Order Schedule 24 (Special Terms)

The following Special Terms are incorporated into this Order Contract:

1. New Definitions

1.1 The following words shall have the following meanings for the purposes of this Order Contract and they shall supplement Joint Schedule 1 (Definitions):

"Academic Year"	1 September to 31 August in the following year;
"Actual Programme Funds"	the amount of Programme Funding made available by the Buyer during the Initial Period in respect of the Turing 2 Cohort;
"Anticipated Programme Funds"	one hundred and ten million pounds (£110,000,000) being the anticipated Programme Funding in respect of the Turing 2 Cohort;
"Buyer Security Standards"	the security standards as set out in Order Schedule 26 (Buyer Security Standards);
"Employee Liabilities"	has the meaning given to it in the definition of "Employee Liability" within Order Schedule 2 (Staff Transfer);
"Former Supplier"	has the meaning given to it in Order Schedule 2 (Staff Transfer);
"Mobility"	a period of study or work experience overseas;
"Programme Funding"	has the meaning given to it in Schedule 25 (Programme Funding);
"Relevant Transfer Date"	has the meaning given to it in Order Schedule 2 (Staff Transfer);
"Turing 1 Cohort"	the Cohort who commence Mobility in the Academic Year 2021/2022;
"Turing One Grant Agreement(s)"	has the meaning given to it in Order Schedule 24 (Special Terms);
"Turing 2 Cohort"	the Cohort who commence Mobility in the Academic Year 2022/2023;
"Turing Scheme"	the scheme to provide funding for education providers and organisations across the UK and British Overseas Territories to deliver education mobilities that enable their students, learners and pupils to go on structured study and traineeships around the world;
"Transferring Former Supplier Employees"	has the meaning given to it in Order Schedule 2 (Staff Transfer).

1.2 The following definitions in Joint Schedule 1 (Definitions) shall be amended to read as follows:

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

2. Anticipated Programme Funds

2.1 The Supplier acknowledges that the Actual Programme Funds may not be of the same value as the Anticipated Programme Funds and the Buyer gives no warranty as to the value of Actual Programme Funds.

2.2 If the Actual Programme Funds are greater than one hundred and twenty per cent (120%) of the Anticipated Programme Funds, then the Supplier may request a Variation to the Order Contract and such Variation request shall be dealt with in accordance with the provisions of Clause 24 of the Core Terms save that in the event that such Variation request cannot be agreed then either the Buyer or the Supplier may refer the matter to be determined in accordance with Clause 34 (Resolving Disputes) of the Core Terms.

2.3 If the Actual Programme Funds are less than eighty per cent (80%) of the Anticipated Programme Funds, then without prejudice to any other terms of this Order Contract, the Supplier agrees that the Buyer shall be entitled to a reduction in the Order Charges and such reduction shall be dealt with and determined as a Buyer requested Variation in accordance with Clause 24 of the Core Terms.

3. Programme Funding

3.1 Without prejudice to any other provisions of this Order Contract, the Parties shall comply with their respective obligations in respect of the management and administration of Programme Funding for the Services as set out in Order Schedule 25 (Programme Funding).

3.2 Notwithstanding Clause 11 of the Core Terms, the Supplier does not exclude or limit its liability to the Buyer in respect of its obligation in Order Schedule 25 (Programme Funding) to recover and return to the Buyer any Programme Funding paid in error as a result of the acts or omissions of the Supplier.

3.3 The Supplier will procure the novation of the Turing One Grant Agreements from the Former Supplier to itself by no later than 1 April 2022 and will comply with any instructions issued by the Buyer to the Supplier in respect of the same.

4. Insurance

4.1 The Parties agree to amend the Annex to Joint Schedule 3 (Insurance Requirements) as follows:

4.1.1 Paragraph 1.1 shall be amended to read as follows:

"*professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);"*

4.1.2 Paragraph 1.2 shall be amended to read as follows:

"*public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and*"

5. TUPE Provisions

5.1 Without prejudice to Paragraph 3.1 of Part B of Order Schedule 2, and subject to Paragraph 3.2 of Part B of Order Schedule 2, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising from or as a result of:

5.1.1 all emoluments and outgoings in relation to the Transferring Former Supplier Employees (including without limitation all wages, bonuses, PAYE, national insurance contributions, pension contribution and otherwise) payable on or after the Relevant Transfer Date;

5.1.2 any claim arising out of the provision of, or proposal by the Supplier to make any change to any benefit, term or condition or working condition of any Transferring Former Supplier Employee in respect of the period on or after the Relevant Transfer Date;

5.1.3 any failure by the Supplier to comply with the obligations imposed on a transferee by Regulation 13(4) of the Employment Regulations in respect of the transfer of any Transferring Former Supplier Employees on or after the Relevant Transfer Date except to the extent such failure is caused by or related to an act or omission of the Former Supplier; and/or

5.1.4 any statement communicated to or action done by the Supplier, to or in respect of, any Transferring Former Supplier Employee during any period, whether before, on or after the Relevant Transfer Date, which has not been agreed in advance with the Former Supplier in writing.

6. Department Security Standards

6.1 The Supplier shall comply with the Department Security Standards as set out in Order Schedule 26 (Buyer's Security Standards) in respect of the Services.

7. Intellectual Property Rights

7.1 The Parties agree to amend Clause 9.2 of the Core Terms to read as follows:

"*Any New IPR created under a Contract is owned by the Buyer. The Supplier hereby assigns to the Buyer all of its right, title and interest in and to any New IPR created under a Contract, with effect from their creation, including the right to bring, make, oppose, defend and appeal proceedings, claims and actions, and to obtain relief (including damages and other remedies for infringement) occurring prior to, on or after the date of such assignment. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period*."

7.2 [redacted]

7.3 [redacted]

8. Welsh Language Act 1993

In providing the Services the Contractor shall, and shall procure that its employees, consultants, agents or Sub-Contractors shall comply with the Welsh Language Act 1993.

9. [redacted]

9.1 [redacted]

9.2

9.3

9.4