



Department
for Education

Stimulating the SME market for T Levels.

Lot 1 Construction and the Built Environment

Award Form

This Award Form creates the Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	Buyer	The Department for Education (the Buyer). Its offices are on 20 Great Smith St, London SW1P 3BT.
2.	Supplier	Name: eVolve your future Limited Address: 155 Wellingborough Road, NN10 9TB Registration number: 06260834
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice on Find a Tender Service [2022-041156] (OJEU Contract Notice).
4.	Contract reference	Con_14226
5.	Deliverables	See Schedule 2 (Specification) for further details.
6.	Start Date	10 th June 2022
7.	End Date	31 st March 2024
8.	Extension Period	This contract may be extended for a period of 1 year
9.	Incorporated Terms (together these documents form the 'the Contract')	The following documents are incorporated into the Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: <ol style="list-style-type: none"> 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms (version 1.0) 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> • Schedule 2 (Specification) • Schedule 3 (Charges) • Schedule 4 (Tender) • Schedule 5 (Commercially Sensitive Information)

		<ul style="list-style-type: none"> • Schedule 19 (Cyber Essentials Scheme) • Schedule 20 (Processing Data) • Schedule 21 (Variation Form) • Schedule 22 (Insurance Requirements) • Schedule 25 (Rectification Plan) • Schedule 27 (Key Subcontractors) <p>7. Schedule 26 (Corporate Social Responsibility)</p> <p>8. Schedule 4 (Tender) as long as any part of the Tender that offers a better commercial position for the Buyer takes precedence over the documents above</p>
10.	Special Terms	N/A
11.	Buyer's Security Policy	Schedule 16
12.	Social Value Commitment	The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 4 (Tender)
13.	Commercially Sensitive Information	Not applicable
14.	Charges	Details in Schedule 3 (Charges)
15.	Reimbursable expenses	None
16.	Payment method	BACS
17.	Service Levels	Not applicable
18.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
19.	Liability	In accordance with Clause 11.1 of the Core Terms each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges.

20.	Cyber Essentials Certification	<ul style="list-style-type: none"> • Cyber Essentials Scheme Basic Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).
21.	Progress Meetings and Progress Reports	<ul style="list-style-type: none"> • The Supplier shall attend Progress Meetings with the Buyer every month. • The Supplier shall provide the Buyer with Progress Reports every month.
22.	Guarantee	Not applicable
23.	Supplier Contract Manager	<p>"REDACTED" Contract Manager "REDACTED" "REDACTED"</p>
24.	Supplier Authorised Representative	<p>"REDACTED" Managing Director "REDACTED" "REDACTED"</p>
25.	Supplier Compliance Officer	<p>"REDACTED" Contract Manager "REDACTED" "REDACTED"</p>
26.	Supplier Data Protection Officer	<p>"REDACTED" Company Secretary "REDACTED" "REDACTED"</p>
27.	Supplier Marketing Contact	<p>"REDACTED" Marketing Assistant "REDACTED" "REDACTED"</p>
28.	Key Subcontractors	Key Subcontractor 1 – N/A no subcontractors
29.	Buyer Authorised Representative	<p>"REDACTED" Senior Project Manager "REDACTED"</p>

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	"REDACTED"	Signature:	"REDACTED"
Name:	"REDACTED"	Name:	"REDACTED"
Role:	Contract Manager	Role:	Commercial Lead
Date:	Jun 24, 2022	Date:	Jun 27, 2022



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Core Terms

1. Definitions used in the contract

1.1 Interpret this Contract using Schedule 1 (Definitions).

2. How the contract works

2.1 If the Buyer decides to buy Deliverables under the Contract it must state its requirements using the Award Form). If allowed by the Regulations, the Buyer can:

- make changes to Award Form
- create new Schedules
- exclude optional template Schedules
- use Special Terms in the Award Form to add or change terms

2.2 The Contract:

- is between the Supplier and the Buyer
- includes Core Terms, Schedules and any other changes or items in the completed Award Form

2.3 The Supplier acknowledges it has all the information required to perform its obligations under the Contract before entering into it. When information is provided by the Buyer no warranty of its accuracy is given to the Supplier.

2.4 The Supplier won't be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

- verify the accuracy of the Due Diligence Information
- properly perform its own adequate checks

2.5 The Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.6 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

- that comply with the Specification, the Tender Response and the Contract
- using Good Industry Practice
- using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract
- on the dates agreed
- that comply with Law

3.1.2 In the event that a level of warranty is not specified in the Award Form, the Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If

the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with Clause 3. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of the Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions of the Buyer or third party suppliers.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4 Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Award Form.

4.2 All Charges:

- exclude VAT, which is payable on provision of a valid VAT invoice
- include all costs connected with the Supply of Deliverables

4.3 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Award Form.

4.4 A Supplier invoice is only valid if it:

- includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer
- includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any)

4.5 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.6 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment.

4.7 If the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Buyer, then the Buyer may either:

- require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or
- enter into a direct agreement with the Subcontractor or third party for the relevant item

4.8 If the Buyer uses Clause 4.7 then the Charges must be reduced by an agreed amount by using the Variation Procedure.

4.9 The Buyer's right to enter into a direct agreement for the supply of the relevant items is subject to both:

- the relevant item being made available to the Supplier if required to provide the Deliverables
- any reduction in the Charges excludes any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from a Buyer Cause:

- the Buyer cannot terminate the Contract under Clause 10.4.1
- the Supplier is entitled to reasonable and proven additional expenses and to

- relief from Delay Payments, liability and Deduction under this Contract
- the Supplier is entitled to additional time needed to make the Delivery
- the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

- gives notice to the Buyer of the Buyer Cause within 10 Working Days of becoming aware
- demonstrates that the Supplier Non-Performance only happened because of the Buyer Cause
- mitigated the impact of the Buyer Cause

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Award Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts in respect of the Contract for 7 years after the End Date and in accordance with the GDPR.

6.3 The Supplier must allow any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit.

6.4 The Supplier must provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

- tell the Buyer and give reasons
- propose corrective action
- provide a deadline for completing the corrective action

7. Supplier staff

7.1 The Supplier Staff involved in the performance of the Contract must:

- be appropriately trained and qualified
- be vetted using Good Industry Practice and the Security Policy
- comply with all conduct requirements when on the Buyer's Premises

7.2 Where the Buyer decides one of the Supplier's Staff is not suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform the Contract
- the Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform the Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract
- it is not impacted by an Insolvency Event

8.2 The warranties and representations in Clauses 2.6 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies the Buyer against each of the following:

- wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract
- non-payment by the Supplier of any tax or National Insurance

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The Buyer can terminate the Contract for breach of any warranty or indemnity where they are entitled to do so.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

9.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

- obtain for the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR
- replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables

10. Ending the contract

10.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.2 The Buyer can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.3 Ending the contract without a reason

10.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier at least 90 days' notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.

10.4 When the Buyer can end the Contract

10.4.1 If any of the following events happen, the Buyer has the right to immediately terminate the Contract by issuing a Termination Notice to the Supplier:

- there's a Supplier Insolvency Event
- there's a Default that is not corrected in line with an accepted Rectification Plan
- the Buyer rejects a Rectification Plan or the Supplier does not provide it within 10 days of the request
- there's any material Default of the Contract
- there's any material Default of any Joint Controller Agreement relating to the Contract
- there's a Default of Clauses 2.6, 9, 14, 15, 27, 32 or Schedule 19 (Cyber Essentials) (where applicable) relating to the Contract
- there's a consistent repeated failure to meet the Service Levels in Schedule 10 (Service Levels)
- there's a Change of Control of the Supplier which isn't pre-approved by the Buyer in writing
- there's a Variation to the Contract which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes)
- The Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded
- the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations
- the Supplier or its Affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them

10.4.2 If there is a Default, the Buyer can, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.4.3 When the Buyer receives a requested Rectification Plan it can either:

- reject the Rectification Plan or revised Rectification Plan, giving reasons
- accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the

Rectification Plan at its own cost, unless agreed otherwise by the Parties

10.4.4 Where the Rectification Plan or revised Rectification Plan is rejected, the Buyer:

- must give reasonable grounds for its decision
- may request that the Supplier provides a revised Rectification Plan within 5 Working Days

10.4.5 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the contract ends

Where the Buyer terminates the Contract under Clause 10.4.1 all of the following apply:

10.5.1 The Supplier is responsible for the Buyer's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.5.2 The Buyer's payment obligations under the terminated Contract stop immediately.

10.5.3 Accumulated rights of the Parties are not affected.

10.5.4 The Supplier must promptly delete or return the Government Data except where required to retain copies by law.

10.5.5 The Supplier must promptly return any of the Buyer's property provided under the terminated Contract.

10.5.6 The Supplier must, at no cost to the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.5.7 The following Clauses survive the termination of the Contract: 3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the supplier can end the contract

10.6.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates the Contract under Clause 10.6.1:

- the Buyer must promptly pay all outstanding Charges incurred to the Supplier
- the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum

payable to the Supplier if the Contract had not been terminated

- Clauses 10.5.4 to 10.5.7 apply

10.7 When subcontracts can be ended

At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

- there is a Change of Control of a Subcontractor which isn't pre-approved by the Buyer in writing
- the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4
- a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer

10.8 Partially ending and suspending the contract

10.8.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

10.8.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.8.3 The Parties must agree any necessary Variation required by Clause 10.8 using the Variation Procedure, but the Supplier may not either:

- reject the Variation
- increase the Charges, except where the right to partial termination is under Clause 10.3

10.8.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under the Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Award Form.

11.2 No Party is liable to the other for:

- any indirect Losses
- Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.1, neither Party limits or excludes any of the following:

- its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors
- its liability for bribery or fraud or fraudulent misrepresentation by it or its employees
- any liability that cannot be excluded or limited by Law

11.4 In spite of Clause 11.1, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.8 or Schedule 7 (Staff Transfer) of the Contract.

11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with the Contract, including any indemnities.

11.6 When calculating the Supplier's liability under Clause 11.1 the following items will not be taken into consideration:

- Deductions
- any items specified in Clause 11.4

11.7 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Schedule 26 (Corporate Social Responsibility).

12.2 The Supplier indemnifies the Buyer against any costs resulting from any Default by the Supplier relating to any applicable Law.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances in Schedule 22 (Insurance Requirements).

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 20 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

- tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier
- restore the Government Data itself or using a third party

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless the Buyer is at fault.

14.8 The Supplier:

- must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request
- must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading
- must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice
- securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it
- indemnifies the Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

- keep all Confidential Information it receives confidential and secure
- not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under the Contract
- immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure
- if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party
- if the information was given to it by a third party without obligation of confidentiality
- if the information was in the public domain at the time of the disclosure
- if the information was independently developed without access to the Disclosing Party's Confidential Information
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers on a need-to-know basis
- to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- on a confidential basis to the employees, agents, consultants and contractors of the Buyer
- on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to

- if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions
- where requested by Parliament
- under Clauses 4.7 and 16

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information and any Information which is exempt from disclosure by Clause 16 is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

16.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

- publish the Transparency Information
- comply with any Freedom of Information Act (FOIA) request
- comply with any Environmental Information Regulations (EIR) request

16.3 The Buyer may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

17. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

18. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

19. Other people's rights in the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

- provides a Force Majeure Notice to the other Party
- uses all reasonable measures practical to reduce the impact of the Force Majeure Event

20.2 Either party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.3 Where a Party terminates under Clause 20.2:

- each party must cover its own Losses
- Clause 10.5.2 to 10.5.7 applies

21. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign the Contract without the Buyer's written consent.

23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

23.3 When the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

23.4 The Supplier can terminate the Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

- their name
- the scope of their appointment
- the duration of their appointment

24. Changing the contract

24.1 Either Party can request a Variation to the Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- with the Variation Form, where the Supplier requests the Variation
- within the time limits included in a Variation Form requested by the Buyer

24.3 If the Variation to the Contract cannot be agreed or resolved by the Parties, the Buyer can either:

- agree that the Contract continues without the Variation
- terminate the affected Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them
- refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Buyer is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, the Charges or the Contract and provide evidence:

- that the Supplier has kept costs as low as possible, including in Subcontractor costs
- of how it has affected the Supplier's costs

24.7 Any change in the Charges or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Award Form.

25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

- allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim
- give the Indemnifier reasonable assistance with the claim if requested

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

- the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money
- the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

- commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2)
- do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them

27.2 The Supplier must during the Contract Period:

- create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same
- keep full records to show it has complied with its obligations under Clause 27 and give copies to the Buyer on request
- if required by the Buyer, within 20 Working Days of the Start Date of the Contract, and then annually, certify in writing to the Buyer, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures

27.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

- been investigated or prosecuted for an alleged Prohibited Act
- been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency
- received a request or demand for any undue financial or other advantage of any kind related to the Contract
- suspected that any person or Party directly or indirectly related to the Contract has committed or attempted to commit a Prohibited Act

27.4 If the Supplier notifies the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

- Prohibited Act
- identity of the Party who it thinks has committed the Prohibited Act
- action it has decided to take

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

- protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise
- any other requirements and instructions which the Buyer reasonably imposes related to equality Law

28.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

- all applicable Law regarding health and safety
- the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier

29.2 The Supplier must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer Premises that relate to the performance of the Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest

or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under the Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Buyer of it within 5 Working Days including:

- the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant
- other information relating to the Occasion of Tax Non-Compliance that the Buyer may reasonably need

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:

- comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions
- indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

- the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding
- the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer
- the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements
- the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.

32.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of:

- Law
- Clause 12.1
- Clauses 27 to 32

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Buyer refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- determine the Dispute
- grant interim remedies
- grant any other provisional or protective relief

34.4 The Supplier agrees that the Buyer has the exclusive right to refer any Dispute to be

finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Buyer has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of the Contract during any Dispute.

35. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.



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Schedules

Schedule 1 (Definitions)

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
 - 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
 - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
 - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

1.3.11 the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	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 of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Buyer's right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by the Buyer under a Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 26 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;g) obtain such information as is necessary to fulfil the Buyer's obligations to supply information for parliamentary, ministerial,

	<p>judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;</p> <p>i) carry out the Buyer's internal and statutory audits and to prepare, examine and/or certify the Buyer's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources.</p>
"Auditor"	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified in the Award Form;

"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Contract"	the contract between the Buyer and the Supplier, which consists of the terms set out and referred to in the Award Form;
"Contract Period"	the Contract Period in respect of the Contract;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency;</p>
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Award Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Award Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not

	it is marked as " confidential ") or which ought reasonably to be considered to be confidential;
" Conflict of Interest "	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
" Contract "	the contract to be entered into between the Buyer and the Supplier for the provision of the Deliverables;
" Contracts Finder "	the Government's publishing portal for public sector procurement opportunities and contract data;
" Contract Period "	the term of the Contract from the earlier of the: a) applicable Start Date; or b) the Effective Date until the applicable End Date;
" Contract Value "	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
" Contract Year "	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
" Control "	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and " Controlled " shall be construed accordingly;
" Controller "	has the meaning given to it in the GDPR;
" Core Terms "	the Buyer's standard terms and conditions for common goods and services which comprise one part of the Contract the full title of which is Core Terms – Mid-tier version 1.0;
" Costs "	the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables: a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation;

	<p>viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</p> <p>ix) reasonable recruitment costs, as agreed with the Buyer;</p> <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Award Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>a) Overhead;</p> <p>b) financing or similar costs;</p> <p>c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>d) taxation;</p> <p>e) fines and penalties;</p> <p>f) amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under the Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of the Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the Contract and in respect of which the Supplier is liable to the Buyer;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of the Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Schedule 8 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Award Form (for the purposes of this definition the "Disaster Period");
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);

"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under the Contract as:</p> <p>a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>b) is required by the Supplier in order to provide the Deliverables; and/or</p> <p>c) has been or shall be generated for the purpose of providing the Deliverables;</p>
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	<p>the earlier of:</p> <p>a) the Expiry Date (as extended by any Extension Period exercised by the Buyer under Clause 10.2); or</p>

	b) if the Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Award Form;
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 11.2 :</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Contract Year; or</p> <p>iii) after the end of the Contract, the Charges paid or payable in the last Contract Year during the Contract Period;</p>
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Expiry Date"	the date of the end of the Contract as stated in the Award Form;
"Extension Period"	such period or periods beyond which the Initial Period may be extended up to a maximum of the number of years in total specified in the Award Form;
"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;
"Force Majeure Event"	any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:

	<p>acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>a) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>b) acts of a Crown Body, local government or regulatory bodies;</p> <p>c) fire, flood or any disaster; or</p> <p>d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>iii) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"Incorporated Terms"	the contractual terms applicable to the Contract specified in the Award Form;
"Special Terms"	any additional terms and conditions specified in the Award Form incorporated into the Contract;
"Tender Response"	the tender submitted by the Supplier to the Buyer and annexed to or referred to in Schedule 4 (Tender);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	<p>a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;

"Goods"	goods made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government 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, including any of the Buyer's Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2 ;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 23 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Buyer completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;

	<p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with the Award Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of the Contract specified in the Award Form;
"Insolvency Event"	<p>a) in respect of a person:</p> <p>b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p>

	<p>e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Contract Period to install the Goods in accordance with the Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall Invoice the Buyer as specified in the Award Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;

"Joint Controller Agreement"	the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in Annex 2 of Schedule 20 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Personnel"	the individuals (if any) identified as such in the Award Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with the Contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Contract, <p>and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Schedule 2 (Specification), if applicable;
"Marketing Contact"	shall be the person identified in the Award Form;
"Milestone"	an event or task described in the Implementation Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p>

	<p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Award Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted within by Law;
"Party"	the Buyer or the Supplier and "Parties" shall mean both of them where the context permits;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online

	at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Award Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Award Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by the Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures

	including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Schedule 25 (Rectification Plan Template) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.2 to 10.4.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
"the Buyer's Confidential Information"	c) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights,

	<p>trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);</p> <p>d) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Buyer's attention or into the Buyer's possession in connection with the Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables , whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required Insurances"	the insurances required by Schedule 22 (Insurance Requirements);
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in Annex 2 of Part B of Schedule 8 (Implementation Plan and Testing) or as agreed by the Parties where Schedule 8 is not used in this Contract) granted by the Buyer when the Supplier has Achieved a Milestone or a Test;
"Schedules"	any attachment to the Contract which contains important information specific to each aspect of buying and selling;

"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 16 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Award Form;
"Services"	services made available by the Supplier as specified in Schedule 2 (Specification) and in relation to a Contract as specified in the Award Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided)
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Award Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;

"Specification"	the specification set out in Schedule 2 (Specification), as may, in relation to the Contract, be supplemented by the Award Form;
"Standards"	<p>any:</p> <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 2 (Specification); c) standards detailed by the Buyer in the Award Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	the date specified on the Award Form;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party:</p> <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier"	the person, firm or company identified in the Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Award Form, or later defined in a Contract;

"Supplier's Confidential Information"	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with the Contract;</p> <p>c) Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under the Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under the Contract;
"Supply Chain Information Report Template"	the document at Annex 1 of Schedule 18 Supply Chain Visibility;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other

	sums due from the Buyer under the Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests and Testing"	any tests required to be carried out pursuant to the Contract as set out in the Test Plan or elsewhere in the Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of the Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Schedule 21 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Award Form.
"Work Day"	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

Schedule 2 (Specification)

This Schedule sets out what the Buyer wants.

Specification

Contents

- 1) Introduction**
- 2) Background to the requirement**
- 3) Description of Requirements**
- 4) Key Performance Indicators**

1) Introduction

1. T Levels are qualifications for students aged 16 to 19 who have finished GCSEs. They are a 2-year qualification and the equivalent to studying 3 A levels.
2. They have been developed in collaboration with over 250 businesses, to give them the skilled workforce they need by helping young people develop their knowledge, attitude, and practical skills to thrive in the workplace.
3. Each T Level offers students a mixture of technical, classroom learning and 'on-the-job' experience through an industry placement. The first 3 T Levels started in September 2020, and over the coming years the rollout of T Levels will continue - **by 2023**, all 23 T Levels will be available, and the number of providers will have increased significantly from 1,800 to 100,000 by 2025.

2) Background to the requirement

1. To scale up the number of industry placements as T Levels grow, additional industry placement opportunities need to be sourced to meet the growing demand of student numbers.
2. The Small and Medium Enterprises (SMEs) market make up 99% of the UK's (United Kingdom) business population. The term SME encompasses micro employers with less than 10 employees, small employers with less than 50 employees and medium sized employers with less than 250 employees.
3. By raising awareness of T Levels and the benefits of hosting industry placements within the SME market, we aim to unlock additional industry placement capacity. This additional capacity will support the scale up of T Levels whilst contributing positively to SMEs nationally by providing potential new workforce employees of high and relevant calibre suitable to their industry.
4. Every T Level student will undertake a mandatory industry placement relevant to the occupational area they are studying for a minimum of 315 hours. The industry placement is a key component of the course and without it, a student will not be able to graduate.
5. As T Levels are rolled out, training providers need to source an increasing number of industry placements for eligible students and will be asking employers to make the shift to offering longer, more substantial placements than the traditionally offered pathways.
6. T Levels launched in September 2020, and we will continue to grow the programme over the next few years and expect to be at steady state by 2025 when there will be c100,000 students for T levels per year. SMEs currently require additional support at this early stage to embed the programme as it grows. SMEs make up the largest proportion of the national economy and it is

recognised that SMEs do not have the same infrastructure of larger employers. The current promotional low/no cost marketing available from DfE to intermediaries should be used as part of good practice of contractors to provide a service to their membership. However, we recognise for SMEs there is a need for an extra layer of support to broker a relationship with their relevant T Level provider, as well as support to ensure they understand the benefits and requirements of a T Level placement.

7. Contractors will need to show how they intend to engage the SME market whilst they emerge from the Covid-19 pandemic, to increase their knowledge of T Levels and industry placements and their ability and willingness to offer placements in financial years of 2022/23 and 2023/24.
8. We expect contractors to help SMEs understand what an industry placement is, how they can host a quality industry placement within their business and the benefits of getting involved as part of their business as usual service using no/low cost materials. For this procurement, we are looking for the Contractor to establish strong relationships with employers and other local partners, enabling them to:
 - a) **Identify SMEs that can host high-quality industry placements relevant to each student's location and the sector specific course they are undertaking, by using innovative solutions to source them,**
 - b) **Work together to tailor their delivery of industry placements, to the real-time needs of the employer, the learner, the provider network, and the local labour market. The Contractor must be flexible with their engagement, to allow them to react to the employers they are engaging with and their varying needs. Contractors must to be able to react to emerging needs and changing priorities over the course of the contract.**
 - c) **Support SMEs to find a suitable provider to work with to identify a student to offer a quality industry placement.**
 - d) **Support SMEs in building long-term capacity to offer T Level placements in the future.**

3) Description of Requirements

1. Successful contractors are expected to secure T Level industry placements hosted by newly engaged SMEs for students who started their T Level qualifications from September 2021 and need to be geographically and sector/ route specific to match student demand.
2. Newly engaged SMEs are identified as those who have never actively hosted a T Level industry placement (previous capacity development fund (CDF) industry placements are permissible) or have not done so in the preceding 24 months from the time of engagement. We would also expect Contractors to build SMEs' confidence in delivering repeat placement opportunities.

3. The department would welcome bids from individual partners or a consortium of multiple partners working collaboratively and submitting under one application. Contractors must be able to demonstrate a national reach across England.
4. Contractors must ensure that any industry placements offered are for those aged 16 to 19 who are enrolled on a T Level qualification with a pre-identified training provider.
5. The Contractor should engage SME employers in a timely manner to ensure the number of industry placement outcomes sourced, meets the minimum number as outlined in the table below (please refer to the "Table 1: Volume of expected Industry placement outcomes", in the Scope section of this document). The Contractor must also ensure any placement outcomes secured are of an occupational relevance and are purposeful whilst maintaining and safeguarding students' personal welfare. The number of placements sourced, and the quality of placements, will be monitored.
6. The legal basis for this Service is present in the Employment and Training Act 1973.
7. The contractor must ensure SMEs gain a better understanding of the business benefits, support, and resources available to them in relation to T Levels and delivering industry placements.
8. The contractor must provide, to the engaged SME, a support and planning offer, ensuring the employer understands the T Level qualification so they can plan and develop an industry placement that supports the learner:
 - a) Ensuring the employer understands their responsibilities when hosting a student and relevant steps have been put in place where required.
 - b) In addition to brokering the relationship between the employer and provider, the contractor and learner must ensure that both parties know they must agree learner objectives which are to be signed by the employer and provider. Copies of these objectives must be returned as evidence to receive the industry placement outcome payment,
 - c) Supporting the employer with selection of an industry placement student where the employer has requested this type of support.
9. The contractor will stimulate employer interest and engagement by working creatively to provide new and innovative ways of working with the SME market and document this activity in their action plans with appropriate milestones, dates, number of expected industry placement outcomes and associated costs.

10. The contractor will be expected to utilise existing Government collateral in their market engagement activities. This will include, but is not limited to, the following (a comprehensive list / annex will be provided with the contract):

- a) Links to SME specific material and case studies
[T Levels and industry placement support for employers](#)
- b) Links to a collection of resources and materials for promoting T levels, including branding and communication guidelines. Contractors have the freedom to develop their own marketing materials, if they are in line with the guidelines set out. Development of marketing materials will not be funded as part of this contract.
<https://www.gov.uk/government/collections/resources-and-materials-for-promoting-t-levels>
- c) Video/YouTube clips highlighting case studies.

Skill areas and case studies – T Levels and industry placement support for employers

- d) Employer Guidance, including an Annex E: Industry placement agreement template which must be signed by both the provider and employer and will be used to evidence an industry placement start.
[T Level Industry Placements Employer Guide.](#)
[Annex E: Industry placement agreement template](#)

11. Contractors will be required to engage sufficient numbers of SMEs in order to achieve the volumes of industry placements starts, as outlined in the table (please refer to “Table 1: Volume of expected Industry placement outcomes”, in the Scope section of this document). Delivering high-quality T Level industry placements which are relevant to students’ chosen T Level and support progression into apprenticeships, employment, or further learning.

12. Contractors must define how they will ensure SMEs delivering industry placements under this contract are newly engaged with T Levels and have not previously delivered a T Level industry placement. Placement outcomes will be verified through the completion of the learner objectives, signed by the employer and provider, submitted monthly at contract management meetings with the department.

13. Contractors must clearly define how they will use this funding to target T Level industry placements in newly engaged SMEs to deliver the number of industry placement starts as stated in the table below, profiled on a month by month basis (please refer to Table 1: Volume of expected Industry placement outcomes, in the Scope section of this document).

14. As part of the bid Contractors must prepare a comprehensive plan defining how they will measure the impact of their activities via clear agreed milestones and specifically the volume of industry placement starts. The number of industry placement outcomes sourced will be monitored via submissions of Annex E: Industry placement agreement templates. This plan should also include a costed breakdown of the funding spend needed to set up and implement the contract, profiled out on a month by month basis for the entirety of the contracted period.
15. Contractors must ensure that any leads for placement opportunities are passed onto providers who are delivering the relevant T Level qualification. In their bid Contractors should outline how they will ensure engaged SMEs are matched to providers ensuring the industry placement meets the qualification need. There is an expectation that the employer will understand and agree what their roles and responsibilities are in hosting an industry placement prior to being passed on to a provider.
16. The contractor must ensure that where there is current SME engagement activity in place, they can demonstrate how any engagement activity they claim funding for under this contract fits with the definition of 'newly engaged' and is not just 'Business as Usual'.
17. The contractor must detail historic and current SME engagement activity undertaken for the sectors they are bidding for and what the outcomes were.
18. The contractor must demonstrate their ability to engage in and deliver placement opportunities at scale for the sector(s) they are bidding for. The sectors available to bid for are:
 - a. Construction and the Built Environment,
 - b. Engineering & Manufacturing,
 - c. Digital
 - d. Business Operations (which is an umbrella term for Business and Administration, Legal, Finance and accounting)
19. The contractors must put in place the mechanisms required to track and demonstrate newly engaged SMEs, and the live number of industry placement outcomes secured, and report on this on a monthly basis. This will be monitored through monthly performance review meetings.
20. The contractors must outline how they will measure the impact that engagement activity has on the volume of SMEs engaged with T Levels and the volume of industry placement starts achieved as a direct result of the engagement activity.
21. The contractor must be able to demonstrate their well-established links / relationships with providers.

22. Contractors must clearly define how they will use funding to target SMEs relevant to the sector(s) they are bidding for (construction and the built environment, digital, engineering and manufacturing and business operations) to deliver high quality industry placement opportunities. The quality of placements will be monitored through the submission of completed learner objective templates.
23. Contractors should also be aware the department will monitor repeat delivery of placements in further years, from the SMEs engaged through this contract, as a way of monitoring the quality of delivery.
24. Contractors must report back to the department monthly, recording: how they have measured the impact of their engagement activities, the number of industry placements they have secured along with the supporting evidence (learner objectives signed by provider and employer) to generate the second 50% payment element.
25. There will be a meeting between the department and the Contractor to set key performance indicators (KPIs) and agree the milestones within the Contractors' delivery plan. Contractors' performance will be monitored against the KPIs and milestones that are set out, at their monthly performance meetings with the department.
26. Contractors should be aware that the department will consider the lessons learned from this programme, with possibility for continuation of this programme.

4) Key Performance Indicators

KPI reference	Measure	Target
KPI 1	Monthly contract meeting with DfE with completion of monthly report. Suppliers to provide monthly reports on: 1) the number of SMEs engaged 2) the number of newly engaged SMEs handed over to named providers 3) the volume of placement starts the above have resulted in, (as evidenced by copies of completed learner objective templates)	100% attendance and reporting
KPI 2	Engage employers with a minimum 5:1 ratio of Industry Placement Starts over the course of the year	Achieve engagements of 5:1
KPI 3	Increase awareness of T level and industry placements through engagements	85%
KPI 4	Increase employer's confidence to implement industry placements	85%

5) Payments

1. The payment of funds will be as follows:
2. The DfE will pay up to £375 per placement, 50% of the overall annual value will be provided to suppliers to be profiled over the contract year (please see Table 3) and the remaining 50% will be paid per evidencing of secured Industry Placement Start (cap of £187.50 per secured Industry Placement).
3. 50% of annual contract value will be paid to providers for set-up as per **table 3**, for development and implementation costs of engagement plans. Providers will have to detail a monthly profile of how they will spend these costs.

4. This funding should be used to build capacity to deliver engagement activities.
5. Contractors must provide a monthly forecast in their bid, of how they intend to use this funding including, which activities or resource will be used and agree to provide updated forecasts as part of the monthly contract meetings if appropriate.
6. 50% payable on a payment by results basis. This will be determined by the number of placement starts that are secured. This will be measured throughout the contract via monthly performance reviews and monitoring of the number of Annex E submissions.
7. The Department will expect contractors to provide monthly reports on:
 - a) the number of SMEs engaged
 - b) the number of newly engaged SMEs handed over to named providers
 - c) the volume of placement starts (as evidenced by copies of completed learner objective templates)

Table 1: Volume of expected Industry Placements

Lot (Sector)	Industry Placement Volume 2022/23	Industry Placement Volume 2023/24	Industry Placement Volume 2024/5	Total Industry placements numbers per lot (sector)
Construction and the Built Environment	598	598	598	1794
Business Operations	110	332	222	664
Engineering & Manufacturing	240	702	481	1,423
Digital	697	697	704	2,098

This table details the indicative volume of expected industry placement outcomes, per lot for each contract year in financial years.

Table 2: Total value of lots (based on upfront costs and secured Industry

Placements)

	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction and the Built Environment	£224,250	£224,250	£224,250	£672,750
Lot 2- Business Operations	£41,250	£124,500	£83,250	£249,000
Lot 3- Engineering & Manufacturing	£90,000	£263,250	£180,375	£533,625
Lot 4- Digital	£261,375	£261,375	£264,000	£786,750

This table details the indicative contract values of each lot by each contract year based on Table 1 volumes. The initial contract will be for Years 1 and 2, with year 3 included as an option to extend at the discretion of the DfE.

Table 3: Value of lots based on 50% upfront payment

	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction and the Built Environment	£112,125	£112,125	£112,125	£336,375
Lot 2- Business Operations	£20,625	£62,250	£41,625	£124,500
Lot 3- Engineering & Manufacturing	£45,000	£131,625	£90,188	£266,813
Lot 4- Digital	£130,688	£130,688	£132,000	£393,375

This table details upfront value caps that will be provided to the supplier to profile against the relevant contract years. The initial contract will be for Years 1 and 2, with year 3 included as an option to extend at the discretion of the DfE.

Table 4: Indicative split of required Industry Placements split by region

		Construction and the Built Environment			Business Operations			Digital			Engineering & Manufacturing	
	% Weigh ting 2021 /22- 2022 /23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weight ing 2023/2 4- 2024/2 5
East Midlands	14%	2%	5%	N/A	11%	6%	13%	9%	1%	N/A	11%	2%
East of England	8%	12%	7%	N/A	8%	6%	9%	5%	7%	N/A	9%	5%
London	13%	19%	24%	N/A	17%	17%	15%	17%	12%	N/A	18%	18%
North East	9%	9%	22%	N/A	15%	18%	6%	18%	35%	N/A	13%	27%
North West	9%	12%	5%	N/A	13%	12%	12%	13%	10%	N/A	9%	6%
South East	10%	11%	9%	N/A	9%	10%	10%	9%	3%	N/A	10%	10%
South West	4%	10%	10%	N/A	9%	15%	8%	6%	9%	N/A	14%	8%
West Midlands	17%	13%	11%	N/A	10%	14%	15%	11%	13%	N/A	11%	16%
Yorkshire and Humberside	16%	12%	7%	N/A	8%	2%	10%	13%	10%	N/A	5%	9%

The sourcing of industry placement outcomes will be driven by geographical need as demonstrated in the following table. This provides an indicative split with the breakdown of placement starts to be agreed by region at the start of each contract year.

7. The national contract(s) awarded will need to engage and source industry placements within the Construction and the Built Environment, Engineering & Manufacturing and Digital sectors. Business Operations (Lot 2) is an umbrella term for the following T level courses: Legal, Finance, Accounting and Business Admin.
8. The department will validate and monitor the number of placement starts sourced by the Contractor monthly.
9. Contractors will be required to provide monthly activity and progress returns, measured against contract specification.

10. There will be one contract awarded per sector.

6) Contract period

Year 1	4 th June 2022 - 31 st March 2023
Year 2	1 st April 2023 - 31 st March 2024
Year 3 (option to extend)	1 st April 2024 – 31 st March 2025

Schedule 3 (Charges)

1. How Charges are calculated

1.1 The Charges:

1.1.1 shall be calculated in accordance with the terms of this Schedule;

2. The pricing mechanisms

2.1 The pricing mechanisms and prices set out in Annex 1 shall be available for use in calculation of Charges in the Contract.

3. Are costs and expenses included in the Charges

3.1 The Charges shall include all costs and expenses relating to the provision of Deliverables. No further amounts shall be payable in respect of matters such as:

3.1.1 incidental expenses such as travel, subsistence and lodging, document or report reproduction, shipping, desktop or office equipment costs, network or data interchange costs or other telecommunications charges; or

3.1.2 costs incurred prior to the commencement of the Contract.

4. Other events that allow the Supplier to change the Charges

4.1 The Charges can also be varied (and Annex 1 will be updated accordingly) due to:

4.1.1 a Specific Change in Law in accordance with Clause 24;

4.1.2 a review in accordance with insurance requirements in Clause 13;

4.1.3 a request from the Supplier, which it can make at any time, to decrease the Charges; and

Annex 1: Rates and Prices

4) Payments

- The payment of funds will be as follows:
- The DfE will pay up to £375 per placement, 50% of the overall annual value will be provided to suppliers to be profiled over each contract year (please see Table 3) and the remaining 50% will be paid per evidencing of secured Industry Placement Start (£187.50 per secured Industry Placement).
- 50% of total contract value will be paid to providers for set-up, development, and implementation costs of engagement plans. Providers will have to detail how they will spend their costs as per the evaluation criteria and will have to evidence costs via invoicing to be paid these throughout the life of the contract
 - This funding should be used to build capacity to deliver engagement activities.
 - Contractors must provide a monthly forecast in their bid, of how they intend to use this funding including, which activities or resource will be used and agree to provide updated forecasts as part of the monthly contract meetings if appropriate.
- 50% payable on a payment by results basis. This will be determined by the number of placement starts that are secured. This will be measured throughout the contract via monthly performance reviews and monitoring of the number of Annex E submissions.

Table 1: Volume of expected Industry Placements.

Lot (Sector)	Industry Placement Volume 2022/23	Industry Placement Volume 2023/24	Industry Placement Volume 2024/5	Total Industry placements numbers per lot (sector)
Construction and the Built Environment	598	598	598	1794
Business Operations	110	332	222	664
Engineering & Manufacturing	240	702	481	1,423
Digital	697	697	704	2,098

This table details the indicative volume of expected industry placement outcomes, per lot for each contract year in financial years.

Table 2: Capped total value of lots based on initial 50% costs and secured Industry Placements

	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction	£224,250	£224,250	£224,250	£672,750
Lot 2- Business Operations	£41,250	£124,500	£83,250	£249,000
Lot 3- Engineering & Manufacturing	£90,000	£263,250	£180,375	£533,625
Lot 4- Digital	£261,375	£261,375	£264,000	£786,750

This table details the indicative contract values of each lot by each contract year based on Table 1 volumes. The initial contract will be for Years 1 and 2, with year 3 included as an option to extend at the discretion of the DfE.

Table 3: Capped value of lots based on initial 50% payment

	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction	£112,125	£112,125	£112,125	£336,375
Lot 2- Business Operations	£20,625	£62,250	£41,625	£124,500
Lot 3- Engineering & Manufacturing	£45,000	£131,625	£90,188	£266,813
Lot 4- Digital	£130,688	£130,688	£132,000	£393,375

This table details initial value caps that will be provided to the supplier to profile against the relevant contract years, all payments will require evidence via invoicing to receive payments. The initial contract will be for Years 1 and 2, with year 3 included as an option to extend at the discretion of the DfE.

Table 4: Indicative split of required Industry Placements split by region

		Construction and the Built Environment			Business Operations			Digital			Engineering & Manufacturing	
	% Weigh ting 2021 /22- 2022 /23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weigh ting 2023/ 24- 2024/ 25	% Weigh ting 2021/ 22- 2022/ 23	% Weigh ting 2022/ 23- 2023/ 24	% Weight ing 2023/2 4- 2024/2 5
East Midlands	14%	2%	5%	N/A	11%	6%	13%	9%	1%	N/A	11%	2%
East of England	8%	12%	7%	N/A	8%	6%	9%	5%	7%	N/A	9%	5%
London	13%	19%	24%	N/A	17%	17%	15%	17%	12%	N/A	18%	18%
North East	9%	9%	22%	N/A	15%	18%	6%	18%	35%	N/A	13%	27%
North West	9%	12%	5%	N/A	13%	12%	12%	13%	10%	N/A	9%	6%
South East	10%	11%	9%	N/A	9%	10%	10%	9%	3%	N/A	10%	10%
South West	4%	10%	10%	N/A	9%	15%	8%	6%	9%	N/A	14%	8%
West Midlands	17%	13%	11%	N/A	10%	14%	15%	11%	13%	N/A	11%	16%
Yorkshire and Humberside	16%	12%	7%	N/A	8%	2%	10%	13%	10%	N/A	5%	9%

The sourcing of industry placement outcomes will be driven by geographical need as demonstrated in the following table. This provides an indicative split with the breakdown of placement starts to be agreed by region at the start of each contract year.

- The national contract(s) awarded will need to engage and source industry placements within the Construction, Engineering & Manufacturing and Digital sectors. Business Operations (Lot 2) is an umbrella term for the following T level courses: Legal, Finance, Accounting and Business Admin.
- The department will validate and monitor the number of placement starts sourced by the Contractor monthly.
- Contractors will be required to provide monthly activity and progress returns, measured against contract specification.
- There will be one contract awarded per sector.

Schedule 4 (Tender)

Question 1

Please demonstrate that you have sufficient knowledge of T levels, Industry Placements and how these fit within the post 16 landscape.

- i. Demonstrate a clear understanding and interest in the technical reforms and post 16 skills Plan including industry placement policy.**
- ii. Detail any current work undertaken to date to engage with and provide guidance to SMEs on post-16 education.**
- iii. Demonstrate evidence of working with employers at an operational level and using expert knowledge to underpin detailed operational conversations that will support employers to develop and host industry placements in the specific sector you are bidding for.**
- iv. Demonstrate evidence of your expertise/knowledge of the sector you are bidding for**

10% weighting

(2,000 words)

1,987/ 2,000 words

i. Demonstrate a clear understanding and interest in the technical reforms and post 16 skills Plan including industry placement policy.

eVolve your future has been delivering education, training, and careers advice/ guidance for post-16 customers since 2007. Led by a passionate Managing Director (also the company owner), we are passionate about supporting people reach their desired goals and this particular contract is exactly what the team at eVolve your future are experienced at delivering to a high standard.

The Senior Management Team priorities are to engage with key stakeholders in the technical reforms and post-16 Skills Plan; ensuring we support the vision of a thriving economy through brokering the highest quality services which adhere to the Industry Placement Policy Framework and meets the needs of our customers.

From our experience, for the high number of young people nationally who have no desire to continue in formal classroom learning, these reforms present a solution to bridge the gap between pre and post 16 education. Historically young people were expected to either find employment, continue with studying or engage in an Apprenticeship. Although Apprenticeships provide a satisfactory hybrid model for a large proportion of young people, for some young people it does not due to the

requirement to achieve a higher-level qualification on an apprenticeship – which many find too challenging and therefore disengage and find themselves in the NEET category.

Through our experience of placing young people into work placements and employment with employers over the last 16 years, we have witnessed first-hand that many 16–19-year-olds do not possess the relevant skills and attitudes that employers desire. Technical reforms have allowed employers to co-develop programmes to upskill young people for success in the workplace and allow a young person the opportunity to progress. More specifically, the benefits of an industry placement as part of a T Level are clear for both the employer and the young person. For young people, the placement increases their practical knowledge and skills, directly supporting their achievement of their technical qualification, allows the young person to grow in confidence and allows them to develop the workplace behaviour expected by industry professionals. For the industry placement host employer, it provides them a chance to grow, be more productive and attract new talent.

The introduction of allowing T Level students to achieve GCSE-level English and maths following completion of their course (rather than as a condition of completing their course) in 2021 further opens up the opportunity to study for those young people who were disconcerted by this condition. The T Level industry placement model allows individuals to experience varied industry roles whilst also embedding Functional Skills. For example, in construction, students can experience stone walling or bricklaying and use Maths to enhance the ability to conduct calculations, or they could experience Quantity Surveying and use English to assist with report writing.

Flexibility in the approach for industry placements is key to success. It needs to meet the employer's needs and structure, as well as the student's expectations, and the course overview (in-line with the core principles of the placement model/models). An agreed plan - (Industry Placement Objective Template) with all three parties; Education Provider, Employer and Student will capture short- and long-term goals for the T Level and future progression goals, such as an apprenticeship and employment.

ii. Detail any current work undertaken to date to engage with and provide guidance to SMEs on post-16 education.

Through delivery of our varied post-16 training and education programmes, we work with employers on a daily basis to provide guidance to SMEs on post-16 education. This includes through our non-devolved AEB contract nationally, Construction Skills Training and Apprenticeships.

The following provides examples of how we engage with employers to provide guidance.

For Apprenticeships, following initial engagement, our Contract Manager visits the employer to identify company, workforce and training needs using a formal Organisational Needs Analysis (ONA). Both informal (i.e. general conversations) and formal (i.e. ONA) measures, we identify tasks which the employer/new apprentice requires training within (e.g. for Business Admin - administering documents/communicating with colleagues/phone communications/supporting basic data analysis). These tasks are mapped across to the appropriate apprenticeship Standard's learning aims. If tasks successfully map across, we determine whether an apprenticeship is the right training solution by considering e.g. ability to integrate specific processes/software into training plans, access to on-the-job training from a manager, and how off-the-job training from eVolve your future could develop further required behaviours/skills/knowledge. We also assure an apprenticeship aligns with a company's aspirations to invest in their workforce/meet strategic plan objectives. Should an apprenticeship not be suitable, we signpost/refer to e.g. Skills Support for Workforce, or college provision.

In 2020-21, eVolve your future delivered a DfE Taking Teaching Further funded project. The project saw us engage with over 140 SMEs by attending events, meetings and setting up a working group. In-depth discussions allowed us to uncover their expectations when recruiting new people into the construction industry, as well as to agree ways forward in how we can work together to share valuable industry-based knowledge and skills with the teaching sector. This project uniquely provides eVolve your future with ready-developed SME contacts, as well as Chamber of Commerce members, Construction Training Networks and Industry forums.

We are also delivering a CITB/ Community Renewal Fund Construction Skills Training project, through which we engage construction companies who are actively recruiting. Our delivery model includes a site visit and guaranteed interviews for unemployed learners with employers, which has resulted in many of their vacancies being filled.

Skills Support for the Workforce delivery has also allowed us to train staff in Team Leading, Customer Service and IT skills, from across varied employment sectors. Our training programmes have assisted employers with their internal progression planning and retention policy – a direct benefit of supporting staff whilst working through learning.

iii. Demonstrate evidence of working with employers at an operational level and using expert knowledge to underpin detailed operational conversations that will support employers to develop and host industry placements in the specific sector you are bidding for.

Our staff are experienced and knowledgeable, which enables them to underpin detailed operational conversations that support employers to develop and host industry placements for construction. They possess the appropriate skills, focus on the construction industry, and an understanding of the nuance of the task (i.e.

uncover and create employment and training opportunities), to successfully recruit employers who genuinely wish to provide them with the opportunity to engage in their business.

Due to a lack of understanding, employers themselves may create barriers to providing placement opportunities for young people; this is compounded by employers often perceiving associated risk (e.g lack of work readiness in many young people). To overcome this concern, our staff leverage their experience in encountering varied barriers employers state as to why they are unable to host placements. In response to this we have developed a solid and evidence-based strategy which effectively counteracts/ alleviates any issues employers state e.g. health and safety, time and support, reduction in productivity.

For example, in 2020, construction employers highlighted to our delivery staff that new recruits are often not prepared for employment and, more importantly, for the realities of working on-site i.e. physical labour/long hours. eVolve your future has since effectively engaged many new construction employers in our skills provision through assuring we meet their requirements i.e. embed employability skills, Preparation for Work in Construction (Level 1) and delivery of our bespoke one-day “Government Regulations for Construction Sites During Covid-19” session.

Where we have supported apprentices at an employer’s site, we have spoken to HR staff in the first instance, followed by a further conversation with their line manager and/or mentor. This allows us to plan the practical approach to learning in the workplace, look at a schedule for the apprentice to achieve, and plan in regular reviews between the manager, apprentice and us (the training provider). Our staff advise and guide employers on the processes and policies they need to follow, ensuring they are supported to recruit and successfully support their staff whilst on an Apprenticeship. This approach ensures we capture progress and can support with future outcomes.

We routinely arrange for placements at employer sites for young people, which involves a structured plan to support effective learning and their safety at all times. Risk assessments are completed on the environment and the job role. Health and safety is supported in the workplace, and our staff often provide additional advice on what training is available for the supporting employer team.

For example, we worked with a cohort of 10 young people, which all required placements at different locations around the city where an employer was located. The employer’s manager and our staff worked together to agree training and reviews could be delivered in a central location within working hours, which allowed ease of access for the young people around their shifts and home locations. eVolve your future negotiated with the employer to pay for the young people’s related travel cost to support their continued attendance at the sessions.

iv. Demonstrate evidence of your expertise/knowledge of the sector bidding for

eVolve your future's daily connections with construction employers and stakeholders provide us with vast insights and the knowledge we need to fully understand current needs of the sector and its' employers and the challenges they face – including barriers to providing quality industry placements.

More specifically, eVolve your future's expertise and knowledge of the construction sector is evidenced through, for example:

- CITB Approved Training Organisation/ Approved CITB Exam Centre status, following successful completion of CITB's approval process. This status evidences we are recognised by CITB, as well as the British construction industry, as a training provider who can deliver good quality training that meets the industry approved standards. The status also provides us with access to the Construction Training Directory, a powerful marketing tool which is open to all who are interested in construction training including construction SME employers
- Delivery of Construction Skills (The Construction Gateway) Training (co-funded by Construction Industry Training Board in 2020-21 and Community Renewal Fund in 2022). Training has been designed with construction employers to meet SME employer needs i.e. is employer-led. The programme draws upon our links with construction employers, and an element of the training programme is undertaken on a live construction site. Training courses culminate in each participant achieving a guaranteed job interview for a genuine construction vacancy
- Delivery of a DfE Taking Teaching Further funded project, leveraging industry collaborations to develop solutions to overcome known recruitment and retention issues within the construction sector. Following delivery of innovative engagement events to engage construction SMEs in the project, FE student attendees were supported to subsequently attend onsite placements and 2–3-month part time secondments.

Our knowledge is further supplemented by our Curriculum Manager's rolling cycle of Labour Market Intelligence (LMI) analysis for all English regions for the construction sector. This includes analysis of government published data (including from Barbour ABI – the largest UK-based research team in construction intelligence), as well as updates from key industry stakeholders such as CITB, Go Construct, The Construction Industry Council, The Institute of Civil Engineers, The Construction Index (online information source for construction & building industry), and BuildForce (career lifecycle platform for people in the construction trades). All staff involved in delivery of our construction related contracts and projects are provided with regular LMI updates via email, which is also discussed at contract and project meetings to agree a standardised approach to acting upon emerging trends during delivery. An example of this in practice is, during deliver of Construction Skills (The Construction Gateway) Training in 2020, trainers recognising the need to design, develop and deliver a "Government Regulations for Construction Sites During Covid-19" training course, to assure a safe working environment for all of our

learners on the programme. Through this approach we have also developed our “Preparing for Self-employment/Contracting” training course due to the increasing proportion of roles on construction sites being contractor vacancies.

Question 2

Please demonstrate how you will engage SMEs to identify what good practice looks like to support their employer journey to offering industry placement opportunities specific to the lot/indicative figures provided in the Specification.

- i. Provide a detailed plan of how you will implement, and project manage this project both in terms of engaging SMEs and supporting them in their journey to host high quality industry placements that reflect the T level roll out. Plans should be costed and profiled on a month-to-month basis for the contract period according to the costs set out in Table 3 of the evaluation criteria**
- ii. Provide a full risk-assessment and describe how you will mitigate these risks**
- iii. Provide information on staff members to be involved, necessary roles and responsibilities and how professional time will be split**

20% weighting

(3,000 words)

2,818/ 3,000 words

i. Detailed plan of implementation and project management

eVolve your future's implementation plan will ensure service delivery effectively meets all required standards, contractual requirements and Key Performance Indicators (KPIs); and ensure our ability to commence service delivery from early to mid-June 2022.

Our Contract Manager, Michele Scott, will lead formal weekly project meetings from the implementation phase to contract end with all our key project staff to monitor progress against contractual KPIs, identifying and mitigating risk and moving resources accordingly to assure high-quality outcomes/ outputs.

As part of our robust Project Management Framework, our Contract Manager will

oversee the delivery of our Implementation Plan (see outline below). Our plan includes preliminary mobilisation activities undertaken prior to the Department announcement of preferred bidder (i.e. prior to 27th May 2022). These activities include reviewing/updating all policies/ processes to ensure they are in-line with service requirements, developing a contract-specific Standard Operating Manual in-line with service requirements, and signing these off with proposed project staff (including already in-post 1 FTE Industry Placement Consultant, 1 FTE Construction Mentor and 1 FTE Co-ordinator) to confirm readiness to deliver. Such activities will be undertaken at our own risk and cost and have been planned to ensure adequate capacity across the team to complete all other mobilisation activities within the required timescales; ensuing readiness to deliver from early to mid-June 2022.

eVolve your future's engagement activity is strategic and robust. Whilst we recognise that 250 businesses collaborated to develop T Levels, eVolve your future's SLT feel it is imperative to engage construction SMEs to identify what good practice looks like. To support such SMEs to offer quality and sustainable industry placement opportunities, they will be encouraged to join our contract-specific Construction Employer and Stakeholder Working Group. Immediately following contract commencement (early to mid-June 2022), eVolve your future's Contract Manager intends to develop this Working Group at speed to build upon our engagement with construction SMEs through our current service delivery (e.g. Construction Skills Training and CITB accredited training courses). The ultimate aim of the working group will be to agree a clear framework as to what good practice looks like to support SME employers to offer quality industry placement opportunities. This will build upon the current information already established on the Government T Level website, and will be applied throughout all employer engagement and support activities throughout the contract.

Outline Implementation Plan

Milestone	Deadline	Owner
Review/update all policies/ processes to ensure in-line with service requirements e.g. marketing, quality, reporting, IT, data security and monitoring process	20 th May 2022	Contract Manager/Co-ordinator/ HR
Initial plans, resource/process requirements and Risk Register developed	20 th May 2022	Contract Manager/ Co-ordinator
Contract-specific Standard Operating Manual developed in-line with service requirements	20 th May 2022	Contract Manager
Standard Operating Manual signed off – assuring staff confirmation of ability and capacity to deliver	26 th May 2022	Contract Manager/ project staff
Initial employer engagement plan agreed by proposed project staff - build upon current links to update employer/ stakeholder communication plans; confirm/develop marketing strategy/campaign with targeted streams for regions including social media campaign to promote service; and update existing stakeholder log, outlining contact frequency and relationship owner	26 th May 2022	Contract Manager/ project staff

Initial employer support plan agreed by proposed project staff – ensuring clear framework for supporting employers in their journey to host high quality industry placements that reflect the T level roll out	26 th May 2022	Contract Manager/ project staff
Department announcement of preferred bidder received from the Authority (and eVolve your future to confirm intention to proceed)	27 th May 2022	Managing Director
Coordinate bi-weekly implementation updates with project team	3 rd June 2022	Contract Manager/ project staff
Coordinate monthly contract meeting with DfE	3 rd June 2022	Contract Manager/ DfE
Initial employer engagement plan agreed with DfE (if relevant) and other contract lot providers for other sectors (to assure complementary/ aligned)	3 rd June 2022	Contract Manager/ DfE
Confirm/develop contract paperwork such as monitoring and evaluation; confirm Management Information and IT reporting requirements	3 rd June 2022	Contract Manager/ DfE
Service-specific Risk Register in place and updated weekly	3 rd June 2022	Contract Manager/ Co-ordinator
Project Launch: media and social media campaign (in-line with publicity requirements) to further develop employer and stakeholder links	Early to mid-June 2022	Contract Manager/ Marketing Team
First contract-specific Construction Employer and Stakeholder Working Group held	29 th July 2022	Contract Manager/ Co-ordinator
Scheduling of ongoing Construction Employer and Stakeholder Working Groups to agree a clear framework as to what good practice looks like to support SME employers to offer quality industry placement opportunities	29 th July 2022	Contract Manager
Recruit/induct/train 1 x FTE Industry Placement Consultant (1 x FTE already in-post) and 1 x FTE Construction Mentor (1 x FTE already in-post)	1 st August 2022	Contract Manager/ HR

Implementation roles and responsibilities have been assigned to existing staff, ensuring activities are anticipated and planned in with sufficient notice.

Our Contract Manager will lead formal weekly project meetings from implementation phase to contract end with all key project personnel to monitor progress against contractual KPIs, identifying and mitigating risk and moving resources accordingly to assure high-quality outcomes/outputs. Members of our Governance Board will act as the Project Board, holding project staff to account on achieving quality-related aims, applying formal arrangements/procedures to scrutinise/support.

Please see Figure 1, 2 and 3 below demonstrate our costed and profiled mobilisation and set-up costs plan on a month-to-month basis for the contract period according to the costs set out in Table 3 of the evaluation criteria. We understand all costs through the life of the contract will require evidence of invoicing prior to payment and will be based on actual spend.

[illegible]

[illegible]

Total Year 2 mobilisation and set-up costs = "REDACTED"

Ongoing mobilisation and set-up costs during year 2 will include ongoing contract set-up activities led by our Contract Manager, as well as stakeholder and employer engagement activities, and the running of the contract-specific Construction Employer and Stakeholder Working Group by our Co-ordinator and Industry Placement Consultant. Within on-costs, marketing activities are included.

Figure 3: Costed and profiled mobilisation and set-up costs plan for year 3 contract period

[illegible]

[illegible]

ordinator													
Staff travel costs	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"
On costs including marketing	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"
Total costs	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"

Total Year 3 mobilisation and set-up costs = "REDACTED"

Ongoing mobilisation and set-up costs during year 3 will include ongoing contract set-up activities led by our Contract Manager, as well as stakeholder and employer engagement activities, and the running of the contract-specific Construction Employer and Stakeholder Working Group by our Co-ordinator and Industry Placement Consultant. Within on-costs, marketing activities are included.

Figures 4, 5 and 6 below demonstrate the number of placements which will be generated and supported each month for the contract duration.

Figure 4: Month-to-month profiled industry placement plan for year 1 contract period

	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Number of placements	2	8	30	69	76	86	73	57	98	99

Figure 5: Month-to-month profiled industry placement plan for year 2 contract period

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Number of placements	50	64	52	24	24	64	64	52	24	52	64	64

Figure 6: Month-to-month profiled industry placement plan for year 3 contract period

	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25
Number of placements	64	64	60	52	52	52	52	52	24	42	42	42

ii. Risk-assessment and mitigations of risks

A Risk Register (RR) will be maintained the Contract Manager. Acting as a “live” document, it will continually be updated to identify emerging risks and mitigating/contingency strategies throughout delivery, and shared at Project Board meetings. The following outline RR has been developed based on our extensive and combined experiences of delivering varied contracts which require robust employer engagement to meet outcomes.

Risk	L	S	R	Mitigation	L	S	R	Contingency
Short implementation timescales	3	4	1 2	Proactive stakeholder engagement and close workings with DfE from contract award; detailed and realistic delivery plan allowing for planning/project set-up/contingency time	2	4	8	Rapid response team formed from within established staff team, detailed and realistic delivery plan allowing for planning/project set-up/contingency time
Stakeholder engagement in the project (to attend contract-specific working group and support employer referrals)	3	5	1 5	<ul style="list-style-type: none"> •Meeting format aligned to majority preferences indicated via a poll e.g. remote/face-to-face and days/times •Diarised meetings agreed at project start •Proven alternative to face-to-face delivery during COVID-19 restrictions (e.g. remote/rescheduling) 	2	3	6	If stakeholder no longer able to input into project, requested to nominate alternative contact with equal experience to attend
Contractual shortfall (i.e. do not engage)	3	5	1 5	Delivery plan profiling carefully developed; project	2	5	1 0	Increased marketing plan applied with support of stakeholder links (e.g.

required employer numbers)				staff includes those from recruitment background with proven ability to engage and sell to employers				Chambers of Commerce); evidence-based strategy to counteract common employer barriers to providing industry placements; selling the benefits of engaging new talent into the industry (e.g. filling skills gaps)
Regional employer engagement targets shortfall (i.e. one or more geographical region under-represented)	3	4	1 2	Industry Placement Consultant allocated for each region, with clear engagement targets	2	4	8	Increased regionally focussed marketing plan applied with support of stakeholder links (e.g. Chambers of Commerce)
Staff recruitment	3	3	9	Bank of CVs with necessary skills, focus on the construction sector, and employer engagement background (e.g. recruitment agency)	2	3	6	Secondment of existing staff with capacity to support project set up; leverage links with recruitment agencies to access appropriate temporary staff
Key staff turnover	2	3	6	Low staff turnover figure due to robust staff retention strategy e.g. open and honest organisational approach	1	3	3	Temporary secondment from Senior Leadership Team whilst proven effective staff recruitment strategy applied
Meeting performance monitoring/evaluation requirements	3	4	1 2	Monitoring, reporting and internal/external evaluation processes agreed at contract start	1	4	4	Additional training with project staff to assure correct monitoring/reporting/evaluation
Check employer venue/sites have their own Risk Assessments in place	3	5	1 5	Ensuring sites send over Risk Assessments prior to any participant engagement; eVolve your future will also conduct a Risk Assessment	1	5	5	Making it clear from the outset with employers that this is a requirement
DBS checks undertaken on	3	5	1 5	Sites may not require this; however,	1	5	5	Ensuring those under 18 do not attend Hard Hat sites

SME staff if learner is under 18				employers will have to evidence how they intend to work with under 18s				
Ineffective match between employer and provider/learner	2	4	8	Placement Matching System to ensure SME meets provider requirements prior to introduction	1	4	4	Complaints process to report and discuss any issues/concerns that arise during a placement

Probability	Risk Magnitude				
Certain 5	5	10	15	20	25
Very Likely 4	4	8	12	16	20
Likely 3	3	6	9	12	15
Unlikely 2	2	4	6	8	10
Very Unlikely 1	1	2	3	4	5
Cost / Time Impact	Very Low 1	Low 2	Medium 3	High 4	Very High 5

Key		L x S = R	
L	Likelihood		
S	Severity		
R	Risk		

Whilst the RR defines set-piece contingencies, the actual contingency will reflect the actual severity and impact of the delay factor. Additional investment may be applied and milestones moved-up as part of the wider contingency approach.

iii. Staff members to be involved, necessary roles and responsibilities and how professional time will be split

Our Contract Manager has developed a contract-specific Resource Plan to provide a breakdown of the indicative number of FTE staff required to deliver the project nationally by staff role. Industry Placement Consultants and Construction Mentors will work remotely, enabling ability to travel around their allocated geographical regions to undertake effective employer engagement. Industry Placement Consultants and Construction Mentors will be paired up, with each team allocated four or five geographical regions each to engage/support i.e. one pair will be allocated the North East, North West, Yorkshire & Humber and West Midlands (responsible for 51% of placements in year 1, 46% in year 2 and 45%

in year 3); and the other pair will be allocated East of England, East Midlands, South East, South West and London (responsible for 49% of placements in year 1, 54% in year 2 and 55% in year 3). Supporting project staff will be based at our centrally located head office in Northamptonshire.

The plan has been derived by creating a detailed case flow model for the lifetime of the contract based on employer engagement target volumes and subsequent number of industry placements for each geographical region. This has calculated the total number of employers to be engaged each month (responsibility of the Industry Placement Consultants). The number of staff required to support employers through their journey to host high quality industry placements (responsibility of the Construction Mentors) has also been calculated for each month. These monthly figures have then been added together to derive the total “person months” required for each post for each year, and then dividing this figure by 12 months to derive the actual number of staff required for that post for each contract year.

The below table sets out the key roles and responsibilities within eVolve your future’s delivery model, and how professional time will be split.

Role	FTE	Responsibilities	Capacity & Capabilities
<i>Contract Manager</i>	0.25 – 0.2 FTE (4-5 days per month)	Oversees all aspects of contract mobilisation and set-up as well as delivery, leading quality and reporting requirements. DfE main contact, attending monthly contract meeting with DfE with completion of monthly report.	Already in-post, with 0.25 FTE capacity. Over 25 years’ experience in people and contract management. Experienced in supporting internal delivery of contracted services, external contract management nationally, issuing initial contracts and variation, implementation of projects and quality assurance.
<i>Co-ordinator</i>	1 FTE	Responsible for coordinating Industry Placement Consultants and Construction Mentors, assuring aligned approach to engagement and delivery. Oversee general contract administration, supporting project staff as required. Support Marketing Team (included within on-cost calculations).	Already in-post (existing contract which they are currently allocated due to complete July 2022). Experienced in coordinating varied post-16 education and training programmes including apprenticeships and Sector Based Work Academy Programmes. New Admin apprentice to be recruited to support as required (no cost to the contract).
<i>Industry Placement Consultants</i>	2 FTE	Responsible for engaging stakeholders and employers and sourcing industry placements within	1 FTE already in-post. 1 X FTE to be recruited. Recruitment and/or employer engagement role, knowledge of the construction sector.

		their defined geographical regions.	
<i>Construction Mentors</i>	2 FTE	Responsible for engaging T Levels providers and implementing clear framework for supporting providers/employers to deliver high quality industry placements - to reflect the T level roll out within their defined geographical regions.	1 FTE already in-post. 1 X FTE to be recruited via Taking Teacher Further funded project. Experienced in delivering construction education and training programmes e.g. tutor/ assessor.

CVs of key project personnel available on request.

Question 3

Please provide a plan including provisional milestones of activity to deliver this project.

- i. Provide a timescale for the introduction of this project indicating what activity you will undertake to first engage with SME's and**
- ii. how you will monitor their progress of planning an industry placement to hosting a student**
- iii. what measures you will have in place to match employers to suitable T level providers**
- iv. how you will scale up this work to support future T Level rollout from September 2023 onwards**

40% weighting

(5,000 words)

4,934/ 5,000 words

i. Timescale for the introduction of project

eVolve your future are a successful careers advice, guidance, and training services business, with a niche in the construction sector. Our daily connections with construction employers and stakeholders provide us with vast insights/knowledge to fully understand current sector needs, employer needs and the challenges they face – including the barriers to providing quality industry

placements.

Leveraging this, immediately following contract commencement (early to mid-June 2022), eVolve your future's Contract Manager will develop at speed a contract-specific Construction Employer and Stakeholder Working Group. The ultimate aim of the working group will be to agree a clear framework as to what good practice looks like to support SME employers to offer quality industry placement opportunities, which will be applied throughout all employer engagement and support activities throughout the contract.

Provisional Milestones of Activity	Planned activity to first engage with SMEs	Timescale
<i>Recruit a representative sample of SME employers, stakeholders, recruiters and construction industry experts to develop a plan to remove barriers to providing quality industry placements</i>	<p>Drawing upon our close working partnerships with construction SME employers, a broad representative sample of employers will be brought together to develop solutions to minimise barriers. Within a working group, we will enable constructive dialogue to uncover and challenge viewpoints.</p> <p>Strategically, eVolve your future is a CITB approved centre. As such, we are intrinsically linked to the wider strategic construction recruitment/employment networks and at the forefront of latest policy development; ensuring knowledge of latest legal/compliance/regulatory matters and any other national emerging trends.</p>	Early/mid-June 2022 to August 2022
<i>Co-design and test a range of new practical approaches with representative sample</i>	We will co-design and test significant practical approaches to overcoming barriers to providing quality industry placements in conjunction with the working group.	June 2022 to August 2022
<i>Build a clear framework for engaging SMEs whilst they emerge from the Covid-19 pandemic, to increase their knowledge of T Levels and industry placements</i>	<p>Our first step is to define the outcomes we are aiming to achieve. We then work backwards to form a road map of initial and progress steps to achieve our desired outcome.</p> <p>Scale up number of placements to support growth</p>	June 2022 to September 2022
<i>Provide recommendations for the best approaches to</i>	It is important to look for new solutions to remove barriers, but more importantly to gain the buy-in from employers/stakeholders. Our approach is	October 2022 to December 2022

<i>working creatively, providing new and innovative ways of working with the SME market to reduce barriers to providing industry placements - to take forward for scaling</i>	always to explore with the appropriate parties, previous approaches, what works and what doesn't. Alongside analysing their culture and ways of working, we understand how best to take them on the journey and gain their confidence. By understanding their challenges, we are better enabled to bring practical thoughts and ideas for new ways of working within their environment.	
<i>Test and provide recommendations on best practice on how to engage, attract and support SME employers to take up the approaches</i>	Through trusted relationships within our strong employer network, we are able to engage with employers who are willing to test new approaches, and - on success – leverage this to promote to the wider construction sector. We find by using a small select group initially and testing and refining models, it is then much easier to scale, and use that network to profile and praise the solutions rather than direct "hard-selling" to a new audience.	September 2022 to December 2022

Alongside our Construction Employer and Stakeholder Working Group, our Industry Placement Consultant team will concurrently begin to secure T Level industry placements with construction SMEs across England, for students who started their T Level qualifications from September 2021. Industry Placement Consultants and Construction Mentors will be paired up, with each team allocated four or five geographical regions each to engage/ support i.e. one pair will be allocated the North East, North West, Yorkshire & Humber and West Midlands (responsible for 51% of placements in year 1, 46% in year 2 and 45% in year 3); and the other pair will be allocated East of England, East Midlands, South East and London (responsible for 49% of placements in year 1, 54% in year 2 and 55% in year 3).

To achieve this, we will apply a targeted engagement strategy to increase awareness of T Levels and Industry Placements. Our Industry Placement Consultants will stimulate employer interest and engagement by working creatively to provide new and innovative ways of working with the SME market. As project lead, our Contract Manager will document all activity in robust action plans with appropriate milestones, dates, number of expected industry placements and outcomes. All engagement will be in-line with branding and communication guidelines.

A key strand of our employer engagement strategy will be our Marketing Team immediately leveraging and applying the existing high-quality resources/material (including video/YouTube clips highlighting case studies) already published to promote T Levels and increase awareness of Industry Placements. As part of project planning, our Senior Management Team have fully reviewed all existing

T Level literature published by the government. eVolve your future's Marketing Team is experienced at creating social media engagement activities and will use the ready-developed T Level video/YouTube clips highlighting case studies. If required, our Marketing Team will develop (following guidelines) further supplemental marketing materials specifically targeted at SMEs.

To initiate the contract at pace in order to achieve the placement targets, we will promote T Levels and Industry Placements to all our existing contacts around England who work in the construction industry. This approach will include:

- Building upon current links to update employer communication plans; confirm and develop a marketing strategy/campaign with targeted streams for all geographical regions including social media campaign; and update existing employer and stakeholder logs, outlining contact frequency and relationship owner;
- Continuing an engagement campaign to contact construction employers identified as “warm leads” on our construction database (e.g. employers previously provided employment/interviews for our construction learners, such as employers from the Construction Skills Training Contract - Timotay where we carried out site visits, 10% of learners gained employment here, then jobs were gained at Redrow Homes, Liberty Roofing, MPB Structures, M&J Roofing, C&G Brickwork, O'Neill & Brennan, OKAY Engineering Services and Socotec.
- Continuing to leverage construction stakeholders e.g. our current Employment & Community Engagement Coordinator is sent weekly vacancy updates for companies seeking trades and labour candidates. This includes from the Trades & Labour department at Hays Recruitment. This will also extend to engaged Construction Bodies prior to award. For example, Construction Industry Council and Confederation of Construction Specialists, plus BBA.

Through integration in economic working groups (e.g. led by Local Enterprise Partnerships) and construction-specific links, eVolve your future is very aware how the Covid- 19 pandemic has affected SMEs in the construction industry. As such, we fully understand this needs to be taken into account when sourcing industry placements. Our Industry Placement Consultant team will take an open and transparent approach with every employer they engage ensuring they fully explore the employer's feelings and concerns around offering placements after the pandemic.

Building on our team's contacts with Local Enterprise Partnerships and Chambers of Commerce across England, we will leverage their buy in to support promotion of T Levels and Industry Placements to construction SMEs they work with in their region. For example, our team have previously presented at informal breakfast events. We would anticipate replicating this successfully approach, with our Industry Placement Consultants delivering presentations on T Levels and Industrial Placements at events run by such stakeholders.

Recognising that joint working strategies are vital to success, the Contract Manager will review local strategy documents pertaining to employment and skills throughout England and ensure this project aligns with and actively contributes to local initiatives. Key Account Managers in each region will seek membership

of Local Enterprise Partnership and designated sub-groups focused on employment and skills issues.

eVolve your future will attend large Construction Events to promote T Levels and Industry Placements, for example, during UK Construction Week, attending the UK Construction Week **London** exhibition in London ExCeL Centre. Designed to be a catalyst for the **construction** sector, the exhibition brings together and connects the whole supply chain in an event designed to “oil the wheels” of **construction** commerce. Attending such large-scale events will enable our team to engage with many SMEs operating nationally. Our Contract-Specific Coordinator will also research and support the Industry Placement Consultants team to attend other similar events across England (both large and small) to reach as many SMEs as possible.

We will also seek to promote T Levels and Industry placements on-the-ground in stores such as Screwfix, B&Q and builders’ merchants. We have previously successfully run a poster marketing campaign with such companies to engage SMEs in providing work placements and guaranteed interviews for learners following completion of our Construction Skills Training programme. Another successful approach we have applied is engaging Housing Associations who use SME subcontractors on their construction sites (this includes leveraging eVolve your future’s unique signed working partnership arrangement with the Longhurst Group - one of the leading housing groups in the Midlands and East of England, providing more than 23,500 homes and a wide range of care and support services).

Once we have engaged an employer, our Industry Placement Consultant team will utilise their recruitment background to increase employers’ confidence in providing Industry Placements. They will explore the individual benefits the employer could access through working alongside the next generation of workers entering the construction industry, and supporting them to develop the knowledge, attitude and practical skills to succeed. As part of this, our Industry Placement Consultants will cover:

- What Industry placements give you as an employer;
- Find the right college/training provider;
- Find the right student;
- Plan the placement to include Annex E Industry Placement Agreement;
- Responsibilities, including Insurances, Safeguarding, DBS (pertinent where a student has a need for personal or health care due to a disability), Health and Safety, Prevent and Equality and Diversity;
- How to allocate a supervisor to become a mentor, including ability to provide additional support and advice on issues wider than just their team role and responsibilities;
- Help you source a young person from a T Level provider that is a good match for the company; and
- Evaluation of placement and discuss taking on another or more placements.

The intention of all placements will be to bring a young person into the employer's workplace permanently, thus supporting the employer to build a pipeline of talent for their industry. If employers would like to continue to work with the student, they can talk to college/training provider about hiring them or taking on another industry placement student.

The allocated Industry Placement Consultant for each geographical region will build upon the above activities to develop new relationships with construction SME employers within their regions. All activities will implement ongoing best practice from the Construction Employer and Stakeholder Working Group, assuring application of the agreed clear framework as to what good practice looks like to support SME employers to offer quality industry placement opportunities.

The engagement strategy will include building linkages with other providers across other lots and regions to exchange good practice, share opportunities and collaborate on engagement. Joint-working and cross-referral with other publicly funded provision (e.g. Education and Skills Funding Agency or Department for Work and Pensions) will be maximised to ensure alignment to the local employment and skills landscape. The approach will necessitate links with other providers – including Jobs 22, Serco, Seetec, and Shaw Trust, but will target providers who are delivering Skills Support for the Workforce Contract.

Links to other organisations will also assist cross-referral to linked activity. Our approach will encompass our role as a National Careers Provider across the East of England, East Midlands, Oxfordshire and the Southwest (as well as active relationships with other providers across England).

At the same time as implementing the above, our Construction Mentors will also apply an account management approach to start to engage the 45 providers (colleges, training providers and schools) currently delivering Construction T Levels, as well as the additional 46 delivering from September 2022, and the additional 77 providers from September 2023 (a total of 164). They will introduce themselves and eVolve your future's role in brokering industry placements with SMEs for their T Level learners. Once an introduction has been made, regular contact will be made to ensure a rapport is built up with each provider; ensuring confidence in our abilities and capacity to support their learners into placements. This will allow an open transparent conversation to discuss the needs of each learner and to ensure our team has matched the learner and employer successfully.

ii. monitor progress of planning an industry placement to hosting a student

eVolve your future will work closely to monitor the provider and the employer, and to clarify and agree objectives – agreeing beneficial tasks and experiences learners can undertake to support their qualification. Joint working between the Industry Placement Consultant, Construction Mentor and the provider will ensure coherence, that each learner is undertaking appropriate activities during their placement and that these are built upon within their training sessions.

Employer engagement will be led by Industry Placement Consultants allocated as Account Managers, providing a dedicated and consistent point of contact for each engaged employer. These will be personnel with a record of engaging external stakeholders and employer organisations through publicly funded provision (e.g. Education and Skills Funding Agency or Department for Work and Pensions) or a recruitment agency background. Focusing on engagement, they will have targets set for the number and level of industry placements they identify and log within the electronic Placement Matching System. Industry Placement Consultants will market the benefits of T Levels to potential hosts. This will include a discussion on the 3 models that employers can follow, as well as explain that learners will come to them keen and work ready, and will work closely with them to understand their needs and ethos. This will include evidence-based approaches to promote reaping the benefits of an untapped talent pool of young and fresh individuals who are currently completing training in the industry, as well as the ability for their involvement in industry placement to contribute to corporate social responsibility, community inclusion, and/or workforce diversification. This will ensure effective matching of employers to providers.

The Account Manager will keep in regular contact with the employer to ensure the successful delivery of the service requirements. They will work with the employer's point of contact to resolve any issues effectively and efficiently i.e. point of contact for any escalation purposes. They will feed into our Employer Engagement Log to feed into monthly progress reports to DfE . These reports will allocate each employer a Red-Amber-Green (RAG) rating in terms of this progress in planning an industry placement to hosting a student.

Construction Mentors will provide, to the engaged SME, a support and planning offer. This will ensure the employer understands the T Level qualification (so they can plan and develop an industry placement that supports the learner), as well as understands their responsibilities when hosting a student, and relevant steps to put in place where required (e.g. how the employer might need to support students with special educational needs or disabilities). Our team will explain that the 315-hour placement is mandatory for the student to gain experience working in the construction industry and is a key component of the course (without which, the student will not graduate).

In addition to brokering the relationship between the employer and provider, eVolve your future will ensure that both parties know they must agree learner objectives (which are to be signed by the employer and provider). Copies of these objectives will be returned as evidence to receive the industry placement outcome payment. Employers' industry placement responsibilities will also be shared with employer. This shows you at a glance what responsibilities the employer will have at different stages of the placement.

eVolve your future will use the following checklist to support employers at four key stages of the industry placements:

Stage 1- Planning and preparation

- Uncover the kind of student the employer is keen to place and skills they're looking for
- Draft a role guide for the student and share with the college/training provider
- Decide with the employer if a CV screening and/or interview process would be beneficial – in discussion with the college/training provider
- Decide who within the SME is going to supervise the student
- Review and agree legal and policy requirements with the college/training provider, for example health and safety, Employer Liability Insurance
- Identify any equipment and other things that the student will need, including IT access
- Discuss with the college/training provider how the employer might need to support students with special educational needs or disabilities

Stage 2 - Final preparations

- Agree and sign the industry placement agreement with the college/training provider, and the student, including the student's working hours, development objectives and learning goals, and other arrangements
- Work with the college/training provider, and the employer's line manager to develop a suitable work plan and tasks for the student
- Work with the college/training provider, agree joining instructions and expectations before the placement starts
- Work with the college/training provider to prepare induction

Stage 3 - During placements

- Support the employer to take part in student's induction
- Ensure the student develops practical skills to do the job well
- Ensure the student uses planned/unplanned opportunities to practise skills
- Ensure the student experiences a variety of tasks, avoiding repetition
- Give regular feedback so the student knows when they are/aren't meeting expectations
- Contribute to progress reviews
- Tell the college/training provider about any successes/concerns

Stage 4 - Review and evaluation

- Review benefits of placement to the business
- Discuss if the employer can offer more placements in future
- Support the employer to consider offering the student further temporary work and/or employment after course completion
- Contribute to end-of-placement review
- Support the employer to write an appraisal for the student

eVolve your future commits to achieving the following KPIs:

KPI	Evidence
KPI 1	Reports consist of

Monthly contract meeting with DfE with completion of monthly report	1) the number of SMEs engaged 2) the number of newly engaged SMEs handed over to named providers 3) the volume of placement starts the above have resulted in, (as evidenced by copies of completed learner objective templates) – 100% attendance and reporting
KPI 2 Engage employers with a minimum 5:1 ratio of Industry Placement Starts, over the course of the year - Achieve engagements of 5:1	<ul style="list-style-type: none"> • Timesheets for Industry Placement Consultants & Logs • Bookings at events with register • Expression of Interest Form from employers at events • Contact Sheet from contact with current leads • Other MI Reports
KPI 3 Increase awareness of T level and industry placements through engagements - 85%	<ul style="list-style-type: none"> • Marketing Plan • Social Media Activity • Website • List of promotional events attended with registers of employers attended
KPI 4 Increase employer's confidence to implement industry placements - 85%	<ul style="list-style-type: none"> • Survey • Feedback Form • How many placements have been started? • Soft outcomes

iii. measures you will have in place to match employers to suitable T level providers

Through an account management approach, our Industry Placement Consultants will input T Level provider's requirements into the electronic Placement Matching System to find a locally/regionally based SME, with ability to provide a matched placement. The central aim will be to ensure any placement outcomes secured are of an occupational relevance and are purposeful whilst maintaining and safeguarding students' personal welfare.

Developed paperwork will confirm employers: are a newly engaged SMEs (i.e. never actively hosted a T Level industry placement or have not done so in the preceding 24 months from the time of engagement); suitable to host a placement (e.g. safeguarding arrangements in place); and understand and agree to their roles and responsibilities in hosting an industry placement.

Measures included within the Placement Matching System, which the Industry Placement Consultants can filter to ensure an effective match is made, will include:

- relevant to, and meets, the provider's requirements including qualification need i.e., sector/route specific to match student demand

- location of the placement i.e., accessible for the student by public transport/walking – plus ensure student access to travel funds if required
- days/hours of the placement
- types of tasks
- ability for employer to provide supervision
- safeguarding arrangements e.g. health and safety, Employer Liability Insurance

Construction Mentors allocated to each geographical area will contact each T Level provider (college, training provider or school) individually to introduce themselves and eVolve your future's role in brokering industry placements with SMEs for their T Level learners. Once an introduction has been made, regular contact will be made to ensure a rapport is built up with each provider; ensuring confidence in our abilities and capacity to support their learners into placements. This will allow an open transparent conversation to discuss the needs of each learner and to ensure our team has matched the learner and employer successfully.

A mini-interview will then be set up between the employer and the provider to assure relevance, suitability and agreed roles and responsibility prior to the placement following Industrial Placement Guidelines.

eVolve your future's Contract Manager will meet weekly with the Coordinator, Industrial Placement Consultants and Construction Mentors to discuss contract-specific measures such as effective match of employers to T level providers/students, share good practice and ensure KPIs are on target/met.

eVolve your future will ensure all providers and learners are aware of our complaints process to ensure they can report and discuss any issues and concerns that arise during a placement. Complaints will be dealt with immediately, with the learner removed and the issue escalated to the necessary authorities if necessary. Any complaint trends will be discussed/investigated at Senior Management Team meetings.

iv. scale up this work to support future T Level rollout from September 2023 onwards

As a Further Education provider integrated into the post-16 education landscape, eVolve your future is fully aware of the plans to scale up T Level rollouts. As demonstrated in the table below, in 2021/22 only 45 providers were delivering Construction T Levels. This will increase to 91 in September 2022 and 164 in September 2023. eVolve your future understands that by 2023 all 23 T Levels will be available, and the number of providers will have increased significantly from 1,800 to 100,000 by 2025.

T Level Providers	Region			
		Construction Route		
		2021/22	2022/23	2023/24

Chesterfield College	East Midlands			X
Derby College		X	X	X
Grantham College			X	X
Leicester College		X	X	X
Loughborough College		X	X	X
Moulton College				X
Northampton College				X
Nottingham College				X
The Priory City of Lincoln Academy				X
The SMB Group			X	X
University Academy Holbeach				X
West Nottinghamshire College				X
Bedford College Group	East of England	X	X	X
Cambridge Regional College				X
Chelmsford College			X	X
City College Norwich		X	X	X
Colchester Institute				X
East Coast College			X	X
Harlow College		X	X	X
Hertford Regional College				X
Inspire Education Group				X
North Hertfordshire College				X
Philip Morant School and College				X
South Essex College		X	X	X
Stratton Upper School				X
Suffolk New College		X	X	X
West Herts College				X
West Suffolk College			X	X
Barking and Dagenham College	London	X	X	X
Barnet and Southgate College				X
Capital City College Group				X
Cranford Community College			X	X
Croydon College				X
Ealing, Hammersmith and West London College				X
Ixion Holdings (Contracts) Limited				X
La Retraite RC Girls' School			X	X
Lambeth College				X

London and South East Colleges Group			X	X
London Design and Engineering UTC				X
New City College			X	X
Newham College of Further Education			X	X
Newham Sixth Form College		X	X	X
United Colleges Group				X
Waltham Forest College				X
City of Sunderland College	North East	X	X	X
Darlington College				X
Derwentside College				X
East Durham College			X	X
Gateshead College			X	X
Hartlepool College of Further Education				X
Middlesbrough College		X	X	X
NCG				X
New College Durham		X	X	X
St Bede's Catholic Comprehensive School and Byron College				X
St Wilfrid's RC College				X
The Education Training Collective			X	X
Tyne Coast College				X
Blackburn College	North West			X
Blackpool and The Fylde College		X	X	X
Bolton College		X	X	X
Burnley College			X	X
Cheshire College South and West		X	X	X
Energy Coast UTC				X
Hopwood Hall College		X	X	X
Hugh Baird College		X	X	X
Kendal College		X	X	X
Lakes College		X	X	X
LTE Group trading as The Manchester College		X	X	X
Macclesfield College			X	X
Nelson and Colne College				X
Oldham College		X	X	X
Preston College		X	X	X

Reaseheath College			X	X
Riverside College			X	X
Runshaw College			X	X
SCC Group			X	X
Southport College			X	X
St Helens College				X
Tameside College				X
The City of Liverpool College			X	X
The Growth Company Limited				X
Total People Limited				X
Trafford College Group		X	X	X
UTC Warrington				X
Warrington and Vale Royal College				X
Wigan and Leigh College		X	X	X
Wirral Metropolitan College			X	X
Abingdon and Witney College	South East			X
Activate Learning				X
Basingstoke College of Technology			X	X
Buckinghamshire College Group (Aylesbury College)			X	X
Chichester College Group		X	X	X
City of Portsmouth College				X
East Surrey College			X	X
East Sussex College Group		X	X	X
EKC Group		X	X	X
Fareham College		X	X	X
Farnborough College of Technology			X	X
Greater Brighton Metropolitan College				X
Havant and South Downs College		X	X	X
Isle of Wight College				X
Midkent College			X	X
Milton Keynes College		X	X	X
Newbury College			X	X
North Kent College			X	X
Southampton City College				X
Sparsholt College			X	X
St Vincent College				X
Windsor Forest Colleges Group				X

Bath College	South West		X	X
Bodmin College				X
Bridgwater and Taunton College		X	X	X
Cirencester College		X	X	X
City College Plymouth			X	X
City of Bristol College				X
Cornwall College				X
Exeter College		X	X	X
Gloucestershire College		X	X	X
New College Swindon				X
Petroc			X	X
South Devon College			X	X
Strode College			X	X
The Bournemouth and Poole College				X
Truro and Penwith College		X	X	X
Weston College		X	X	X
Weymouth College				X
Wiltshire College and University Centre				X
Yeovil College			X	X
Birmingham Metropolitan College	West Midlands			X
City of Wolverhampton College				X
Coventry College				X
Dudley College of Technology		X	X	X
Herefordshire, Ludlow and North Shropshire College		X	X	X
Idsall School				X
Kingsmead School				X
Newcastle and Stafford Colleges Group (NSCG)				X
North Warwickshire and South Leicestershire College			X	X
Sandwell College		X	X	X
Shrewsbury Colleges Group				X
Solihull College and University Centre				X
South and City College Birmingham			X	X
South Staffordshire College				X
Stoke-on-Trent College				X
Telford College				X

Thomas Telford UTC (Formerly West Midlands UTC)		X	X	X
Walsall College		X	X	X
Warwickshire College Group			X	X
Washwood Heath Academy				X
Barnsley College	Yorkshire and the Humber	X	X	X
Bishop Burton College			X	X
Bradford College				X
Craven College				X
DN College Group		X	X	X
Garforth Academy			X	X
Hull College				X
Kirklees College			X	X
Leeds City College			X	X
Leeds College of Building			X	X
RNN Group				X
TEC Partnership (Formerly Grimsby Institute)			X	X
Temple Moor High School				X
The Sheffield College				X
Wakefield College			X	X
York College		X	X	X

eVolve your future's Contract Manager has worked for a national training provider and has extensive experience in scaling up similar projects to this. She is confident that she can lead and support the growth of the number of industry placements as T Levels grow, securing additional industry placements opportunities to meet growing demands of T Level students.

As such, we understand the need to scale up SME engagement to support increased number of quality industry placements in support of the future T Level rollout from September 2023 onwards.

To scale up the number of industry placements as T Levels grow, additional industry placement opportunities will be sourced to meet the growing demand of student numbers.

By raising awareness of T Levels and the benefits of hosting industry placements within the SME market, we aim to unlock additional industry placement capacity. This additional capacity will support the scale up of T Levels whilst contributing positively to SMEs nationally by providing potential new workforce employees of high and relevant calibre suitable to their industry.

As T Levels are rolled out, eVolve your future will support training providers that need to source an increasing number of industry placements for eligible students. As part of this, we will support the ask of employers to make the shift to offering longer, more substantial placements than the traditionally offered pathways.

eVolve your future will engage SME employers in a timely manner to ensure the number of industry placement outcomes sourced meets the minimum required i.e. 598 per year.

Figures 1, 2 and 3 below demonstrate the number of placements which will be generated and supported each month for the contract duration.

Figure 1: Profiled month-to-month industry placement plan for year 1 contract period

	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23
Number of placements	2	8	30	69	76	86	73	57	98	99

Figure 2: Profiled month-to-month industry placement plan for year 2 contract period

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Number of placements	50	64	52	24	24	64	64	52	24	52	64	64

Figure 3: Profiled month-to-month industry placement plan for year 3 contract period

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24
Number of placements	64	64	60	52	52	52	52	52	24	42	42	42

Question 4

Please describe the commitment your organisation will make to create employment/training opportunities for those who face barriers to

employment and/or for people in industries with known skills shortages or in high growth sectors

I. Creating employment and training opportunities particularly for those who face barriers to employment and/or who are in deprived areas

II. Understanding of employment and skills issues and of the skills and employment shortages of high growth sectors relating to this contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, groups under-represented in the workforce (e.g., prison leavers, people with a disability) geographical/local community and skills/employment challenges.

III. Delivery of training schemes and programmes to address and identify gaps and under-representation in the workforce for this contract (e.g., prison leavers and people with a disability)

10% weighting

(2,000 words)

1,996/ 2,000 words

eVolve your future was founded in 2007 to significantly improve the working lives of those it served. This purpose has remained, and has been welcomed by government organisations, employers and private individuals, regardless of their circumstance. Through this, eVolve your future is committed to integrating social value into the delivery of all our services.

Our policies, practices and governance constantly reinforce the role social value plays in our services. The Board defines our aims and objectives through a Social Value Policy and sets clear targets and key performance indicators in relation to social value. The Board receive quarterly reports in order to review the social value impact of the organisation against the targets set and instigate remedial action where required in order to ensure targets are achieved. Our policy and targets are reviewed on an annual basis. This review ensures that our policy reflects any changes to legislation and emerging best practise.

I. Creating employment/training opportunities for those who face barriers to employment and/or who are in deprived areas

eVolve your future currently delivers varied Apprenticeships, Adult Education Budget (AEB), ESF funded and careers advice programmes across many deprived communities in England. As such, we have considerable experience of engaging unemployed and inactive groups, as well as working closely with employers to provide progression routes to employment/training opportunities for those who face barriers to employment and/or for people in industries with known skills

shortages or in high growth sectors. This includes, specifically, within the construction sector.

We pride ourselves on our ability to work closely with local and national SME employers to ensure that provision is informed and responsive to the current and emerging needs of the labour market, and that progression routes are in place for all cohort groups.

For this contract, eVolve your future commits to sourcing a suitable industry placement for every individual including those who face barriers to employment and/or who are in deprived areas.

Specifically, to create employment/training opportunities for those who face barriers to employment and/or who are in deprived areas, our established strong working links with construction employers and recruitment agencies nationally will first be leveraged by our Industry Placement Consultants. For example, initial discussions with Hays Recruitment, Tradeline Recruitment and The Shore Group have been undertaken to scope out their ability, as recruitment agencies which work with thousands of SME construction employers nationally, to support with sourcing industry placements for: Onsite Construction; Design, Surveying and Planning for Construction; and Building Services Engineering. In preparation for the introduction of Maintenance, Installation and Repair; and Manufacturing, Processing and Control T Levels in Autumn 2022, discussions will be further widened to assure engagement of employers able to provide industry placement for these roles.

Industry Placement Consultants will also be tasked with developing new relationships with SME employers across their allocated geographical region. To specifically create employment/training opportunities particularly for those who face barriers to employment and/or who are in deprived areas, innovative engagement methods will include:

- Research undertaken by project support team to collate several datasets, including labour market intelligence to uncover the characteristics of those SMEs more likely to offer suitable industry placements for those with barriers and/or in deprived areas. Data will be collated into relevant local employer databases within our MI System and used to subsequently book meetings with only capable and interested employers;
- Additional meetings will be made by Industry Placement Consultants through leveraging existing employer/stakeholder relationships and attending local networking groups. Key strategic partnerships include e.g. Local Enterprise Partnerships, Chambers of Commerce, Jobcentre Plus Districts, and Institutes of Directors; and
- Industry Placement Consultants will work with DfE and industry bodies/stakeholders to build a positive engagement campaign throughout all employer engagements. This will promote reaping the benefits of an untapped talent pool of dedicated and hard-working individuals, as well as contributions to corporate social responsibility, community inclusion, and/or workforce diversification.

Our Industry Placement Consultants will possess the appropriate skills, focus on the construction industry, and an understanding of the nuance of the task (i.e. uncover and create employment/training opportunities for those who face barriers and/or who are in deprived areas), to successfully recruit employers who genuinely wish to provide them with the opportunity to engage in their business.

Due to a lack of understanding, employers themselves may create barriers to providing opportunities for people who face barriers and/or who are in deprived areas; this is compounded by employers often perceiving associated risk (e.g. if a learner has a disability, additional health & safety measures may need to be in place). To overcome this concern, our Industry Placement Consultants will leverage their experience in encountering varied barriers employers state as to why they are unable to host placements. In response to this we have developed a solid and evidence-based strategy which effectively counteracts/alleviates any issues employers state e.g. health and safety, time and support, reduction in productivity. Additional support to allow employers to be able to make the necessary adjustments to support these individuals may include support to sign up to be a Disability Confident employer, practically supporting the employer to meet the individual's needs, and promoting the key factors involved in long-term employment success for young people. We also experience supporting employers to attain Access to Work Funding through DWP where required.

II. Understanding of employment/skills issues and of skills/employment shortages of high growth sectors relating to this contract.

eVolve your future maintains a thorough understanding of employment and skills issues and of the skills and employment shortages specific to the construction industry via delivery of:

- varied education and skills programmes, including Apprenticeships, AEB and ESF funded programmes– which includes CITB accredited provision;
- National Careers Service delivery- which sees our qualified and experienced Careers Advisers leveraging our Matrix accreditation to provide independent LMI within the customer's sector of interest;
- specific construction related contracts- including Construction Skills Training.

For every geographical region we deliver in, our Curriculum Manager uncovers the needs of the construction industry by:

- Undertaking employer engagement consultation with local/regional employers and referral partners to identify accessible job roles for customers (usually new industry entrants), and uncover actual current/anticipated training requirements and skills gaps;
- Applying rich intelligence gathered from employers and customers already engaged in our sector-specific offer (e.g. Construction Skills Training);
- Undertaking a rolling cycle of Labour Market Intelligence (LMI) analysis for the construction sector. This includes analysis of government published data (including from Barbour ABI – the largest UK-based research team in construction intelligence), as well as updates from key industry stakeholders

such as CITB, Go Construct, The Construction Industry Council, The Institute of Civil Engineers, The Construction Index (online information source for construction & building industry), and BuildForce (career lifecycle platform for people in the construction trades). This serves to identify both regional and national data on skills gaps, associated issues and best practice models to overcome these.

Our Curriculum Manager draws this together to assure all relevant delivery staff are provided with regular LMI updates via email, which is also discussed at contract and project meetings to agree a standardised approach to acting upon emerging trends during delivery.

Key LMI included within our most recent update (March 2022) includes:

- *Key demographics relating to the sector*- for example, the decreasing number of non-UK born employees in the sector. Since reaching a peak in 2017, the number of EU-born construction workers has been in steady decline, according to Labour Force Survey data. Reasons for this include Brexit coupled with the pound dropping relative to the Euro making the option to work in the UK more difficult and less attractive. With the arrival of Covid-19, the number has plunged by more than 70,000– about 40%, with London being most impacted. Latest reports from industry bodies (e.g. CITB) raises the question of whether non-UK born workers will return to the UK construction industry.
- *Skill shortages*- a Skills Matrix of training requirements for sector-specific roles at all levels. Our own latest construction employer engagement exercise uncovered the following skills shortages within entry level roles - Health & Safety, CSCS Card, Job readiness, Employability skills, Sustainable methods, Self-employment knowledge (for contracting opportunities), Manual handling, First Aid and On-site experience. The Skills Matrix also takes account of published data such as the UK's skills shortage occupations – updated in February 2022, it includes Civil engineering, architects, quality control and planning engineers, design and development engineers, mechanical engineers, electrical engineers, and production and process engineers, for every area of the UK.
- *New opportunities in high growth sectors*- strong recent investment in the Build to Rent (BtR) market (a record £4.3bn was invested into the UK BtR market during 2021) is expected to continue in coming years and create many new construction-related job opportunities across all regions. The stock of BtR units is expected to expand rapidly across all regions, with the highest growth in the South East of England. Source: Faithful + Gould Construction Intelligence Report Q1 2022.
- *Groups under-represented in the workforce*– whilst still largely under-represented, women working in construction is on the increase, with 37% of new entrants which come into the industry from higher education are women. The figure, however, for new female entrants at onsite construction roles remains low (estimated 1%). Other under-represented groups eVolve your future aim to support into the industry include Black, Asian and Minority Ethnic groups and ex-offenders.

This intelligence is used to assure an informed, targeted and consistent engagement

approach with construction employers. For example, in 2020, construction employers highlighted to our delivery staff that new recruits are often not prepared for employment and, more importantly, for the realities of working on-site i.e. physical labour/long hours. eVolve your future has since effectively engaged many new construction employers in our skills provision through assuring we meet their requirements i.e. embed employability skills, Preparation for Work in Construction (Level 1) and delivery of our bespoke one-day “Government Regulations for Construction Sites During Covid-19” session.

III. Delivery of training schemes/programmes to address and identify gaps and under-representation in the workforce for this contract

Recognising the benefits of an integrated and collaborative service, eVolve your future is committed to working in strong, open and transparent partnerships with project stakeholders to assure coherent engagement of all aligned partners delivering training schemes and programmes which address and identify gaps and under-representation in the construction workforce. The aim of this will be to ensure a framework for effective partnership workings is defined/agreed in pursuit of a ‘shared commitment’ to meeting the needs of the sector in support of achieving sustainable employment for under-represented groups).

This will leverage our status as a direct Education & Skills Funding AEB contract for all non-devolved regions of England, which affords us with working links with providers delivering training schemes and programmes to address and identify gaps and under-representation in the construction workforce e.g. training providers delivering Prison Education Framework contract (offender learning), Work & Health Programme providers (disabled people and other priority groups), and Building Better Opportunities providers (social inclusion/employability programme for **unemployed or economically inactive people aged 16+**). eVolve your future is currently exploring signing The Armed Forces Covenant, and encouraging all SME employers engaged in this project to also sign.

In addition, eVolve your future is committed to employing a diverse workforce for this contract which is reflective of our diverse society. We strive to create a diverse and inclusive culture. This is reflected in our drive to, for example, collect diversity and inclusion data to understand the characteristics and demographic of the workforce, and implement interventions for individuals with protected characteristics and/or from under-represented groups to support career planning and progression.

Specifically for this contract, eVolve will future will seek to, where possible, recruit in partnership with Jobcentre Plus. A fair and inclusive recruitment processes will be used to attract diverse applicants for all advertised roles- by ensuring inclusive language in job adverts/descriptions to encourage attraction of diverse applicants. We will also seek to provide industry placements ourselves for student undertaking T Levels and recruit an Apprentice, who will work with our current experienced/qualified administrators to support all contract administration.

Pricing bid

Table 1

Industry Placement starts required				
National Lots	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction and the Built Environment	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"

Table 2

50% payment for costs and implementation				
	Year 1	Year 2	Year 3 (option to extend)	Total
Lot 1- Construction and the Built Environment	"REDACTED"	"REDACTED"	"REDACTED"	"REDACTED"

Table 3

Total contract value if all Industry Placements are secured				
	Year 1	Year 2	Year 3 (option to extend)	Total (Bid Price)
Lot 1- Construction and the Built Environment	"REDACTED"	"REDACTED"	"REDACTED"	£558,472

Price per placement (capped at £375). 50% of the value of indicative placements will be provided across each contract year, 50% will be paid on each secured placements	Outcome payment per secured placement
£375	"REDACTED"

Schedule 5 (Commercially Sensitive Information)

2. What is the Commercially Sensitive Information?

- 2.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 2.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Award Form (which shall be deemed incorporated into the table below).
- 2.3 Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Buyer will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
	[insert date]	[insert details]	[insert duration]

Schedule 19 (Cyber Essentials Scheme)

1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Cyber Essentials Scheme"	the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet based threats (as may be amended from time to time). Details of the Cyber Essentials Scheme can be found at: https://www.gov.uk/government/publications/cyber-essentials-scheme-overview
"Cyber Essentials Basic Certificate"	the certificate awarded on the basis of self-assessment, verified by an independent certification body, under the Cyber Essentials Scheme and is the basic level of assurance;
"Cyber Essentials Certificate"	Cyber Essentials Basic Certificate or the Cyber Essentials Plus Certificate to be provided by the Supplier as set out in the Framework Award Form
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme; and
"Cyber Essentials Plus Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.

2. What Certification do you need

- 2.1 Where the Award Form requires that the Supplier provide a Cyber Essentials Certificate prior to the Supplier shall provide a valid Cyber Essentials Certificate to the Buyer. Where the Supplier fails to comply with this Paragraph it shall be prohibited from commencing the provision of Deliverables under any Contract

until such time as the Supplier has evidenced to the Buyer its compliance with this Paragraph 2.1.

2.2 Where the Supplier continues to Process Cyber Essentials Scheme Data during the Contract Period of the Contract the Supplier shall deliver to the Buyer evidence of renewal of the Cyber Essentials Certificate on each anniversary of the first applicable certificate obtained by the Supplier under Paragraph 2.1.

2.2 Where the Supplier is due to Process Cyber Essentials Scheme Data after the Start date of the Contract but before the end of the Contract Period, the Supplier shall deliver to the Buyer evidence of:

2.2.1 a valid and current Cyber Essentials Certificate before the Supplier Processes any such Cyber Essentials Scheme Data; and

2.2.2 renewal of the valid Cyber Essentials Certificate on each anniversary of the first Cyber Essentials Scheme certificate obtained by the Supplier under Paragraph 2.1.

2.3 In the event that the Supplier fails to comply with Paragraphs 2.2 or 2.3 (as applicable), the Buyer reserves the right to terminate this Contract for material Default.

2.4 The Supplier shall ensure that all Sub-Contracts with Subcontractors who Process Cyber Essentials Data contain provisions no less onerous on the Subcontractors than those imposed on the Supplier under this Contract in respect of the Cyber Essentials Scheme under Paragraph 2.1 of this Schedule.

2.5 This Schedule shall survive termination or expiry of this Contract.

Schedule 20 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
 - (a) “Controller” in respect of the other Party who is “Processor”;
 - (b) “Processor” in respect of the other Party who is “Controller”;
 - (c) “Joint Controller” with the other Party;
 - (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”;

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Schedule 20, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any

Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Schedule 20, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Schedule 20 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Schedule 20 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

- (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule 20. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Schedule 20 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
14. The Buyer may, at any time on not less than 30 Working Days' notice, revise this Schedule 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Buyer may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Schedule 20 (*Processing Data*).

Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Schedule 20 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).

27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Schedule 20 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Schedule 20.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: Cyber and Information Security Division – Technology Directorate – named contact to be confirmed
- 1.2
- 1.3 The contact details of the Supplier's Data Protection Officer are: **“REDACTED”**
- 1.4 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.5 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• name, address, date of birth, NI number, telephone number, pay, images, demographical & biometric data, prior learning achieved and DBS checking.
Duration of the Processing	<p><i>June 2022 to March 2024</i></p>
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose is to recruit new staff member to deliver work on the contract for employment processing, statutory obligation, recruitment assessment for individuals who want to access the funded element of placements.</p>
Type of Personal Data	<p>Date will be collated from individuals will include name, address, date of birth, NI number, telephone number, pay, images, demographical & biometric data, prior learning achieved and DBS checking.</p>

Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), employers, clients, students, members of the public and users of facebook or twitter who place enquiries with EYF</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Data will be retained on evolve your future database and one drive cloud storage system which is Microsoft Office 365, data will be kept for 7 years after the end date of the contract which will be 2031. Hard copy paperwork will be kept in a locked cabinet within a locked office at Unit 44, Enterprise Centre, East Northants, NN9 6GR until these are archived after the initial contract period. At the end of the delivery of the contract in June 2024 the documents will be moved securely to the archive storage facility inline with the Retention and disposal policy unless this contract supersedes that instruction.</i>

Schedule 21 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 of the Core Terms (Changing the Contract)

Contract Details	
This variation is between:	[Buyer] ("the Buyer") And [insert] name of Supplier] ("the Supplier")
Contract name:	[insert] name of contract to be changed] ("the Contract")
Contract reference number:	[insert] contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
An Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed	[Supplier to insert] assessment of impact]

variation:		
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 22 (Insurance Requirements)

1. The insurance you need to have

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule and any other insurances as may be required by applicable Law (together the **“Insurances”**). The Supplier shall ensure that each of the Insurances is effective no later than

the Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.2 The Insurances shall be:
 - 1.2.1 maintained in accordance with Good Industry Practice;
 - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
 - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Buyer shall be indemnified in respect of claims made against the Buyer in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
 - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which

would entitle any insurer to refuse to pay any claim under any of the Insurances.

- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Buyer may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Buyer, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Buyer and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Buyer in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Buyer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or the Contract for which it may be entitled to claim under any of the Insurances. In the event that the Buyer receives a claim relating to or arising out of the Contract or the Deliverables, the Supplier shall co-operate with the Buyer and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Buyer is the claimant party, the Supplier shall give the Buyer notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or

arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Buyer) full details of the incident giving rise to the claim.

- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Buyer any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following insurance cover from the Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£5,000,000);
and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Schedule 25 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[Guidance: Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[add date (minimum 10 days from request)]		
Signed by Buyer :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[add cause]		
Anticipated impact assessment:	[add impact]		
Actual effect of Default:	[add effect]		
Steps to be taken to rectification:	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[...]	[date]	
Signed by the Supplier:		Date:	

Review of Rectification Plan Buyer			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for rejection (if applicable)	[add reasons]		
Signed by Buyer		Date:	

Schedule 27 (Key Subcontractors)

1. Restrictions on certain subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Contract to the Key Subcontractors set out in the Award Form.
- 1.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of the Buyer and the Supplier shall, at the time of requesting such consent, provide the Buyer with the information detailed in Paragraph 1.4. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. Where the Buyer consents to the appointment of a new Key Subcontractor then they will be added to Key Subcontractor section of the Award Form. The Buyer may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.2.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.2.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.2.3 the proposed Key Subcontractor employs unfit persons.
- 1.3 The Supplier shall provide the Buyer with the following information in respect of the proposed Key Subcontractor:
 - 1.3.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.3.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.3.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.3.4 the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Contract Period; and
 - 1.3.5 (where applicable) Credit Rating Threshold (as defined in Schedule 24 (Financial Distress)) of the Key Subcontractor.
- 1.4 If requested by the Buyer, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.3, the Supplier shall also provide:
 - 1.4.1 a copy of the proposed Key Sub-Contract; and
 - 1.4.2 any further information reasonably requested by the Buyer.

- 1.5 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.5.1 provisions which will enable the Supplier to discharge its obligations under the Contract;
 - 1.5.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
 - 1.5.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.5.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;
 - 1.5.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Contract in respect of:
 - (a) the data protection requirements set out in Clause 14 (Data protection);
 - (b) the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - (c) the obligation not to embarrass the Buyer or otherwise bring the Buyer into disrepute;
 - (d) the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - (e) the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.5.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses 10.4 (When the Buyer can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.5.7 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

eVolve contract- Lot 1

Final Audit Report

2022-06-27

Created: 2022-06-24
By: "REDACTED" Signed
Status: "REDACTED"
Transaction ID:


"eVolve contract- Lot 1" History

 Document created by "REDACTED"

2022-06-24 - 8:51:17 AM GMT- IP address: 81.128.242.156

 Document emailed to "REDACTED" for signature

2022-06-24 - 8:54:13 AM GMT

 Email viewed by "REDACTED"


2022-06-24 - 3:45:45 PM GMT- IP address: 94.12.161.40

 Document e-signed by "REDACTED"

Signature Date: 2022-06-24 - 3:49:50 PM GMT - Time Source: server- IP address: 94.12.161.40

 Document emailed to "REDACTED" for signature

2022-06-24 - 3:49:52 PM GMT

 Email viewed by "REDACTED"

2022-06-27 - 11:37:46 AM GMT- IP address: 208.127.46.247

 Document e-signed by "REDACTED"

Signature Date: 2022-06-27 - 11:38:16 AM GMT - Time Source: server- IP address: 208.127.46.247

 Agreement completed.

2022-06-27 - 11:38:16 AM GMT