



Standards  
& Testing  
Agency

**Monitoring of national curriculum assessments'  
administration**

**Contract Number STA 0077**

# Monitoring of national curriculum assessments' administration

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### **Contract for monitoring of national curriculum assessments' administration**

THIS CONTRACT is dated 3 December 2013

### **Parties and Recitals**

#### **Parties**

- (1) The Secretary of State for Education whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT ("the Department"); and
- 2) AQA Education whose registered address is Devas Street, Manchester, M15 6EX.

#### **Recitals**

The Contractor has agreed to provide services for monitoring, data collection and reporting in relation to security and administration of the national curriculum tests and assessments on the terms and conditions set out in this Contract.

The Department's reference number for this Contract is STA 0077.

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### 1 Interpretation

1.1 In this Contract, the following words shall mean:

"the Services"	the services to be performed by the Contractor as described in Schedule 1
"the Contract Manager"	William Emms, Department for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
"the Contractor's Contract Manager"	Jonathan Couper, AQA Education Stag Hill House, Guildford, Surrey GU2 7XJ
"Confidential Information"	all 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 but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party
"Contracting Authority"	any Contracting Authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Department
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor
"Crown"	Queen Elizabeth II and any successor
"Crown Body"	any department, office or agency of the Crown

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"Environmental Information Regulations"	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation
"Her Majesty's Government"	the duly elected Government for the time being during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of FOIA
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998
"Property"	the property, other than real property, issued or made available to the Contractor by the Department in connection with the Contract
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales

- 1.2 References to "Contract" mean this contract (and include the Schedules). References to "Clauses" and "Schedules" mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.
- 1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

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### **2 Commencement and Continuation**

- 2.1 This contract commences on 1st November 2013 and (unless terminated at an earlier date in accordance with its terms) shall expire on 31st October 2015 (the "Initial Period") or at the end of any Renewal Period required by DfE in accordance with this Clause, whichever is the later.
- 2.2 At least (3) months prior to the expiry of the Initial Period and each Renewal Period (as the case may be), the Supplier shall give DfE written notice of the impending expiry of this contract and of DfE's right to extend it pursuant to this Clause 2.
- 2.3 DfE may, by giving the Supplier one (1) month's prior written notice (such notice to expire no later than the end of the Initial Term, or if applicable, any Renewal Period) extend the Term for further periods of one (1) year each (each such period being a "Renewal Period"). DfE may exercise this right twice. During any Renewal Period the terms and conditions of this Agreement shall continue unchanged in full force and effect.

### **3 Contractor's Obligations**

- 3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1 and the special conditions set out in Schedule 3. Where there is any conflict between the terms of this Contract and the special conditions set out in Schedule 3, the special conditions shall prevail.
- 3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.
- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to any provision and to any regulations made under it.

### **4 Department's Obligations**

- 4.1 The Department will comply with the payment provisions of Schedule 2 provided that the Department has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Department.

### **5 Changes to the Department's Requirements**

- 5.1 The Department shall notify the Contractor of any material change to the Department's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Department, provided that it shall be entitled to reasonable payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs shall be agreed between the parties in writing.

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### **6 Management**

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services as shown in Schedule 4.
- 6.2 The Contractor will meet with the Contract Manager on a regular basis, frequency depending on timing of deliverables or milestones, to discuss progress and any associated risks and/or issues, amongst other things.
- 6.3 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

### **7 Contractor's Employees and Sub-Contractors**

- 7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or Sub-contractors (or their employees) are suitable in all respects to perform the Services.
- 7.3 The Contractor shall immediately notify the Department if it has any concerns regarding the propriety of any of its Sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4 The Contractor, its employees and Sub-contractors (or their employees), while on Departmental premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.
- 7.5 The Contractor shall ensure the security of all the Property while in its possession, during the supply of the Services, in accordance with the Department's reasonable security requirements as required from time to time.

### **8 Copyright**

- 8.1 Copyright in all reports and other documents and materials arising out of the performance by the Contractor of its duties under this Contract are to be assigned to and shall vest in the Crown absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

### **9 Warranty and Indemnity**

- 9.1 The Contractor warrants to the Department that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Department to expect in all the circumstances.

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The Department will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.

- 9.2 Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Department shall be entitled, where appropriate, to:
- 9.2.1 require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Department; or
  - 9.2.2 assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
  - 9.2.3 The Contractor shall be liable for and shall indemnify the Department in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Department or otherwise arising out of or in the course of or caused by the provision of the Services.
- 9.3 The Contractor shall be liable for and shall indemnify the Department against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor.
- 9.4 All property of the Contractor while on the Department's premises shall be there at the risk of the Contractor and the Department shall accept no liability for any loss or damage howsoever occurring to it.
- 9.5 The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

## 10 Termination

- 10.1 This Contract may be terminated by either party giving to the other party at least three months' notice in writing.
- 10.2 In the event of any breach of this Contract by either party, the other party may

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serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.

- 10.3 In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 10.4 This Contract may be terminated by the Department with immediate effect by notice in writing if at any time:
- 10.4.1 the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors;
  - 10.4.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof;
  - 10.4.3 the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed;
  - 10.4.4 the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;
  - 10.4.5 there is a change in the legal or beneficial ownership of 50 per cent or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Department in writing. For the purpose of this Sub-Clause 10.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
  - 10.4.6 the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct;
  - 10.4.7 the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
  - 10.4.8 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;
  - 10.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes; or
  - 10.4.10 the Contractor fails (or being a company, any officers or representatives

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of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Department in or pursuant to this Contract.

- 10.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

### 11 Status of Contractor

- 11.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Department.
- 11.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Department.

### 12 Confidentiality

- 12.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:
- 12.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and
  - 12.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 12.2 Clause 12 shall not apply to the extent that:
- 12.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);
  - 12.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - 12.2.3 such information was obtained from a third party without obligation of confidentiality;
  - 12.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
  - 12.2.5 such information is independently developed without access to the other party's Confidential Information.
- 12.3 The Contractor may only disclose the Department's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to

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confidentiality.

- 12.4 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Department's Confidential Information received otherwise than for the purposes of this Contract.
- 12.5 The Contractor shall ensure that their employees, servants or such professional advisors or consultants as are engaged in connection with the provision of the Services are aware of the Contractor's obligations under this Contract.
- 12.6 Nothing in this Contract shall prevent the Department from disclosing the Contractor's Confidential Information:
- 12.6.1 to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
  - 12.6.2 to any consultant, contractor or other person engaged by the Department or any person conducting an Efficiency and Reform Group gateway review;
  - 12.6.3 for the purpose of the examination and certification of the Department's accounts; or
  - 12.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Department has used its resources.
- 12.7 The Department shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Department's obligations of confidentiality.
- 12.8 Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of intellectual property rights.
- 12.9 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not Confidential Information. The Department shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.
- 12.10 Subject to Clause 12.9, the Contractor hereby gives its consent for the Department to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

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12.11 The Department may consult with the Contractor to inform its decision regarding any redactions but the Department shall have the final decision in its absolute discretion.

12.12 The Contractor shall assist and co-operate with the Department to enable the Department to publish this Contract.

### 13 Freedom of Information

13.1 The Contractor acknowledges that the Department is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Department to enable the Department to comply with its information disclosure obligations.

13.2 The Contractor and its Sub-contractors shall:

13.2.1 transfer to the Department all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

13.2.2 provide the Department with a copy of all Information in its possession or power in the form that the Department requires within five Working Days (or such other period as the Department may specify) of the Department's request; and

13.2.3 provide all necessary assistance as reasonably requested by the Department to enable the Department to respond to the Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Department shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations.

13.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Department.

13.5 The Contractor acknowledges that (notwithstanding the provisions of this Clause 13) the Department may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of FOIA ("**the Code**"), be obliged under FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:

13.5.1 in certain circumstances without consulting the Contractor; or

13.5.2 following consultation with the Contractor and having taken its views into account;

provided always that where 13.5.1 applies the Department shall, in accordance with any recommendations of the Code, take reasonable steps, where

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appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

- 13.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Department to inspect such records as requested from time to time.

### **14 Access and Information**

- 14.1 The Contractor shall provide access at all reasonable times to the Department's internal auditors or other duly authorised staff or agents to inspect such documents as the Department considers necessary in connection with this Contract and where appropriate speak to the Contractor's employees.

### **15 Transfer of Responsibility on Expiry or Termination**

- 15.1 The Contractor shall, at no cost to the Department, promptly provide such assistance and comply with such timetable as the Department may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Department shall be entitled to require the provision of such assistance both prior to and for a reasonable period of time after the expiry or other termination of this Contract as shown in Schedule 5.
- 15.2 Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedules.
- 15.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Department to ensure an orderly transfer of responsibility.

### **16 Tax Indemnity**

- 16.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 16.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 16.3 The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it.
- 16.4 A request under Clause 16.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.

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- 16.5 The Department may terminate this contract if:
- (a) in the case of a request mentioned in Clause 16.3 above the Contractor:
    - (i) fails to provide information in response to the request within a reasonable time, or
    - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 16.1 and 16.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 16.4 above, the Contractor fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when Clauses 16.1 and 16.2 apply, the Contractor is not complying with those Clauses.
- 16.6 The Department may supply any information which it receives under Clause 16.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 16.7 The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and NICs which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.8 The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 16.9 The Contractor shall indemnify the Department against any liability, assessment or claim made by HM Revenue and Customs or any other relevant authority arising out of the performance by the parties of their obligations under this Contract (other than in respect of employer's secondary NICs) and any costs, expenses, penalty fine or interest incurred or payable by the Department in connection with any such assessment or claim.
- 16.10 The Contractor authorises the Department to provide HM Revenue and Customs and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under this Contract whether or not the Department is obliged as a matter of law to comply with such requests.

## **17 Amendment and variation**

- 17.1 No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Department may have in place from time to time. Change Control

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Procedures are given in Schedule 6.

### **18 Assignment and Sub-contracting**

- 18.1 The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Department. Such consent may be given subject to any conditions which the Department considers necessary. The Department may withdraw its consent to any Sub-contractor where it no longer has reasonable grounds to approve of the Sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

### **19 The Contract (Rights of Third Parties) Act 1999**

- 19.1 This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

### **20 Waiver**

- 20.1 No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

### **21 Notices**

- 21.1 Any notices to be given under this Contract shall be delivered personally or sent by post or by facsimile transmission to the Contract Manager (in the case of the Department) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

### **22 Dispute resolution**

- 22.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.
- 22.2 Any dispute not capable of resolution by the parties in accordance with the terms of Clause 22 shall be settled as far as possible by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.
- 22.3 No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.

### **23 Discrimination**

- 23.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether on

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the grounds of race, gender, religion or belief, disability, sexual orientation or otherwise) in employment.

- 23.2 The Contractor shall take all reasonable steps to secure the observance of Clause 23.1 by all servants, employees or agents of the Contractor and all suppliers and Sub-contractors employed in the execution of the Contract.

### **24 Law and Jurisdiction**

- 24.1 This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

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As witness the hands of the parties

<b>Authorised to sign for and on behalf of AQA Education:</b>	
Signature:	
Name in CAPITALS:	DARRYL NUNN
Position in Organisation:	Director of Finance
Address in full:	AQA Education Stag Hill House Guildford Surrey GU2 7XJ
Date:	

<b>Authorised to sign for and on behalf of the Secretary of State for Education:</b>	
Signature:	<i>L M Ward (electronic)</i>
Name in CAPITALS:	LUCINDA WARD
Position in Organisation:	Head of Operational Support
Address in full:	Standard and Testing Agency 53-55 Butts Road Coventry West Midlands CV1 3BH
Date:	

### Schedule 1 – Services to be delivered

#### 1 Background

- 1.1 The Standards and Testing Agency (STA) is an executive agency of the Department for Education. The STA's main functions are to:
- develop high quality and rigorous national curriculum tests and assessments in line with Ministerial policy;
  - undertake operational delivery of national curriculum tests and assessments (including printing, distribution, marking and data capture of tests as appropriate);
  - support schools and other stakeholders to deliver national curriculum tests and assessments;
  - support and implement arrangements for moderation of teacher assessment judgements.
- 1.2 STA is responsible for developing and delivering the national curriculum tests and assessments and ensuring their proper and safe production and administration. These assessments operate across the Early Years Foundation Stage (EYFS) and key stages 1, 2 and 3 and are used by a wide range of maintained and other schools.

#### 2 Summary of Services to be delivered

- 2.1 The Contractor shall use all reasonable endeavours to deliver the Services as required in the Department's Specification of Service Requirement issued on 13<sup>th</sup> August 2013 and in accordance with their tender dated 4<sup>th</sup> September 2013 and subsequent clarifications (relevant extracts from the Contractor's tender are re-produced in Schedule 7).
- 2.2 In summary, the Contractor shall:
- 2.2.1 Monitor key stage 2 tests at a sample of independent schools and those academies that have chosen to be monitored by STA;
  - 2.2.2 Collect and report on monitoring visits for the key stage 2 national curriculum tests and the phonics screening check;
  - 2.2.3 Provide monitoring visits, data collection and reporting for other assessments as required during the life of the contract.

#### 3 Detailed Services - Key stage 2 national curriculum tests

##### Monitoring Visits

- 3.1 The Contractor shall visit independent and non-maintained schools, and academies participating in the key stage 2 national curriculum tests.
- 3.2 The Contractor shall make unannounced visits to a sample of all independent and non-maintained schools and academies that have not opted for local authority monitoring participating in the key stage 2 national curriculum tests.

## **Monitoring of national curriculum assessments' administration**

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### **Recruitment of monitoring visitors**

- 3.3 The Contractor shall recruit an appropriate number of suitable people with an appropriate geographical spread to conduct the visits. Monitoring visitors shall have experience of monitoring, invigilation or administration of tests. They will be acting on behalf of STA, and are hereafter referred to as 'STA Representatives'.

### **Training of monitoring visitors**

- 3.4 The Contractor shall train the STA Representatives recruited to undertake the visits. STA will support the training of the STA Representatives through provision of published guidance on the administration of the tests and how to conduct monitoring visits.

### **Disclosure and Barring Service (DBS) clearances**

- 3.5 The Contractor shall ensure that all STA Representatives who are undertaking monitoring visits have enhanced Disclosure and Barring Service (DBS) clearance to work with children and young people.

### **Choosing the schools to be monitored**

- 3.6 STA will provide details of the key stage 2 independent schools and academies which have chosen not to be monitored by their local authority. The Contractor shall draw a sample including schools in each local authority in England. This sample shall include at least 10 per cent of the total number of independent and non-maintained schools and academies that have not opted for local authority monitoring - approximately 50 visits. The Contractor shall visit at least one independent or non-maintained school or academy in every local authority.

### **Timings and split of visits**

- 3.7 The Contractor shall make visits before, during and after the key stage 2 test period in May.
- 3.8 'Before' is defined as the week before the tests are administered. At least 10 per cent of schools shall be visited in the Before period.
- 3.9 'During' is defined as the period during which tests are administered. 80 per cent of schools shall be visited in the During period.
- 3.10 'After' is defined as three days after which the last test has been administered. The remainder (up to 10 per cent of schools) shall be visited in the After period.

### **Collection and collation of monitoring visits information**

- 3.11 The Contractor shall collect and collate the monitoring visit information from the STA Representatives for analysis.
- 3.12 The Contractor shall collect and collate the monitoring visit information from local authority representatives for analysis.

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### **Chase activity for monitoring visits information from local authorities**

- 3.13 The Contractor shall contact any local authority to request monitoring visits information which has not been returned by the agreed deadline. STA will provide the Contractor with a list of contacts at local authorities.

### **Processing of monitoring visits information**

- 3.14 The Contractor shall process the monitoring visits information received from local authorities and STA Representatives to inform the reporting requirements.

### **Escalation of issues**

- 3.15 The Contractor shall escalate to STA's maladministration team any issues noted by local authority visitors or STA Representatives and recorded in the monitoring visits information for immediate attention.

### **Statistical data required**

- 3.16 After the monitoring information has been processed and any outstanding information chased, the Contractor shall produce a data file additional to the final report including a quantitative breakdown of monitoring visit statistics by local authority and STA Representatives.

### **Report on monitoring visits**

- 3.17 The Contractor shall produce a report using data gathered in the visits by STA Representatives to independent schools and academies and local authorities' visits to maintained schools. The report shall contain explanation of the purpose of the visits, description of methods used, detailed quantitative and qualitative analysis of the findings, recommendations for improvement and issues raised.
- 3.18 The report shall be submitted in draft format to STA by end of August in each year for review and comment. The final report shall be completed and submitted in Microsoft Word and in PDF format to the team manager for test administration by mid-October in each year that visits are carried out.

### **Report Content**

- 3.19 The following contents shall be used as a guideline. The Contractor shall amend the contents at the request of STA in the event of slight changes to reporting requirements:
- 3.19.1 explanation of the purpose of the visits;
  - 3.19.2 description of methods used;
  - 3.19.3 quantitative analysis of the monitoring exercise which shall include:
    - 3.19.3.1 numbers of visits by local authority representatives – broken down by Before, During and After the test taken;

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- 3.19.3.2 numbers of visits by STA Representatives – broken down by Before, During and After the test taken;
  - 3.19.3.3 total number of schools visited, broken down by local authority/STA Representative, and within this by number of schools visited, total number of schools and percentage of visits/total number of schools;
  - 3.19.3.4 timing of monitoring visits by key stage and local authority/STA Representative broken down by visits Before, During and After tests administered and percentage of each of the total visits;
  - 3.19.3.5 numbers of monitoring visits where irregularities were found by local authority/STA Representative and within this by number of schools visited, number of schools with an irregularity and percentage of irregularities out of the total visits. For these reports 'X', 'N' and combined 'X' and 'N' irregularities should form separate summaries.
- 3.19.4 qualitative analysis of the monitoring exercise which shall include:
- 3.19.4.1 analysis of schools' application of STA's procedures;
  - 3.19.4.2 common irregularities and possible explanations;
  - 3.19.4.3 issues raised;
  - 3.19.4.4 statistical appendices;
  - 3.19.4.5 recommendations for improvement of the monitoring exercise including future action for STA and for the Contractor;

## **4 Detailed Services – Phonics screening check**

### **Local Authority and STA monitoring visits**

- 4.1 The Contractor is not required to undertake monitoring visits for the phonics screening check.

### **Collection and collation of monitoring visits information**

- 4.2 The Contractor shall collect and collate the monitoring visit information from local authority representatives for analysis.

### **Chase activity for monitoring visits information from local authorities**

- 4.3 The Contractor shall contact any local authority to request monitoring visits information which has not been returned by the agreed deadline. STA will provide the Contractor with a list of contacts at local authorities.

### **Processing of monitoring visits information**

- 4.4 The Contractor shall process the monitoring visits information received from local authorities to inform the reporting requirements.

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### **Escalation of issues**

- 4.5 The Contractor shall escalate to STA's maladministration team any issues noted by local authority representatives and recorded in the monitoring visits information for immediate attention.

### **Statistical data required**

- 4.6 After the monitoring information has been processed and any outstanding information chased, the Contractor shall produce a data file additional to the final report including a quantitative breakdown of monitoring visit statistics by local authorities.

### **Report on monitoring visits**

- 4.7 The Contractor shall produce a report using data gathered by local authority representatives to maintained schools and STA staff visits to academies. The report shall contain explanation of the purpose of the visits, description of methods used, detailed quantitative and qualitative analysis of the findings, recommendations for improvement and issues raised.
- 4.8 The report shall be submitted in draft format to STA by end of September in each year for review and comment. The final report shall be completed and submitted in Microsoft Word and in PDF format to the team manager for test administration by mid-November in each year that visits are carried out.

### **Report content**

- 4.9 The following contents shall be used as a guideline. The Contractor shall amend the contents at the request of STA in the event of slight changes to reporting requirements:
- 4.9.1 explanation of the purpose of the visits;
  - 4.9.2 description of methods used;
  - 4.9.3 quantitative analysis of the monitoring exercise which shall include:
    - 4.9.3.1 numbers of visits by local authority representatives and STA staff – broken down by Before, During and After the test taken;
    - 4.9.3.2 total number of schools visited, broken down by local authority, and within this by number of schools visited, total number of schools and percentage of visits/total number of schools;
    - 4.9.3.3 timing of monitoring visits by key stage and local authority, broken down by visits Before, During and After tests administered and percentage of each of the total visits;
    - 4.9.3.4 numbers of monitoring visits where irregularities were found by local authority and within this by number of schools visited, number of schools with an irregularity and percentage of irregularities out of the total visits. For these reports 'X', 'N' and

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combined 'X' and 'N' irregularities should form separate summaries.

4.9.4 qualitative analysis of the monitoring exercise which shall include:

4.9.4.1 analysis of schools' application of STA's procedures;

4.9.4.2 common irregularities and possible explanations;

4.9.4.3 issues raised;

4.9.4.4 statistical appendices;

4.9.4.5 recommendations for improvement of the monitoring exercise including recommendations for future action for STA and for the Contractor.

### **5 Methodology**

5.1 The Contractor shall perform the tasks detailed in the Milestone Plan.

### **6 Milestone Plan**

6.1 The Contractor shall agree the Milestone Plan with STA by 17<sup>th</sup> January 2014.

### Schedule 2 – Charges and Payments

#### 1 Payments Table

- 1.1 Payments will be made as shown in the Payments Table (the “Table”) in Annex 1 to this Schedule 2.
- 1.2 All Services are based on the pricing provided by the Contractor in their Tender, as shown in the embedded document in Annex 1 to this Schedule 2.
- 1.3 Funds allocated to a particular expenditure heading in the Table are available for that expenditure heading only. Funds allocated to a particular accounting year are available for that accounting year only. The allocation of funds in the Table may not be altered except with the prior written consent of the Department.

#### 2 Accounts and Audit

- 2.1 The Contractor shall maintain full and accurate accounts for the Service against the expenditure headings in the Table. Such accounts shall be retained for at least 6 years after the end of the financial year in which the last payment was made under this Contract. Input and output VAT shall be included as separate items in such accounts.
- 2.2 The Contractor shall permit duly authorised staff or agents of the Department or the National Audit Office to examine the accounts at any reasonable time and shall furnish oral or written explanations of the account if required. The Department reserves the right to have such staff or agents carry out examinations into the economy, efficiency and effectiveness with which the Contractor has used the Department's resources in the performance of this Contract.

#### 3 Invoices

- 3.1 Invoices shall be prepared by the Contractor on the invoice dates specified in the Table in arrears and shall be detailed against the expenditure headings set out in the Table. The Contractor or its nominated representative or accountant shall certify on the invoice that the amounts claimed were expended wholly and necessarily by the Contractor on the Service in accordance with the Contract and that the invoice does not include any costs being claimed from any other body or individual or from the Department within the terms of another contract.
- 3.2 Invoices shall be sent, within 30 days of the invoice dates specified in the Table to Purchase to Pay, Shared Services, 3<sup>rd</sup> floor Companies House, Crown Way, Cardiff, CF14 3UW, quoting the Contract reference number. The Department undertakes to pay correctly submitted invoices within 10 days of receipt. The Department is obliged to pay invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Department. Any correctly submitted invoices that are not paid within 30 days may be subject to the provisions of the Late Payment of Commercial Debt (Interest) Act 1998. A correct invoice is one that:

- 3.2.1 is delivered in timing in accordance with the contract;

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- 3.2.2 is for the correct sum; is in respect of goods/services supplied or delivered to the required quality (or are expected to be at the required quality);
- 3.2.3 includes the date, supplier name, contact details and bank details;
- 3.2.4 quotes the relevant purchase order/contract reference and has been delivered to the nominated address.
- 3.3 If any problems arise in relation to invoicing matters the Contractor shall contact the Department's Contract Manager. The Department shall aim to reply to any complaint within 10 working days. The Department shall not be responsible for any delay in payment caused by incomplete or illegible invoices.
- 3.4 The Contractor shall have regard to the need for economy in all expenditure. Where any expenditure in an invoice, in the Department's reasonable opinion, is excessive having due regard to the purpose for which it was incurred, the Department shall only be liable to reimburse so much (if any) of the expenditure disallowed as, in the Department's reasonable opinion after consultation with the Contractor, would reasonably have been required for that purpose.
- 3.5 If this Contract is terminated by the Department due to the Contractor's insolvency or default at any time before completion of the Service, the Department shall only be liable under Clause 1 to reimburse eligible payments made by, or due to, the Contractor before the date of termination.
- 3.6 On completion of the Service or on termination of this Contract, the Contractor shall promptly draw-up a final invoice, which shall cover all outstanding expenditure incurred for the Service. The final invoice shall be submitted not later than 30 days after the date of completion of the Service.
- 3.7 The Department shall not be obliged to pay the final invoice until the Contractor has carried out all the elements of the Service specified as in Schedule 1.
- 3.8 It shall be the responsibility of the Contractor to ensure that the final invoice covers all outstanding expenditure for which reimbursement may be claimed. Provided that all previous invoices have been duly paid, on due payment of the final invoice by the Department all amounts due to be reimbursed under this Contract shall be deemed to have been paid and the Department shall have no further liability to make reimbursement of any kind.

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### Schedule 2 - Annex 1 – Payments Table and Pricing

#### 1 Payments Table

##### Key stage 2 monitoring visits

Item	Stage	Description of service	Breakdown (where applicable)	Timing	Price for	Price for	Price for	Price for	Price for	
					2014 cycle	2015 cycle	2016 cycle	2016 +1 cycle	2016 +1+1 cycle	
1	<b>Project set up</b>	Production of Project Initiation Document (PID) and Project plan		December/January	£ 792.50	£ 323.44	£ 329.06	£ 335.31	£ 341.88	
2a	<b>Conducting monitoring visits</b>	Recruitment and training of appropriate representatives to undertake monitoring visits	Preparation of briefing materials and despatch to monitoring visitors	end February	£ 3,151.13	£ 1,727.25	£ 1,757.13	£ 1,790.75	£ 1,825.63	
2b			Face to face briefing session - year 1 only		£ 13,711.25	£ -	£ -	£ -	£ -	
3		DBS clearance for monitoring visitors		end February	£ 1,925.00	£ 1,968.75	£ 2,012.50	£ 2,056.25	£ 2,100.00	
		<b>First payment 30<sup>th</sup> April - Project set up and recruitment of monitoring visitors</b>				<b>£ 19,579.89</b>	<b>£ 4,019.44</b>	<b>£ 4,098.69</b>	<b>£ 4,182.31</b>	<b>£ 4,267.51</b>
4a		Set up/update monitoring visit database	Create/update internal database	March/April	£ 2,306.25	£ 2,350.00	£ 2,400.00	£ 2,450.00	£ 2,500.00	
4b			Load incoming data, prepare database for allocations		£ 1,845.00	£ 1,880.00	£ 1,920.00	£ 1,960.00	£ 2,000.00	
5a		Sample of independent and non-maintained schools selected and allocated to visit	Allocate schools to monitoring visitors	April	£ 2,265.62	£ 2,310.00	£ 2,348.75	£ 2,393.13	£ 2,438.13	
5b			Advise monitoring visitors of allocations		£ 678.13	£ 692.50	£ 706.25	£ 720.63	£ 735.00	
6a	Conduct monitoring visits in independent and non-maintained schools and	Liaison with monitoring visitors and escalation of issues to STA		beginning to mid-May	£ 613.13	£ 625.00	£ 636.25	£ 648.75	£ 661.25	

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6b		academies and communicate any arising issues to STA for further action	Monitoring visitors fees		£ 14,420.00	£ 14,708.81	£ 15,002.63	£ 15,302.89	£ 15,610.25	
		<b>Second payment 30<sup>th</sup> June - Data set up and conducting monitoring visits</b>			<b>£ 22,128.13</b>	<b>£ 22,566.31</b>	<b>£ 23,013.88</b>	<b>£ 23,475.40</b>	<b>£ 23,944.63</b>	
7	<b>Data collection and processing</b>	Receive monitoring visits data from local authorities		mid-May – June	See below (Process monitoring visits data)					
8		Chase outstanding or low returning local authorities		mid-May – June	£ 368.13	£ 375.31	£ 381.56	£ 388.75	£ 395.94	
9		Process monitoring visits data and escalate issues reported by local authorities		June - July	£ 7,507.50	£ 7,653.75	£ 7,783.75	£ 7,930.00	£ 8,076.25	
10	<b>Reporting</b>	Production of monitoring visits issues statistical report (X, N, P report by local authority)		June - July	£ 1,383.75	£ 1,410.00	£ 1,440.00	£ 1,470.00	£ 1,500.00	
11		Production of report detailing Number/% monitoring visits per local authority report		June - July	As above (part of same report)					
12a		Production of final report on monitoring visits data	Preparation and production of statistical analysis		July - August	£ 5,535.00	£ 5,640.00	£ 5,760.00	£ 5,880.00	£ 6,000.00
12b			Produce draft report			£ 5,463.75	£ 5,571.25	£ 5,670.00	£ 5,778.13	£ 5,891.88
12c			Final report incorporating STA amendments		mid-October	£ 316.88	£ 323.13	£ 329.38	£ 335.63	£ 342.50
		<b>Third payment 30<sup>th</sup> October - Data collection and report production</b>			<b>£ 20,575.01</b>	<b>£ 20,973.44</b>	<b>£ 21,364.69</b>	<b>£ 21,782.51</b>	<b>£ 22,206.57</b>	
					£ 62,283.03	£ 47,559.19	£ 48,477.26	£ 49,440.22	£ 50,418.71	

\* Includes administrative cost (DBS fee 2013 = 44.00)

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### Phonics screening check

Item	Stage	Description of service	Breakdown (where applicable)	Timing	Price for	Price for	Price for	Price for	Price for
					2014 cycle	2015 cycle	2016 cycle	2016 +1 cycle	2016 +1+1 cycle
1	Project set up	Production of Project Initiation Document (PID) and Project plan		January/February	£ 792.50	£ 323.44	£ 329.06	£ 335.31	£ 341.88
2a		Set up/update monitoring visit database	Create/update internal database	April/May	£ 2,306.25	£ 2,350.00	£ 2,400.00	£ 2,450.00	£ 2,500.00
2b			Load incoming data, prepare database for allocations		£ 922.50	£ 940.00	£ 960.00	£ 980.00	£ 1,000.00
		<b>First payment 30<sup>th</sup> April - Project set up</b>				<b>£ 4,021.25</b>	<b>£ 3,613.44</b>	<b>£ 3,689.06</b>	<b>£ 3,765.31</b>
3	Data collection and processing	Receive monitoring visits data from local authorities	Liaison with and escalation of issues to STA	mid-June - July	£ 223.75	£ 228.13	£ 231.88	£ 236.25	£ 240.63
4		Chase outstanding or low returning local authorities		late June	£ 368.13	£ 375.31	£ 381.56	£ 388.75	£ 395.94
5		Process monitoring visits data and escalate issues reported by local authorities		July	£ 5,197.50	£ 5,298.75	£ 5,388.75	£ 5,490.00	£ 5,591.25
		<b>Second payment 30<sup>th</sup> July - Data collection</b>				<b>£ 5,789.38</b>	<b>£ 5,902.19</b>	<b>£ 6,002.19</b>	<b>£ 6,115.00</b>
6	Reporting	Production of monitoring visits issues statistical report (X and N report by local authority)		August	£ 1,383.75	£ 1,410.00	£ 1,440.00	£ 1,470.00	£ 1,500.00
7		Production of report detailing Number/% monitoring visits per local authority report		August	As above (part of same report)				
8a		Production of final report on monitoring visits data	Preparation and production of statistical analysis	September	£ 3,228.75	£ 3,290.00	£ 3,360.00	£ 3,430.00	£ 3,500.00

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8b		Produce draft report		£ 4,195.00	£ 4,277.50	£ 4,353.75	£ 4,436.88	£ 4,524.38
8c		Final report incorporating STA amendments	mid-November	£ 316.88	£ 323.13	£ 329.38	£ 335.63	£ 342.50
<b>Third payment 30<sup>th</sup> November - Production of reports</b>				<b>£ 9,124.38</b>	<b>£ 9,300.63</b>	<b>£ 9,483.13</b>	<b>£ 9,672.51</b>	<b>£ 9,866.88</b>
				£ 18,935.01	£ 18,816.26	£ 19,174.38	£ 19,552.82	£ 19,936.58

Combined Prices					
	Price for 2014 cycle	Price for 2015 cycle	Price for 2016 cycle	Price for 2016 +1 cycle	Price for 2016 +1+1 cycle
Key stage 2 tests monitoring	£ 62,283.03	£ 47,559.19	£ 48,477.26	£ 49,440.22	£ 50,418.71
Phonics screening check monitoring	£ 18,935.01	£ 18,816.26	£ 19,174.38	£ 19,552.82	£ 19,936.58
<b>Total cost</b>	<b>£ 81,218.04</b>	<b>£ 66,375.45</b>	<b>£ 67,651.64</b>	<b>£ 68,993.04</b>	<b>£ 70,355.29</b>

## 2 Pricing

2.1 Pricing for the contract term and optional extensions are shown in the document embedded below:



AQA Pricing 2014 -  
2018.xlsx

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### Schedule 3 – Special Conditions

#### 1 Interpretation

1.1 In this Contract the following words shall mean:

“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Charges"	the charges for the provision of the Services set out in and derived in accordance with schedule 2, including any Milestone Payment, Stage Payment or Service Charge;
“Contractor Personnel”	all employees, agents, and contractors of the Contractor and/or of any Sub-contractor;
“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" shall be interpreted accordingly;
"Default"	any breach of the obligations of the relevant party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant party, its employees, servants, agents or Sub-contractors in connection with or in relation to the subject-matter of this Contract and in respect of which such party is liable to the other;
"Delay"	the period of time by which the implementation of the Services is delayed arising from a failure to achieve a milestone;
“Departmental Assets”	Includes but not limited to Departmental premises, IT systems and information with a classification up to confidential;
“Department’s Data”	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 Contractor by

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or on behalf of the Department;

(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or

(iii) which are any Personal Data for which the Department is the Data Controller;

"Force Majeure Event"

any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor, the Contractor Personnel or any other failure in the Contractor or the Sub-contractor's supply chain;

"Insolvency Event"

the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:

- (a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;
- (b) the appointment of an administrator of or the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;
- (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for protection from its creditors;
- (d) the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) the entity entering into any arrangement,

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	compromise or compromise or composition in satisfaction of its debts with its creditors;
	However, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event;
"Personnel Security Standard"	a government wide requirement including checks on identity, employment history, nationality and immigration status and the declaration of unspent criminal records;
"Regulated Activity"	in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;
"Regulated Activity Provider"	as defined in Section 6 of the Safeguarding Vulnerable Groups Act 2006;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees 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 this Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
"Required Action"	has the meaning given in Schedule 3, Clause 2. (Step-In Rights);
"Sub-contractor"	any third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

## 2 Step-In Rights

- 2.1 The Department may take action under this clause in the following circumstances:
- 2.1.1 there is a Default entitling the Department to terminate in accordance with the termination clause;
  - 2.1.2 there is a Default by the Contractor that is materially preventing or

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- materially delaying the performance of the Services or Project or any part of the Services or Project;
- 2.1.3 there is a Delay that has, or the Department reasonably anticipates will, result in the Contractor's failure to achieve a milestone;
- 2.1.4 a Force Majeure Event occurs which materially prevents or materially delays the performance of the Services or any part of the Services;
- 2.1.5 where the Contractor is not in breach of its obligations under this Contract but the Department considers that the circumstances constitute an emergency;
- 2.1.6 where a Regulatory Body has advised the Department that the exercise by the Department of its rights under this clause is necessary;
- 2.1.7 because a serious risk exists to the health or safety of persons, property or the environment; or
- 2.1.8 to discharge a statutory duty; and/or on the occurrence of an Insolvency Event in respect of the Contractor.

### **Action to Be Taken Prior To Exercise Of the Right of Step-in**

- 2.2 Before the Department exercises its right of step-in under this Clause 2 it shall permit the Contractor the opportunity to demonstrate to the Department's reasonable satisfaction within five Working Days that the Contractor is still able to provide the Services in accordance with the terms of this Contract and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Department to take action.
- 2.3 If the Department is not satisfied with the Contractor's demonstration pursuant to clause 2.2, the Department may:
  - 2.3.1 where the Department considers it expedient to do so, require the Contractor by notice in writing to take those steps that the Department considers necessary or expedient to mitigate or rectify the state of affairs giving rising to the Department's right to step-in;
  - 2.3.2 appoint any person to work with the Contractor in performing all or a part of the Services or Project (including those provided by any Sub-contractor); or
  - 2.3.3 take the steps that the Department considers appropriate to ensure the performance of all or part of the Services or Project (including those provided by any Sub-contractor).
- 2.4 The Contractor shall co-operate fully and in good faith with the Department, or any other person appointed in respect of clause 2.3.2, and shall adopt any reasonable methodology in providing the Services or Project recommended by the Department or that person.

### Exercise of the Right of Step-in

- 2.5 If the Contractor fails to:
- 2.5.1 confirm within 10 Working Days of a notice served pursuant to clause 2.3.1 that it is willing to comply with that notice;
  - 2.5.2 work with a person appointed in accordance with clause 2.3.2; or
  - 2.5.3 take the steps notified to it by the Department pursuant to clause 2.3.3,
- then the Department may take action under this clause either through itself or with the assistance of any third party, provided that the Contractor may require any third party to comply with any reasonable and appropriate confidentiality undertaking.
- 2.6 If the Department takes action pursuant to clause 2.5, the Department shall serve notice ("Step-in Notice") on the Contractor. The Step-in Notice shall set out the following:
- 2.6.1 the action the Department wishes to take and in particular the Services it wishes to control;
  - 2.6.2 the reason for and the objective of taking the action and whether the Department reasonably believes that the primary cause of the action is due to the Contractor's Default;
  - 2.6.3 the date it wishes to commence the action;
  - 2.6.4 the time period which it believes will be necessary for the action;
  - 2.6.5 whether the Department will require access to the Contractor's premises; and
  - 2.6.6 to the extent practicable, the effect on the Contractor and its obligations to provide the Services during the period the action is being taken.
- 2.7 Following service of a Step-in Notice, the Department shall:
- 2.7.1 take the action set out in the Step-in Notice and any consequential additional action as it reasonably believes is necessary to achieve (together, the "Required Action");
  - 2.7.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;
  - 2.7.3 co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide any Services in relation to which the Department is not assuming control; and
  - 2.7.4 act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Department's rights under this clause.

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- 2.8 For so long as and to the extent that the Required Action is continuing, then:
- 2.8.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and
- 2.8.2 subject to clause 2.9, the Department shall pay to the Contractor the Charges after the deduction of any applicable Service Credits, Delay Payments and the Department's costs of taking the Required Action.
- 2.9 If the Required Action results in:
- 2.9.1 the degradation of any Services not subject to the Required Action; or
- 2.9.2 the non-achievement of a milestone,  
beyond that which would have been the case had the Department not taken the Required Action, then the Contractor shall be entitled to an agreed adjustment of the Charges, provided that the Contractor can demonstrate to the reasonable satisfaction of the Department that the Required Action has led to the degradation or non-achievement.
- 2.10 Before ceasing to exercise its Step in rights under this clause the Department shall deliver a written notice to the Contractor ("Step-Out Notice"), specifying:
- 2.10.1 the Required Action it has actually taken; and
- 2.10.2 the date on which the Department plans to end the Required Action ("Step-Out Date") subject to the Department being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 2.11.
- 2.11 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Working Days prior to the Step-Out Date, develop for the Department's approval a draft plan ("Step-Out Plan") relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of this Contract.
- 2.12 If the Department does not approve the draft Step-Out Plan, the Department shall inform the Contractor of its reasons for not approving it. The Contractor shall then revise the draft Step-Out Plan taking those reasons into account and shall re-submit the revised plan to the Department for the Department's approval. The Department shall not withhold or delay its approval of the draft Step-Out Plan unnecessarily.
- 2.13 The Contractor shall bear its own costs in connection with any step-in by the Department under this Clause 2, provided that the Department shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any step-in action taken by the Department under:
- 2.13.1 clauses 2.1.4 or 2.1.7 or
- 2.13.2 clauses 2.1.8, 2.1.9 and 2.1.10 (insofar as the primary cause of the Department serving the Step-In Notice is identified as not being the

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result of a Contractor's Default).

### 3 Data Protection

- 3.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 3, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing shall have the meaning prescribed under the Data Protection Act 1998.
- 3.2 The Contractor shall:
- 3.2.1 process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);
  - 3.2.2 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;
  - 3.2.3 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;
  - 3.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
  - 3.2.5 obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
  - 3.2.6 ensure that all Contractor 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 Clause 3;
  - 3.2.7 ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;
  - 3.2.8 notify the Department within five Working Days if it receives:
    - 3.2.8.1 a request from a Data Subject to have access to that person's Personal Data (where the processing of that Personal Data is or would be subject to this clause 3); or
    - 3.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

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- 3.2.9 provide the Department with full co-operation and assistance in relation to any relevant complaint or request made, including by:
- 3.2.9.1 providing the Department with full details of the complaint or request;
  - 3.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;
  - 3.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and
  - 3.2.9.4 providing the Department with any information requested by the Department;
- 3.2.10 permit the Department or any appointed representative of the Department (subject to reasonable and appropriate confidentiality undertakings) to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- 3.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and
- 3.2.12 not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Contractor (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:
- 3.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure
  - 3.2.12.2 the Contractor shall set out in its request for change details of the following:
    - (a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
    - (b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
    - (c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

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- (d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

3.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

3.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

- (a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and
- (b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Department on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).

3.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

## 4 Department's Data

4.1 The Contractor shall employ appropriate organisational, operational and technological processes and procedures to keep the Department's Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001 as appropriate to the services being provided to the Department.

4.2 The Contractor shall not delete or remove any proprietary notices contained

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within or relating to the Department's Data.

- 4.3 The Contractor shall not store, copy, disclose, or use the Department's Data except as necessary for the performance by the Contractor of its obligations under this Contract or as otherwise expressly authorised in writing by the Department.
- 4.4 To the extent that the Department's Data is held and/or processed by the Contractor, the Contractor shall supply the Department's Data to the Department as requested by the Department in the format specified by the Department.
- 4.5 The Contractor shall take responsibility for preserving the integrity of the Department's Data and preventing the corruption or loss of the Department's Data.
- 4.6 The Contractor shall ensure that any files containing the Department's Data are stored on the Contractor's secure servers and/or secured IT equipment. The Contractor shall ensure that the Department's Data relating to the project is segregated from other data on its IT systems.
- 4.7 The Contractor shall not keep the Department's Data on any laptop or other removable drive or device unless that laptop, other removable drive or device is protected by being fully encrypted and password protected, and the use of the device or laptop is necessary for the provision of the Services. Laptops shall have full disk encryption using either a CESSG (Communications Electronic Security Group) CAPS approved product or alternatively a product that complies with the FIPS 140-2 Standard. USB devices used for transferring the Department's Data shall be encrypted to the FIPS 140-2 Standard.
- 4.8 The Contractor shall keep an audit trail of where the Department's Data is held, including hardware, laptops, drives and devices.
- 4.9 The Contractor shall ensure that the Department's Data is stored in locked cabinets.
- 4.10 The Contractor shall ensure that the Department's Data is securely removed from its systems and any printed copies securely destroyed at the end of its provision of the Services, or on expiry or early termination of the contract. In complying with this clause, electronic copies of the Department's Data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software, using a minimum setting of US DOD overwriting standard (7 passes). Any hard copy shall be destroyed by cross-cut shredding and secure re-cycling of the resulting paper waste.
- 4.11 The Contractor shall perform secure back-ups of all the Department's Data and shall ensure that up-to-date back-ups are stored off-site. The Contractor shall ensure that such back-ups are available to the Department at all times upon request.
- 4.12 The Contractor shall ensure that any of the Department's Data to be sent

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between the Contractor's offices/staff, and/or the Sub-contractors, and/or any other third party are sent by CD or DVD and are fully encrypted and password protected. The Contractor shall ensure that the password for files is sent separately from the data to the named recipient of the data. The Department's Data shall be transferred by a secure courier or registered postal service (special delivery) and not by e-mail or on USB pens.

4.13 If the Department's Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Department may:

4.13.1 require the Contractor at the Contractor's expense to restore or procure the restoration of the Department's Data and shall do so as soon as practicable and/or

4.13.2 itself restore or procure the restoration of the Department Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so.

4.14 If at any time the Contractor suspects or has reason to believe that the Department's Data has or may become corrupted, lost or degraded in any way for any reason, then the Contractor shall notify the Department immediately and inform the Department of the remedial action the Contractor proposes to take.

## **5 Safeguarding Children and Vulnerable Adults**

5.1 The parties acknowledge that the Contractor is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

5.2 The Contractor shall ensure that all individuals engaged in the provision of the Services are:

5.2.1 registered with the Disclosure and Barring Service (DBS) in accordance with the Safeguarding Vulnerable Groups Act 2006 and regulations or orders made there under; and

5.2.2 are subject to a valid enhanced disclosure check undertaken through the DBS including a check against the adults' barred list or the children's barred list, as appropriate; and

5.3 On an annual basis the Contractor shall request checks against all individuals engaged in the provision of the Services to confirm that they remain suitable for this contract.

5.4 The Contractor warrants that at all times for the purposes of this Contract:

5.4.1 it is appropriately registered in relation to all persons who are or will be employed or engaged by the Contractor in the provision of the Services, and

5.4.2 it has no reason to believe that any such person is barred from the activity in accordance with the provisions of the Safeguarding

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Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

- 5.5 The Contractor shall immediately notify the Department of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 5 have been met.
- 5.6 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.

### **6 Personnel Security Standard**

- 6.1 The Contractor shall ensure that any person provided under this Contract including those of any sub-contractors, who have unsupervised access to Departmental Assets meet the Personnel Security Standards and shall provide evidence that the checks have been performed on request.
- 6.2 A breach of this Clause 6 shall entitle the Department to terminate the contract immediately.

### Schedule 4 – Management

#### 1 Service Management

- 1.1 This Schedule describes the arrangements for implementation, monitoring, review, including continuous improvement of the Services.

#### 2 Implementation

- 2.1 The Contractor shall employ PRINCE2 methodology and experienced PRINCE2 practitioners and project managers in the implementation and on-going management of the Services.
- 2.2 The Contractor shall produce a high level delivery plan as part of a project initiation document (PID) for each test cycle year, for agreement by STA. This document shall be produced by 17<sup>th</sup> January each year and include agreed milestones and deadlines as well as setting out clear change control procedures to be followed in the event of any alteration to the agreed deliverables of the contract.

#### 3 Service Reviews

- 3.1 Service Reviews provide an opportunity for the Department and the Contractor to discuss the end-to-end delivery of the Services which shall include but not be limited to:
- 3.1.1 planning;
  - 3.1.2 progress;
  - 3.1.3 risk management;
  - 3.1.4 issue management;
  - 3.1.5 continuous improvement;
  - 3.1.6 proposed changes;
  - 3.1.7 lessons learnt;
  - 3.1.8 exit management.
- 3.2 The Contractor shall agree a formal Service Review structure and plan by 17<sup>th</sup> January 2014.

## **Schedule 5 - Transfer of Responsibility on Expiry or Termination**

### **1 Introduction**

1.1 This Schedule describes the duties and responsibilities of the parties on expiry or termination of the Contract under the following circumstances:

1.1.1 transfer of the Services to STA or a replacement Contractor; or

1.1.2 cessation of the Services.

### **2 Sub-contractors**

2.1 The Contractor agrees to provide STA with details of the sub-contractors used in the provision of the Services. The Contractor will not restrain or hinder its sub-contractors from entering into contracts with STA or other prospective service providers for the delivery of supplies or services to STA or any replacement contractor in connection with the Services.

### **3 Transfer of Assets**

3.1 Three months prior to expiry or within one week of notice of termination of the Contract the Contractor shall deliver to STA an asset register comprising:

3.1.1 a list of all assets eligible for transfer to STA, being those assets which STA owns by law or under the terms of this Contract;

3.1.2 a list identifying all other assets, (other than human resources, skills and know-how), that are ineligible for transfer but which are essential to the delivery of the Project. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

3.2 Within one (1) month of receiving the Contractor's asset register as described above, STA shall notify the Contractor of the assets it requires to be transferred, ("the Required Assets") and the Contractor shall provide for the approval of STA a draft plan for asset transfer and the arrangements for testing of the assets when transferred (including [any website, software, other electronic systems, databases and data] to ensure satisfactory operational performance and functionality).

### **4 Required Assets**

4.1 In the event that the Required Assets are not located on STA premises:

4.1.1 the Contractor shall be responsible for the delivery of all the Required Assets to an authorised representative of STA or the replacement contractor to a location and at a time agreed with STA;

4.1.2 unless otherwise agreed, the Contractor shall be responsible for the installation of the Required Assets at the specified location. Following installation the Required Assets will be subjected to all necessary testing.

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- 4.2 The Contractor warrants that the Required Assets, and any components thereof, shall on delivery to STA (or the replacement contractor) benefit from any remaining manufacturer's warranty relating to the Required Assets at that time.

### **5 Transfer of Licences**

- 5.1 Not less than three months prior to expiry or within one week of notice of termination of the Contract the Contractor shall deliver to STA details of all licences used in the provision of the Services including the terms of any software licence agreements.

### **6 Transfer of Data**

- 6.1 In the event of expiry or termination of the Contract the Contractor shall cease to use the Data and, at the request of STA, shall destroy all such copies of the Data then in its possession to the extent specified by STA (provided that the Contractor has transferred the Data to STA).

- 6.2 Not less than three months prior to expiry or within one week of notice of termination of the Contract the Contractor shall deliver to STA:

- 6.2.1 an inventory of STA's Data, plus any other data required to support the Services;
- 6.2.2 a data structure definition covering STA's Data;
- 6.2.3 a proposed method for testing the integrity and completeness of the data transferred; and
- 6.2.4 a draft plan for the transfer of STA's Data and any other available data to be transferred.

### **7 Training Services on Transfer**

- 7.1 The Contractor shall comply with STA's reasonable instructions to identify and specify any training requirements following expiry or termination. The purpose of such training shall be to enable STA or a replacement contractor to adopt, integrate and utilise the data and assets transferred and to deliver equivalent Services to that previously provided by the Contractor.

- 7.2 The Contractor shall produce for STA's consideration and approval not less than three months prior to expiry or within one week of notice of termination of the Contract:

- 7.2.1 a training strategy, which details the required courses and their objectives;
- 7.2.2 training materials (including assessment criteria); and
- 7.2.3 a training plan of the required training events.

- 7.3 The Contractor shall schedule all necessary resources to fulfil the training plan,

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and deliver the training as agreed with STA.

### **8 Transfer Support Activities**

- 8.1 Where STA intends to continue equivalent Services to that delivered by the Contractor, either by performing it itself or by means of a replacement contractor, the Contractor shall use best endeavours to ensure the smooth transition to the replacement Services and shall deliver an updated Exit Management Plan to STA for its approval not less than three months prior to expiry or within one week of notice of termination of the Contract.

### **9 Exit Management Plan**

- 9.1 Within six months of the Contract start date and annually thereafter, the Contractor shall deliver a detailed plan of the tasks and responsibilities required to enable the transfer or cessation of the Services provided under the Contract. The Exit Management Plan shall include, but not be limited to:

- 9.1.1 a timetable of events;
- 9.1.2 resources;
- 9.1.3 assumptions;
- 9.1.4 activities;
- 9.1.5 responsibilities;
- 9.1.6 risks; and
- 9.1.7 proposals for the retention of key Personnel for the duration of the transition period.

### **10 Personnel**

- 10.1 Not less than three months prior to expiry or within one week of notice of termination of the Contract, the Contractor shall provide to STA, in a fully indexed and catalogued format, the following details:
- 10.1.1 full name and ages of all Personnel and, where Personnel are not engaged wholly in the performance of the Services, the Contractor shall provide details of the relevant Personnel's participation indicating the proportion of their time in which they are so engaged and how the remainder of their time is spent;
  - 10.1.2 details of Personnel and any other employees' terms and conditions of employment stating in particular dates of commencement of employment, salary, bonus and holiday entitlement, pension entitlement and other benefits (including benefits arising on termination of employment). A copy of the terms and conditions of employment relating to the Personnel and any other employees must also be provided;

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- 10.1.3 an indication of the activities performed by each member of Personnel or other employee; and
- 10.1.4 details of membership of any trade union and agreements (including collective agreements) with any trade union.

## **Schedule 6 – Change Control Procedures**

### **1 Principles**

- 1.1 Where the Department or the Contractor sees a need to change the Services the Department may at any time request, and the Contractor may at any time recommend, such change only in accordance with the Change Control Procedure as set out in this Schedule 6.
- 1.2 Neither the Department nor the Contractor shall unreasonably withhold its agreement to any change.
- 1.3 Until such time as a change is made in accordance with the Change Control Procedure, the Contractor shall, unless otherwise agreed in writing, continue to supply the Services as if the request or recommendation had not been made.
- 1.4 Any discussions which may take place between the Department and the Contractor in connection with a request or recommendation before the authorisation of a resultant change to the Services shall be without prejudice to the rights of either party.
- 1.5 Any work undertaken by the Contractor, its sub-contractors or agents which has not been authorised in advance by a change to the Services and which has not been otherwise agreed in accordance with the provisions of this Schedule shall be undertaken entirely at the expense and liability of the Contractor.

### **2 Procedures**

- 2.1 Discussion between the Department and the Contractor concerning a change to the Services shall result in any one of the following:
  - 2.1.1 no further action being taken;
  - 2.1.2 a request to change the Services by the Department; or
  - 2.1.3 a recommendation to change the Services by the Contractor.
- 2.2 Where a written request for an amendment is received from the Department, the Contractor shall, unless otherwise agreed, submit a Change Control Note (CCN) to the Department within two weeks of the date of the request.
- 2.3 A recommendation to amend by the Contractor shall be submitted as a CCN direct to the Department at the time of such recommendation.
- 2.4 A model CCN is provided at Annex 1 to this Schedule 6.
- 2.5 Each CCN shall contain:
  - 2.5.1 the title of the change;
  - 2.5.2 the originator and date of the request or recommendation for the change;

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- 2.5.3 the reason for the change;
  - 2.5.4 full details of the change including any specifications;
  - 2.5.5 the price, if any, of the change;
  - 2.5.6 a timetable for implementation together with any proposals for acceptance of the change;
  - 2.5.7 a schedule of payments if appropriate;
  - 2.5.8 details of the likely impact, if any, of the change on other aspects of the Services;
  - 2.5.9 the date of expiry of validity of the CCN; and
  - 2.5.10 provision for signature by the Department and by the Contractor.
- 2.6 For each CCN submitted the Department shall, within the period of the validity of the CCN:
- 2.6.1 allocate a sequential number to the CCN;
  - 2.6.2 evaluate the CCN and, as appropriate;
    - 2.6.2.1 request further information;
    - 2.6.2.2 approve the CCN; or
    - 2.6.2.3 notify the Contractor of the rejection of the CCN; and
  - 2.6.3 arrange for two copies of an approved CCN to be signed by or on behalf of the Department and the Contractor.
- 2.7 A CCN signed by both parties shall constitute an amendment to this Contract pursuant to Clause 17.

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### Schedule 6 – Annex 1 – Change Control Note

CHANGE CONTROL NOTE (CCN) – No [To be allocated by STA]			
Contract name & No:			
Originator:			
Date of CCN:		Expiry date:	
CCN Title			
<b>1. Reason for change:</b>			
<b>2. Details of change (including specification where appropriate):</b>			
<b>3. Price (if appropriate) to include cost breakdown and payment schedule:</b>			
<b>4. Implementation timetable:</b>			
<b>5. Impact of the change on the Services:</b>			
<b>6. Required changes to the Contract (Clauses and Schedules):</b>			

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<b>7. Authorised to sign for and on behalf of the Contractor:</b>	
Signature:	
Name in CAPITALS:	
Position in Organisation:	
Date:	
<b>8. Authorised to sign for and on behalf of the Department:</b>	
Signature:	
Name in CAPITALS:	
Position in Organisation:	
Date:	

**Schedule 7 – Relevant Extracts from the Contractor’s Tender**

**Table 11 - Methodology (30% of technical evaluation)**

Please provide details of how you will achieve the deliverables in the project. Include details of how you will collect and analyse the data. Identify the key issues that need to be addressed for a successful outcome and the principal risks and proposed mitigations.	
(maximum 1000 words)	Word Count - [995]
<p>Our first priority will be to liaise with the STA Maladministration Team regarding the capture of all the relevant information required from the monitoring visits. This will include review of the</p> <ul style="list-style-type: none"> <li>• content of the monitoring visit form and guidance documentation</li> <li>• format of data for the independent sample, all schools data and LA data</li> <li>• timing of receipt of the various data extracts</li> </ul> <p>This review will enable us to update our database application to underpin the delivery expectations of the new contract. It will also enable us to agree a suitable timeline allowing sufficient time for data checks and the optimum dates for receipt of the most up-to-date and accurate data.</p> <p>We appreciate the importance of establishing the exact requirements as the information collected is paramount to the analysis of the visit outcomes and providing accurate feedback to STA later in the process.</p> <p>Following satisfactory DBS clearance, we will appoint a group of suitably qualified monitoring visitors for Key Stage 2 who are experienced in monitoring and have the appropriate skills to identify any possible test administration failure. We will conduct a full day’s face-to-face training session to ensure that all the monitoring visitors are capable of carrying out the visits appropriately. In subsequent years, briefings will take the form of written guidance notes with any new developments or requests clearly highlighted. We will provide visitors with copies of the same documentation available for LAs and schools as soon as it becomes available for download from the STA website.</p> <p>We will use our bespoke database application to allocate monitoring visitors to independent schools and academies selected as part of the sample. This application is designed to monitor and display the percentage of visits allocated before, during and after the Key Stage 2 test window as we select schools to ensure we meet the STA criteria for proportion of visits to be made before, during and after the test week.</p> <p>We will balance visits across all LA areas, taking into account which schools have been visited most recently to avoid continuous repeat visits. We will ensure that single-sex faith schools are visited by a person of the same gender. Once the allocation is complete, we will send the data to STA for review and, where necessary, incorporate any changes requested before sending details to the monitoring visitors.</p> <p>During the monitoring visit period, members of the team responsible for the project will be available at all times. We understand this is vital so that monitoring visitors are able to raise any concerns while they are on site and receive a prompt response to their queries.</p>	

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If serious issues are raised with us, we will advise the STA Maladministration Team immediately.

If an unexpected, frequently occurring issue arises whilst monitoring visitors are in schools, we will liaise with STA to ensure that a consistent approach can be decided upon and convey this to the monitoring visitors.

A strict daily routine will be followed for checking all incoming monitoring visit forms to prioritise those which need to be escalated urgently to STA due to potential maladministration or malpractice.

As part of the on-going process of data entry, we will review the issues being highlighted by monitoring visitors and, if necessary, revise our database application to ensure that all issues can be appropriately recorded and analysed for statistical purposes.

We will identify LAs who have not returned forms by the deadline specified and contact them to request the missing forms be sent to us. Where the initial contact has a nil response we will make further approaches. Our next step will be to contact those LAs who have returned less than a 10 per cent sample to find out if there are any additional visit forms outstanding. These chases will help ensure that every LA understands the need to return its monitoring visit forms to fulfil their statutory obligations.

After the chases are complete we will conduct an initial analysis in order to generate a report for STA on the number/percentage of visits made by each LA and the number of X or N issues highlighted.

We will conduct a further detailed analysis of the monitoring visit data to form the basis of the quantitative analysis within the annual report. The contents of the monitoring forms will also be reviewed and this analysis will be used to provide qualitative supporting information. A draft report will be prepared for STA's review and any comments will be incorporated into the final version.

Risk	Countermeasure
<p>Illness/personal circumstances prevent monitoring visitors being available.</p> <p>Irregular pattern of schools to be visited across LAs leads to insufficient visitors to complete all visits.</p>	<p>Ensure we have a reserve pool of monitoring visitors available who can step in if necessary.</p>
<p>Monitors unable to attend training</p>	<p>Statutory requirement. Conduct extra sessions.</p>
<p>Delay in STA documentation causes delay to refresh of database application.</p>	<p>Liaise closely with STA to ensure that documentation is finalised in good time before the test cycle begins.</p>
<p>Late receipt of school sample data impacts on allocation process.</p>	<p>Liaise closely with STA to agree timelines for receipt of data.</p>

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	Additional staff employed by AQA to complete allocations in time before monitoring visit period.
Insufficient participating schools available for visiting because already visited in last 2 years.	Liaise closely with STA to ensure it is appropriate to re-visit some of these schools to meet the contract requirements.
Monitoring visitors give incorrect advice to schools.	Provide training for visitors beforehand. Where incidents of incorrect advice are raised, visitor to be advised of correct course of action. Repeated incidents will result in termination of the monitoring visitor's contract.
Unable to complete full analysis due to late receipt of monitoring visit forms from LAs.	Chase local authorities who fail to return forms on time. Agree a final cut-off date with STA after which completed forms will be excluded from analysis.
Incomplete details on monitoring visit forms.	Monitor forms carefully and provide feedback to STA on local authority performance. Advise STA of any follow-up action.

## Monitoring of national curriculum assessments' administration

**Table 12 - Expertise of allocated personnel (15% of technical evaluation)**

Please detail the capability of your personnel who will be directly involved in the provision of the Services, including sourcing and training of appropriately qualified representatives. CV's of key personnel should be included as embedded files below showing relevant skills and experience.	
(maximum 500 words)	Word Count - [400]
<p>The project team will be made up of individuals who have previous experience of dealing with this work. The team is led by Jonathan Couper, AQA's Head of Customer Intentions and a member of AQA's senior management team. Jonathan has extensive experience in customer facing roles alongside audit, investigations and compliance work. The Project Manager, Project Administrator and Database Manager have all been involved in the current Key Stage 2 monitoring visit contract and will continue in these capacities if we are successful in retaining the contract.</p> <p>All of these staff also have extensive experience within AQA, dealing with a wide range of issues relating to every aspect of the examination process from entries through to results and appeals work. All members of this team have also had experience working on the JCQ Centre Inspection Service contract which AQA currently holds on behalf of the JCQ awarding organisations. All of these staff are experienced in dealing directly with schools and colleges as well as liaising with other educational organisations, including STA, Ofqual, JCQ and other awarding organisations.</p> <p>The team of monitoring visitors is made up of individuals who have a broad knowledge and experience of education either as inspectors for the JCQ contract, monitoring visitors for the Key Stage 2 contract, or as previously employed full time members of senior staff within schools and colleges. All of the current team of monitoring visitors are fully aware of the need to conduct themselves in a professional and supportive manner in this environment whilst also making sure the Key Stage 2 tests are being administered appropriately. They fully understand the importance of this work and the need to ensure the security of the Key Stage 2 tests.</p> <p>We will provide training for all the monitoring visitors which will focus on the requirements of the role and the tasks which we need them to carry out. We will make use of all available STA publications relating to Key Stage 2 to ensure the training is in line with published guidelines and the requirements of the contract. In the first year of the contract this would be a face-to-face meeting with subsequent years' training taking the form of a briefing pack with telephone support as necessary. The face-to-face training will be a mixture of information sharing and providing opportunities for the monitoring visitors to share their own experiences through some form of interactive exercises.</p>	
 Key Personnel.pdf	

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**Table 13 - Service delivery to STA (10% of technical evaluation)**

STA requires a supplier who is responsive, flexible and can create a close working relationship. Please advise how you will meet these requirements and provide a high level of customer service.	
(maximum 500 words)	Word Count - [324]
<p>The existing team which is responsible for the current Key Stage 1 and 2 contract within AQA has built a good working relationship with STA and has liaised closely with the Maladministration Team over the time of this contract. That team would remain the same if we were to retain this contract.</p> <p>We have established lines of communication either by telephone, email or through face-to-face meetings which has strengthened this relationship over the time of the contract. We would expect this to continue in any new contract as we believe that effective communication is vital to the smooth running of this operation.</p> <p>We understand that a good working relationship is a critical success factor in contributing to the effective delivery of this project. We would be keen to continue working collaboratively, for example, on the content of the monitoring visit forms and guidance and to establish best working practice for exchange of data and completion of all necessary tasks to achievable agreed milestones.</p> <p>In the existing contract, which was awarded in 2010, we were initially asked to conduct monitoring visits and analysis of the Key Stage 2 tests. During the lifetime of that contract we were asked if we could also carry out the data collection and analysis work for the Key Stage 1 phonics screening checks. We were able to respond to that request in a short timeframe and our proposal for completion of this work was accepted by STA. This demonstrates our ability to respond quickly to any changes STA might wish to introduce and to react in a flexible manner by accommodating STA's requirements.</p> <p>We have also demonstrated that we are willing and able to provide any ad-hoc reports at very short notice at the request of the STA Maladministration team during the lifetime of the current contract. For example, we have recently been asked to provide data within a tight timescale relating to all schools visited between 2006 and 2012.</p>	

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**Table 14 - Customer satisfaction for schools (10% of technical evaluation)**

Please describe your experience of achieving customer satisfaction from schools. Include your proposed approach to receiving, handling and dealing with complaints and set out your escalation procedures.	
(Maximum 500 words)	Word Count - [307]
<p>AQA has considerable experience of dealing with schools and colleges and has a good reputation for providing clear and concise support and guidance to ensure that our customers can follow our procedures to achieve the desired outcomes. AQA is proud of the expertise of its staff and seeks to ensure that this is at the heart of all of its interactions with external customers.</p> <p>We will seek to ensure that our monitoring visitors are fully aware of the need to maintain a professional manner at all times during a monitoring visit. We will ensure that they are fully briefed on all aspects of the Key Stage 2 tests and are therefore able to provide appropriate guidance to schools whilst they are on the premises. Monitoring visitors must also be able to identify potential maladministration which must be highlighted to the schools in a tactful and diplomatic manner.</p> <p>On occasion, schools may feel that a monitoring visitor has not behaved appropriately and we will therefore have a complaints procedure in place for any concerns to be investigated and an appropriate response provided. In such situations, we would ask for confirmation of the complaint in writing from the school and also ask the monitoring visitor to provide their written account of the situation. This information would be scrutinised by the Project manager before a final decision is made on the response.</p> <p>The Project Manager will then provide a formal response to the school as soon as possible and will also keep STA informed of any situations until the case is resolved. In any situations where it is felt a monitoring visitor has not maintained an appropriate level of professionalism, they will not be retained on the monitoring visit team. If the school is dissatisfied with the Project Manager's response, the complaint will be referred to the project's Accountable Officer.</p>	

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**Table 15 - Project management (10% of technical evaluation)**

Please provide information about the project management methodology you will use to deliver the project, and how these will enable you to deliver a product to time and quality. Your response should include an outline project plan.	
(Maximum 500 words)	Word Count - [277]
<p>AQA uses PRINCE2 methodology for managing all of its internal projects. This contract will be treated as a project and will therefore follow this methodology. We will establish a high level project plan which can be agreed with STA staff to establish appropriate milestones for the delivery of this Key Stage 1 and Key Stage 2 work.</p> <p>During the annual cycle, the project team will hold regular meetings to ensure that all tasks remain on track to meet any agreed milestones. Any risks or issues highlighted will be documented and managed to ensure the project remains on track. We will maintain close liaison with STA colleagues at all times to ensure that the quality of the final outcomes is not compromised. If there are any significant difficulties for either AQA or STA which could jeopardise the timeline, these will be fully discussed by both parties and any changes to the timeline agreed.</p> <p>Quality is at the heart of all AQA's processes and procedures and we will work with STA to establish the agreed quality requirements for the deliverables of this project. The project team within AQA will ensure that the quality standard agreed is met or exceeded at all times. Part of AQA's quality management process also includes a commitment to a continuous improvement cycle. We will ensure that an annual review of each cycle of work within this contract is conducted with any suggested improvements which are agreed being incorporated into the next cycle of work.</p> <p>We have produced suggested timelines for both the Key Stage 1 and Key Stage 2 test cycles to demonstrate how we anticipate this work being managed and delivered on time:</p> <p> KS2 Suggested Timeline 2014.pdf</p> <p> Suggested timeline for 2014 phonics scre</p>	

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**Table 16 - Reporting arrangements (5% of technical evaluation)**

Please provide details of the systems that you propose to use to ensure effective reporting of the requirements to STA. You should also provide examples of the format you propose to use for the provision of management information.	
(Maximum 500 words)	Word Count - [339]
<p>The team within AQA will continue to make use of the bespoke database applications which have been developed for the existing monitoring contract which AQA has held since 2002. Following discussion with STA colleagues these systems would be refreshed to ensure they are in line with the requirements of the new contract. Management information reports can be produced from these for all aspects of the monitoring visit contract and can be provided to STA on request.</p> <p>As part of the allocation process, we will produce a report for STA showing details of which independent schools have been selected for visiting and the monitoring visitor conducting the visits. An example of that report is given below.</p> <p> Example_Rpt_Visitor ListByCentre.pdf</p> <p>By making use of the monitoring inspection reports, we will be able to ensure that the work is completed in line with the requirements to the accepted standard and in time to meet the agreed milestones.</p> <p>During the test period, we will make use of telephone and email to ensure that any serious issues are escalated immediately to the STA Maladministration Team. Our database application also enables us to provide a copy of any monitoring visit form which may be required as supporting evidence to substantiate any reported issues (example below):</p> <p> Example_KS2Report. pdf</p> <p>After the test cycle is complete, we will produce a report for STA showing the number of X and N queries arising from the monitoring visits. An example is provided below:</p> <p> Example_KS2 MV XN Statistics (by LA).pdf</p> <p>A significant requirement of the key stage 1 and 2 monitoring visits is that all local authorities must visit at least 10 per cent of their participating schools. A further report can be produced from our application which enables the AQA team to identify the relevant local authorities which have failed to meet this target. A specimen report is show overleaf:</p>	

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Example\_Rpt\_KS2Visi  
tsByLEAUnder10.pdf

The contract requires an annual report to be produced giving qualitative and quantitative analysis of the monitoring visits. The quantitative data will be displayed graphically whilst the qualitative data will be drawn from information contained on the monitoring visit forms themselves.

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**Table 17 - Information security (20% of technical evaluation)**

Please set out below your approach to ensuring the security of information collected from schools on behalf of STA and how you will adhere to the Personnel Security Standard.	
(Maximum 500 words)	Word Count - [483]
<p>All information and activities associated with the service will fall within the scope of our Information Security Management System and therefore subject to appropriate controls ensuring confidentiality, integrity and availability.</p> <p>Human Resources and Child and Vulnerable Adult Safeguarding policies are in place - character/professional references, CV, qualification and identity screening is routine. Disclosure and Barring Service (DBS) checks are carried out where warranted and will be for personnel in the service. Compliance with the Baseline Personnel Security Standard (BPSS) is appropriate to the classification/sensitivity of information handled.</p> <p>Staff are well trained, with good awareness of the need to protect information appropriate to its class/sensitivity. Induction training covers Information Security policies, security incident reporting and compliance with the Data Protection Act. Attendance and results are retained in the Learning Management System.</p> <p>Staff must read and sign-up to AQA's Acceptable Use Policy, and system access is not granted before they have done so.</p> <p>Users' access to systems is password controlled and user access management is clearly defined.</p> <p>Portable devices including laptops are securely encrypted and smartphones and tablets can be remotely deleted in the event of loss/theft. BitLocker is used to encrypt laptops – we confirm that the configuration will be FIPS 140-2 compliant if the contract is awarded. Policy only allows for encrypted memory sticks to be used (FIPS 197). Only FIPS 140-2 compliant devices will be permitted for use with the service, if required.</p> <p>To ensure ICT systems are secured appropriately to the level of risk associated with relevant information, we have selected the necessary controls to prevent unauthorised access, modification, disclosure or loss of information assets. Our Access Control, Physical &amp; Environmental Security, and Systems Development (incorporating Non-functional Requirements) policies dovetail to protect information logically and physically. All externally-facing systems are penetration tested prior to going live.</p> <p>Secure access to networks is controlled by multiple levels of security. Logical access uses multiple firewall layers with resilient pairs. We also use Intrusion Prevention Systems (IPS) and multiple virtual network layers, and an array of network monitoring tools both internally and outsourced. Non-AQA devices connected to our networks are automatically connected to a guest virtual network with limited access. Remote access to any of our networks requires two-factor authentication. Wireless networking is not part of our core network, i.e. it sits outside our firewalls and requires the same two factor authentication to access any of our internal systems.</p>	

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Physical access is tightly controlled - Manchester Data Centre (DC) is hosted externally and Guildford DC is hosted internally. The principles followed are the same - access to the DCs is managed by the IT Services team using authorised access control lists. Access requires photo ID and (except for key DC staff) needs to be arranged in advance. Contractor/engineer access to the DC's needs prior approval and is chaperoned. The same level of security is applied to access to Comms rooms containing network equipment of patch panels.