

SCHEDULE 2: PART 1 – PRICING (SET UP ONLY)

1. Definitions

1.1. In this Schedule, the following terms shall have the meanings set out below:

“Charges”	means the charges payable by the Department for the Set Up and mobilisation costs incurred by the Contractor as set out in Table 2;
“Paragraph”	means a paragraph of this Schedule 2: Part 1 unless expressly indicated to the contrary;
“Pricing Schedule”	means the pricing breakdown submitted by the Contractor with its framework Tender (included at Annex 1 of this Schedule 2: Part 1 Pricing);
“Set Up Costs”	means a payment made for the Call Off Contract under which the Provider is required to deliver the Services summarised in Sections 3 - 5 in the Summary Service Requirements of Document 2 – Service Specification;
“Set Up Cost Milestone Reimbursement Payment”	means the payment made for each milestone that is completed and verified by the Department;
“Total Contract Value”	means the total value of the Set Up and mobilisation costs to be delivered under this Call Off Contract. The Total Contract Value is stated in the table at Annex 1.

2. General

- 2.1. The Department shall pay the Contractor the Charges as set out in Annex 2 for Set Up and mobilisation costs incurred.
- 2.2. The Department shall pay the Contractor the Charges in arrears for costs relating to the Services in line with the costs submitted in the Pricing Schedule and satisfactorily meeting the Milestones, Service Levels and Performance Management, as set out in Part 2 of this Schedule 2 (Performance).
- 2.3. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the Department, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 2.4. Indexation shall not apply to the Charges.
- 2.5. Invoices shall be submitted on or before the 25th day of each month following the month in respect to which the invoice relates. The first invoice shall be submitted by 25th April 2022. The Contractor must provide supporting evidence that the milestone has been completed. The data provided will be validated and verified by the Department.
- 2.6. At any time during the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Contractor) the Department shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Department to enable the Department to validate any claim for payment made by the Contractor.

3. Charges on Participants

- 3.1. Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on Participants in respect of Set Up and mobilisation costs.

4. Charges to Schools (School Contribution)

- 4.1. Neither the Contractor nor its agents or Sub-Contractors shall levy any charge on schools in respect of Set Up and mobilisation costs.

5. Recovery of Sums Due

- 5.1. Whenever under the Contract any sum of money is recoverable from the Contractor, or payable by the Contractor (including any sum which the Contractor is liable to pay to the Department in respect of any breach of the Contract), the Department may unilaterally deduct the sum from any sum due, or which at any later time may become any other agreement or contract with the Department.
- 5.2. Any overpayment by either Party, whether of the Charges or of VAT or otherwise shall be the sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 5.3. The Contractor shall make any payments due to the Department without any deductions whether by way of offset, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Department to the Contractor.
- 5.4. If the Contractor does not meet Milestones included in their Set Up Call Off Contract, the Department reserves the right to recover any Set Up Costs paid under this Call Off Contract. The agreed sum of Set Up Costs will be recovered via a credit note submitted by the Contractor to the Department.

6. Disputed Claims

- 6.1. Payment by the Department of all or any part of any Charges rendered or other claim for payment by the Contractor shall not signify approval. The Department reserves the right to verify Charges after the date of payment and subsequently to recover any sums, which have been overpaid.
- 6.2. If any part of a claim rendered by the Contractor is disputed or subject to question by the Department either before or after payment then, upon request, the Contractor shall provide such further documentary and oral evidence as the Department may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Contractor shall promptly provide such evidence in a form satisfactory to the Department.
- 6.3. If any part of a claim rendered by the Contractor is disputed or subject to question by the Department, the Department shall not withhold payment of the remainder.
- 6.4. If any fee rendered by the Contractor is paid but any part of it is disputed or subject to question by the Department and such part is subsequently agreed or determined not to have been properly payable then the Contractor shall forthwith repay such part to the Department.
- 6.5. The Department shall be entitled to deduct from sums due to the Contractor by way of offset any amounts owed to it or which are in dispute or subject to question either in respect of the fee for which payment is being made or any previous fee.

7. Financial Reporting and Audit

- 7.1. The Contractor shall keep or cause to be kept full and proper books of account in relation to the provision of the Services, and the entries made therein, shall be kept up-to-date at all times and shall include all such matters and things which are usually entered in books of account in the

United Kingdom kept by persons or companies engaged in concerns of a similar nature in accordance with best accountancy practices.

- 7.2. Such books of account, invoices, charge out rates, time sheets, or other time recording documents kept by the Contractor in connection with the provision of the Services and all receipts, invoices, orders, contractual documentation and other documentation relating to the Services to which the Supplier is a Party ("**Open Book Data**") shall be open to inspection by the Department or any persons appointed to act on the Department's behalf at any reasonable time having made prior appointment with the Contractor. The Department shall be entitled to ask for a copy of the Open Book Data or any part thereof which (subject to the prior payment of the Contractor's reasonable copying and administrative charges) the Contractor shall provide within ten (10) Working Days of the Department's written request.
- 7.3. If the Department reasonably considers the Open Book Data does not accurately represent and detail sums relating to this Agreement and the Services, then the Supplier shall provide the Department with documentary evidence relating to such sums and contractual obligations.
- 7.4. During the Term, and for a period of seven (7) years following the end of the Term, the Contractor shall:
 - (a) maintain and retain the Open Book Data; and
 - (b) disclose and allow the Department and/or the auditor (whether internal or external) of the Department access to the Open Book Data.
- 7.5. The Contractor shall co-operate fully and in a timely manner with any reasonable request from time to time of the Department or any Audit Agents and at the expense of the Contractor to provide documents, or to procure the provision of documents, relating to this Contract, and to provide, or to procure the provision of, any oral or written explanation relating to the same.
- 7.6. The Contractor shall instruct its external auditor to provide reasonable co-operation with the Audit Agents for the purposes of verifying financial information.
- 7.7. The Department shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Department deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

ANNEX 1 TO SCHEDULE 2: PART 1 – PAYMENT PROCESS (SET UP ONLY)
NOT USED FOR DELIVERY

NOT USED

SCHEDULE 2: PART 1 – PRICING (DELIVERY)

1. Definitions

1.1. In this Schedule, the following terms shall have the meanings set out below:

“Charges”	means the fees payable by the Department for the performance of the Services by the Contractor as set out in Tables 4-9.
“Output”	means the successful completion of specific deliverables per Participant or per case study.
“Output Payment”	means the price the Department will pay the Contractor per Output achieved in accordance with paragraph 12.1.
“Paragraph”	means a paragraph of this Schedule 2: Part 1 unless expressly indicated to the contrary.
“Price Per Participant”	means the price set per Participant for each NPQ Lots 2, 3 and 4 in the Pricing Schedule.
“Pricing Schedule”	means the pricing breakdown submitted by the Contractor with their Quotation for this Call Off Contract.
“Service Fee”	means a monthly fee paid per NPQ with effect from the following month after the Cohort Commencement Date calculated in accordance with paragraph 11.2 and 11.3 of section 11.
“Total Contract Value”	means the total value of the Services to be delivered under this Call Off Contract. The Total Contract Value is stated in the table at Annex 2 and detailed in the Contractors Pricing Schedule included at Annex 2.
“TRN”	means Teacher Reference Number.

2. General

- 2.1. The Department shall pay the Contractor the Charges as set out in Annex 2 for delivery of the Services, based on costs as agreed in line with the submitted Pricing Schedule, subject to satisfying the Department’s payment conditions for the delivery of Services. These include satisfactorily meeting the KPIs, Service Levels and Performance Management, as set out in Part 2 of this Schedule 2 (Performance Measures).
- 2.2. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise in writing between the Contractor and the Department, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
- 2.3. Indexation shall not apply to the Charges.
- 2.4. Invoices shall be submitted on or before the 25th day of each month following the month in respect to which the invoice relates, except for the first Service Fee payment as set out in Paragraph 11.1. For Output Payments, the Contractor must provide supporting evidence that the Output has been completed in the form of a valid Declaration for each participant. The Declarations provided will be validated and verified by the Department and subject to audit.
- 2.5. At any time during the Contract Period (including, for the avoidance of doubt, at any time before and/or after payment by the Department to the Contractor) the Department shall be entitled to validate any claim for payment made by the Contractor. At all times the Contractor shall provide all necessary assistance as requested by the Department (including without limitation, procuring the consent of Participants) to enable the Department to validate any claim for payment made by the Contractor.

3. Charges to Participants

- 3.1. Neither the Contractor nor its Agents or Sub-Contractors shall levy any charge on Participants except as expressly permitted in advance and in writing by the Department (at its sole discretion).

4. Charges to Schools (School Contribution)

- 4.1. Neither the Contractor nor its Agents or Sub-Contractors shall levy any charge on a School except where expressly agreed in advance and in writing by the Department (at its sole discretion). For the avoidance of doubt, Schools can be charged under a Part B (School Funded NPQ) Call Off Contract that they place an Order for.

5. Recovery of Sums Due

- 5.1. Whenever under the Contract any sum of money is recoverable from the Contractor, or payable by the Contractor (including any sum which the Contractor is liable to pay to the Department in respect of any breach of the Contract), the Department may set off the sum from any sum due, or which at any later time may become any other agreement or contract with the Department or the Crown.
- 5.2. Any overpayment by either Party, whether of the Charges or of VAT or otherwise shall be the sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 5.3. The Contractor shall make any payments due to the Department without any deductions whether by way of offset, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by Department to the Contractor.
- 5.4. All payments due shall be made within a 28 days once agreed between the Parties that a sum of money is recoverable, unless otherwise specified in the Contract, in cleared funds, to such bank or building society as the recipient Party may from time to time direct.
- 5.5. If the Contractor does not meet Milestones included in their Set Up Call Off Contract, the Department reserves the right to recover any Set Up Costs they have been paid under this Call Off Contract. The agreed sum of Set Up Costs will be recovered via a credit note submitted by the Contractor to the Department.

6. Disputed Claims

- 6.1. Notwithstanding paragraph 2.5 of this Schedule 2, payment by the Department of all or any part of any Charges rendered or other claim for payment by the Contractor shall not signify approval. The Department reserves the right to verify Charges after the date of payment and subsequently to recover any sums, which have been overpaid.
- 6.2. If any part of a claim rendered by the Contractor is disputed or subject to question by the Department either before or after payment then, upon request, the Contractor shall provide such further documentary and oral evidence as the Department may reasonably require to verify its liability to pay the amount which is disputed or subject to question and the Contractor shall promptly provide such evidence in a form satisfactory to the Department.
- 6.3. If any part of a claim rendered by the Contractor is disputed or subject to question by the Department, the Department shall not withhold payment of the remainder.
- 6.4. If any fee rendered by the Contractor is paid but any part of it is disputed or subject to question by the Department and such part is subsequently agreed or determined not to have been properly payable then the Contractor shall forthwith repay such part to the Department.
- 6.5. The Department shall be entitled to deduct from sums due to the Contractor by way of offset any amounts owed to it or which are in dispute or subject to question either in respect of the fee for which payment is being made or any previous fee.

7. Adjustment of the Charges

- 7.1. The Charges may only be varied by means of a Contract Change Notice, and in accordance with the provisions of this Contract.
- 7.2. The Department reserves the right to adjust the monthly Service Fee in the following circumstances:
 - 7.2.1. If the staffing headcount profile of the Contractor is less than 75% of what was specified in the Pricing Schedule by November 2022 when the Contractor submits their first bi-annual FTE profile as per paragraph 8.5.
 - 7.2.2. If the Contractor fails to recruit at least 75% of the Minimum Delivery Target (based on Start Declarations).
- 7.3. In the circumstances set out in paragraph 7.2.1 if the Department decides to adjust the monthly Service Fee due to a negative impact on the quality of services delivered the Department will use Open Book Data to validate the actual costs incurred by the Contractor and adjust the Charges accordingly via a Contract Change Notice.
- 7.4. In the circumstances set out in paragraph 7.2.2, if the Department decides to adjust the monthly Service Fee due to a negative impact on the number of Participants recruited, the Department will use open book costing methodology to validate the costs incurred by the Contractor and adjust the Charges as set out in paragraph 11.7 in Annex 1 of this Schedule.

8. Financial Reporting and Audit

- 8.1. The Contractor shall keep or cause to be kept full and proper books of account in relation to the provision of the Services, and the entries made therein, shall be kept up-to-date at all times and shall include all such matters and things which are usually entered in books of account in the United Kingdom kept by persons or companies engaged in concerns of a similar nature in accordance with best accountancy practices.
- 8.2. Such books of account, invoices, charge out rates, time sheets, or other time recording documents kept by the Contractor in connection with the provision of the Services and all receipts, invoices, orders, contractual documentation and other documentation relating to the Services to which the Supplier is a Party ("**Open Book Data**") shall be open to inspection by the Department or any persons appointed to act on the Department's behalf at any reasonable time having made prior appointment with the Contractor. The Department shall be entitled to ask for a copy of the Open Book Data or any part thereof which (subject to the prior payment of the Contractor's reasonable copying and administrative charges) the Contractor shall provide within 10 Workings Days of the Department's written request.
- 8.3. If the Department reasonably considers the Open Book Data does not accurately represent and detail sums relating to this Agreement and the Services, then the Contractor shall provide the Department with documentary evidence relating to such sums and contractual obligations.
- 8.4. During the Contract Period, and for a period of seven (7) years following the end of the Contract Period, the Contractor shall:
 - (a) maintain and retain the Open Book Data; and
 - (b) disclose and allow the Department and/or the auditor (whether internal or external) of the Department access to the Open Book Data.
- 8.5. The Contractor shall provide, during the Contract Period, bi-annual updates to the Cohort Pricing Schedule that compares the forecast to the actual costs incurred. The Contractor will also supply a bi-annual profile of deployed FTE for the Cohort duration, which is updated for actuals every month and submitted to the Department. The first bi-annual update will be required at the end of November 2022 and then at six (6) months intervals after that point.

- 8.6. The Contractor shall co-operate fully and in a timely manner with any reasonable request from time to time of the Department or any Audit Agents and at the expense of the Contractor to provide documents, or to procure the provision of documents, relating to this Contract, and to provide, or to procure the provision of, any oral or written explanation relating to the same.
- 8.7. The Contractor shall instruct its external auditor to provide reasonable co-operation with the Audit Agents for the purposes of verifying financial information.
- 8.8. The Department shall during each audit comply with those security, sites, systems and facilities operating procedures of the Contractor that the Department deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

ANNEX 1 TO SCHEDULE 2: PART 1 – PAYMENT PROCESS

9. General

- 9.1. The Charges payable to the Contractor by the Department shall consist of:
- 9.1.1. The Service Fee;
- 9.1.2. The Output Payments, consisting of:
- (a) Participant Validated and Commenced Training;
 - (b) Participant Retention Payments;
 - (c) Participant Assessed, Mark Awarded and Moderated;
 - (d) Participant Confirmed as Eligible for Support Offer and Support Commenced;
 - (e) Participant Completed Support Offer;
 - (f) Case Study Developed and Verified by the Department.
- 9.1.3. Uplift Payment.
- 9.1.4. The Department shall review the Charges payable at the point of undertaking a Further Competition. All subject to and in accordance with the provisions of this Contract.

10. Price Per Participant

- 10.1. The Contractor shall provide the Services in accordance with the Price Per Participant list in Tables 4a and 4b.

Table 4a - Price Per Participant (Lot 2)	
NPQ Qualification/Early Headship Coaching Offer	Price Per Participant
NPQ Leading Teacher Development (NPQLTD)	
NPQ for Leading Teaching (NPQLT)	
NPQ for Leading Behaviour and Culture (NPQLBC)	
NPQ for Senior Leadership (NPQSL)	

NPQ for Headship (NPQH)	
NPQ for Executive Leadership (NPQEL)	
Early Headship Coaching Offer	

Table 4b - Price Per Participant (Lot 3)	
NPQ Qualification	Price Per Participant (ex VAT)
NPQ for Early Years Leadership	
NPQ for Leading Literacy	

11. Service Fee

- 11.1. Subject to the terms of the Contract, the Department shall pay the Contractor a monthly Service Fee per NPQ, with effect from the following month after the Cohort Commencement Date, on the basis set out in paragraphs 11.2 and 11.3 for a period of up to 31 months depending on qualification length and Cohort timing.
- 11.2. 40% of the Price Per Participant for each NPQ equals the Service Fee per Participant. The Service Fee per Participant is multiplied by the corresponding Participant recruitment target per qualification to generate the total Service Fee sum for each qualification in Tables 5 and 5a below.
- 11.3. The total Service Fee sum for each qualification is divided by the minimum number of months required to deliver each qualification over two Cohorts to generate the applicable monthly Service Fee, as set out in Tables 5a and 5b below.
- 11.3a In addition to the payments set out in Tables 5a and 5b below the Department shall pay the Contractor in 31 monthly payments of commencing the following month after the first Cohort Commencement Date for the maintenance of the Providers User Digital Platform, as set out in Table 5c below.

Table 5a – Targets and Service Fee (£)					
Qualification	Service Fee Per Participant	Recruitment Target	Total Service Fee Sum (£)	Number of Monthly Service Fee Payments (commencing the following month after the first Cohort Commencement Date)	Monthly Service Fee

NPQ for Leading Teacher Development				19	
NPQ for Leading Teaching				19	
NPQ for Leading Behaviour and Culture				19	
NPQ for Senior Leadership				25	
NPQ for Headship				31	
NPQ for Executive Leadership				25	

Table 5b – Targets and Service Fee (£) (Lot 3)					
Qualification	Service Fee Per Participant	Recruitment Target	Total Service Fee Sum (£)	Number of Monthly Service Fee Payments (commencing the following month after the first Cohort Commencement Date)	Monthly Service Fee
NPQ for Early Years Leadership				25	
NPQ for Leading Literacy				19	

Table 5c – User Digital Platform Maintenance Fee (£)**	
Year 1 Digital Platform Maintenance Costs:	
Year 2 Digital Platform Maintenance Costs:	
Year 3 Digital Platform Maintenance Costs:	
Total Digital Platform Maintenance Costs:	
Monthly Digital Platform Maintenance Payment:	

(Total costs / contract term in months)	
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- 11.4. The monthly Service Fee for each NPQ will be paid in equal instalments from the following month after the Cohort Commencement Date up until to the minimum end date of delivery for two Cohorts for each NPQ, as set out in Annex 2 of this Schedule (Contract Pricing Information). The Service Fee does not apply to the Early Headship Coaching Offer or case study development.
- 11.5. The first invoice will be submitted on or before the 25th of the month of the following month after the Cohort Commencement Date.
- 11.6. Service Fee's for any additional Participants enrolled on the programme will be managed as follows:
- 11.6.1 For additional participants up to 115% of the recruitment target, the Department will adjust the Service Fee following the submission of all Start Declarations (10th March 2023) to align to the increased recruitment target and backpay any Service Fee payments.
- 11.6.2 Additional participants in excess of 115% of the recruitment target, and no more than 150%, will only be eligible for payment with prior agreement from the Department and will be paid the full Per Participant Price in line with the Output Payment milestones.
- 11.7. If by the 10th March 2023, the Contractor fails to recruit 75% of the total recruitment target (based on Start Declarations submitted), as set out in Annex 2 to Schedule 2: Part 1, then the Department reserves the right to validate the actual costs incurred by the Contractor and adjust the monthly Service Fee for to a value equivalent to the actual number of participants recruited.
- 11.8. In the circumstances set out in paragraph 11.7, the Service Fee will only be reduced for the NPQs that have not achieved 75% recruitment against their individual targets.
- 11.9. The Contractor will be given an opportunity to review their recruitment targets on 30th September 2022 and 25th November 2022 based on actual performance.

12. Output Based Performance Payments

- 12.1. Subject to the terms of the Contract, the Department shall pay the Contractor the applicable Output Payment for each Output that is achieved in accordance with the requirements of the Contract. The applicable Output Payment shall be ascertained by reference to Table 6, Table 7 and Table 8 below.
- 12.2. The Department will conduct a full reconciliation and validation of Output Payments once every financial year to ensure that Contractor's have not been overpaid or underpaid for Outputs completed. The first reconciliation will take place in March 2023, the second reconciliation in March, 2024, the third reconciliation in March, 2025, and the final reconciliation in March 2026.

Output Payments for NPQs (Lots 2 and 3) and Early Headship Coaching Offer

- 12.3. In order to trigger payment for Output 1 (Participant Validated and Commenced Training) for the Specialist and Leadership (Lots 2 and 3), each Participant must have been confirmed as eligible for funding, been validated by the Department and been confirmed by the Contractor as having commenced on the programme by 25th November 2022 in respect of October Cohort and by 10th March 2023 in respect of February Cohort.
- 12.4. In order to trigger payment for Output 1 (Participant Confirmed as Eligible for Support Offer and Support Commenced) for the Early Headship Coaching Offer, each Participant must have been confirmed as eligible for funding, (i.e. in their first five years of headship and either commencing an NPQH from the academic year starting September 2021 or have passed a reformed NPQH) been validated by the Department and been confirmed by the Contractor as having commenced their Early Headship Coaching Offer. This will be by the 25th of the month following the Participant commencing their Early Headship Coaching Offer if their support lasts for one academic year. For all other durations of the Early Headship Coaching Offer this will be determined by the length of the

Early Headship Coaching Offer, with Output Payments made on a quarterly basis as set out in Table 8.

- 12.5. In order to trigger payment for Output Retention Points (Output 2 only for Specialist NPQs and Output 2 and 3 for Leadership NPQs and the Early Headship Coaching Offer), the Participant must be enrolled on the training or support offer until the review point specified in Table 6 for Specialist NPQs, Table 7 for Leadership NPQs and Table 8 for the Early Headship Coaching Offer.
- 12.6. If a Participant withdraws from their NPQ or Early Headship Coaching Offer in between two review points, an Output Payment will be paid for the full period between the two review points but no further Output Payments will be made past that point as the Contractor is no longer delivering to that Participant. For demonstration purposes, if the Participant withdrew between Output 1 and Output 2, a payment would be made for Output 2 but no more Output Payments will be made past Output 2. For the avoidance of doubt, the same will apply to any 2 consecutive Output review points. If a Participant withdraws from their NPQ this will not reduce the Service Fee payable for each qualification.
- 12.7. If a Participant defers completing their qualification due to going on maternity leave, sabbatical leave, working part-time or due to illness between review points, an Output Payment will be paid if the deferral has occurred within one calendar month of the next review point. If a Participant defers more than one calendar month before the next review point, an Output Payment will not be paid. If a Participant wishes to recommence their NPQ or Early Headship Coaching Offer and can complete their NPQ or Early Headship Coaching Offer following deferral and before the call off contract expiry date, agreement must be reached between the Contractor and the Department on a future payment Schedule via a contract Variation. In all other cases, the Contractor will need to agree a revised Schedule for remaining Output Payments with the Department, under a separate Call Off Contract. In the event that a future Call Off Contract is not awarded, the Contractor must make reasonable endeavours before the contract has ended to ensure the Participant is transferred to another Framework contractor (supported by the Department) who will be in a position to allow the Participant to complete their NPQ or Early Headship Coaching Offer.
- 12.8. In the event the Contractor agrees to take on a Participant who has transferred from another Framework Contractor (at whatever stage of their NPQ or Early Headship Coaching Offer), the Contractor will need to agree a revised payment Schedule under a Variation.
- 12.9. In order to trigger payment for Output 3 for Specialist NPQs or Output 4 for Leadership NPQs (Participant Assessed, Mark Awarded and Moderated), each Participant must have completed their programme, had their work assessed and have been awarded either a pass or fail mark and the mark moderated by the QA Agent.
- 12.10. In order to trigger payment for Output 4 (Participant Completed Support Offer), the Participant must have completed their Early Headship Coaching Offer.
- 12.11. All claims for payment of Output Payments must be supported by accurate Management Information. The Department will validate the following Management Information prior to approving Output Payments:
 - 12.11.1. the current six digit URN, School name and a point of contact mail address;
 - 12.11.2. the NPQ being studied or Early Headship Coaching Offer undertaken for each Participant, the Participant's funding status (funded/self-funded), TRN, name and Date of Birth of each Participant being claimed for;
 - 12.11.3. the dates relevant to each Participant who is undertaking a qualification or Early Headship Coaching Offer including:
 - 12.11.3.1. Start date and confirmation of their continued active involvement on their programme; and
 - 12.11.3.2. Length of NPQ or Early Headship Coaching Offer; and

- 12.11.3.3. the date and reason for withdrawal/deferral (where applicable) against the Schedule of the NPQ or Early Headship Coaching Offer and/or date of recommencement on to the programme in the case of deferrals only; and
- 12.11.3.4. The date that the Participant's Summative Assessment was submitted if applicable; and
- 12.11.3.5. date of completion of the programme; and

12.11.4. the qualification outcome achieved by the Participant if applicable.

Full details on the Management Information requirements are set out in paragraph 15 of Section 6A of the Specification.

- 12.12. Providers must ensure they have appropriate policies and procedures in place to ensure data outlined in clauses 12.11 is collected in full and quality assured before it is submitted to the Department. If an MI return is not accurate, and when the Department validates and verifies the data provided it emerges that Output Payments have been made for Participants who did not start or remain on the training, the Department will recover the payments in accordance with paragraph 5 of this Part of the Schedule.
- 12.13. Where the data provided for any Participant cannot be validated no Output Payments will be made and the Participant will not count towards recruitment targets.
- 12.14. In the event the Department agrees to the Contractor recruiting in excess of the Recruitment Targets set out in Tables 5a or 5b or the Contractor takes on a Participant who transferred their training from another Framework Contractor as per 12.7 and 12.8, the Service Fee is adjusted for NPQs only and the Output Prices are paid at the respective Price Per Participant Output Prices for NPQs and the Early Headship Coaching Offer.
- 12.15. The Department shall define the Output payment process for Future Services – Lot 4 at the point at which these Services will be required.

Output Payments for Additional Case Study Development

- 12.16. The Department will pay Output Payments at the price per case study in Table 9 and 10 once the case studies have been developed and approved by the Department. The number of case studies to be developed and the total value of all case studies can be found in Annex A of this Schedule.
- 12.17. The Contractor may not invoice for a case study until the Department has given its approval of the content which will be within one month of receiving the case study. If a case study is not approved by the Department, the Contractor may still invoice and be paid for case studies that have been approved in the meantime. The Department and Contractor will agree if and when the case study that has not been approved is to be resubmitted, which shall be no later than one month after the original rejection date.
- 13. Output Prices for NPQs and Early Headship Coaching Offer for Lots 2, 3 and 4**
- 13.1. For Lots 2 and 3, payment will be made based upon the successful delivery of each individual Output as set out in Tables 6, 7, and 8 below during the Contract.
- 13.2. For Lot 4, the Department shall define the Output payment process at the point at which these Services will be required. An additional table will be added on award if required.

Table 6 - Output Price and Payment Schedule for NPQ for Leading Teaching, NPQ for Leading Teacher Development, NPQ for Leading Behaviour and Culture and NPQ for Leading Literacy

		October cohort	February cohort
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Output Payments	Percentage of Price Per Participant	Review Point	Payment Made	Output Payment	Review Point	Payment Made	Output Payment
Output 1 - Participant Validated and Training Commenced	20%	25 November 2022	On or after 14 December 2022 subject to successful validation of Participant	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>	10 March 2023	On or after 25 March 2023 subject to successful validation of Participant	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>
Output 2 – Retention Point	20%	25 June 2023	On or after 25 July 2023	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>	25 October 2023	On or after 25 November 2023	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>
Output 3 – Participant Assessed, Mark Awarded and Moderated	20%	On or after 25 February 2024	On or after 25 March 2024	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>	On or after 25 May 2024	On or after 25 June 2024	<div>per [REDACTED]</div> <div>NPQLTD</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLBC</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLT</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQLL</div>

Table 7 - Output Price and Payment Schedule for NPQ Senior Leadership, NPQ Headship, NPQ Executive Leadership and NPQ for Early Years Leadership

Output		October Cohort	February 2
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	Percentage of Price Per Participant	Review Point	Payment Made	Output Payment	Review Point	Payment Made	Output Payment
Output 1 - Participant Validated and Training Commenced	15%	25 November 2022	On or after 14 December 2022 subject to successful validation of Participant	<div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>	10 March 2023	On or after 25 March 2023 subject to successful validation of Participant	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>
Output 2 – Retention Point	15%	25 June 2023	On or after 25 June 2023	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>	25 October 2023	On or after 25 November 2023	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>
Output 3 – Retention Point	15%	25 January 2024	On or after 25 February 2024	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>	25 May 2024	On or after 25 June 2024	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQEY</div>
Output 4 – Participant Assessed, Mark Awarded and Moderated	15%	On or after 25 July 2024	On or after 25 August 2024	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div>	On or after 20 December 2024	On or after 25 January 2025	<div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQSL</div> <div>[REDACTED]</div> <div>per [REDACTED]</div> <div>NPQH</div>

				per NPQEL			per NPQEL
				per NPQEY			per NPQEY

Table 8 - Output Price and Payment Schedule for Early Headship Coaching Offer			
Output	Review Point	Output Payment made	Output Payment
Output 1b – Participant Confirmed as Eligible for Support Offer and Support Commenced	One month prior to the end of the first quarter	On or after one month following Milestone Date subject to successful validation of Participant	(ex VAT)
Output 2 – Retention Point	One month prior to the end of the second quarter	On or after one month following Milestone Date	(ex VAT)
Output 3 – Retention Point	One month prior to the end of the third quarter	On or after one month following Milestone Date	(ex VAT)
Output 4 – Participant Completed Support Offer	One month prior to the end of the fourth quarter	On or after one month following Milestone Date	(ex VAT)

14. Output Prices for Case Study Development for Lots 2, 3 and 4 – Not used

15. Pricing of Variations

- 15.1. The provisions of this paragraph 15 shall apply to the pricing of any Variation (or proposed Variation) and the calculation of any change to the Charges consequent upon a Variation (or proposed Variation).
- 15.2. The Parties acknowledge that a Variation or proposed Variation may have an impact on the Charges in one or more of the following ways:


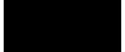

- 15.2.1. One-off cost, in which case paragraph 15.5 shall apply;
- 15.2.2. Subject to the Contractor's obligation to mitigate increases in the Charges, a Process Variation may result in an amendment to the Charges, in which case paragraph 15.6 shall apply;
- 15.2.3. The cost of any up-front investment by the Contractor in order to achieve a Variation as set out in paragraph 15.2.2, in which case paragraph 15.12 shall apply.
- 15.3. In any of the cases referred to in paragraphs 15.2.1 to 15.2.3 above, and without prejudice to paragraph 15.4, the Contractor shall use the Pricing Schedule provided by the Department to demonstrate and justify any claim for additional or reduced Charges arising as a result of any proposed Variation.
- 15.4. Where a Variation is requested by either Party under the Change Control Procedure then, subject to the terms of the Change Control Procedure, the Contractor shall at its own cost prepare, populate and submit for the Department's approval a specific version of the Pricing Schedule demonstrating the impact of the proposed Variation which shall:
 - 15.4.1. Be based on and reflect the principles of the Pricing Schedule, having regard to any assumptions stated in the Pricing Schedule which affect the Charges;
 - 15.4.2. Include estimated volumes of each type of resource to be employed and the applicable average annual salary for resource employed specified in the Pricing Schedule;
 - 15.4.3. Include full disclosure of any assumptions underlying such a quotation. The Department reserves the right to request further clarity around these assumptions and the underlying calculations until it is satisfied as to their validity; and
 - 15.4.4. Include evidence of the cost of any assets required for the Variation.
- 15.5. Where paragraph 15.2.1 applies:
 - 15.5.1. The Contractor shall be paid in full upon completion, or by an agreed Schedule of milestone payments (both payment options subject to meeting specified acceptance criteria agreed at the outset); and
 - 15.5.2. The Department shall issue a separate purchase order and the Contractor shall raise a separate invoice or credit note in respect of the one-off cost.
- 15.6. Where paragraph 15.2.2 applies:
 - 15.6.1. Any necessary changes to the Charges shall be effected by means of changes to the relevant Price Per Participant, Service Fee and/or Output Payments set out in Tables 4-9 of this Schedule; and
 - 15.6.2. Any necessary changes to the Charges will be in accordance with the original requirements for the completion of the Pricing Schedule as set out in the Invitation to Tender, for example the maximum cap on Service Fee will still apply.
- 15.7. The Charges shall not be adjusted more than on a bi-annual basis. The date any Charges adjustment ("Price Adjustment Effective Date") takes effect shall be at the start of the six (6) month period immediately following implementation of the Variation in question. For example, where a Process Variation is implemented during the month of September in a Contract Year; the relevant Charges shall be adjusted with effect from 1 January in that Contract Year. If there are several adjustments in one six (6) month period, these will be aggregated to make one adjustment at the start of the next six (6) month period.
- 15.8. The Department shall provide the Contractor with a revised copy of the relevant Tables of this Schedule by the date any such Variation takes effect (1 January, 1 April, 1 July, 1 October).
- 15.9. A Process Variation shall be implemented timeously, and such implementation shall not await the Price Adjustment Effective Date.

- 15.10. If a Process Variation is implemented and there is a demonstrable financial loss to a Party due to the relevant Charges not being adjusted until the Price Adjustment Effective Date (first day of next quarter), then the Party impacted in this way can seek recovery of the amount due in the following manner:
- 15.10.1. if it is the Contractor, by submitting a separate invoice and supporting documentation; or
- 15.10.2. if it is the Department, by issuing a credit note request and supporting documentation.
- 15.11. Any request to seek recovery of such an amount must be submitted within three (3) months of the Price Adjustment Effective Date.
- 15.12. Where paragraph 15.2.3 applies, the Process Variation element shall be dealt with in accordance with paragraph 15.6 above and any up-front investment required to implement such a Process Variation shall itself be dealt with through an adjustment to the relevant Charges under paragraph 15.6 above or treated as a one-off cost in accordance with paragraph 15.5 above.
- 15.13. Following implementation of a Variation, the Department shall make any necessary consequential changes and/or updates to Table 4-10 of this Schedule 2: Part 1.
- 16. Uplift Payment**
- 16.1 The Department will make an Uplift Payment to the Contractor for each Participant when they start on the programme at Output 1 – Participant Validated and Training Commenced, if they fulfil the criteria in Paragraph 15.2.
- 16.2 To be eligible for the Uplift Payment, the Participant must be in a school that is either in one of the 20% most sparse LADs nationally or has at least 40% of pupils eligible for pupil premium. The Department will issue a list of schools and Local Department Districts that are eligible for Uplift Payments prior to each Annual Cohort Competition.
- 16.3 If the Participant is at a school that is both in one of the 20% most sparse LADS nationally and has at least 40% of pupils eligible for pupil premium, the Department will pay the Contractor the same Uplift Payment as a Participant who meets one of the specified criteria.
- 16.4 If, in accordance with Paragraphs 15.1 and 15.2, the Uplift Payment is payable, it shall be calculated on the basis of it being £100 per Participant.
- 16.5 The Contractor must invoice for the Uplift Payment when submitting all invoices in relation to Output 1. The Department will validate that the Participant meets the criteria and retains the right to clawback funds in relation to the Uplift Payment if after payment it emerges that the Participant does not meet the criteria.

ANNEX 2 TO SCHEDULE 2: PART 1 – CONTRACT PRICING INFORMATION

1. General

- 1.1. The Contractor shall provide the Services in accordance with the Pricing Schedule as set out below:

Table 11a – Recruitment Milestones			
	30 Sept 22	25 Nov 22	10 March 23
Recruitment Target			

Service Fee Baseline (75%)			
Maximum Target (115%)			

Table 11b – Services in accordance with the Pricing Schedule			
Total Contract Value*	Service Fee (total)	Output Based Performance Payments (total)	User Digital Platform Maintenance Fee

* This value does not account for any uplift payments which will be made in addition to the Total Contract Value as per paragraph 16 of Annex 1 to Schedule 2: Part 1. The Total Contract Value may be increased by up to 5% to incorporate uplift payments.

- 1.1.1. The Output Based Performance Payments value is the maximum amount payable and actual payments are subject to successful achievement of the performance milestones in paragraphs 12 of Schedule 2: Part 1.

- 1.2. The Total Contract Value is broken down as follows per qualification:

Table 12 – Total Contract Value per qualification							
NPQ Qualification (Lot 2)	Recruitment Target	Total £ per NPQ Qualification/Early Headship Coaching Offer (Recruitment Target multiplied by Price Per Participant)	Total Service Fee	Number of Monthly Payments	Months Receivable	Monthly Service Fee Payment	Total Output Based Performance Payments
NPQ for Leading Teaching NPQ				19	October 2022 - April 2024		
NPQ for Leading Behaviour and Culture				19	October 2022 - April 2024		
NPQ for Leading Teacher Development				19	October 2022 - April 2024		
NPQ for Senior Leadership				25	October 2022 - October 2024		

NPQ for Headship	444			31	October 2022 - April 2025		
NPQ for Executive Leadership	103			25	October 2022 - October 2024		
Early Headship Coaching Offer	112			N/A	N/A		

Table 13 - Total Contract Value per qualification							
NPQ Qualification (Lot 3)	Recruitment Target	Total £ per NPQ Qualification/Early Headship Coaching Offer (Recruitment Target multiplied by Price Per Participant)	Total Service Fee	Number of Monthly Payments	Months Receivable	Monthly Service Fee Payment	Total Output Based Performance Payments
NPQ for Early Years Leadership				25	October 2022 - October 2024		
NPQ for Leading Literacy				19	October 2022 - April 2024		

*Call Off Contract specific dates will be input on award.

- 1.4. The Department reserves the right to increase the value of this Call Off Contract up to an additional 50% to accommodate any agreed over recruitment. The Department will only make payment for any participants in addition to the total in paragraph 1.1 where a request has been submitted in writing and agreed via a Change Control Notice. Any agreement for additional participants is at the Departments absolute discretion and will be dependent on available budget, demand, and Contractor capacity. Payment for additional participants will be made at the relevant Per Participant Price but paid fully in line with the Output Payment milestones and % breakdowns. For the avoidance of doubt, Service Fee payments will remain as per Table 11 (unless otherwise agreed by the Department).
- 1.5. The Department will apply a tolerance of 15% to the total combined recruitment target in Tables 12 and 13. This will allow flexibility for an additional NPQs to be funded without the need to seek formal approval from the Department.