

Dated: 30 / 09 / 2021

Contract No STA 0287

(1) **Secretary of State for Education**

- and -

(2) the Contractor

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**AGREEMENT FOR STANDARDS AND TESTING AGENCY EDUCATIONAL  
PSYCHOLOGISTS FRAMEWORK**

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## **THIS AGREEMENT IS MADE BETWEEN:**

- (1) The Standards and Testing Agency (“**STA**”), acting on behalf of the Secretary of State for Education, Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

And

The Contractor

### **1. DURATION**

This Agreement shall commence on **01 November 2021** and shall expire on **31 October 2023** subject only to earlier termination in accordance with the terms of this Agreement.

### **2. SERVICES**

#### **2.1 The member’s consultancy for the Test Development Team, Educational Psychologists.**

The Educational Psychologists group will provide independent expertise to the various stages of test development.

STA reserves the right to add additional suppliers to the framework, if there is not sufficient resource and the new suppliers meet the requirements outlined in the Invitation to Tender.

The extent of the services will be provided in advance to the selected members via a call-off order form, an example of which is provided in the Annex to this agreement.

#### **2.2 Requirements**

##### **Educational Psychologists must:**

- be a qualified Educational Psychologist;
- have experience working with primary aged children;
- be flexible and available to review materials remotely in a secure location or in our Coventry or London offices, as and when required in agreement with the relevant project team;
- have the capacity to meet the requirement set out in this ITT;
- confirm that they are not working on the tests in any other capacity or if they are, they must provide additional information in the Further Information Section of this ITT;
- be able to work within security protocols.

The successful Educational Psychologist is expected to possess the essential skills of working methodically with high attention to detail. The ability to communicate effectively with various stakeholders, providing constructive written and verbal feedback within the remit of the brief and suggesting solutions for any problems and/or issues identified is also essential.

## **2.3 Role**

The individual will have previous experience as a qualified Educational Psychologist working with primary-aged children. In this role you will bring to bear your broad range of experience as an Educational Psychologist to help us understand how the questions we ask can be made to better suit the requirements of children with SEND. You will be asked to review a set of assessment materials and then submit a completed questionnaire. You may then be asked to attend a meeting to go through the comments and determine how to address the concerns raised. There may be additional requests to review and provide advice on questions as the need arises.

We estimate that you will be required for between 8 -20 days over the course of the contract, although, this may increase if we are not able to procure all the experts we require, or if some are not available for review windows.

You will only be paid for the work that you complete, there will be no minimum number of days as part of this contract.

The role will provide you with the opportunity to learn about how national curriculum assessment are developed and the issues around testing and inclusion.

## **2.3 Quality Assessment**

A quality assessment will be carried out upon completion of each allocated piece of work. Members who pass the quality assessment will be eligible for later allocation according to the process outlined in section 8. Those who do not pass the quality assessment will no longer be eligible for later allocations.

## **2.4 Venues**

Most activities related to this will take place at the following STA offices.

Department for Education  
Cheylesmore House  
5 Quinten Road  
Coventry  
CV1 2WT

Department for Education  
Sanctuary Buildings  
Great Smith Street  
London  
SW1P 3BT

If this is not possible then with permission of STA the work can be carried out in a secure location either at home or in the supplier's workplace.

### **3. RENUMERATION**

A flat daily rate of £500 plus travel, and reasonable expenses, in line with government regulation will be paid.

Individuals will be taxed at source.

Limited companies will not be taxed at source.

VAT is not applicable.

Payment of the fees due will be made on a rolling basis. On completion of any work, an invoice should be submitted for fees and expenses, all original receipts and / or tickets must be attached to the invoice, for audit purposes.

### **4. PAYMENT TERMS**

Payment of the fees will be made within 30 days upon receipt of an invoice.

Individuals will need to claim via the STA fees and payments system.

Limited companies will claim using purchase orders.

### **5. EXPENSES**

**5.1** The Educational Psychologist shall be entitled to be reimbursed by the Department for expenses. Expenses will be limited to the rates stipulated below and in the supporting documentation. Expenses will only be paid if supported by a valid receipt.

**5.2** For the avoidance of doubt where stated rates apply these shall be based on the Department's rates at the time of awarding the Contract and shall be fixed for the duration of the Contract.

**5.3** All travel and accommodation in pursuance of the work covered in this contract will be booked independently by the member whilst adhering to the Department's travel policy as stated in 5.4 to 5.4.2.

**5.4** Travel and accommodation costs will only be payable as actual costs incurred, subject to the Departmental rates shown below:

**5.4.1** All Educational Psychologist should use economy class air tickets, or an alternative which costs the same or less, with a few exceptions. With prior agreement, members with disability or health reasons who are unable to secure suitable facilities in economy class, may travel business class. Members who manage to purchase a cheaper business class ticket than an economy ticket for the same journey, may also travel business class (a copy of the price comparisons must be printed off and retained for audit purposes).

**5.4.2** Such reasonable travelling and hotel expenses shall be limited as follows and no other out of pocket expenses will be allowable.

Hotel accommodation, bed, and breakfast: The Department to reimburse the Contractor's actual expenditure which shall not exceed the Department's rates of London £135.00 including VAT, elsewhere £75.00 including VAT.

Rail travel: The Department to reimburse the Contractor's actual expenditure which shall be restricted to standard class.

Car mileage: The Department to reimburse the Contractor at the Department's "Public Transport Rate" (PTR) of 25 pence per mile.

Taxis: The Department to reimburse the Contractor's actual costs only where their use can be justified against public transport.

## **6. CONFLICT OF INTEREST**

Any potential conflicts of interest should be highlighted to STA.

Subject to the terms of this Agreement, the member is free to perform services for any other person, firm, company, or organisation, provided that the performance of such services does not or is not likely to result in a conflict of interest between the performance of the Services, and the performance of services for the other party or parties. The member must notify STA immediately if it becomes aware of any potential conflict of interest under this clause.

## **7. CONFIDENTIALITY**

- 7.1 Test materials viewed in the course of development are confidential and should be treated as such by anyone who is invited to examine them. For the purpose of this Agreement, all Test Materials should be treated as Confidential Information. The Contractor or any individual with access to Test Materials should not therefore disclose or discuss such information, either verbally or in writing, between themselves or to any other party or person without the prior written consent of STA.
- 7.2 All reasonable efforts must be made to protect confidential information in compliance with the Confidentiality clauses contained within this section, the Data Protection Act, and the Freedom of Information Act. By signing this contract, the member agrees to abide by all confidentiality requirements set out within this contract.
- 7.3 Anyone dealing with test materials must, at all times, ensure their confidentiality. The contents of any test, mark scheme or related materials must not be discussed with any person unless expressly authorised by STA.
- 7.4 Materials may not be copied, and a written record of their content must not be made without the express agreement of STA.
- 7.5 Materials being viewed must not be left visible or unattended at any time. Whilst not in use, materials must be securely locked away.
- 7.6 Materials must not be transmitted electronically, unless through systems authorised by DfE such as via a secure portal or encrypted memory stick. Email and text etc are not permitted means of communication when dealing with test materials.
- 7.7 If any material is, at any time, lost, stolen, or viewed by an unauthorised party, STA must be contacted immediately. As directed by STA, all materials should be returned after use. Should anyone involved in test development have reason to believe that confidentiality has been breached they must immediately report their suspicions to their STA contact.

The member will comply with the Data Protection Act and co-operate and aid STA so as to enable STA to meet its obligations under Freedom of Information Act.

## **8. ALLOCATION OF WORK**

- 8.1 Work will be awarded on first come first served basis subject to availability. We will write to all successful Educational Psychologist the first time we require work and award the work to those Educational Psychologist who express an interest first. The next time we require these services, we shall write to the Educational Psychologist again but remove those who were awarded work the first time around from the circulation. Subsequent work will continue to be allocated using this method (i.e., those already allocated work will be excluded) until all pro Educational Psychologist on the framework have been allocated one piece of work. Once all Educational Psychologist have been allocated work, the cycle will repeat. Allocating work in this way is designed to ensure fairness and mitigate the risk of work always being awarded to the same individuals.

## 9. INTELLECTUAL PROPERTY

The ownership of and sole right to copyright and all other proprietary and intellectual property rights, materials, documents, or other papers written or prepared by the member in providing the Services shall be vested in and is hereby assigned to the Crown.

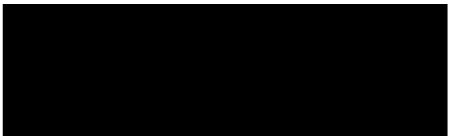
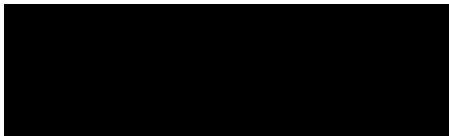


## 10. TERMINATION

This Agreement may be terminated or suspended for any period with immediate effect upon issue of notice in writing or suspended for any period with immediate effect upon issue of notice and without further obligation of payment, except for payments already paid or due at the date of termination.

## 11. VARIATION

No variation to or alteration of the terms and conditions of this Agreement shall have effect unless in writing signed by the member and a duly authorised representative of STA.

STA reserves the right to extend the contract by a further 12 months.

Signed on behalf of STA 	Signed by Supplier. 
Name: 	Name: 
Title: Programme Manager	Title: Educational Psychologist
Date: 11/10/2021	Date: 05/10/21

## Annex – Example Call-Off Order Form

### Order Form for Standards and Testing Agency

Name:				
Unique Contract Ref.:				
Role:				
Subject:				
Key stage / Level etc:				
Dates required:	From:		To:	
Maximum No of Days				
Location:				
STA contact person:				

**In witness** whereof this Call-Off Contract has been duly executed.

Signed for and on behalf of the Department for Education:
Date:

Signed for and on behalf of the Supplier:
Date: