability |
| Leading with Impact |  |
| Working in Partnership |  |

**Content Areas Assessed**:

**Participants must:**

* **Lead** an improvement project in their team, lasting at least 2 terms, aimed at improving pupil progress and attainment (part A) and the capability of their team (part B)**\***
* **Submit** a written account of the project to the provider for assessment, demonstrating how they have met the criteria set out below. This should cover the initiation, implementation and evaluation of the project.
* **Submit** supporting documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count (across both parts of the project) of **4,500**, excluding supporting documents or annexes.

**Providers must:**

* **Assess** project scripts and supporting evidence in accordance with a mark scheme that will be provided by DfE.
* **Comply** with the assessment requirements, including peer moderation, as described in the Quality Framework.

\*where the candidate is unable to identify one project that meets the needs of both part a and b, they may complete two separate projects, however the total overall word count of 4,500 still applies.

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| **Content Area** | **NPQML Assessment Criteria** | **Supporting Documents Required** |
| **PART A** |
| Strategy and Improvement | 1.1.1 Deploys tools and techniques to manage and analyse data on pupil progress and attainment | Raw Data Analysis |
| 1.1.2 Designs, evaluates and improves plans in light of data on pupil progress and attainment |  |
| 1.1.3 Deploys change management tools and/or techniques during the design and implementation of plans |  |
| Teaching and Curriculum Excellence | 2.1.1 Analyses research into, and examples of, domestic and international teaching strategies/pedagogical approaches and applies findings to own plans |  |
| 2.1.2 Evaluates the strengths and weaknesses of curriculum taught by team, implementing improvements where necessary |  |
| 2.1.3 Implements and evaluates an evidence-based project that improves pupil progress and/or attainment | Pupil Performance data |
| Leading with Impact | 3.1.1 Exploits different leadership styles and justifies why these have been adopted |  |
| 3.1.2 Exploits different communication styles and justifies why these have been adopted |  |
| Working in Partnership | 4.1.1 Establishes relationships with others within and outside of own team, deploying appropriate structures and/or processes to mitigate against any barriers | Sponsor comments |
| 4.1.2 Designs and/or delivers plans in collaboration with others within and outside of own team  |  |
| **PART B** |
| Managing Resources and Risks | 5.1.1 Analyses the financial and staffing implications of own plans, during whole lifetime of plans, using a budget | Budget |
| 5.1.2 Defines the steps required to successfully implement plans, using a project plan | Project Plan |
| 5.1.3 Identifies and mitigates risks in plans, using a risk register | Risk Register |
| Increasing Capability | 6.1.1 Assesses individuals’ performance and capability methodically and identifies appropriate, targeted professional development opportunities within and beyond the school to support them |  |
| 6.1.2 Assesses their own performance and capability methodically, identifying appropriate, targeted professional development opportunities for self |  |
| 6.1.3 Designs and implements plans to evaluate the impact and cost-effectiveness of professional development in terms of pupil outcomes  |  |

**NPQSL Assessment Task Description**

**Project Theme:**

Working across the school to a) reduce variation in pupil progress and attainment b) improve the efficiency and effectiveness of teaching (5,000 words)

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| **Part A** | **Part B** |
| Strategy and Improvement  | Managing Resources and Risks |
| Teaching and Curriculum Excellence | Increasing Capability |
| Leading with Impact |  |
| Working in Partnership |  |

**Content Areas Assessed**:

**Participants must:**

* **Lead** an improvement project across their school, lasting at least 2 terms, to reduce variation in pupil progress and attainment (part A) and improve the efficiency and effectiveness of teaching (part B).
* **Submit** a written account of the project to the provider for assessment, which aims to evidence the criteria indicated. This should cover the design, implementation and evaluation of the project.
* **Submit** supporting documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count (across both parts of the project) of **5,000**, excluding supporting documents or annexes.

**Providers must:**

* **Assess** project scripts and supporting evidence in accordance with a mark scheme that will be provided by DfE.
* **Comply** with the assessment requirements, including peer moderation, as described in the Quality Framework.

\*where the candidate is unable to identify one project that meets the needs of both parts a and b, they may complete two separate projects, however the total overall word count of 5,000 still applies.

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| **Content Area** | **NPQSL Assessment Criteria** | **Supporting Documents****Required** |
| **PART A** |
| Strategy and Improvement | 1.2.1 Deploys statistical and/or data analysis concepts to identify variation in pupil performance and contributing factors, applying the findings to design of own plans | Raw Data Analysis |
| 1.2.2 Evaluates research into, and examples of, implementing change successfully and applies findings to the design and implementation of own plans |  |
| Teaching & Curriculum Excellence | 2.2.1 Evaluates teaching quality across a school accurately, exploiting appropriate techniques to gather evidence |  |
| 2.2.2 Analyses different leadership/management strategies aimed at improving pupil progress, attainment and behaviour and applies findings to own plans. |  |
| 2.2.3 Designs, implements and evaluates an improvement project that reduces variation in pupil progress and/or attainment across the school  | Pupil performance data |
| 2.2.4 Exploits opportunities to develop and grow the school curriculum |  |
| Leading with Impact | 3.2.1 Evaluates research into, and examples of, leadership and motivation and/or influence and applies findings to motivate or influence others across the school | Sponsor Comments |
| 3.2.2 Designs and implements a communications plan to promote and/or defend plans, drawing on campaigns and techniques used by other schools | Communications Plan |
| Working in Partnership | 4.2.1 Establishes and sustains partnerships that build capability and/or improve performance in priority areas for the school | Sponsor Comments |
| 4.2.2 Evaluates the effectiveness of partnerships in terms of pupil progress and/or attainment |  |
| **PART B** |
| Managing Resources and Risks | 5.2.1 Analyses the value for money/cost effectiveness of different options and designs a business case for recommended approach | Business Case |
| 5.2.2 Implements a risk management plan that systematically assesses, monitors, mitigates and contingency plans for risks | Risk Management Plan |
| Increasing Capability | 6.2.1 Analyses key research into and examples of effective professional development and talent management in schools and applies findings to own plans |  |
| 6.2.2 Analyses how professional development provision may need to change over time and applies findings to own plans |  |

**NPQH Assessment Tasks Description**

**Project Theme:**

1. Leading a whole-school change programme (4,000 words)
2. Designing an action plan to meet my placement school’s resourcing and capability needs (2,500 words)

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| **Project 1 (Own school)** | **Project 2 (Placement school)** |
| Strategy and Improvement  | Managing Resources and Risks |
| Teaching and Curriculum Excellence | Increasing Capability |
| Leading with Impact |  |
| Working in Partnership |  |

**Content Areas Assessed**:

**Task 1 - Participants must:**

* **Lead** change programme at whole-school level, lasting at least 2 terms, to improve pupil progress and attainment.
* **Present** the plan to the Governing board prior to implementation, and gather their feedback.
* **Submit** a written account of the project to the provider for assessment, which aims to evidence the criteria indicated. This should cover the design, implementation and evaluation of the programme.
* **Submit** supporting documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count of **4,000**, excluding supporting documents or annexes

**Task 2 - Participants must:**

* **Undertake** a placement in a contrasting school (for example, by performance, pupil profile, geography etc.), lasting at least 9 working days.
* **Research** the placement school’s current and/or projected resource and capability challenges, and **design** an action plan to address these.
* **Present** the plan to the placement school’s governing board and gather their feedback.
* **Submit** a written account of the project to the provider for assessment, which aims to evidence the criteria indicated
* **Submit** supporting documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count of **2,500**, excluding supporting documents or annexes

**Providers must:**

* **Assess** project scripts and supporting evidence in accordance with a mark scheme that will be provided by DfE.
* **Identify** a suitable school placement for Task 2, working with the candidate.
* **Comply** assessment requirements, including peer moderation, as described in the Quality Framework.

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| **Content Area** | **NPQH Assessment Criteria** | **Supporting Documents Required** |
| **TASK 1** |
| Strategy and Improvement | 1.3.1 Analyses the implications of changes in the external and strategic environment and applies findings to own plans |  |
| 1.3.2 Deploys critical thinking and statistical and/or data analysis tools, techniques and concepts during the design of own plans |  |
| 1.3.3 Collaborates with the governing board during the design and implementation of plans, describing the benefits of doing so |  |
| 1.3.4 Analyses research into, and examples of, the leadership of change, drawn from a range of schools and non-school contexts, and applies findings to the design and own leadership of plans |  |
| Teaching & Curriculum Excellence | 2.3.1 Analyses a range of domestic and international research into, and examples of, the leadership of teaching and applies findings to own plans |  |
| 2.3.2 Designs, leads, implements and evaluates an evidence-based change programme that improves pupil progress and/or attainment at whole-school level | Pupil Performance Data |
| 2.3.3 Evaluates, monitors and responds to the needs and performance of all pupils in a school, including through provision for groups of pupils with particular needs |  |
| 2.3.4 Assesses the impact of new initiatives on teacher workload, implementing options to minimise or mitigate this where necessary |  |
| Leading with Impact | 3.3.1 Analyses the effectiveness of different models of leadership, drawn from schools and non-school contexts, including the distribution of accountability and responsibility |  |
| 3.3.2 Adapts or tailors their leadership style to lead effectively in different situations | Sponsor Comments |
| 3.3.3 Analyses stakeholder views systematically and applies this understanding to communicate, negotiate or persuade | Presentation recording and feedback |
| 3.3.4 Evaluates different communications/stakeholder engagement strategies and applies findings to the design and implementation of own communications/ stakeholder engagement strategy | Comms/Stakeholder engagement strategy |
| Working in Partnership | 4.3.1 Analyses the school’s strengths and weaknesses and initiates relevant partnerships/collaborations to improve school capability |  |
| 4.3.2 Analyses different models of partnership working/opportunities for collaboration and their relevance to own plans |  |
| 4.3.3 Exploits opportunities to support other schools, through collaboration and partnership in own school’s area(s) of expertise |  |

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| **TASK 2** |
| Managing Resources and Risks | 5.3.1 Analyses school’s resourcing challenges in terms of finances, staffing, teacher workload and educational resources, and designs plans to address these  |  |
| 5.3.2 Formulates a curriculum-led budget aligned to plans | Curriculum-led Budget |
| 5.3.3 Evaluates the effectiveness of school’s accountability arrangements for managing resources and risks, recommending improvements where necessary to deliver plans successfully |  |
| Increasing Capability | 6.3.1 Designs systems to evaluate, manage and reward staff performance effectively |  |
| 6.3.2 Evaluates research into, and examples of, high-quality professional development within and outside of the school, and applies findings to own plans |  |
| 6.3.3 Analyses current and future organisational capability challenges and designs plans to address these |  |

**NPQEL Assessment Tasks Description**

**Project Theme:**

1. Designing a sustainable business development strategy for my organisation (4,000 words)
2. Leading an improvement project across several schools (4,000 words)

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| **Project 1**  | **Project 2** |
| Strategy and Improvement | Strategy and Improvement |
| Leading with Impact | Teaching & Curriculum Excellence |
| Working in Partnership | Leading with Impact |
| Managing Resources and Risks | Working in Partnership |
| Increasing Capability |  |

**Content Areas Assessed**:

**Task 1 - Candidates must:**

* **Design** a sustainable business development strategy for their organisation, analysing the benefits, costs and risks of different options (for example, growth and stabilisation).
* **Present** their chosen strategy to their governing board/board of trustees, **record** it, answer questions, and gather its feedback.
* **Submit** a written account of the project to the provider for assessment, which aims to evidence the criteria indicated. This should cover the design, implementation and evaluation of the project.
* **Submit** supportng documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count of 4,000, excluding supporting documents or annexes.

**Task 2 – Candidates must:**

* **Lead** a project to improve progress and attainment in several schools. The precise focus of the project should be negotiated and agreed with representatives of the relevant schools.
* **Present** their plans to a group of relevant stakeholders (for example, the relevant governing boards, teachers and community representatives), **record** it, answer questions and gather their feedback
* **Submit** a written account of the project to the provider for assessment, which aims to evidence the criteria indicated. This should cover the design, implementation and evaluation of the project.
* **Submit** supporting documents/material as evidence where indicated below. Supporting evidence must be concise and directly related to the candidate’s project and corresponding assessment criterion.
* **Not exceed** a total word count of 4,000, excluding supporting documents or annexes

**Providers must:**

* **Assess** project scripts and supporting evidence in accordance with a mark scheme that will be provided by DfE.
* **Comply** with the assessment requirements, including peer moderation, as described in the Quality Framework.

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| **Content Area** | **NPQEL Assessment Criteria** | **Supporting Documents Required** |
| **TASK 1** |
| Strategy and Improvement | 1.4.1 Analyses the external and/or strategic environment, identifies implications for relevant organisations, and applies findings to own plans |  |
| 1.4.2 Analyses research into, and examples of, successful business development and business failure, drawn from schools and non-school contexts, and applies findings to own plans |  |
| 1.4.3 Analyses research into, and examples of, delivering change across a number of organisations, drawn from schools and non-school contexts, and applies findings to own plans |  |
| Leading with Impact | 3.4.1 Analyses the motivations and/or priorities of colleagues/stakeholders, integrating these in the design and communication of plans | Presentation recording and feedback |
| 3.4.2 Secures colleague and/or stakeholder support for visionary or challenging goals | Presentation recording and feedback |
| Working in Partnership | 4.4.1 Exploits expertise, professional advice and/or best practice from beyond the education system and applies it to own plans |  |
| 4.4.3 Analyses research into and examples of expanding and/or joining a school partnership successfully, including an academy chain, and applies findings to own plans  |  |
| Managing Risks and Resources | 5.4.1 Analyses the benefits, risks and costs of different business development strategies in resource terms (for example, in terms of finances, staffing, workload and educational resources) |  |
| 5.4.2 Analyses opportunities to improve the efficiency and effectiveness of resources deployed sustainably and applies findings to the design of plans |  |
| 5.4.3 Evaluates the effectiveness of different accountability arrangements for managing resources and risks and defines appropriate financial accountability and risk management arrangements for own plans |  |
| Increasing Capability | 6.4.1 Analyses organisation’s capability to meet current and future requirements and applies findings to own plans |  |
| Evaluates the benefits and risks of different strategies in terms of:* + 1. professional development opportunities, including for new and the most talented staff
		2. the supply and demand of staff, including in key posts
		3. the organisation’s responsiveness and resilience to change
 |  |

|  |
| --- |
| **TASK 2** |
| Strategy and Improvement | 1.4.1 Analyse the external and/or strategic environment, identifies implications for relevant organisations, and applies findings to own plans |  |
| 1.4.3 Analyses research into, and examples of, delivering change across a number of organisations, drawn from schools and non-school contexts, and applies findings to own plans |  |
| Teaching & Curriculum Excellence | 2.4.1 Evaluates teaching quality across several schools accurately, using a systematic and rounded approach, and applies findings to own plans |  |
| 2.4.2 Analyses domestic and international research into, and examples of, school improvement strategies in relation to progress, attainment and behaviour, including interventions targeted at disadvantaged pupils or those with particular needs, and applies findings to own plans |  |
| 2.4.3 Analyses research into and examples of effective school-to-school support systems in relation to teaching quality, pupil progress and attainment and applies findings to own plans |  |
| 2.4.4 Designs, implements and evaluates an improvement strategy that improves pupil progress and attainment across several schools | Pupil performance data |
| Leading with Impact | 3.4.1 Analyses the motivations and/or priorities colleagues/stakeholders, integrating these in the design and communication of plans | Presentation recording and feedback |
| 3.4.2 Secures colleague and/or stakeholder support for visionary or challenging goals | Presentation recording and feedback |
| 3.4.3 Analyses their own motivations and moral purpose and integrates these in own design, communication and leadership of plans  |  |
| 3.4.4 Evaluates different strategies to publically promote and/or defend plans, including in the media, and implements recommended approach | Communications/Stakeholder engagement plan, including Media handling |
| Working in Partnership | 4.4.1 Exploits expertise, professional advice and/or best practice from beyond the education system and applies it to own plans |  |
| 4.4.2 Analyses research into, and examples of, successful school-to-school support partnerships and collaborations applies findings to own plans |  |

**ANNEX 3: QUALITY FRAMEWORK**

**NPQ Quality Framework**

This Quality Framework consists of five sections and an annex:

* **Section 1 -** Purpose and use of this Quality Framework
* **Section 2 -** Failure to Comply with this Quality Framework
* **Section 3 -** Quality Requirements: Providers’ Leadership and management
* **Section 4 -** Quality Requirements: Providers’ Provision
* **Section 5** **-** Metrics: Technical Definitions and Reporting Requirements
* **Annex A** **-** Indicative target numbers for Metrics 2 and 3

**Section 1 - Purpose and use of this Framework**

**Purpose of this Quality Framework**

This Quality Framework sets out the requirements that all those accredited to deliver NPQs are required to meet and maintain. This Quality Framework, and Quality Assurance (QA) activities pursuant to it, support:

* Consistently high quality leadership development for all NPQ participants;
* High levels of participant satisfaction, recruitment, retention and achievement;
* Providers to continuously and systematically improve the quality of their delivery, with support from DfE/its QA Agent where necessary; and
* Continued confidence in the NPQ brand.

The Quality Framework gives all providers a shared understanding of DfE quality requirements and a means of maintaining the standards of their NPQ programmes. Compliance with this Quality Framework means that NPQ provision and outcomes are comparable and consistent across England.

**All NPQ providers are required to operate within the terms of this Quality Framework and co-operate with the quality assurance activities undertaken by DfE and/or its QA agent pursuant to this framework.**

**In total, there are 15 requirements and 7 accompanying metrics. Each provider must be able to demonstrate that they are delivering provision that meets all of the requirements and accompanying metrics in this framework.**

DfE and/or its QA agent will monitor performance and regularly conduct reviews of NPQ providers to ensure that they are meeting the requirements of this Quality Framework.

Where providers are not meeting all of the requirements and accompanying metrics in this Quality Framework, DfE/its QA Agent will assess the reasons for this, and, where necessary, require remedial action to be taken by the provider.

In the event of serious underperformance, providers will lose their accreditation and no longer be able to deliver provision that leads to the award of an NPQ.

**Use of this Quality Framework**

**NPQ providers** must use this Quality Framework to maintain and improve the quality of their NPQ programmes. Where they do not meet and maintain the quality requirements in this framework, they must take remedial action as set out by DfE and/or its QA agent.

**DfE/its QA agent** will use this Quality Framework as a benchmark against which they assess the performance of NPQ Providers. Where a provider is not meeting the quality requirements and accompanying metrics in this Quality Framework, DfE/its QA agent will assess the reasons for this and where necessary, require remedial action to be taken by the provider.

**For the education sector and those applying for, or participating in, NPQ programmes**, this Quality Framework clearly sets out what is expected from providers, including the standards and quality of provision they are required to meet and maintain. Provider performance against the metrics in this framework must be made public by providers, so informed judgements can be made by the education sector and those applying for, or participating in, NPQ programmes, as to the quality of each Provider.

Providers and DfE and/or its QA agent will undertake the following activity within the context of this QA Framework:

|  |  |  |
| --- | --- | --- |
| **Stage** | **Provider** | **DfE/QA agent** |
| Application for accreditation | * Aspirant provider submits accreditation application
 | * Assesses capacity, capability and commitment of aspirant providers; awards accreditation to successful applicants
 |
| Years 1 and 2 | * Submits six-monthly (mid-year and end-year) self-assessment against the requirements in sections 3 and 4 of this framework
* Returns six-monthly (mid-year and end-year) data on achievement of metrics and supporting evidence to substantiate the achievement of metrics
* Publishes performance against the metrics in this framework
* Where necessary, implements remedial action identified by DfE/its QA agent to mitigate underperformance
 | * Reviews the self-assessment against sections 3 and 4 of this framework
* Monitors metric returns and reviews supporting evidence to substantiate the achievement of the metrics
* Assesses six-monthly participant feedback (mid-year and end-year)
* National moderation of final assessments, against DfE standards
* Provides feedback and support (including outcome of moderation of final assessments)
* Where necessary, identifies remedial action that providers who are underperforming must take
 |
| Year 3 onwards | * Returns annual data on achievement of metrics and supporting data to substantiate the achievement of metrics
* Publishes performance against the metrics in this framework
* Where necessary, implements remedial action identified by DfE/its QA agent to mitigate underperformance
 | * Monitors metrics returns and reviews supporting evidence to substantiate the achievement of the metrics
* Assesses annual participant feedback
* National moderation of final assessments, against DfE standards
* Undertakes periodic performance reviews of all providers
* Undertakes immediate performance reviews of any providers that are underperforming
* Provides feedback and support (including outcome of moderation of final assessments) and
* Where necessary, identifies remedial action that providers who are underperforming must take
 |

**Section 2 - Failure to comply with this Quality Framework**

**Where a provider fails to comply with the terms of the Accreditation Agremeement including the requirements and accompanying metrics within this framework DfE reserves its right to terminate the Accreditation Agreement and revoke a provider’s accreditation.** However, where DfE/its QA agent considers that remedial action is possible it will insteadgive notice to the provider of all required remedial action that the provider must take in order to improve their performance and retain their accreditation.

The DfE/its QA agent will treat providers fairly and consider any extenuating circumstances when establishing the reasons for underperformance, and the need for, or nature of, remedial action. It will take into account a provider’s:

* self-assessments against this framework
* metrics (including the outcome of the national moderation of final assessments)
* participant feedback
* previous performance reviews, where applicable

In addition, providers will have an opportunity to supply additional evidence or information to inform the DfE/QA agent’s assessment of the reasons for underperformance, and the need for, or nature of, remedial action.

**In the event of serious underperformance, DfE/its QA agent will terminate the Accreditation Agreement and revoke the provider’s accreditation.** Seriously underperforming providers are those who:

* without compelling evidence, fail to take the remedial action identified by DfE/its QA agent as necessary to meet and maintain the quality required by this framework.

**OR**

* fail to take reasonable steps to prevent malpractice or maladministration that leads to the incorrect award of an NPQ.

**OR**

* fail to report any investigations into, or confirmed instances of, malpractice or maladministration to DfE/its QA Agent immediately.

Where accreditation is revoked, the provider will no longer be able to deliver provision that leads to the award of an NPQ.

Providers will have the right to appeal the removal of their accreditation. The appeal will be heard by an independent panel convened by DfE. The panel will examine evidence from both the provider and the QA agent on the provider’s quality and reasons for removal of their accreditation. The independent panel makes the final decision regarding removal of accreditation and no further right of appeal exists.

**Section 3 – Quality Requirements: Providers’ Leadership and management**

**Requirement A - General Management**

Providers operate clear governance, financial, risk management and administrative processes (including for the handling and protection of personal data), which adhere to statutory requirements, and effective mechanisms to ensure that these are understood and followed by all employees and partners.

Providers comply with any request for information made by the DfE/its QA Agent for the purposes of performing its functions under this framework. Any information provided must be accurate, complete and timely.

**Requirement B - Engagement Strategy**

Providers operate a coherent strategy to recruit additional schools (including teaching schools) and others with relevant expertise and resource, to ensure that their provision has sufficient reach and depth.

**Requirement C - Resourcing and Contingency Planning**

Providers operate robust resourcing, recruitment, retention, contingency and succession planning strategies. These must ensure there are sufficient numbers of qualified and experienced personnel available to deliver provision, at least 50% of whom (except for NPQEL) must be serving school leaders.

Providers ensure that in the event of accreditation being removed, provision is made for participants on programmes to complete their study and final assessment with other providers. Where this is not possible, providers ensure participants are refunded for undelivered services.

**Requirement D - Recruitment and Admission of Participants**

Providers operate robust recruitment, selection, deferral and admission policies for participants. These must be transparent, reliable, inclusive and support social mobility and include a meaningful role for the lead school.

Providers recruit from schools throughout their specified area of operation.

Providers report recruitment data to DfE/its QA Agent at least every 6 months.

**Metric 1:** Providers recruit at least 100% of their target number for each year and for each NPQ level offered[[3]](#footnote-3)

**Metric 2:** Providers ensure that their allocated target of all those recruited are from schools where 30% or more pupils are known to be eligible for Free School Meals, for each NPQ level offered [[4]](#footnote-4)

**Metric 3:** Providers ensure that their allocated target of all those recruited are from a non-white British background, for each NPQ level offered[[5]](#footnote-5)

**Requirement E - Transparency**

Providers make publicly available a clear, up to date, description of their programmes and outcomes, including (but not limited to):

* Cost of participation, including assessment
* Duration of programme, including number of guided learning hours for each type of study, for example face-to-face, peer, online, individual and work-based
* Performance against the metrics in this framework

Providers comply with DfE guidance regarding the use of DfE and NPQ branding.

**Requirement F - Continuous Improvement**

Providers operate a robust strategy for continuous quality improvement, so that every participant, regardless of their individual needs, is enabled to develop to the best of their ability. This must include a meaningful role for the lead school and the regular evaluation of their provision, leadership and management, through:

* self-assessment
* seeking and acting on feedback from personnel, participants and partners
* taking account of new evidence and research
* working with DfE and/or its QA agent on any additional measures to improve quality, where applicable

**Requirement G - Complaints and Appeals Procedures**

Providers operate fair, accessible and timely procedures for handling participants’ complaints

Providers co-operate with DfE/its QA agent in the event of a participant launching an appeal against a complaint outcome.

**Requirement H – Preventing and Dealing with Malpractice and Maladministration**

Providers operate reliable and transparent procedures for preventing, investigating and mitigating the impact of malpractice or maladministration. This must include the reporting of any investigations into, and confirmed instances of, malpractice or maladministration to DfE/its QA agent immediately.

**Section 4 – Quality Requirements: Providers’ Provision**

**Requirement I - Design of Content**

Providers operate effective processes for the design, development, improvement and approval of NPQ provision, which must include a meaningful role for the lead school.

Providers adhere to the latest content and assessment framework set by DfE.

**Requirement J - Types of Study**

Providers ensure that there is a range of different types of study, for example face-to-face, peer, online, individual and work-based. Providers ensure that their provision includes:

* + leadership training in the workplace, on the job, doing real work
	+ challenge and support – through a coach and/or mentor
	+ access to high quality resources, drawing on up-to-date research and evidence
	+ professional development from and with credible peers
	+ opportunities for structured reflection

Providers ensure that content is designed to be delivered over a period of at least two academic terms.

**Requirement K - Availability of Venues**

Providers have a sufficient number of appropriately-located, fit-for-purpose and value for money venues. This includes placement schools for those providers offering NPQH provision.

**Requirement L - Support for Participants**

Providers make available to participants a strong ongoing network of support, including from coaches, peers and external experts.

**Requirement M - Accurate Assessment of Participants**

Providers operate transparent and reliable processes for participant assessment which enable every participant to demonstrate accurately the extent of their ability and performance in achieving their NPQ. This must include a meaningful role for the lead school, the use of trained assessors and peer moderation of results (including borderline cases).

Providers comply with procedures for tracking participant attendance and progress to ensure that completion is based on secure evidence.

Providers comply with the assessment framework and accompanying guidance set by DfE.

Providers report participant assessment outcomes to DfE/its QA Agent at least every 6 months

**Metric 4:** Providers ensure that at least 90% of participants present for final assessment within 18 months of formally commencing the programme.

**Metric 5:** Providers achieve 95% accuracy level for all their final assessments[[6]](#footnote-6).

**Requirement N – Use of Participant Feedback**

Providers engage with all participants throughout the course of their provision, enabling participants to comment on the quality of the provider and the provision. Equally, providers ensure that all feedback to participants is transparent, valid and fair. This includes supporting participants to complete a DfE feedback questionnaire.

**Metric 6:** Providers ensure that the aggregated mean rating across all participant feedback received is at least 6 out of 10.

**Requirement O - Participant Retention and Achievement**

Providers ensure that all participants, in accordance with their level of performance and ability, show similar patterns of retention and achievement.

**Metric 7:** Providers ensure that there is no significant difference in retention and achievement rates between different groups, for example groups with protected characteristics or leaders from schools with different levels of performance.

**Section 5 – Technical Definitions of metrics and reporting requirements**

**Metric 1: Providers recruit at least 100% of their target number of participants for each year and for each NPQ offered**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Definition of ‘recruited’**: To be deemed recruited, participants must:* have been enrolled by their provider to undertake the required provision
* not be facilitators, administrators or provider team members involved in delivery of the programme
* be counted only once if they have previously been withdrawn from, deferred, or failed the same qualification

**Setting the target number:** * Providers will be required to submit annual recruitment targets for each NPQ level
 | For each participant:* Name
* NPQ level recruited to
* Teacher Reference Number (where applicable)
* Current job role/post
* Name of participant’s school
* Unique Reference Number of participant’s school
* the Local Authority Area of the participant’s school and, where different, the Local Authority District
* Government region in which participant’s school is located
* Phase and type of participant’s school
* Latest OFSTED inspection rating of participant’s school

Accompanying analysis:* ***Total number of participants recruited, for each NPQ level offered***
* ***Total number of participants recruited, expressed as a percentage of target number***
 |

**Metric 2: Providers ensure that their allocated target of all those recruited are from schools where 30% or more pupils are known to be eligible for Free School Meals, for each NPQ level offered**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Setting the target number:*** The target percentage will be adjusted for each accredited provider to take account of the nature of schools in their area of operation, based on the data collected in the [2016 School Census](https://www.gov.uk/government/publications/school-workforce-census-2016-business-and-technical-specification).
* The target will be introduced from year 2 onwards and increase incrementally from year 2 to year 3.
* Indicative targets for each area of operation are available in Annex A.

**Definition of ‘30% or more pupils are known to be eligible for free school meals’*** This will be based on the data collected in the [2016 School Census: Underlying Data](https://www.gov.uk/government/statistics/schools-pupils-and-their-characteristics-january-2016) (Speadsheet ‘SFR20\_2016-Schools-Pupils\_UD’, column EE), which lists individual schools and the percentage of pupils known to be eligible for free school meals within them.
 | For each participant:* Whether 30% or more of the pupils in the participant’s school are known to be eligible for Free School Meals, based on the [2016 School Census: Underlying Data](https://www.gov.uk/government/statistics/schools-pupils-and-their-characteristics-january-2016) (Speadsheet ‘SFR20\_2016-Schools-Pupils\_UD’, column EE)

Accompanying analysis:* Total number of participants recruited from schools where 30% or more of the pupils are known to be eligible for Free School Meals, for each NPQ level offered
* ***The total number of participants recruited from school where 30% or more of the pupils are known to be eligible for Free school Meals, for each NPQ level offered, expressed as a percentage of the total number of participants recruited***
 |

**Metric 3: Providers ensure that their allocated target of all those recruited are from non-white British groups, for each NPQ level offered**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Setting the target number:*** The target percentage will be adjusted for each accredited provider to take account of the nature of the relevant teaching population in their area of operation, based on the data collected in the [2015 School Workforce Census](https://www.gov.uk/government/statistics/school-workforce-in-england-november-2015).
* The target will increase incrementally between years 1 and 3.
* Indicative figures for each area of operation are available in annex A
 | For each participant:* Participant’s ethnicity, including whether they identify as white-British

Accompanying analysis:* Total number of participants recruited that do not identify as white-british, for each qualification offered
* ***Total number of participants recruited that do not identify as white-british, for each NPQ level offered***
 |

**Metric 4: Providers ensure that at least 90% of participants present for final assessment within 18 months of formally commencing the programme**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Definition of ‘present for final assessment’**: * Participants are deemed as having presented for final assessment when they have formally submitted their written assessment task(s) to their provider for assessment.

**Definition of ‘formally commencing’**: * Participants are deemed to have formally commenced the programme when they have both enrolled and started actively participating in the provider’s professional development activities.
 | For each participant:* Participant’s formal commencement date and date presented for final assessment

Accompanying analysis:* ***Proportion of participants that present for final assessment within 18 months of formally commencing their programme, expressed as a percentage, for each NPQ level offered***
 |

**Metric 5: Providers ensure a 95% accuracy level for all their final assessments**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Verification of final assessment accuracy**:* A random 10% sample of a provider’s assessment scripts will be subject to national moderation.
* To achieve this metric, no more than 5% of overturns must occur.
 | For each participant:* Participant’s final assessment script (a sample will be requested)
* The final mark awarded to participant and whether this constitutes a pass or fail
* Whether the participant’s final mark was a) subject to peer moderation b) changed as a result of peer moderation

Accompanying analysis:* ***This information will be supplied by DfE/its QA Agent and must be published***
 |

**Metric 6: Providers ensure that the aggregated mean rating across all participant feedback received is at least 6 out of 10.**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Definition of rating**: * Participants are required to provide feedback on to what extent their provider has met requirements in this framework.
* The feedback form will be standardised and issued centrally by DfE or its QA agent.
* Successful participants will only receive their qualification once they have completed the feedback form.
* Providers are expected to give participants time and access to complete these.
 | For each participant:* N/A – This information will be gathered by DfE/its QA Agent

Accompanying analysis:* ***The aggregated mean rating will be supplied by DfE/its QA Agent and then must be published***
 |

**Metric 7: Providers ensure that there is no significant difference in retention and achievement rates between different groups, for example, groups with protected characteristics or leaders from schools with different levels of performance.**

|  |  |
| --- | --- |
| **Technical Definition** | **Reporting Requirements**The data below must be reported to DfE/its QA Agent to assess the provider’s performance against the metric. This must be submitted in the format specified by DfE/its QA Agent.Only the data in ***bold italics*** must be published by the provider as part of ‘Requirement E – Transparency’ |
| **Definition of ‘no significant difference’:**Whether the retention or achievement rate of a particular group varies more than 10% from the provider’s overall mean retention or achievement rate for the NPQ level offered.**Definition of ‘Retention Rate’:**The percentage of participants who present for final assessment, as a proportion of those who formally commence the programme**Definition of ‘Achievement Rate’:** The percentage of participants who achieve a pass, as a proportion of those who present for final assessment**Definition of ‘different groups’:**Particular groups of participants, include (but are not limited to), the following definitions:Sex, Ethnicity, Disability, Phase and type of school, Ofsted rating of school, Whether the participant’s school has 30% or more of its pupil eligible for Free School MealsProviders should also consider other protected characteristics as defined by the Equality Act 2010. | For each participant:* Participant’s sex
* Whether the participant has a disability
* Whether the participant has withdrawn or deferred from the qualification, and where applicable, the reasons for this

Accompanying analysis:* ***The overall retention rate for each NPQ level offered***
* ***The retention rate for different groups***
* ***The overall achievement rate, for each NPQ level offered***
* ***The achievement rate for different groups***
 |

**Annex A – Indicative Targets for Metrics 2 and 3 (See Section 5 for technical definitions of each Metric)**

|  |
| --- |
| Indicative Targets for Metric 2: *“Providers ensure that their allocated target of all those recruited are from schools where 30% or more pupils are known to be eligible for Free School Meals, for each NPQ level offered”* |
| Area of Operation | **NPQML** | **NPQSL** | **NPQH** | **NPQEL** |
| **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** |
| **England** |  | 11% | 13% | - | 12% | 14% | - | 12% | 14% | - | 13% | 15% |
| **East Midlands** | - | 8% | 10% | - | 8% | 10% | - | 8% | 10% | - | 9% | 11% |
| **East of England** | - | 4% | 6% | - | 4% | 6% | - | 4% | 6% | - | 5% | 7% |
| **London**  | - | 16% | 18% | - | 16% | 18% | - | 16% | 18% | - | 18% | 20% |
| **North East** | - | 20% | 22% | - | 20% | 22% | - | 18% | 20% | - | 25% | 27% |
| **North West** | - | 17% | 19% | - | 18% | 20% | - | 17% | 19% | - | 18% | 20% |
| **South East** | - | 5% | 7% | - | 5% | 7% | - | 4% | 6% | - | 6% | 8% |
| **South West** | - | 7% | 9% | - | 8% | 10% | - | 7% | 9% | - | 8% | 10% |
| **West Midlands** | - | 17% | 19% | - | 17% | 19% | - | 17% | 19% | - | 18% | 20% |
| **Yorkshire and the Humber** | - | 13% | 15% | - | 13% | 15% | - | 13% | 15% | - | 13% | 15% |

|  |
| --- |
| Indicative Targets for Metric 3: *“Providers ensure that their allocated target of all those recruited are from a non-white British background, for each NPQ level offered”* |
| Area of Operation | **NPQML** | **NPQSL** | **NPQH** | **NPQEL** |
| **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** | **Year 1** | **Year 2** | **Year 3+** |
| **England** | 5% | 9% | 14% | 4% | 9% | 13% | 4% | 8% | 12% | 2% | 4% | 7% |
| **East Midlands** | 3% | 6% | 9% | 3% | 5% | 8% | 2% | 5% | 7% | 1% | 3% | 4% |
| **East of England** | 4% | 8% | 12% | 4% | 7% | 11% | 3% | 6% | 9% | 2% | 4% | 6% |
| **London** | 13% | 26% | 39% | 12% | 25% | 38% | 11% | 22% | 33% | 8% | 15% | 23% |
| **North East** | 1% | 2% | 3% | 1% | 2% | 3% | 1% | 2% | 2% | 1% | 1% | 2% |
| **North West** | 2% | 4% | 6% | 2% | 4% | 6% | 2% | 3% | 5% | 1% | 2% | 3% |
| **South East** | 3% | 7% | 11% | 3% | 7% | 10% | 3% | 6% | 9% | 2% | 3% | 5% |
| **South West** | 2% | 3% | 5% | 2% | 3% | 5% | 1% | 3% | 4% | 1% | 2% | 3% |
| **West Midlands** | 5% | 9% | 14% | 5% | 9% | 14% | 4% | 8% | 13% | 3% | 5% | 8% |
| **Yorkshire and the Humber** | 3% | 5% | 8% | 2% | 5% | 7% | 2% | 4% | 6% | 1% | 2% | 3% |

**DOCUMENT 3**

[THIS DOCUMENT IS FOR INFORMATION ONLY AT THE ACCREDITATION APPLICATION STAGE OF THE PROCESS].

*The issue of this* ***draft*** *agreement in no way commits the Department to award accreditation to any person or party. The Department reserves the right to terminate the accreditation process, to award accreditation without prior notice, to change the basis, the procedures and the timescales set out or referred to in this draft agreement presentation. Nothing in this draft agreement should be interpreted as a commitment by the Department to award accreditation to an applicant.*

`

**Accreditation Agreement for Approved Providers of National Professional Qualifications**

Between The Secretary of State for Education

and [Accreditee]

**This contract is made on day of 20**

**BETWEEN:**

1 THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("**DFE**"); and

2 [Insert full name of Accreditee] of [insert full address but if registered company please insert the following - registered in England and Wales under number [insert company number] whose registered office is [ ] (the “**Accreditee**”)

each a “**Party**” and together the “**Parties**”.

**Whereas:**

1. Following a competitive application process, DFE wishes to appoint the Accreditee to deliver one or more National Professional Qualifications in England via an accreditation awarded pursuant to this Contract.
2. In consideration for the grant of Accreditation awarded pursuant to this contract, the Accreditee agrees to deliver the National Professional Qualifications in accordance with these terms and conditions.
3. The Accreditee may not deliver National Professional Qualifications without the Accreditation awarded pursuant to this Contract.
4. DFE may use an authorised quality assurance agent to monitor the Accreditee’s delivery of the Services in accordance with the terms of this Contract.

**It is agreed that:**

1. This contract, together with the attached schedules, collectively form the "**Contract**";
2. Schedule 1: Specification
3. Schedule 2: Terms and Conditions
4. Schedule 3: Change Control
5. Schedule 4: Key Personnel
6. Schedule 5: Data, Systems Handling and Security
7. Schedule 6: Commercially Sensitive Information
8. Schedule 7: Accreditee’s Solution

and

1. if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:

 (a) Schedule 2 (Terms and Conditions);

 (b) Schedule 1 (Specification);

 (c) Schedules 3-6

 (d) Schedule 7 (Accreditee’s Solution).

The Contract has been executed on the date stated at the beginning of this page.

|  |  |
| --- | --- |
| **SIGNED by the ACCREDITEE acting by** **Authorised Signatory****…………………………………………………****Name:****Job Title:****Email Address:****Telephone Number:****SIGNED by DFE acting by****Authorised Signatory****……………………………………………………****Name:****Job Title:****Email Address:****Telephone Number:** |  |

**Table of Contents**

**Contract Schedules**

Schedule 1: Specification

Schedule 2: Terms and Conditions

Schedule 3: Change Control

Schedule 4: Key Personnel

Schedule 5: Data, Systems Handling and Security

Schedule 6: Commercially Sensitive Information

Schedule 7: Accreditee’s Solution

**Schedule 1**

**The Specification**

[Insert copy of Specification]

**Schedule 1, Annex 1**

**Levels and Qualifications Framework**

 [Insert copy of Levels and Qualifications Framework]

**Schedule 1, Annex 2**

**Content and Assessment Framework**

[Insert copy of the Content and Assessment Framework]

**Schedule 1, Annex 3**

**Quality Framework**

 [Insert copy of Quality Framework]

**Schedule 2**

**Terms and Conditions**

**CONTENTS**

**CLAUSE**

**1 DEFINITIONS AND INTERPRETATION**

**2 TERM**

**3 THE SERVICES**

**4 CONSORTIA**

**5 TRANSFER AND SUB-CONTRACTING**

**6 PERSONNEL**

**7 TUPE**

**8 CHARGES**

**9 TAX AND VAT**

**10 PREVENTION OF CORRUPTION**

**11 DISCRIMINATION**

**12 INTELLECTUAL PROPERTY**

**13 DATA, SYSTEMS HANDLING AND SECURITY**

**14 PUBLICITY AND PROMOTION**

**15 CONFIDENTIALITY**

**16 FREEDOM OF INFORMATION**

**17 OFFICIAL SECRETS ACT AND FINANCE ACT**

**18 LIABILITY**

**19 WARRANTIES AND REPRESENTATIONS**

**20 FORCE MAJEURE**

**21 MONITORING AND REMEDIATION**

**22 NOT USED**

**23 TERMINATION**

**24 RETENDERING AND HANDOVER**

**25 EXIT MANAGEMENT**

**26 AUDIT**

**27 ENTIRE AGREEMENT**

**28 PARTNERSHIP**

**29 WAIVER**

**30 CHANGE CONTROL**

**31 COUNTERPARTS**

**32 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

**33 CONFLICTS OF INTEREST**

**34 FURTHER ASSURANCE**

**35 NOTICES**

**36 DISPUTE RESOLUTION**

**37 GOVERNING LAW AND JURISDICTION**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In the Contract, the following expressions have the following meanings, unless inconsistent with the context:

**“Accreditation”** means the accreditation granted under the Contract to provide the Services to Service Users in accordance with the Specification and the Accreditee’s Solution.

**“Accreditee Equipment”** means the Accreditee’s ICT equipment.

**“Accreditee’s Premises”** means premises occupied by the Accreditee or used by it in delivering the Services.

**“Accreditee’s Solution”** means the Accreditee’s proposal submitted in response to DFE’s invitation to apply for accreditation and appearing at schedule 7.

**“Associated Company”** means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

**“Business Days”** means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

**“CCN”** means a Change Control Note in the form set out in schedule 3.

**“Commercially Sensitive Information”** means the information set out in schedule 6 comprising the information of a commercially sensitive nature relating to:

(b) details of the Accreditee’s Intellectual Property Rights; and

(c) the Accreditee’s business and investment plans

which the Accreditee has indicated to DFE that, if disclosed by DFE, would cause DFE significant commercial disadvantage or material financial loss.

**“Confidential Information”** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

(a) was public knowledge at the time of disclosure;

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or

(d) is independently developed without access to the Confidential Information.

**“Consortium”** means an [association](https://en.wikipedia.org/wiki/Voluntary_association) of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

**“Consortium Agreement**” means, if the Accreditee is a Consortium, an agreement:

(a) signed by all the Consortium Members as at the date of the Contract; and

(b) adhered to by Consortium Members who join the Consortium after the date of the Contract by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

**“Consortium Member”** means a member of a Consortium (if any).

**“Content and Assessment Framework”** means the content and assessment framework appearing at annex 2 to the Specification at schedule 1.

“**Copyright**” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“**Crown**” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and “**Crown Body**” is an emanation of the foregoing.

“**Database Rights**” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

**“Deed of Adherence”** means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement.

**“Default”** means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term), failure to adhere to the Specification (including for the avoidance of doubt, the Levels and Qualifications Framework, the Content and Assessment Framework and the Quality Framework) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

**“DFE Premises”** means any premises owned by, leased or hired to or otherwise controlled by DFE or which DFE nominates as such by notice in writing to the Accreditee.

**“DFE Security Standards”** means the security standards as set out in schedule 8.

**“DFE Trade Marks”** means proprietary trade mark rights of DFE including those notified to the Accreditee by DFE from time to time.

**"Dispute"** means any dispute between the Parties in connection with the Contract including for the avoidance of doubt an appeal by the Accreditee of revocation of the Accreditation by DFE in accordance with clause 23.7.

**“DOTAS”** means the Disclosure of Tax Avoidance Schemes rules which require a promotor of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

**“DPA”** means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice published by the Information Commissioner or relevant government department in relation to such legislation.

**“Effective Date”** means **[insert date from which National Professional Qualifications may be delivered e.g. 1 September 2017]**.

**“EIR”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them.

**“Employment Liabilities”** means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

(a) the employment and dismissal of employees (including their health and safety at work); and

(b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

**“FOIA”** means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

**“Force Majeure”** means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

(a) any industrial action occurring within the Accreditee’s or any of its Sub-Contractor’s organisation, or otherwise involving the Personnel; or

(b) the failure by any Sub-Contractor of the Accreditee to perform its obligations under any sub-contract.

**“General Anti-Abuse Rule”** means:

(a) the legislation in Part 5 of the Finance Act 2013; and

(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

**“Good Industry Practice”** means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**“Halifax Abuse Principle”** means the principle explained in the CJEU Case C-255/02 Halifax and others.

“**HMRC**” means Her Majesty’s Revenue and Customs.

**“ICT”** means information and communications technology.

**“Intellectual Property Rights”** means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

**“IP Materials”** means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

**“Key Personnel”** means any of the Personnel identified as such in schedule 4 or otherwise identified as such by DFE pursuant to clause 6.

**“Levels and Qualifications Framework”** means means the levels and qualifications framework appearing at annex 1 to the Specification at schedule 1.

**“Material Breach”** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Parties would otherwise derive from:

(a) a substantial portion of the Contract; or

(b) any of the obligations set out in clauses 9, 10, 12, 15, 17 and 33 and in schedule 5.

**“National Professional Qualifications”** means the voluntary suite of qualifications designed to support the professional development of school leaders as set out in the Levels and Qualifications Framework appearing at annex 1 to the Specification at schedule 1.

**“NICs”** means National Insurance Contributions.

**“Occasion of Tax Non-Compliance”** means:

(a) any tax return of the Accreditee submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

(i) a Relevant Tax Authority successfully challenging the Accreditee under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

(ii) the failure of an avoidance scheme which the Accreditee was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

(b) any tax return of the Accreditee submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of the Contract or to a civil penalty for fraud or evasion.

**“Personnel”** means all persons employed by the Accreditee to perform its obligations under the Contract together with the Accreditee’s servants, agents, suppliers and Sub-Contractor used in the performance of its obligations under the Contract.

**“Prohibited Act”** means:

(a) to directly or indirectly offer, promise or give any person working for or engaged by DFE a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;

(ii) under legislation or common law concerning fraudulent acts; or

(iii) the defrauding, attempting to defraud or conspiring to defraud DFE;

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

**“Quality Assurance Agent”** means a quality assurance agent appointed by DFE to monitor the Accreditee’s ability to deliver the Services in accordance with the Specification.

**“Quality Framework”** means the quality framework appearing at annex 3 to the Specification at schedule 1.

**“Quality Standards”** means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Accreditee would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

**“Regulations”** means the Concession Contract Regulations 2016.

**“Regulatory Body”** means a government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of DFE.

**“Relevant Conviction”** means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

**“Relevant Requirements”** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**“Relevant Tax Authority”** means HMRC or, if applicable, a tax authority in the jurisdiction in which the Accreditee is established.

**“Replacement Accreditee”** means any third party supplier appointed by DFE to supply any services which are substantially similar to any of the Services in substitution for the Accreditee following the expiry, termination or partial termination of the Contract.

**“Request for Information”** means a request for information under the FOIA or the EIR.

“**Restricted Country**” means:

a) any country outside the European Economic Area; and

b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC

**“Returning Employees”** means those persons agreed by the Parties to be employed by the Accreditee (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

**“Services”** means the services described in the Specification and the Accreditee’s Solution.

**“Service Users”** means those receiving the Services.

**“Specification”** means the description of the Services to be supplied under the Contract set out in schedule 2.

**“Staff”** means all persons employed by the Accreditee to perform its obligations under the Contract together with the Accreditee’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract.

**“Sub-Contract”** means a contract between 2 or more suppliers, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

**“Term”** means the period from the date of the Contract until the date the Contract ends for whatever reason.

**“TFEU”** means the Treaty on the Functioning of the European Union.

“**Treaties**” means the TFEU and the Treaty on European Union.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“Variation”** means any variation to the Contract requiring a Change Control Note to be completed in accordance with schedule 3.

* 1. The following notes of construction and interpretation apply to the Contract:
		1. references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
		2. the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
		3. the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
		4. the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
		5. any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
		6. the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
		7. the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.

**2. TERM**

2.1 The Contract commences on the date appearing on the first page and, subject to any provision for earlier termination or extension, will terminate 3 (three) years from the Effective Date.

2.2 DFE may extend the Contract by up to a further 2 (two) years by giving not less than 3 (three) months’ written notice to the Accreditee.

**3.** **GRANT OF ACCREDITATION**

3.1 In consideration for the performance of its obligations under the Contract, DFE hereby grants the Accreditation to the Accreditee together with the right to deliver the Services.

3.1 The Accreditee shall provide the Services to Service Users in England in accordance with the Specification (including for the avoidance of doubt, the Levels and Qualifications Framework, the Content and Assessment Framework and the Quality Framework) and the Accreditee’s Solution and undertakes to be responsible for all obligations of the Accreditee in respect of the Services.

3.2 DFE may accredit entities other than the Accreditee to provide National Professional Qualifications in England.

3.3 The Accreditee shall, in performing its obligations under the Contract via the Accreditation:

3.3.1 deliver the Services in a proper professional manner and conform to the requirements and metrics set out in the Specification (including for the avoidance of doubt, the Levels and Qualifications Framework, the Content and Assessment Framework and the Quality Framework) and the Accreditee’s Solution;

3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of DFE specified by DFE from time to time;

3.3.3 comply with Good Industry Practice;

3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;

3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by DFE from time to time within 14 days of the same being brought to the attention of the Accreditee by DFE;

* + 1. comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
		2. comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of DFE, the Service Users and all other persons including members of the public; and
		3. comply with all safety, security, acceptable use and other policies of DFE from time to time notified to it and procure that the Personnel also comply.

3.4 DFE may provide data and materials to the Accreditee for the purposes of providing the Services that the Accreditee may use but only to the extent necessary to enable the Accreditee to provide the Services.

1. **CONSORTIA**

4.1 If the Accreditee is a Consortium it shall comply with the terms of this clause 4.

4.2 The Accreditee may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.

4.3 No new person or entity may become a Consortium Member until:

4.3.1 DFE has given its prior written consent to the new Consortium Member;

4.3.2 the new Consortium Member has signed a Deed of Adherence; and

4.3.3 a copy of the Deed of Adherence has been given to DFE.

4.4 The Accreditee shall promptly inform DFE if and how any Consortium Member breaches the terms of the Consortium Agreement.

**5. TRANSFER AND SUB-CONTRACTING**

5.1 Save as set out in this clause 5 the Accreditee may not, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract or Accreditation (a “**Transfer**”) without the prior written consent of DFE.

5.2 If DFE consents to a Transfer the Accreditee will evidence the Transfer in writing and provide a copy of the Transfer document on request.

5.3 The Accreditation pertaining to the Contract is personal to the Accreditee however the Accreditee may award Sub-Contracts to assist in the delivery of the Services.

5.4 DFE may require the Accreditee to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to DFE’s right of termination pursuant to clause 23 unless the Sub-Contractor can remedy the breach to DFE’s satisfaction within 21 days of receipt by the Accreditee of written notice from DFE requiring the Sub-Contract to be terminated.

5.5 The Accreditee shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.

5.6 If DFE believes there are:

5.6.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 38 of the Regulations, the Accreditee shall replace or not appoint the Sub-Contractor; or

5.6.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 38 of the Regulations, DFE may require the Accreditee to replace or not appoint the Sub-Contractor and the Accreditee shall comply with such requirement.

**6. PERSONNEL**

6.1 DFE may refuse admission to DFE Premises and/or direct the Accreditee to end the involvement in the Services of any Personnel whom DFE believes is a security risk.

6.2 If DFE requires the removal of any Personnel pursuant to clause 6.1, any Employment Liabilities and any other costs connected with that removal shall be at the Accreditee’s cost.

6.3 The Accreditee shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.

6.4 The Accreditee shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without DFE's prior written consent.

6.5 For each of the Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom DFE owes a special duty of care the Accreditee shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Accreditee shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.

6.6 The Accreditee acknowledges that Key Personnel are essential to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel listed in schedule 4 as at the date of the Contract.

6.7 Key Personnel shall not be released from supplying the Services without DFE’s consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.

6.8 Any replacements of Key Personnel shall be subject to DFE consent and shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

6.9 DFE shall not unreasonably withhold consent under clauses 6.7 or 6.8. Such agreement shall be conditional on appropriate arrangements being made by the Accreditee to minimise any adverse effect on Services which could be caused by a change in Key Personnel.

6.10 DFE may require the Accreditee to remove any Key Personnel who DFE considers in any respect unsatisfactory.

6.11 DFE shall not be liable for the cost of replacing any Key Personnel and the Accreditee shall indemnify DFE against all Employment Liabilities that may arise in this respect.

6.12 Except in respect of any transfer of staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent Accreditee or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

**7. TUPE**

7.1 No later than 6 Months prior to the end of the Term the Accreditee shall if required by DFE fully and accurately disclose to DFE, within 30 days of the request, all information that DFE may reasonably request in relation to the Staff including the following:

7.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;

7.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.1.1;

7.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 7.1.1, their job titles and qualifications;

7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and

7.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union

(together the **“TUPE Information”**).

7.2 At intervals determined by DFE (which shall not be more frequent than once every 30 days) the Accreditee shall give DFE updated TUPE Information.

7.3 Each time the Accreditee supplies TUPE Information to DFE it shall warrant its completeness and accuracy and DFE may assign the benefit of this warranty to any Replacement Accreditee.

7.4 DFE may use TUPE Information for the purposes of any retendering process.

7.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Accreditee shall indemnify and keep indemnified DFE, the Crown and any Replacement Accreditee against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:

7.5.1 the provision of TUPE Information;

7.5.2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Accreditee or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;

7.5.3 any failure by the Accreditee or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of DFE or a Replacement Accreditee to comply with its duties under regulation 13 of TUPE;

7.5.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Accreditee or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

7.5.5 any claim by any person who is transferred by the Accreditee to DFE and/or a Replacement Accreditee whose name is not included in the list of Returning Employees.

7.6 If the Accreditee becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify DFE and provide DFE with up to date TUPE Information.

7.7 This clause 7 applies during the Term and indefinitely thereafter.

7.8 The Accreditee undertakes to DFE that, during the 12 Months prior to the end of the Term the Accreditee shall not (and shall procure that any Sub-Contractor shall not) without written approval of DFE (such approval not to be unreasonably withheld or delayed):

7.8.1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Accreditee and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);

7.8.2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

7.8.3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual’s career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or

7.8.4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

**8.** **PAYMENT**

8.1 The Accreditee shall deliver the Services via the Accreditation afforded by this Contract at its own cost and expense and DFE shall have no obligation under the Contract in respect of any payment for Services or for any liability if the Accreditee is unable to recover its costs in delivering the Services. Risk in delivering the Services vests in the Accreditee.

8.2 Any revenue received from delivering the Services may be retained by the Accreditee.The Accreditee shall be responsible for the payment of any taxes, including VAT if applicable.

**9. TAX and VAT**

9.1 Where the Accreditee is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.

9.2 If the Services are liable for VAT the Accreditee shall comply with HMRC rules and regulations. The Accreditee will be liable for paying to HMRC any identified VAT including those which may fall due.

9.3 If the Accreditee is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.

9.4 DFE may ask the Accreditee to provide information which demonstrates how the Accreditee complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.

9.5 A request under clause 9.4 may specify the information which the Accreditee must provide and the period within which that information must be provided.

9.6 DFE may terminate this Contract if:

9.6.1 in the case of a request mentioned in clause 9.4 the Accreditee:

(i) fails to provide information in response to the request within a reasonable time; or

(ii) provides information which does not demonstrate either how the Accreditee complies with clauses 9.1 to 9.3 or why those clauses do not apply to it;

9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Accreditee is not complying with those clauses.

9.7 DFE may supply any information which it receives under clause 9.4 to HMRC.

9.8 The Accreditee bears sole responsibility for the payment of tax and national insurance contributions due in relation to any payments made by the Accreditee to its officers or employees in connection with the Contract.

9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Accreditee shall:

9.11.1 notify DFE in writing of such fact within 5 Business Days of its occurrence; and

9.11.2 promptly give DFE:

(i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as DFE may reasonably require.

**10. PREVENTION OF CORRUPTION**

10.1 The Accreditee represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the date of the Contract:

10.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

10.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

10.2 The Accreditee shall not:

10.2.1 commit a Prohibited Act; or

10.2.2 do or suffer anything to be done which would cause DFE or any of its employees, consultants or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

10.3 The Accreditee shall:

10.3.1 and procure that its Sub-Contractors shall, establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

10.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to DFE on request.

10.4 The Accreditee shall immediately notify DFE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:

10.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

10.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or

10.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

10.5 If the Accreditee notifies DFE pursuant to clause 10.4, the Accreditee shall respond promptly to DFE’s enquiries, co-operate with any investigation, and allow DFE to audit any books, records and any other relevant documentation.

10.6 If the Accreditee is in Default under clauses 10.1 and/or 10.2, DFE may by notice:

10.6.1 require the Accreditee to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or

10.6.2 immediately terminate the Contract.

10.7 Any notice served by DFE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who DFE believes has committed the Prohibited Act and the action that DFE has taken (including, where relevant, the date on which the Contract shall terminate).

**11. DISCRIMINATION**

11.1 The Accreditee shall perform its obligations under the Contract in accordance with all applicable equality law.

11.2 The Accreditee shall comply with DFE’s equality and diversity policy as given to the Accreditee from time to time and any other requirements and instructions which DFE reasonably imposes in connection with any equality obligations imposed on DFE at any time under equality law.

11.3 The Accreditee indemnifies DFE in full from and against all Employment Liabilities that may arise as a result of any claims brought against DFE by any of its employees, agents, consultants and Sub-Contractors (**“DFE Personnel”**) and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Accreditee will also provide all reasonable cooperation, assistance and information as DFE may request in connection with any investigation by DFE into any complaint or other grievance received by it from any of DFE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Accreditee or any Personnel.

**12. INTELLECTUAL PROPERTY**

12.1 All Intellectual Property Rights in materials:

12.1.1 furnished to, or made available to the Accreditee by or on behalf of DFE and materials created by the Accreditee on behalf of DFE in connection with the Contract using funding provided by DFE (the **“DFE IP Materials”**) shall remain the property of DFE (save for Copyright and Database Rights which shall remain the property of the Crown); and

12.1.2 prepared by or for the Accreditee on behalf of DFE at its own cost in connection with the Contract (the **"Service Specific IP Materials"**) shall vest in the Acreditee.

(together the **“IP Materials”**).

12.2 The Accreditee shall not, and shall ensure that Personnel shall not, use or disclose DFE IP Materials without DFE’s approval save to the extent necessary for the performance by the Accreditee of its obligations under the Contract.

12.3 DFE grants to the Accreditee with effect from the date of the Contract or where applicable, from the date of creation, a non-exclusive, revocable licence of DFE IP Materials and the Intellectual Property Rights therein for the purpose of delivering the Services for the Term of the Contract.

12.4 The Accreditee shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Accreditee a non-exclusive licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the Acreditee to sub-licence, transfer, novate or assign to a Replacement Accreditee.

12.5 The Accreditee shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Accreditee shall indemnify and keep indemnified DFE and any Replacement Accreditee from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which DFE may suffer or incur as a result of or in connection with any breach of this clause 12, except to the extent that any such claim arises from:

12.5.1 items or materials supplied by DFE; or

12.5.2 the use of data supplied by DFE which is not required to be verified by the Accreditee under any provision of the Contract.

12.6 DFE shall notify the Accreditee in writing of any claim or demand brought against DFE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Accreditee.

12.7 Notwithstanding clause 12.6. DFE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If DFE takes action the Accreditee shall at the request of DFE afford to the Accreditee all reasonable assistance to DFE for the purpose of contesting such claim.

12.8 DFE shall at the request of the Accreditee afford to the Accreditee all reasonable assistance for the purpose of contesting any claim or demand made or action brought against DFE or the Accreditee by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Accreditee’s obligations under the Contract subject to the Accreditee indemnifying DFE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.

12.9 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Accreditee is likely to be made, the Accreditee shall notify DFE and, at its own expense and subject to the consent of DFE (not to be unreasonably withheld or delayed), use reasonable endeavours to:

12.9.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or

12.9.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to DFE.

12.10 If the Accreditee is unable to comply with clauses 12.9.1 and 12.9.2 within 20 Business Days of receipt of the Accreditee’s notification DFE may terminate the Contract with immediate effect by notice in writing.

12.11 The Accreditee shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be DFE IP Materials any act or thing which:

12.11.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or

12.11.2 would or might prejudice the right or title of DFE to any of DFE IP Materials.

12.12 The Accreditee shall comply with DFE’s branding guidelines and shall not use any other branding, including its own, other than as set out in DFE’s branding guidelines or as otherwise agreed with DFE.

12.13 When using DFE Trade Marks the Accreditee shall observe all reasonable directions given by DFE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Accreditee may not:

12.13.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DFE Trade Mark, or unfairly competes with any DFE Trade Mark; or

12.13.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DFE Trade Mark as to be likely to deceive or cause confusion.

**13. DATA, SYSTEMS HANDLING AND SECURITY**

13.1 The Parties shall comply with the provisions of schedule 5.

**14. PUBLICITY AND PROMOTION**

14.1 Subject to clause 14.2, without prejudice to DFE’s obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

14.2 The Accreditee shall use reasonable endeavours to ensure its Personnel comply with clause 14.1

14.3 Without prejudice to the generality of clauses 12.13 and 14.1, the Accreditee shall not itself, and shall procure that Consortium Members shall not, use the right to use DFE’s name, brand or DFE Trade Marks or the Personal Data of DFE granted under this Contract to sell, promote, market or publicise the Accreditee’s other programmes, courses, services or other activities.

14.4 Subject to clauses 12 and 15 DFE may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.

**15.** **CONFIDENTIALITY**

15.1 Except to the extent set out in this clause 15or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party’s consent, except to such persons and to such extent as may be necessary for the performance of the Party’s obligations under the Contract.

15.2 The Accreditee hereby gives its consent for DFE to publish the whole Contract including from time to time agreed changes to the Contract.

15.3 The Accreditee may only disclose DFE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.

15.4 The Accreditee shall not, and shall procure that Personnel do not, use any of DFE's Confidential Information received otherwise than for the purposes of the Contract.

15.5 Clause 15.1 shall not apply to the extent that:

15.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;

15.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

15.5.3 such information was obtained from a third party without obligation of confidentiality;

15.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

15.5.5 it is independently developed without access to the other Party's Confidential Information.

15.6 Nothing in clause 15 shall prevent DFE disclosing any Confidential Information obtained from the Accreditee:

15.6.1 for the purpose of the examination and certification of DFE’s accounts;

15.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which DFE has used its resources;

15.6.3 to any other crown body and the Accreditee hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or

15.6.4 to any consultant, Accreditee or other person engaged by DFE provided that in disclosing information under clauses 15.8.3 and 15.8.4 DFE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

15.7 Nothing in clauses 15.1 to 15.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party’s Confidential Information or an infringement of the other Party’s Intellectual Property Rights.

15.8 DFE shall endeavour to ensure that any government department, employee, third party or Sub-Contractor to whom DFE's Confidential Information is disclosed pursuant to clause 15.6 is made aware of DFE's obligations of confidentiality.

15.9 If the Accreditee does not comply with clauses 15.1 to 15.5 DFE may terminate the Contract immediately on notice to the Accreditee.

**16. FREEDOM OF INFORMATION**

16.1 The Accreditee acknowledges that DFE is subject to the requirements of the FOIA and the EIR.

16.2 The Accreditee shall transfer to DFE all Requests for Information that it receives as soon as practicable and in any event within 2 (two) Business Days of receipt:

16.2.1 give DFE a copy of all Information in its possession or control in the form that DFE requires within 5 (five) Business Days (or such other period as DFE may specify) of DFE's request;

16.2.2 provide all necessary assistance as reasonably requested by DFE to enable DFE to comply with its obligations under the FOIA and EIR; and

16.2.3 not respond to directly to a Request for Information unless authorised to do so in writing by DFE.

16.3 DFE shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

**17.** **OFFICIAL SECRETS ACTS AND FINANCE ACT**

17.1 The Accreditee shall comply with the provisions of:

17.1.1 the Official Secrets Acts 1911 to 1989; and

17.1.2 section 182 of the Finance Act 1989.

**18. LIABILITY**

18.1 Neither Party excludes or limits its liability (if any) to the other:

18.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

18.1.2 for personal injury or death resulting from the its negligence;

18.1.3 under section 2(3) Consumer Protection Act 1987;

18.1.4 any breach of clause 15 or schedule 8;

18.1.5 for its own fraud; or

18.1.6 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

18.2 Subject to clauses 18.1 and 18.3, the Accreditee shall indemnify DFE and keep DFE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Accreditee or any Personnel on the Premises, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Accreditee, or any other loss which is caused directly by any act or omission of the Accreditee.

18.3 The Accreditee does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax).

18.4 Subject to clauses 18.1, 18.3 and 18.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:

18.4.1 for any losses of an indirect or consequential nature;

18.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or

18.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.

18.5 Subject to clauses 18.1 and 18.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise is limited in each calendar year in aggregate to 100% of the value of the Contract.

18.6 DFE may recover from the Accreditee the following losses incurred by DFE to the extent they arise as a result of a Default by the Accreditee:

18.6.1 any additional operational and/or administrative costs and expenses incurred by DFE, including costs relating to time spent by or on behalf of DFE in dealing with the consequences of the default;

18.6.2 any wasted expenditure or charges;

18.6.3 the additional costs of procuring a Replacement Accreditee for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Accreditee and/or replacement deliverables above those which would have been payable under the Contract;

18.6.4 any compensation or interest paid to a third party by DFE; and

18.6.5 any fine or penalty incurred by DFE and any costs incurred by DFE in defending any proceedings which result in such a fine or penalty.

18.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

18.8 All property of the Accreditee whilst on DFE's premises shall be there at the risk of the Accreditee and DFE shall accept no liability for any loss or damage howsoever occurring to it.

18.9 The Accreditee shall effect and maintain in force with a reputable insurance company employer’s liability and public liability insurances for the sum and range of cover as DFE deems to be appropriate but not less than £5,000,000 for any one claim, for professional indemnity insurances for the sum and range of cover as DFE deems to be appropriate but not less than £1,000,000 for any one claim and insurance to cover the liability of the Accreditee under the Contract. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.

18.10 The Accreditee shall supply to DFE on demand copies of the insurance policies maintained under clause 18.9.

18.11 The provisions of any insurance or the amount of cover shall not relieve the Accreditee of any liabilities under the Contract.

18.12 It shall be the responsibility of the Accreditee to determine the amount of insurance cover that will be adequate to enable the Accreditee to satisfy any liability it has under, or in connection with, the Contract.

**19. WARRANTIES AND REPRESENTATIONS**

19.1 The Accreditee warrants and represents that:

19.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Accreditee;

19.1.2 in entering the Contract it has not committed any fraud;

19.1.3 as at the date of the Contract, all information contained in the Accreditee’s Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to DFE prior to execution of the Contract;

19.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;

19.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;

19.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party’s work or materials provided that this clause 19.1.6 shall not apply to any IP Materials used by the Accreditee under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and

19.1.7 the use by DFE of any Intellectual Property Rights assigned or licensed to it by the Accreditee under the Contract will not infringe or conflict with the rights of any third party;

19.1.8 in the 3 years (or actual period of existence if the Accreditee has been in existence for less time) prior to the date of the Contract:

(i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

(ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

(iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

19.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

19.1.10 it has notified DFE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

**20. FORCE MAJEURE**

20.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 20.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

20.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

20.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

**21. MONITORING AND REMEDIATION**

21.1 DFE and its Quality Assurance Agent may review from time to time the progress of the Accreditee against the Specification (including for the avoidance of doubt, the Levels and Qualifications Framework, the Content and Assessment Framework and the Quality Framework) and the Accreditee’s Solution. The Accreditee shall cooperate with DFE and its Quality Assurance Agent in this regard and must provide any information and evidence reasonably required by DFE or its Quality Assurance Agent.

21.2 DFE or its Quality Assurance Agent may visit on reasonable notice to the Accreditee, any premises of the Accreditee, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Accreditee is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.

21.2 During such visits, DFE or its Quality Assurance Agent may inspect and take copies of such of the records of the Accreditee and any Consortium Member as relate to the performance of their obligations under the Contract.

21.3 If DFE or its Quality Assurance Agent reasonably considers that the Accreditee is at risk of commiting a Default, DFE or its Quality Assurance Agent may:

21.3.1 require the Accreditee to supply evidence as to the risk and produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of DFE or its Quality Assurance Agent (not to be unreasonably withheld) and which, once approved, the Accreditee shall implement at its own cost and expense; and

21.3.2 monitor, supervise, direct and/or guide the Accreditee’s provision of the Services until DFE reasonably considers that any such risk has been remedied or removed. The Accreditee shall cooperate at all times with DFE and its Quality Assurance Agent in this regard.

21.4 Notwithstanding and without prejudice to any other right or remedy that DFE may have under the Contract, if the Accreditee commits a Default and such a Default is capable of remedy, then DFE or its Quality Assurance Agent may issue a notice to the Accreditee instructing the Accreditee to remedy the Default within 21 Business Days or such other period of time as DFE or its Quality Assurance Agent may specify in the notice issued under this clause. The Accreditee shall at its own cost and expense remedy such failure (and any damage resulting from such failure).

**22. NOT USED**

**23. TERMINATION**

23.1 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee where the Accreditee is a company and in respect of the Accreditee:

23.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;

23.1.2 a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);

23.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986;

23.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;

23.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;

23.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;

23.1.7 being a “small company” within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

23.1.8 any event similar to those listed in clauses 23.1.1 to 23.1.7 occurs under the law of any other jurisdiction.

23.2 DFE may terminate the Contract and revoke the Accreditation with immediate effect by notice and without paying compensation to the Accreditee where the Accreditee is an individual and:

23.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Accreditee’s creditors;

23.2.2 a petition is presented and not dismissed within 14 days or order made for the Accreditee’s bankruptcy;

23.2.3 a receiver, or similar officer is appointed over the whole or any part of the Accreditee’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;

23.2.4 the Accreditee is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;

23.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Accreditee’s assets and such attachment or process is not discharged within 14 days;

23.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;

23.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

23.2.8 any event similar to those listed in clauses 23.2.1 to 23.2.7 occurs under the law of any other jurisdiction.

23.3 The Accreditee shall notify DFE immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including if the Accreditee undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 (“**Change of Control**”). DFE may terminate the Contract with immediate effect by notice and without compensation to the Accreditee within 6 months of:

23.3.1 being notified that a Change of Control has occurred; or

23.3.2 where no notification has been made, the date that DFE becomes aware of the Change of Control

but shall not be permitted to terminate where approval was granted prior to the Change of Control.

23.4 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee where the Accreditee is a partnership and:

23.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

23.4.2 it is for any reason dissolved;

23.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;

23.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;

23.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

23.4.6 any of the following occurs in relation to any of its partners:

23.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;

23.4.6.2 a petition is presented for his bankruptcy;

23.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or

23.4.6.4. any event similar to those listed in clauses 23.4.1 to 23.4.6 occurs under the law of any other jurisdiction.

23.5 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee where the Accreditee is a limited liability partnership and:

23.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

23.5.2 it is for any reason dissolved;

23.5.3 an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;

23.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

23.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;

23.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or

23.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

23.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

23.5.9 any event similar to those listed in clauses 23.5.1 to 23.5.8 occurs under the law of any other jurisdiction.

23.6 References to the Insolvency Act 1986 in clause 23.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

23.7 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee if the Accreditee commits a Default and:

23.7.1 the Accreditee has been issued with a notice under clause 21.4 instructing it to remedy the Default but the Accreditee has failed to remedy the Default to the satisfaction of DFE and or its Quality Assurance Agent within 21 Business Days or such other period as may be specified in the notice;

23.7.2 the Default is not, in the opinion of DFE or its Quality Assurance Agent, capable of remedy; or

 23.7.3 the Default is a Material Breach.

23.8 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee if:

23.8.1 the Accreditee’s warranty in clause 19.1.10 is materially untrue;

23.8.2 the Accreditee commits a material breach of its obligation to notify DfE of any Occasion of Non-Tax Compliance;

23.8.3 the Accreditee fails to provide details of proposed mitigating factors which, in DfE’s reasonable opinion are acceptable; or

23.8.4 the Accreditee has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

23.9 DFE may terminate the Contract and revoke the Accreditation with immediate effect and without paying compensation to the Accreditee if:

23.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 43 of the Regulations;

23.9.2 the Accreditee was, at the time the Contract was awarded, in one of the situations specified in regulation 38 (8) of the Regulations, including as a result of the application of regulation 38 (9), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or

23.9.3 the Contract should not have been awarded to the Accreditee in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justiice of the European Union in a procedure under Article 258 of the TFEU.

23.10 DFE will review the Contract annually and may terminate the Contract (or any part of it) and revoke the Accreditation at any time by giving at least 3 (three) months’ prior written notice to the Accreditee.

23.11 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue DFE may terminate the Contract (or any part of it) and revoke the Accreditation without paying compensation to the Accreditee and by serving 3 (three) months’ written notice on the Accreditee.

23.12 The Accreditee may terminate the Contract if DFE commits a Default and:

23.12.1 DFE has not remedied the Default to the satisfaction of the Accreditee after issue of a notice specifying the Default and requesting it to be remedied;

23.12.2 the Default is not, in the opinion of the Accreditee capable of remedy; or

 23.12.3 the Default is a Material Breach.

23.13 If DFE terminates the Contract for any reason, DFE shall revoke the Accreditation and the Accreditee shall make other arrangements for the supply of Services to all Service Users by another provider of National Professional Qualifications duly accredited by DFE. Where this is not possible, the Accreditee shall ensure that all Service Users are refunded for undelivered Services. Accreditees must ensure that their own agreements with Service Users enable them to comply with these requirements.

23.14 If the Accreditee terminates the Contract under clauses 23.12, DFE shall revoke the Accreditation and the Accreditee shall make other arrangements for the supply of Services to all Service Users by another provider of National Professional Qualifications duly accredited by DFE. Where this is not possible, the Accreditee shall ensure that all Service Users are refunded for undelivered Services. Accreditees must ensure that their own agreements with Service Users enable them to comply with these requirements.

23.15 If, through any Default of the Accreditee, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Accreditee shall be liable for the cost of reconstitution of that data and shall reimburse DFE in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

23.16 Save as otherwise expressly provided in the Contract:

23.16.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

23.16.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of DFE or the Accreditee under clauses 8 (Payment), 9 (Tax and VAT), 10 (Prevention of Fraud), 12 (Intellectual Property Rights), 13 (Data), 15 (Confidentiality), 16 (Freedom of Information), 17 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 180 (Warranties and Representations), 19 (Liability), 23 (Termination) 24 (Retendering and Handover), 25 (Exit Management), 26 (Audit), and 37 (Governing Law and Jurisdiction).

**24. RETENDERING AND HANDOVER**

24.1 Within 30 days of being requested by DFE, the Accreditee shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable DFE to issue tender documents for the future provision of replacement services.

24.2 DFE shall take reasonable precautions to ensure that the information referred to in clause 24.1 is given only to potential Accreditees who have qualified to tender for the future provision of the replacement services.

24.3 DFE shall require that all potential Accreditees treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by DFE; and that they shall not use it for any other purpose.

24.4 The Accreditee shall allow access to the Accreditee’s Premises in the presence of DFE’s authorised representative, to any person representing any potential Accreditee whom DFE has selected to tender for the future provision of the Services.

24.5 If access is required to the Accreditee’s Premises for the purposes of clause 26.4, DFE shall give the Accreditee 7 (seven) days’ notice of a proposed visit together with the names of all persons who will be visiting.

24.6 The Accreditee shall co-operate fully with DFE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.

24.7 Within 10 Business Days of being requested by DFE, the Accreditee shall transfer to DFE, or any person designated by DFE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by DFE.

**25. EXIT MANAGEMENT**

25.1 If DFE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself, engaging a third party to perform them or requiring the Accreditee to make arrangement for a third party to perform them the Accreditee shall co-operate fully with DFE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.

25.2 The Accreditee will, within 3 (three) months of the Effective Date, deliver to DFE, a plan which sets out the Accreditee’s proposals for achieving an orderly transition of Services from the Accreditee to DFE and/or its Replacement Accreditee at the end of the Term (an **“Exit Plan”**).

25.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan .If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 36.

25.4 The Accreditee will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Accreditee will submit the revised Exit Plan to DFE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 36.

25.5 If DFE requests, the Accreditee shall deliver to DFE details of all licences for software used in the provision of the Services including the software licence agreements.

25.6 Within one month of receiving the software licence information described above, DFE shall notify the Accreditee of the licences it wishes to be transferred, and the Accreditee shall provide for the approval of DFE a plan for licence transfer.

25.7 The Accreditee shall co-operate fully with DFE in order to enable an efficient and detailed knowledge transfer from the Accreditee to DFE or a relevant third party at the end of the Term and shall provide DFE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by DFE. The Accreditee shall comply with DFE’s request for information no later than 15 Business Days from the date that that request was made.

**26. AUDIT**

26.1 The Accreditee shall keep and maintain until 6 (six) years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges.

26.2 The Accreditee agrees to make available to DFE, free of charge, whenever requested, copies of audit reports obtained by the Accreditee in relation to the Services

26.3 The Accreditee shall permit duly authorised representatives of DFE and/or the National Audit Office to examine the Accreditee’s records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

26.4 The Accreditee (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of DFE and for carrying out examinations into the economy, efficiency and effectiveness with which DFE has used its resources. The Accreditee shall provide such explanations as are reasonably required for these purposes.

**27. ENTIRE AGREEMENT**

27.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.

27.2 Nothing in this clause 27 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

**28. PARTNERSHIP**

28.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**29. WAIVER**

29.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

**30. CHANGE CONTROL**

30.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 3 (the **“Change Control Procedure”**). No Variation shall be effective unless made in accordance with the Change Control Procedure.

**31. COUNTERPARTS**

31.1 The Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

**32. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

32.1 The provisions of clauses 7.5 and 12.5 confer benefits on a Replacement Accreditee and are intended to be enforceable by a Replacement Accreditee by virtue of the Contracts (Rights of Third Parties ) Act 1999 (“**CRTPA**”).

32.2 Subject to clause 32.1, a person who is not a Party has no right under CRTPA to enforce provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

32.3 A Replacement Accreditee may not enforce or take steps to enforce the provisions of clauses 7.5 or 12.5 without DFE’s prior written consent.

32.4 The Parties may amend the Contract without the consent of any Replacement Accreditee.

**33. CONFLICTS OF INTEREST**

33.1 The Accreditee shall:

33.1.1 not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Accreditee hereby acknowledges) to comply with its obligations under the Contract to the required standards; and

33.1.2 take appropriate steps to ensure that neither the Accreditee nor any of the Personnel is placed in a position where, in the reasonable opinion of DFE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Accreditee or any of the Personnel and the duties owed to DFE under the provisions of the Contract in either case, referred to in this clause 33 as a **“Conflict of Interest”**.

33.2 If the Accreditee becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 35 the Accreditee shall forthwith provide full particulars to DFE.

33.3 In performing its obligations under the Contract the Accreditee shall conduct its business, operations and activities in a politically neutral fashion.

33.4 Without prejudice to the foregoing provisions of this clause 33, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Accreditee shall:

33.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of DFE (acting reasonably); and

33.4.2 give DFE a comprehensive and detailed written statement of the action it had taken.

33.5 If DFE is not satisfied with the Accreditee’s actions, the Accreditee shall, on request by DFE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).

33.6 Without prejudice to any other right or remedy it may have, DFE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of DFE, there is any continuing breach by the Accreditee of the provisions of this clause 33.

**34. FURTHER ASSURANCE**

34.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant all rights granted under the Contract and otherwise to comply with its terms.

**35. NOTICES**

35.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by hand, pre-paid first class post or (where being sent to an address in a different country to where posted) airmail, facsimile or e-mail, addressed to the recipient at its registered office or its address (or such other address, facsimile number or e-mail address as may be notified in writing from time to time).

35.2 The notice, demand or communication shall be deemed to have been duly served:

35.2.1 if delivered by hand, when left at the proper address for service;

35.2.2 if given or made by prepaid first class post 48 hours after being posted or in the case of airmail 14 days after being posted;

35.2.3 if given or made by facsimile or e-mail, at the time of transmission, provided that a confirming copy is sent by first class pre-paid post or (where being sent to an address in a different country to where posted) airmail to the other Party within 24 hours after transmission and that, in the case of transmission by e-mail where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).

35.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

**36. DISPUTE RESOLUTION**

36.1 Any Dispute shall be dealt with in accordance with this clause 36.

36.2 Subject to Clause 36.2, in the first instance, a representative of each Party will each use their reasonable endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

36.3 A Dispute which is an appeal by the Accreditee of revocation of the Accreditation by DFE in accordance with clause 23.7, should be referred immediately by the Accreditee in writing to DFE. The appeal will be heard within a reasonable period by an independent panel convened by DFE. The panel will examine evidence from both the Accreditee and DFE or its Quality Assurance Agent. The independent panel’s decision is final.

36.3 If a Dispute cannot be resolved by negotiation as referred to in clause 36.2 or 36.3 within 90 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

**37. GOVERNING LAW AND JURISDICTION**

37.1 The Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.

37.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.

37.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

**Schedule 3**

**Change Control Procedure**

1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.

2 The Accreditee shall use reasonable endeavours to incorporate minor changes requested by DFE via the Accreditation and shall not serve a Accreditee Notice of Change unless the change involves a material change to the Contract.

3 Either Party may request a Variation provided that such Variation does not amount to a material change.

4. DFE may request a Variation by completing the Change Control Note and giving the Accreditee sufficient information to assess the extent of the Variation. If the Accreditee accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.

5. If the Accreditee is unable to accept the Variation, DFE may allow the Accreditee to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.

6. If the Accreditee wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DFE.

7. DFE shall evaluate the Accreditee’s proposed Variation in good faith, taking into account all relevant issues.

8. DFE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.

9. DFE may at its absolute discretion reject any request for a Variation proposed by the Accreditee.

**Change Control Note**

:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contract Number** |  | **DFE Contract / Programme Manager** |  |
| **Accreditee** |  | **Original Contract Value (£)** |  |
| **Contract Start Date** |  | **Contract Expiry Date** |  |

|  |  |
| --- | --- |
| **Variation Requested** |  |
| **Originator of Variation** **(tick as appropriate)** | **DFE**  🞎 Accreditee 🞎 |
| **Date**  |  |
| **Reason for Variation** |  |
| **Summary of Variation****(e.g. specification, finances, contract period)** |  |
| **Date of Variation commencement** |  |
| **Date of Variation expiry** **(if applicable)** |  |
| **Total Value of Variation £****(if applicable)** |  |
| **Payment Profile (if applicable)****e.g. milestone payments** |  |
| **Revised daily rate (if applicable)** |  |
| **Impact on original contract** **(if applicable)**  |  |
| **Supporting Information** **(please attach all supporting documentation for this Change Control)** |  |
| **Terms and Conditions** | Save as herein amended all other terms and conditions ofthe Original Contract shall remain in full force and effect. |
| **Variation Agreed****For the Accreditee: For DFE:** **Signature……………………………….. Signature………………………………………..****Full Name………………………………. Full Name………………………………………****Title……………………………………… Title…………………………………………….****Date……………………………………… Date……………………………………………** |

**Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.**

|  |
| --- |
| **To be entered by the Commercial department:** |
| **Commercial Contact** |  | **Reference Number** |  |
| **Date received**  |  | **EC Reference** |  |

**Schedule 4**

**Key Personnel**

The individuals listed in the table below are Key Personnel:

|  |  |  |
| --- | --- | --- |
| **Name** | **Role** | **Period of Involvement** |
|  |  |  |
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|  |  |  |
|  |  |  |

**Schedule 5**

**Data, Systems Handling and Security**

**Definitions**

|  |  |
| --- | --- |
| “**BPSS**”  | means the Government’s Baseline Personnel Security Standard for Government employees available at:[www.gov.uk/government/uploads/system/uploads/attachment\_data/file/200551/HMG\_Baseline\_Personnel\_Security\_Standard\_V3\_2\_Apr-2013.pdf](http://www.gov.uk/government/uploads/system/uploads/attachment_data/file/200551/HMG_Baseline_Personnel_Security_Standard_V3_2_Apr-2013.pdf)  |
| “**CESG**” | is the United Kingdom government’s national technical authority for information assurance, details of which can be found at:<http://www.cesg.gov.uk/Pages/homepage.aspx> |
| **"Control"** | means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** are interpreted accordingly; |
| **“DFE Assets”**  | include but are not limited to DFE premises, IT systems and information with a classification up to confidential; |
| **“DFE Data”** | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and: (i) which are supplied to the Accreditee by or on behalf of DFE; or (ii) which the Accreditee is required to generate, process, store or transmit pursuant to the Contract; or(b) which are any Personal Data for which DFE is the Data Controller; |
| **“Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process”, “Processing” and “Data Controller** | shall have the meanings given in the DPA; |
| **“IT Security Health Check”** | means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system; |
| **“Malicious Software”**  | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
|  |  |
| **“Security Plan”**  | the Accreditee’s security plan. |

1. DFE is the Data Controller and the Accreditee is the Data Processor.

2. Both Parties may handle Personal Data and shall comply with their legal obligations under the DPA.

3. The Accreditee shall notify DFE as soon as it becomes aware of any actual or potential data incident or breach of its obligations under the DPA in relation to any Personal Data processed as a consequence of undertaking the Contract.

4. If the Accreditee is processing Personal Data as a Data Processor for DFE as a consequence of undertaking the Contract the Accreditee shall:

4.1 Process the Personal Data only to the extent and in such manner as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

4.2 Process the Personal Data only in accordance with instructions from DFE (which may be specific instructions or instructions of a general nature as set out in the Contract or as otherwise notified by DFE to the Accreditee during the Term);

4.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

4.4 take reasonable steps to ensure the reliability of any Personnel who have access to the Personal Data;

4.5 obtain DFE’s prior written consent before transferring Personal Data to any Sub-Contractors or Associated Companies for the provision of the Services;

4.6 ensure that all Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this paragraph 4;

4.7 ensure that no Personnel publish or disclose any Personal Data to any third party unless directed in writing to do so by DFE;

4.8 notify DFE within 2 Business Days if it receives:

4.8.1 a request from a Data Subject to have access to that person's Personal Data; or

4.8.2 a complaint or request relating to DFE's obligations under the DPA;

4.9 provide DFE with full cooperation and assistance in relation to any complaint or request made, including by:

4.9.1 providing DFE with full details of the complaint or request;

4.9.2 complying with a data access request within the relevant timescales set out in the DPA and in accordance with DFE's instructions;

4.9.3 providing DFE with any Personal Data it holds in relation to a Data Subject (within the timescales required by DFE); and

4.9.4 providing DFE with any information requested by DFE;

4.10 permit DFE or any duly authorised representative of DFE (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Accreditee's data processing activities (and/or those of its agents, subsidiaries and Sub-Contractor) and comply with all reasonable requests or directions by DFE to enable DFE to verify and/or procure that the Accreditee is in full compliance with its data protection obligations under the Contract;

4.11 provide a written description of the technical and organisational methods employed by the Accreditee for processing Personal Data (within the timescales required by DFE); and

4.12 subject to paragraph 5, not coause or permit the Personal Data to be transferred in or to any Restricted Country.

5. If, after the date of the Contract, the Accreditee (or any sub-contractor) wishes to Process and/or transfer any Personal Data in or to any Restricted Country the Accreditee shall:

5.1 submit a request for a Variation to DFE which shall be dealt with in accordance with the Change Control Procedure;

5.2 set out in its request for a Variation:

5.2.1 the Personal Data which will be Processed and/or transferred to a Restricted Country;

5.2.2 the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred to a Restricted Country;

5.2.3 any Sub-Contractors or other third parties who will be Processing and/or transferring Personal Data to a Restricted Country; and

5.2.4 how the Accreditee will adequately protect (in accordance with the DPA and in particular so as to ensure DFE’s compliance with the DPA) Personal Data to be Processed and/or transferred to a Restricted Country.

6. If evaluating the request for a Variation pursuant to paragraph 5:

6.1 the Parties shall consider current policies and guidance of DFE, Government and the Information Commissioner’s Office and any approvals processes in connection with, the Processing and/or transfers of Personal Data to a Restricted Country and/or overseas generally; and

6.2 the Accreditee shall comply with any instructions which DFE may notify in writing.

7. Insofar as the Accreditee processes Personal Data for its own administrative purposes, whilst undertaking the Contract the Accreditee shall comply at all times with the DPA and shall not perform its obligations under the Contract in such a way as to cause DFE to breach any of its obligations under the DPA.

8. The Accreditee shall:

 8.1 employ appropriate organisational, operational and technological processes and procedures to keep DFE Data safe from unauthorised use or access, loss, destruction, theft or disclosure which comply with ISO/IEC 27001 as appropriate to the Services;

 8.2 not delete or remove any proprietary notices contained within or relating to DFE Data;

 8.3 preserve the integrity of DFE Data and prevent the corruption or loss of DFE Data;

 8.4 ensure that any files containing DFE Data are stored on the Accreditee’s secure servers and/or secured Accreditee Equipment;

 8.5 ensure that DFE Data relating to the Contract is segregated from other data on its IT systems so that DFE Data can be securely deleted if required;

 8.6 not keep DFE Data on any Accreditee Equipment unless it is protected by being fully encrypted and password protected and its use is necessary for the provision of the Services;

 8.7 ensure that any hard copy is destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste;

 8.8 perform secure back-ups of all DFE Data and ensure that up-to-date back-ups are stored off-site. The Accreditee shall ensure that such back-ups are available to DFE at all times upon request;

 8.9 not store or host DFE Data outside the United Kingdom or perform any ICT management or support without DFE’s prior written consent;

 8.10 ensure that any DFE Data sent to any third party is:

 8.10.1 sent by CD or DVD;

 8.10.2 fully encrypted and password protected, with the password for files sent separately from the data;

 8.10.3 carried by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

9. If DFE Data is held and/or processed by the Accreditee, the Accreditee shall supply DFE Data to DFE as requested and in the format specified by DFE.

10. If DFE Data is corrupted, lost or sufficiently degraded as a result of the Accreditee's Default so as to be unusable, DFE may:

10.1 require the Accreditee at the Accreditee's expense to restore or procure the restoration of DFE Data as soon as practicable; and/or

10.2 itself restore or procure the restoration of DFE Data and may invoice the Accreditee for any reasonable expenses incurred in doing so.

11. If at any time the Accreditee suspects or has reason to believe that DFE Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, the Accreditee shall notify DFE immediately and inform DFE of the remedial action the Accreditee proposes to take.

12. The Accreditee shall comply, and shall procure that Personnel comply, with DFE’s Security Standards as set out in the annexe to this schedule 8 and the Security Plan.

13. The Accreditee shall ensure that the Security Plan fully complies with DFE Security Standards.

14. DFE shall notify the Accreditee of any changes to DFE Security Standards.

15. If the Accreditee believes that a change to DFE Security Standards will have a material and unavoidable effect on its costs it may submit a request for a Variation in accordance with the Change Control Procedure. Any request must include evidence of the cause of any increased costs and the steps it has taken to mitigate those costs.

16. Until a Variation is agreed pursuant to paragraph 15 the Accreditee shall continue to perform the Services in accordance with its existing obligations.

17. The Accreditee shall use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the Accreditee's ICT.

18. Notwithstanding paragraph17, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption DFE Data, assist each other to mitigate any losses and to restore the Services to their maximum operating efficiency.

19. Any cost arising out of the actions of the Parties taken in compliance with paragraph 18 shall be borne:

19.1 by the Accreditee if the Malicious Software originates from the Accreditee’s software, any software owned by a third party or DFE Data whilst under the control of the Accreditee; and

19.2 by DFE if the Malicious Software originates from DFE’s software or DFE Data whilst under the control of DFE.

**ANNEX to Schedule 5**

**DFE SECURITY STANDARDS**

1. The Accreditee shall comply with ISO/IEC/27001 and ISO/IEC27002 or equivalent standards.
2. The Accreditee shall apply the Government’s Protective Marking Scheme (“**GPMS**”) in respect of any DFE Data it handles in the course of providing the Services. If the Accreditee has an existing protective marking scheme it may continue to use this but must map the GPMS against it to ensure the correct controls are applied to DFE Data.
3. Any electronic transfer methods across public space or cyberspace must be protected via encryption which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme and the method shall be approved by DFE prior to being used to transfer any DFE Data. If the transfer, handling removable media or handling of portable ICT Equipment involves bulk personal data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
4. Any portable removable media (including but not limited to pen drives, memory sticks, CDs, DVDs, PDPs and USB devices) used to handle, store or process DFE Data, Personal Data and/or Sensitive Personal Data in connection with the Service, shall be under the configuration management of the sub-contractors providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. Should the transfer or handling of portable ICT involve bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
5. All portable ICT (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way DFE Data to deliver and support the service, shall be under the configuration management of the Sub-Contractor providing that part of the Service, shall be necessary to deliver the Service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme. If the transfer or handling of portable ICT involves bulk Personal Data the encryption shall be certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme.
6. All paper documents containing DFE Data shall be:
	1. securely protected whilst in the Contactor’s care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation; and
	2. transmitted, both within and outside the Accreditee’s Premises, in such a way as to ensure that no unauthorised person has access.
7. At the end of the Term or if ICT fails or becomes obsolete, all ICT holding DFE Data shall be securely cleansed or destroyed using a CESG approved product or method. If this is not possible for legal, regulatory or technical reasons the Accreditee shall protect the ICT until such time as it can be securely cleansed or destroyed.
8. Access by Personnel to DFE Data shall be confined to Personnel who need to know because their access is essential for the delivery of the Service. All Personnel with direct or indirect access to DFE Data must be subject to pre-employment checks equivalent to or higher than the BPSS.
9. Personnel who handle DFE Data must have annual awareness training in protecting information.
10. The Accreditee shall have robust business continuity arrangements and processes including disaster recovery plans and procedures compliant with ISO22301 to ensure that the delivery of the Contract is not adversely affected if there is an incident.
11. Any non-compliance with DFE Security Standards, or any suspected or actual breach of the confidentiality or integrity of DFE Data being handled in the course of providing the Services, shall be immediately escalated to DFE.
12. The Accreditee shall ensure that any systems and hosting environments that are used to hold DFE Data being handled, stored or processed in the course of providing the Services are subject to IT Security Health Checks at least annually. The Accreditee shall inform DFE if there are any results of IT Security Health Checks which are relevant to the Service and shall promptly complete any necessary remedial work which is identified.
13. The Accreditee shall keep an audit trail of where DFE’s Data is held, including all ICT. DFE may audit the Accreditee with 24 hours’ notice in respect of the Accreditee’s compliance with this schedule 8.

**Schedule 6**

**Commercially Sensitive Information**

[Insert details of commercially sensitive information]

**Schedule 7**

**Accreditee’s Solution**

[Insert information provided by Accreditee during application process]

1. The listed examples should be regarded as **indicative**. Providers will be expected to work with participants to ensure that the course(s) they offer meet the needs of a given applicant. [↑](#footnote-ref-1)
2. The listed examples should be regarded as **indicative**. Providers will be expected to work with participants to ensure that the course(s) they offer meet the needs of a given applicant. [↑](#footnote-ref-2)
3. Accredited providers will be required to submit annual recruitment targets for each NPQ level offered. [↑](#footnote-ref-3)
4. The target percentage will be adjusted for each accredited provider to reflect the nature of the school population in their area of operation and notified to the provider by DfE. See section 5 and Annex A for further details. [↑](#footnote-ref-4)
5. The target percentage will be adjusted for each accredited provider to reflect the nature of the relevant teaching population in their specified area of operation. See section 5 and Annex A for further details. [↑](#footnote-ref-5)
6. A sample of participants’ assessment scripts will be subject to national moderation by DfE/its QA Agent. See section 5 for further details. [↑](#footnote-ref-6)