

National Centre for Excellence in the Teaching of Mathematics

Contents

Contents.....	1
Award Form	4
Core Terms.....	9
Schedule 1: Definitions	28
Schedule 2: Specification	50
Part A: NCETM Specification	50
Part B: Technical Specification and Supplier’s Response.....	85
Schedule 3: Charges.....	166
Annex 1: Rates and Prices.....	168
Schedule 4: Tender	172
TQ1 Response Implementation and Set up	172
TQ2 Response: Strategic vision for the programme.....	175
TQ3 Response: Hub Management.....	178
TQ4 Response: NCPs	181
TQ5 Response GCSE resit.....	184
TQ6 Response TfM.....	186
TQ7 Response: LLME.....	191
TQ8 Response Governance.....	193
TQ9 Response Savings	197
SV1 Response Social Value.....	198
Communications Strategy.....	201
SQ6.2 Supply Chains.....	203
SQ8.7_2 Payment terms	204
SQ8.7_3 Disputed invoices	204
SQ 8.7_3 Interest for late payments.....	204
SQ8.7_4 Payment terms of subcontractors.....	205
Clarification Questions.....	205
Schedule 5: Commercially Sensitive Information	207

Schedule 6: Transparency Reports	208
Annex A: List of Transparency Reports	209
Schedule 7: Staff Transfer	210
Schedule 8: Implementation and Delivery Plans	231
Schedule 9: Installation Works (Not Applicable)	237
Schedule 10: Performance Levels	238
Part A: Performance Levels and Service Credits	240
Part B: Performance Monitoring.....	245
Schedule 11: Continuous Improvement	248
Schedule 12: Benchmarking (Not Applicable).....	250
Schedule 13: Contract Management	251
Schedule 14: Business Continuity and Disaster Recovery	255
Schedule 15: Minimum Standards of Reliability (Not Applicable).....	261
Schedule 16: Security.....	262
Annex 1: Departmental Security Standards.....	268
Annex 2: Security Management Plan.....	277
Schedule 17: Service Recipients (Not Applicable)	283
Schedule 18: Supply Chain Visibility	284
Schedule 19: Cyber Essentials Scheme	288
Schedule 20: Processing Data	290
Schedule 21: Variation Form.....	298
Schedule 22: Insurance Requirements	300
Annex 1: Required Insurances	303
Schedule 23: Guarantee.....	304
Annex 1: Form of Guarantee	305
Schedule 24: Financial Difficulties	315
Schedule 25: Rectification Plan.....	321
Schedule 26: Sustainability	323
Annex 1: Environmental Policy	328
Schedule 27: Key Subcontractors	331
Schedule 28: ICT Services & Agile Development (Not Applicable)	333
Schedule 29: Key Supplier Staff	334
Annex 1: Key Roles.....	335
Schedule 30: Exit Management	336
Schedule 31: Buyer Specific Terms (Not Applicable)	344
Schedule 32: Background Checks (Not Applicable)	344

Schedule 33: Scottish Law (Not Applicable).....	344
Schedule 34: Northern Ireland Law (Not Applicable)	344
Schedule 35: Lease Terms (Not Applicable).....	344
Schedule 36: Intellectual Property Rights.....	345
Schedule 37: Corporate Resolution Planning (Not Applicable)	348
Special Term 1: Safeguarding Policy	349

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.

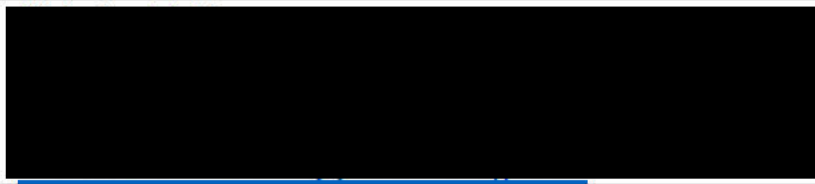
1.	Buyer	The Secretary of State for Education (the Buyer). Its offices are on: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT
2.	Supplier	Name: Tribal Education Limited Address: Kings Orchard, One Queen Street, Bristol, BS2 0HQ Company Registration number: 04163300
3.	Contract	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in the Find a Tender Service reference 2021/S 000-032518 (Find a Tender Service Contract Notice).
4.	Contract reference	CON_13851
5.	Deliverables	The National Centre for Excellence in the Teaching of Mathematics (NCETM) delivers and supports a national network of Maths Hubs with the aim of improving mathematics teaching and attainment in England. See Schedule 2 (Specification) for further details.
6.	Start Date	1 July 2022
7.	End Date	31 August 2024
8.	Extension Period	Potential extension of up to 12 months to 31 August 2025
9.	Incorporated Terms (Together these documents form the 'the Contract')	The following documents are incorporated as detailed in this Contract. Where numbers are missing we are not using these Schedules. If the documents conflict, the following order of precedence applies: 1. This Award Form 2. Any Special Terms (see Section 10 Special Terms in this Award Form) 3. Core Terms as detailed in this Contract 4. Schedule 1 (Definitions) 5. Schedule 20 (Processing Data) 6. The following Schedules (in equal order of precedence):



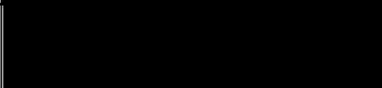
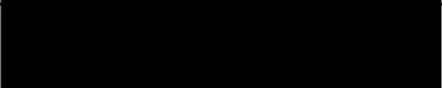


		<p>6.1 Schedule 2 (Specification)</p> <p>6.2 Schedule 3 (Charges)</p> <p>6.3 Schedule 5 (Commercially Sensitive Information)</p> <p>6.4 Schedule 6 (Transparency Reports)</p> <p>6.5 Schedule 7 (Staff Transfer)</p> <p>6.6 Schedule 8 (Implementation and Delivery Plans)</p> <p>6.7 Schedule 10 (Performance Levels)</p> <p>6.8 Schedule 11 (Continuous Improvement)</p> <p>6.9 Schedule 13 (Contract Management)</p> <p>6.10 Schedule 14 (Business Continuity and Disaster Recovery)</p> <p>6.11 Schedule 16 (Security)</p> <p>6.12 Schedule 18 (Supply Chain Visibility)</p> <p>6.13 Schedule 19 (Cyber Essentials Scheme)</p> <p>6.14 Schedule 21 (Variation Form)</p> <p>6.15 Schedule 22 (Insurance Requirements)</p> <p>6.16 Schedule 23 (Guarantee)</p> <p>6.17 Schedule 24 (Financial Difficulties)</p> <p>6.18 Schedule 25 (Rectification Plan)</p> <p>6.19 Schedule 26 (Sustainability)</p> <p>6.20 Schedule 27 (Key Subcontractors)</p> <p>6.21 Schedule 28 (ICT Services)</p> <p>6.22 Schedule 29 (Key Supplier Staff)</p> <p>6.23 Schedule 30 (Exit Management)</p> <p>6.24 Schedule 36 (Intellectual Property Rights)</p> <p>7. 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	Special Term 1- Safeguarding Policy

11.	Buyer's Environmental Policy	Appended at Schedule 26.
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12.	Buyer's Security Policy	Appended at Schedule 16.
13.	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).
14.	Commercially Sensitive Information	Supplier's Commercially Sensitive Information: detailed in Schedule 5
15.	Charges	Details in Schedule 3 (Charges)
16.	Reimbursable expenses	None
17.	Payment method	<p>The Supplier shall invoice the Buyer monthly in arrears. This can be according to profile, except for the months of June, September, December and March, when the invoiced amount (excluding any profit/operating surplus and any clawback applied) must be fully reconciled with costs incurred over the preceding three-month period. A similar reconciliation shall take place in the final month of the Term, regardless of the month in which it falls.</p> <p>Invoices should be submitted by email to (accountspayable.OCR@education.gov.uk) and copy in the relevant Buyer Authorised Representative and, once approved (such approval not to be unreasonably withheld or delayed), submitted to the Buyer's payment services provider within 30 days of the end of the relevant invoicing date. Payments will be made by BACS transfer following receipt of a valid invoice.</p> <p>VAT will be charged where applicable on elements where agreed. The Supplier must investigate VAT issues with HMRC, identify which Services are exempt and which would be classified to attract VAT at the prevailing rate. The Supplier shall add VAT to the price at the prevailing rate as applicable.</p>
18.	Performance Levels	<p>Service Credits will accrue in accordance with Schedule 10 (Performance Levels)</p> <p>The Service Credit Cap means the maximum applicable Service Credit applied in relation to KPI Failure in the Contract calculated as set out Schedule 10. This equates to £836,886 which is 10% of the Charges minus set-up costs.</p>

		A Critical KPI Failure is: If the Supplier achieves less than 50% of the target Performance Measure.
19.	Insurance	Details in Annex of Schedule 22 (Insurance Requirements).
20	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.
21	Cyber Essentials Certification	Cyber Essentials Scheme Plus Certificate (or recognised equivalent) are a requirement of this Contract. Details in Schedule 19 (Cyber Essentials Scheme).
22	Progress Meetings and Progress Reports	The Supplier shall attend Progress Meetings with the Buyer every month unless mutually agreed (also referred to as Performance Review Meetings and Programme Management Board). The Supplier shall provide the Buyer with Progress Reports every month (also referred to as the Performance Monitoring Report).
23	Guarantee	The Supplier must have a Guarantor to guarantee their performance using the form in Schedule 23 (Guarantee)
24	Supplier Contract Manager	[REDACTED]
25	Supplier Authorised Representative	[REDACTED]
26	Supplier Compliance Officer	[REDACTED]
27	Supplier Data Protection Officer	[REDACTED]
28	Supplier Marketing Contact	[REDACTED]
29	Key Subcontractors	Key Subcontractor 1 Name: Mathematics in Education and Industry ("MEI") Registration number (if registered) Company

		registration number: 03265490, Charity registration number: 1058911 Role of Subcontractor: Contributing to the leadership and management of the NCETM.
30	Buyer Authorised Representative	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	30/06/2022	Date:	30/06/2022

Core Terms

1. Definitions used in the contract

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; and
 - includes Core Terms, Schedules and any other changes or items in the completed Award Form and any changes made to the Contract in accordance with the Variation Procedure.
- 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; or
 - 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; and
 - 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 Deliverables

3.2.1 Late Delivery of the Deliverables will be a Default of the Contract.

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

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

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

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

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

3.2.7 The Buyer is entitled to withhold payment for partially or undelivered Deliverables, 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 Subject to Approval by the Buyer of the Progress Report, 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; and
- 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; and
 - 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; and
 - 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; and
 - 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 UK 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; and
 - 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; and
 - 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 (Preventing fraud, bribery and corruption).
- 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; and
- 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; and
 - non-payment by the Supplier of any tax or National Insurance.
- 8.4 All claims indemnified under this Contract must use Clause 26 (Dealing with claims).
- 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; and
 - 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; or
 - replace or modify the relevant item with substitutes that don't infringe IPR without adversely affecting the functionality or performance of the Deliverables.
- 9.7 The Supplier may refer to third party digital resources (the "**Resources**") on its website and in its materials when providing the Deliverables under this Contract, provided that:
- the Supplier refers to Resources which are available free of charge;
 - the Resources referred to are selected on the basis of criteria developed by the Supplier, which should be objective, qualitative and be able to withstand independent scrutiny. For the avoidance of doubt this will not apply to any Resources that are referred to in materials listed in the Asset Register that are protected by Crown Copyright at the Start Date;
 - the Resources referred to must be conducive to the good Delivery of the Deliverables;
 - the Supplier does not derive any economic benefit as a result of referring to the Resources; and
 - the Supplier has obtained written permission from an appropriate officer of each third party to refer to its Resources, as applicable.

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 or as set out in this Contract.
- 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 Clauses 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 Performance Levels in Schedule 10 (Performance 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; or
- 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; or
- 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; and
- 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 Clauses 10.5.2 to 10.5.7 apply.

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, 10.5, 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; and
- 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; or
- 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; or
- increase the Charges.

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; or
- 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, 14.8, 31.3 or Schedules 7 (Staff Transfer) and 30 (Exit Management) 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; and
- 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 the Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier must, at its own cost, obtain and maintain the Required Insurances detailed 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; and/or
- 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; and
- 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; and
- 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; or
- 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; or
- 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; and
- 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; and
 - 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; and
 - Clauses 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 prior 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 in the form set out in Schedule 21 (Variation Form).
- 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; or
 - 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; and
 - 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; and
 - 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; or
 - the amount the Indemnifier paid the Beneficiary for the Claim

27. Preventing fraud, bribery and corruption

- 27.1 The Supplier must not during the 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; and
 - 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; or
 - 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; and
 - 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; and
 - 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; and
 - 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; and
 - 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; and
 - 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; and

- 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; and
 - 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; and
 - 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.

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;
 - 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;
"Asset Register"	as defined in paragraph 2.2 in Schedule 30 Exit Management;
"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 Deliverables; 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, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;

	<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; and</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>
"Award Form"	the document outlining the Incorporated Terms and crucial information required for the Contract, to be executed by the Supplier and the Buyer;
"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 Contract Period;
"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;

"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> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"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 applicable Start Date; until the applicable End Date (also described as the "term" in Schedule 2);
"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 1 September each year;
"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 UK GDPR;
"Core Terms"	the Buyer's terms and conditions which comprise one part of this Contract;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> 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; viii. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix. reasonable recruitment costs, as agreed with the Buyer; 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; 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>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> <ul style="list-style-type: none"> i. Overhead; ii. financing or similar costs; iii. 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; iv. taxation; v. fines and penalties; vi. amounts payable under Schedule 12 (Benchmarking) where such Schedule is used; and vii. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
"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 UK 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 UK GDPR;
"Data Subject"	has the meaning given to it in the UK 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(s) as specified in the Implementation Plan and/or Delivery Plan;
"Deliverable Period"	has the meaning given to it in Schedule 10 Performance Levels;
"Deliverables"	goods and/or services including the Documentation, as more specifically detailed in Schedule 2 Specification;
"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 and Delivery Plans) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Delivery Plan" or "Detailed Delivery Plan"	the plan for provision of the Deliverables each Contract Year set out in Schedule 8 (Implementation and Delivery Plans) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"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"	descriptions of the Deliverables and Performance 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: <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to

	<p>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;
"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 date as detailed in the Award Form,</p> <p>as extended by any Extension Period exercised by the Buyer under Clause 10.2; or</p> <p>if the Contract is terminated before the date specified, the date of termination of the Contract;</p>
"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 calculated using the figures in Schedule 3;;
"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);
"Extension Period"	such period or periods beyond which the End Date 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"	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <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> <ol style="list-style-type: none"> a. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; b. acts of a Crown Body, local government or regulatory bodies; c. fire, flood or any disaster; or d. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ol style="list-style-type: none"> 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; 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 iii. any failure of delay caused by a lack of funds;
"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;
" 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);
"UK GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and

	b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"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; b) details of the cost of implementing the proposed Variation; 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; d) a timetable for the implementation and delivery, together with any proposals for the testing of the Variation; and e) such other information as the Buyer may reasonably request in (or in response to) the Variation request;
"Implementation Plan"	the plan for provision of the Deliverables set out in Schedule 8 (Implementation and Delivery Plans) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer and relates to the period between 1 July 2022 and 31 August 2022;
"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;
"Insolvency Event"	<ul style="list-style-type: none"> a) in respect of a person: 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 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 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

	<p>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"	any Subcontractor: <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, and the Supplier shall list all such Key Subcontractors in section 29 of the Award Form;
"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 and/or Delivery Plan;

"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan and/or Delivery 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"	<ul style="list-style-type: none"> 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 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>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non – Compliance"	<p>where:</p> <ul style="list-style-type: none"> 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: <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 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;
"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> <ul style="list-style-type: none"> 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; b. operating expenditure relating to the provision of the Deliverables including an analysis showing:

	<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 Deliverable Period;</p>
Operational Deliverable Commencement Date	1 September 2022;
"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;
"Performance Levels"	any performance levels applicable to the provision of the Deliverables under the Contract (which, where Schedule 10 (Performance Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Performance Monitoring Reports" and	the reports produced by the Supplier as detailed in paragraphs 3.1 and 3.2 of Part B of Schedule 10;

“Progress Report”	
"Personal Data"	has the meaning given to it in the UK GDPR;
“Personal Data Breach”	has the meaning given to it in the UK 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 ;
“Programme Management Board” and “Progress Meeting”	the board established in accordance with paragraph 4.1 of Schedule 13 (also referred to as the Performance Review Meeting in Schedule 2);
“Prohibited Acts”	<ul style="list-style-type: none"> 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: <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; 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 c. committing any offence: <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 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;
“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"	the Supplier's plan (or revised plan) to rectify its breach using the template in Schedule 25 (Rectification Plan Template) which shall include: <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"	the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Deliverables, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including: <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 Deliverables 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 Deliverables at their usual place of work, or to and from the premises at which the Deliverables are principally to be performed;
"the Buyer's Confidential Information"	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Buyer (including all Buyer Existing IPR and New IPR);

	<p>b) 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 and Delivery Plans) 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 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: <ul style="list-style-type: none"> 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"	any: <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 (also referred to as the "effective date" in Schedule 2;
"Buyer's Senior Responsible Officer"	the representative appointed by the Buyer from time to time in relation to the Contract initially identified as the Deputy Director of STEM Education;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party: <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"	<ul style="list-style-type: none"> 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; 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; c) Information derived from any of (a) and (b) above;
"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"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the goods and/or services in accordance with the Performance Levels ; and/or c) comply with an obligation under the Contract;
"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: <ul style="list-style-type: none"> 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 – <ul style="list-style-type: none"> 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);
"UK GDPR"	the UK General Data Protection Regulation (Regulation (EU) 2016/679)
"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.

For all Deliverables, the Supplier must help the Buyer comply with any specific applicable Standards of the Buyer.

OUR SOCIAL VALUE PRIORITIES

[In line with public procurement guidance¹](#), businesses seeking to win government work must set out how they will also deliver social value priorities. The overarching aims of the NCETM align with the wider Government and Departmental aims to prioritise the importance of social value in our commercial decision making. The 4 themes of social value² are: Supporting Covid-19 Recovery; Tackling Economic Inequality; Fighting climate change and Driving Equal Opportunity along with tackling workforce health and wellbeing. Suppliers were invited to address these measures in their responses to the Specification Requirements. The priority in this procurement requires a focus on is:

- (a) Tackling economic inequality

In the event of a conflict between the NCETM Specification and the Technical Specification and Supplier's Response documents detailed below, the NCETM Specification will take precedence.

Part A: NCETM Specification

Introduction And Background

- 1.1 The purpose of this specification is to provide a description of the services that supplier(s) shall be required to deliver through a single contract to be awarded by the Department for Education (DfE) to operate the National Centre for Excellence in the Teaching of Mathematics (NCETM), which delivers and supports national programmes to improve mathematics teaching and attainment in England.

This document must be read in conjunction with Document 2a Background and Policy Document. The other documents in this Invitation to Tender (ItT) pack also provide supporting and necessary information.

- 1.2 The NCETM manages the Maths Hub network to deliver its strategic priorities, including the delivery of the Teaching for Mastery (TfM) programme and build sector expertise in mathematics. The NCETM provides the central source of expertise, information and evidence on effective teaching, pupil knowledge acquisition and teacher professional development, supporting successful progression in mathematics from reception to key stages 5 implemented through the Hubs network. The NCETM brand is subject to Crown copyright and will be

¹ <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

² <https://www.gov.uk/government/news/new-measures-to-deliver-value-to-society-through-public-procurement>

made available for use at contract award.

- 1.3 The NCETMs role is to deliver the national programme of mathematics support and continuing professional development (CPD) on behalf of DfE, in England. We expect the CPD provided by the programme to be designed in line with best practice on CPD design, and to be underpinned by robust evidence and expertise. In particular, the CPD should be designed with due regard to the principles outlined in the 'designing effective professional development' section of the department's [NPQ in Leading Teacher Development](#)³ guidance. This includes managing the network of 40 Maths Hubs, delivering the Teaching for Mastery programme (with the stated aim of reaching 75% of primary schools and 65% of secondary schools by 2025), developing mathematics expertise in the school-lead system of school improvement, providing expert advice to DfE on mathematics, and acting as a lynchpin for DfE's other mathematics programmes and ensuring good coordination between these programmes. The contract awarded under this procurement will continue this work, building on these measures by supporting the Maths Hubs to deliver their priorities (Document 2a), including ensuring fidelity of, and participation in, the Teaching for Mastery programme.
- 1.5 The new contract will deliver the aims of the NCETM. This includes the Government's ambitions for mastery and the Maths Hub network (Document 2a). The contract is expected to begin on 1 July 2022 and to run for two years and two months until 31 August 2024, with the option to extend by one year subject to internal approval and governance. This includes a two-month transition period which overlaps with the end of the current contract, which finishes on 31 August 2022. This will allow the smooth transfer of functions, support mobilisation and provide consistency for the Maths Hubs.
- 1.6 DfE reserves the right to extend the contract for multiples of our choice. Bidders should, however, be aware that we have funding for the initial term of two years only, subject to budgetary approval, and therefore any contract extension is subject to having further approvals and further funding in place. Any such extension will be solely at DfE's discretion and determined in part by performance and success measures as monitored through DfE's contract management, including, but not limited to:
 - (a) performance against recruitment and retention key performance indicators (KPIs): management information data will identify recruitment and retention performance;
 - (b) cost: we will monitor and track spend to ensure that the suppliers are delivering against key performance indicators within the agreed budget; and
 - (c) participant satisfaction: as part of the continuous improvement and evaluation process we will seek feedback from participants on the programme. We will also seek the views of schools, head teachers, etc. in order to assess the added value which the trainees are bringing to the schools.

³https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/925511/NPQ_Leading_Teacher_Development.pdf

- 1.7 Bidders should be aware that this invitation to tender has been released before the Department for Education has fully finalised funding through the spending review business planning process. The DfE reserves the right to reduce the scope of the activities advertised within this tender to accommodate the agreed parameters of funding. More information about how this impacts the bidding process can be found in paragraph 7.5. Funding will be finalised and confirmed before contract signing.
- 1.8 Bidders should be aware that DfE reserves the right to terminate, amend, and flex the scope, up or down, of any agreement should funding change. This could be as a result of a significant change in Government policy relating to the delivery of the programme, and outputs required as part of this contract, by giving at least 3 months' notice. In addition, this procurement exercise, the service scope and the award of the contract is subject to any change in Ministerial priorities. All changes will be in line with prevailing commercial legislation.
- 1.9 DfE will not accept liability for expenditure incurred in the bidding stage in this procurement. The treatment of costs which are incurred by the Supplier post-award will be covered in the contract.
- 1.10 This requirement relates to education and training services and will be conducted in accordance with the Public Contracts Regulations (PCR) 2015 for an open tender process (Regulation 27).

2. THE SERVICE REQUIREMENT

- 2.1 The requirements set out in this Document 2b should be read in conjunction with all other documents that form this Invitation to Tender pack. Bidder instructions can be found in Document 1 Invitation to Tender Instructions (ITT). The programme set out in this ITT pack may be subject to refinement following contract award in light of provider insight, experience or unique factors impacting on the service proposal or target market/area. This may include the need to scale up or down as the policy evolves. This will be in line with prevailing commercial legislation.
- 2.2 The NCETM provider will undertake a pivotal coordination and leadership role in working with Maths Hubs to deliver strategic goals (Document 2a). This will be through a variety of means, including Maths Hub projects that develop best practice locally, and for a variety of topics, such as Early Years and the transition from key stage 2 to key stage 3. The NCETM will be responsible for transforming the teaching of primary and secondary mathematics through robust implementation of the Teaching for Mastery programme. The successful bidder will have specific key performance indicators on participation, quality, and management of the Maths Hubs.
- 2.3 Teaching for Mastery is a voluntary but valuable programme for schools. DfE wishes to maintain consistent high-quality training and support in all areas of programme delivery with the aim of embedding the pedagogical practice of mastery across the whole school. The NCETM is fundamental in delivering this.

3. THE NCETM WILL MANAGE THE MATHS HUB NETWORK TO IMPROVE THE TEACHING OF MATHEMATICS INCLUDING THE DELIVERY OF TEACHING FOR MASTERY IN PRIMARY AND SECONDARY.

- 3.1 The purpose of the NCETM is to provide a central source of expertise, information and evidence on teaching, pupil knowledge acquisition and teacher professional development in mathematics. The NCETM utilises the Maths Hubs network to support this aim, including by cascading the Teaching for Mastery programme across primary and secondary schools in England and building mathematics expertise in the school system. The Maths Hubs network provides a local source of expertise, school-to-school support, information and evidence on effective teaching, and professional development in mathematics with the aim of supporting successful pupil progression in mathematics from Early Years through to key stage 5 and beyond. The Maths Hubs are funded directly by DfE through Grant Funding Agreements.
- 3.2 Since 2006, DfE has supported the delivery of the National Centre for Excellence in the Teaching of Mathematics (NCETM).
- 3.3 The focus of the NCETM is to manage and support the work of the Maths Hubs network and the bidder will be expected to maintain stability for the Maths Hubs during transition from the previous contract. DfE may expand, reduce or accelerate different strands of the Maths Hub programme of work. The NCETM will be expected to manage and agree the detail of this annually with DfE, and agree targets and quality outputs within the Service, including review of the pricing model.
- 3.4 The purpose of the Teaching for Mastery programme is to train teachers in the mastery approach to teaching mathematics so that all pupils receive a high-quality education and can master the fundamental basics of mathematics. The aims of the Teaching for Mastery programme are detailed in full in Section 5 of Document 2a.
- 3.5 DfE is keen to continue with its approach and wishes to continue with the NCETM and Maths Hub programme delivery, including the Maths Hubs strategic goals (as outlined in Appendix 1 of Document 2a) and the Teaching for Mastery programme. The Maths Hubs programme will be an enabler for all schools and colleges to implement new curricula and qualifications and improve the quality of mathematics teaching more generally. The NCETM will have three key programme aims to deliver for DfE: (i) management of the Maths Hubs to deliver improvements in the teaching of mathematics; (ii) build mathematics expertise in the school system and (iii) deliver the Teaching for Mastery in primary and secondary schools.
- 3.6 The establishment of the Maths Hubs was a great step forward in sector-led leadership to improve standards in mathematics. Expert central support and co-ordination is essential to support Maths Hubs in their role – so they can mature their leadership, reach and expertise to deliver effective change to mathematics teaching in their area.
- 3.7 All proposals would need to work with the existing programme and the current programme provision outlined in Document 2a. This is to ensure consistency for the Maths Hubs and participating schools as well as maintain fidelity to the mastery training being delivered. In this case fidelity refers to faithfulness to the

principles and fundamental characteristics of the mastery approach to teaching maths. This includes fidelity to the Five Big Ideas⁴ and the key principles of Teaching for Mastery⁵, as well as international evidence-based research. It would be expected that the successful supplier would use the existing training content and professional development materials to achieve this fidelity in the Teaching for Mastery programme whether that's in the training provided at any level in the programme or in the classroom of participant schools and identify and capitalise on further opportunities to enhance fidelity. Our aim is that fidelity should be achieved by all teachers of maths within participating schools.

- 3.8 We are seeking bids from organisations that can demonstrate how they can support the Maths Hubs to cascade, embed and retain fidelity (see Section 9 of Document 2a) of the Teaching for Mastery programme including the Mastery Readiness Programme (see Section 7 of Document 2a). We invite bids from individual organisations or consortia, or similar capable of delivering a national programme. Where a consortia bid is presented we do require one supplier to be the lead supplier for contractual purposes.
- 3.9 We draw bidders' attention to Documents 17 and 18 of this invitation-to-tender pack which are available only on request once you have signed the declaration of confidentiality. These documents hold the list of the assets that will be made available to the winning supplier, which are currently and will remain owned by the Crown, and the redacted list of Transfer of Employee Undertakings. Ownership of intellectual property rights in materials created by the winning supplier in delivering the NCETM shall belong to and be assigned to DfE. Bidders should take into account the TUPE information in their proposals.
- 3.10 **Social Value:** [In line with public procurement guidance](#)⁶, businesses seeking to win government work must set out how they will also deliver social value priorities. The overarching aims of the NCETM align with the wider Government and Departmental aims to prioritise the importance of social value in our commercial decision making. The 4 themes of social value⁷ are: Supporting Covid-19 Recovery; Tackling Economic Inequality; Fighting climate change and Driving Equal Opportunity along with tackling workforce health and wellbeing. Suppliers will be invited to address these measures in their responses to the Specification Requirements.

4. MANDATORY REQUIREMENTS

- 4.1 As part of this specification, there are a number of mandatory requirements. Please note that DfE may, at its sole discretion, refuse to consider your bid if you are unable to evidence compliance with these requirements.
- 4.2 Your organisation will provide a mobilisation and implementation plan that can demonstrate sufficient capability and capacity to deliver the contract and scale up implementation to meet the contract delivery timelines and key performance indicators (KPIs). DfE will review responses as part of its longer-term contract management strategy for the winning bidder.

⁴ <https://www.ncetm.org.uk/teaching-for-mastery/mastery-explained/five-big-ideas-in-teaching-for-mastery/>

⁵ <https://www.ncetm.org.uk/media/uhjhtxy1/the-essence-of-maths-teaching-for-mastery-june-2016.pdf>

⁶ <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

⁷ <https://www.gov.uk/government/news/new-measures-to-deliver-value-to-society-through-public-procurement>

- 4.3 Your organisation must be able to commit to recruiting and delivering in line with the reach and scope outlined in this tender between 2022 and 2024. This includes compliance with all key performance indicators (KPIs), and your attention is drawn to Section 8 of this Document 2b. DfE, at its sole discretion, has an option to extend for a further in multiples of its choice from August 2024. Any such extension will be subject to the relevant DfE approvals and notifications.
- 4.4 All proposed delivery of the contract must be located within England.
- 4.5 Partnership agreements should be established as legal entities before the contract award is made. This will require all bidders (including consortia partners and supply chain organisations) to have made a full declaration on the FVRAT document 11, as part of this ITT document suite.
- 4.6 If you are delivering this contract as part of a consortium, your organisation will agree to enter into binding agreements with other consortium members to ensure service delivery and compliance with all contractual requirements and expectations and due diligence declarations are met. This will need to be in place by the contract signing date and evidence will need to be provided. Bidders are reminded that the lead organisation will be the single contract holder and will have overall accountability for service delivery and meeting the contract key performance indicators (KPIs).
- 4.7 Bidders' attention is drawn to the requirements set out in Public Procurement Notice 01/18, which is available online at <https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility> and which places further supply chain obligations on winning bidders.
- 4.8 Your organisation shall as far as practicable satisfy DfE that it operates to an acceptable standard such as BS 5750, BS EN ISO 9000 or an equivalent.
- 4.9 Your organisation will manage the programme delivery, reviewing service delivery for continuous improvement and ensuring the programme demonstrates value for money.
- 4.10 Your organisation must agree to provide any necessary assistance, data, information or other support to a third-party evaluation contractor if required by DfE.
- 4.11 Your organisation will agree to put at risk an agreed percentage of the annual delivery costs against the non or under-achievement of the key performance indicators. The percentage cost put at risk will be part of the bidding process.
- 4.12 You should be aware that the appointment of key personnel within the programme management structure will be subject to DfE consent. A list of key personnel will be agreed with the contractor at finalisation stage. Any replacements of key personnel during the term shall be subject to DfE consent and shall be of at least equal status, experience and skills to key personnel being replaced and be suitable for the responsibilities of that person in relation to the services.

5. PROGRAMME REQUIREMENTS

- 5.1 The Supplier will be responsible for the delivery of a bespoke programme that includes but is not limited to the following distinctive elements that will form the obligations of the contract. The table below breaks the project down into the key functions, for which will form the basis for the assessment questions which can be found in Document 6 Award Criteria of this invitation to tender (ITT). Whilst suppliers need to ensure that their proposed programme covers the list of requirements in full, they should also look to develop new and innovative ways of working to ensure effective and efficient service delivery targeted to the needs of the programme and which achieve value for money.

Table 1: List of deliverables.

Function	Description
<p>A: Implementation and set-up of the NCETM (a virtual organisation)</p>	<p>Develop a mobilisation and implementation plan to cover set-up and a high-level delivery plan to cover programme delivery, and which shall be supplemented by annual detailed delivery plans in accordance with the requirements of function H. The NCETM will be an oversight body to provide a strong and effective leadership and coordination role for the programme including the Maths Hubs. Both plans should demonstrate capability to monitor and regulate performance in order to maintain high-quality provision. The implementation plan will include a detailed plan of how you would deliver to meet the aims and objectives of the programme as set out in Document 2a.</p>
	<p>Detailed requirements:</p> <p>The supplier will:</p> <p>A1 Develop and agree with DfE a mobilisation and implementation plan for the NCETM contract, taking into account the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in Documents 2a and 2b of this invitation to tender. This should include which existing programme assets it intends to use and in doing so demonstrate to DfE sufficient capability and capacity to deliver the contract with minimal disruption for Maths Hubs in the timeframe provided.</p> <p>A2 Develop and agree with DfE a high-level delivery plan covering the duration of the contract term, taking into account the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in Documents 2a and 2b of this invitation to tender. This shall be supplemented by annual detailed delivery plans as referenced under function H.</p>

	<p>A3 Manage the successful transfer of assets, staff and functions from the incumbent supplier, ensuring that any impact on programme delivery is kept to a minimum and regularly updating DfE on progress.</p> <p>A4 Develop and implement a communications strategy to engage Maths Hubs and the school system to attract and recruit sufficient numbers of suitably qualified and experienced leaders and participants to Network Collaborative Projects, including TfM. This includes working with DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls.</p> <p>A5 Develop and implement robust arrangements for the purpose of safeguarding the welfare of children, young people and vulnerable adults and which are compliant with the provisions of the Safeguarding Schedule, Document 15a.</p> <p>A6 Create a new online presence under the NCETM brand by March 2023 which is the property of the Crown and readily transferable to DfE (or other party). This includes transferring all DfE owned content from the current (as of the start of this contract, 01 July 2022) to the new website platform. During this time, work with the current NCETM website supplier to maintain an online presence with minimal, essential updates to the website only. From March 2023, or sooner if applicable, the supplier will take over all online activity.</p> <p>A7 Demonstrate where applicable suitable user-centred digital proposals for ensuring that future (and existing from March 2023) NCETM and Maths Hub resources are easily accessible online and they are in accordance with Government Digital Service (GDS) guidelines as detailed at https://www.gov.uk/government/collections/cabinet-office-controls#digital-and-technology-spend-controls:-pipeline-process-(introduced-in-2018). All proposals are subject to DfE approval and must be GDS-compliant. This online presence must be maintained from March 2023 (or sooner if applicable) for the duration of the contract.</p> <p>A8 Ensure that all digital solutions to contract management and online stakeholder engagement (including the website and communities) are readily transferable to DfE (or other party) following exit of the contract in August 2024, or the end of the contract, whichever is sooner.</p>
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	<p>A9 Ensure the NCETM monitors and provides Maths Hubs with all reasonable practical support to deliver against their objectives as outlined in their Grant Funding Agreements and annual plans as outlined in Document 2a of this specification.</p> <p>A10 Where required during the course of the programme, develop and implement effective strategies for reprioritising the schools and colleges eligible for programme support in line with revisions to DfE strategy for targeted support.</p>
<p>B: Manage, support and challenge the network of Maths Hubs</p>	<p>Manage and coordinate the Maths Hubs network, including supporting, challenging and monitoring Maths Hubs activity and working with Maths Hubs to plan and build sufficient capacity to meet Key Performance Indicators (KPIs) and national and regional school improvement needs, taking account of any DfE policy targets.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>B1 Develop and implement a consistent, transparent, fair and open process of performance monitoring and evaluation of the Maths Hubs. This includes providing support and constructive challenge for the Maths Hubs both individually and collectively, using this to maximise Maths Hubs' effectiveness and capacity in providing school-to-school support and increasing the quality of mathematics provision throughout their respective localities. This includes:</p> <p>B1.1 each academic year, coordinate the development of an annual plan by each Maths Hub, ensuring that this is realistic and appropriate to local and national need. Plans should be clearly aligned to relevant priorities, objectives and targets for Maths Hubs as set by DfE, and provides an appropriate degree of challenge for the hub. All annual plans must be reviewed and approved by DfE prior to implementation.</p> <p>B1.2 ensuring that agreed Maths Hub annual plans are implemented and delivered to a high standard.</p> <p>B1.3 assessing the progress and effectiveness of each Maths Hub and identifying successes and issues, and using this to facilitate the effective sharing of best practice.</p>

	<p>B1.4 reporting to and working with the DfE and Ministers to review the work of the Maths Hubs and ensure that the programme has a positive impact on the quality of primary and secondary mathematics education in England.</p> <p>B1.5 developing an effective programme of training and mentoring for delivery by both the NCEM and the Maths Hubs, ensuring the sharing of best practice and application of continuous improvement throughout all stages of the process.</p> <p>B2 Ensure that Maths Hubs collaborate effectively wherever this is required to deliver programme objectives, the advancement of educational standards, the delivery of value for money or the prudent management of public funds, and encourage and support this collaboration.</p> <p>B3 Attend and take an active role in Maths Hub strategic boards, the Maths Hub Council, and other ongoing hub management groups.</p> <p>B4 Hold regular governance meetings with DfE at least three times per academic year (and more frequently if required) to monitor and report on Maths Hubs' performance and capacity to ensure they continue to meet the eligibility criteria and are delivering well against their respective plans, to quality and to budget. Agree with DfE appropriate remedial action where this is required to address any areas of concern identified by either the NCEM or DfE.</p> <p>B5 Ensure and monitor the effective implementation of any remedial action agreed with DfE under B4, including the exit and/or transition of a hub.</p> <p>B6 Each academic year work in partnership with DfE to review the list of priorities for the Maths Hub network, taking into account:</p> <p>B6.1 the aims and objectives of the programme as articulated in this specification</p> <p>B6.2 identified needs within the education system in order to maintain and improve educational attainment in mathematics education for children and young people aged 16 and under</p> <p>B6.3 evolving DfE policy, particularly within the context of mathematics education for children and young people</p> <p>B6.4 any strategic guidance communicated to the NCEM by DfE in relation to the priority-setting exercise, and</p>
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	<p>B6.5 following agreement of the proposed priorities by DfE, ensure that these are communicated to and implemented by the Maths Hubs and used to inform the Maths Hubs' work throughout the relevant academic year.</p> <p>B7 Each academic year develop a Maths Hub funding model⁸ based on Maths Hub annual plans and ongoing management information. This funding model will determine each Maths Hub's annual funding entitlement in line with the Maths Hubs payments schedule, this model is to be maintained by the Supplier and agreed with DfE at least three times per academic year.</p> <p>B8 support, advise and offer constructive challenge to Maths Hubs' leadership teams by:</p> <p>B8.1 continuously monitoring leadership capacity within each Maths Hub and working with Maths Hubs to ensure that this is sufficient to enable successful delivery against programme objectives and the requirements of annual plans</p> <p>B8.2 offering a strategic overview of Maths Hubs' activities to ensure that these are aligned to Government priorities, and</p> <p>B8.3 ensuring that Maths Hubs plan, deliver and evaluate their work effectively in terms of impact and value for money.</p> <p>B9 At least once per academic year, conduct an assessment of future national and regional requirements for additional Maths Hub capacity based on relevant Key Performance Indicators (KPIs) and national and regional school improvement needs, and taking into account any policy targets communicated by DfE to the supplier.</p> <p>B10 Work with Maths Hubs to plan and implement capacity-building activities in order to ensure that the Maths Hub network's capacity to support school improvement grows in line with national and regional needs identified through assessments carried out as part of B9.</p> <p>B11 In the event that one or more Maths Hub lead schools is de-designated or is no longer eligible or able to serve in that role, work with DfE to advertise locally, recruit bidders and support the appointment of an appropriate alternative lead school. Facilitate and support the timely and orderly transfer of relevant activities from the previous lead school to the new institution designated to serve in that role.</p>
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⁸ An example of the Maths Hub Funding Model with unit costs for Maths Hub activity can be found in Document 21 of this ITT pack. It should be noted that this is an example for this ITT pack only and not representative of any past or future academic years.

<p>C: Support and ensure effective delivery of school improvement in the teaching of mathematics through Network Collaborative Projects</p>	<p>Transform the teaching of primary and secondary mathematics by supporting the robust development and implementation of a range of Network Collaborative Projects, delivered through the Maths Hubs, to bring about school improvement in the teaching of mathematics. Monitor school improvement projects across the Maths Hubs network to support and challenge Maths Hubs to effectively deliver against the strategic goals agreed with DfE. Progress and impact are to be reported through management of information arrangements in Function H.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>C1 Support Maths Hubs in the development of Network Collaborative Projects (NCPs) for each academic year, ensuring that these are aligned to strategic goals, meeting any selection or focus criteria which may from time to time be determined by DfE.</p> <p>C2 Work with Maths Hubs to agree how they will arrange their training plans and their responsibilities to NCP participants, which may include pre-course preparation.</p> <p>C3 For each NCP, ensure the conclusion and implementation of one or more formal partnership agreements between the relevant Maths Hubs and the associated delivery schools and/or colleges, with each agreement to set out as a minimum:</p> <p>C3.1 which elements of the NCP are to be delivered by the Maths Hub and which by the delivery school(s) and/or college(s)</p> <p>C3.2 arrangements for the distribution of allocated DfE funds between the partners, including the cost of the NCP delivery, and</p> <p>C3.3 the respective roles and responsibilities of the Maths Hubs and delivery school(s) and/or college(s), particularly with regard to fidelity of the NCP to its stated aims and objectives, assessment; quality assurance; and procedures for recruiting partner schools and/or colleges.</p> <p>C4 Ensure that each Maths Hub engages with a range and number of NCPs appropriate to ensuring national coverage of the strategic goals defined at B6. The overall level of engagement should be consistent across all Maths Hubs in England and that, where required, funded interventions are</p>
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	<p>particularly targeted in any high-priority areas or schools which may be identified by DfE. There should be specific NCPs for:</p> <p>C4.1 secondary non-specialist teachers of mathematics to receive pedagogy and subject knowledge training, which will be aimed at a specific group of teachers as defined by DfE and consist of a set of minimum training requirements as set out by DfE</p> <p>C4.2 continued professional development for teachers of GCSE/level 2 mathematics in post-16 institutions, which will be focused on developing and embedding the mastery approach to teaching mathematics.</p> <p>C5 Support Maths Hubs to ensure that delivery of NCPs and related training to state-funded schools and colleges is of a consistent standard across the Maths Hub network.</p> <p>C6 Ensure and support the Maths Hubs in the ongoing monitoring, refinement and continuous improvement of NCPs, ensuring that the effectiveness of interventions can be meaningfully assessed in terms of both impact and value for money. Evaluation findings should be captured and disseminated both within the Maths Hub network and to DfE to ensure that they are able to inform future priorities, NCPs and wider DfE policy. Where such evaluation is monitoring the quality of the programme, the content of the evaluation must be shared with, and approved by, DfE.</p> <p>C7 In the event that a Maths Hub, NCEM or DfE identifies one or more areas of concern in relation to the consistency, alignment or fidelity of a school or college's approach to the topic covered by the NCP, ensure and support the relevant Maths Hub to identify the cause of those areas of concern, agree a suitable remedial solution and implement said solution to address those areas of concern.</p>
<p>D: Delivery of the Teaching for Mastery Programme</p>	<p>The Teaching for Mastery programme is well established and we require the NCEM to ensure it continues to be delivered consistently and effectively as set out in <i>Document 2a – Background and Policy</i>. Delivery of the Teaching for Mastery programme must apply the key features and principles outlined in the published document <i>The Essence of Maths Teaching for Mastery and the Five Big Ideas</i>, available online at https://www.ncetm.org.uk/media/uhjhtxy1/the-essence-of-maths-teaching-for-mastery-june-2016.pdf and https://www.ncetm.org.uk/teaching-for-mastery/mastery-explained/five-big-ideas-in-teaching-for-mastery/. The NCEM will also be required to ensure Maths Hubs agree formal partnership agreements with delivery schools and monitor partnership working to ensure its effectiveness. This is fundamental to the successful development, embedding and fidelity of the Teaching for Mastery Programme.</p>

	<p>Detailed requirements: The supplier will:</p> <p>D1 Promote the Teaching for Mastery Programme to eligible schools and act as an advocate for it within the wider education sector, ensuring that all such activities are aligned with the wider communications strategy developed as part of function A and working with DfE to secure appropriate clearances as required in line with Cabinet Office advertising, marketing and communications spending controls as detailed at https://www.gov.uk/guidance/advertising-marketing-and-communications-spend-controls;</p> <p>D2 Support Maths Hubs to recruit to and retain to the Mastery Readiness, Primary Teaching for Mastery and Secondary Teaching for Mastery strands of the Teaching for Mastery Programme:</p> <p>D2.1 sufficient numbers of eligible schools to participate in Teaching for Mastery Work Groups, and</p> <p>D2.2 sufficient numbers of suitably qualified and experienced teachers with the potential to train as Mastery Specialists.</p> <p>This should take into account the contract key performance indicators and other deliverables to ensure that these are met. This includes by ensuring that sufficient places are available at locations throughout England to enable each Maths Hub to meet DfE ambitions for programme expansion. NCETM should support Maths Hubs in advertising opportunities, sifting applications and identifying appropriate schools based on factors including (but not limited to) teacher ability, school commitment, local engagement to date and the need to ensure comprehensive national coverage.</p> <p>D3 Develop and work closely with Maths Hubs to deliver an effective Mastery Readiness strand designed to prepare eligible schools for Teaching for Mastery in line with the requirements set out in Document 2a. This should include (but not limited to):</p> <p>D3.1 ensuring that, in recruiting sufficient numbers of schools to the Mastery Readiness strand, Maths Hubs take into account any recruitment focus criteria which may from time to time be stipulated by DfE</p> <p>D3.2 ensuring that Maths Hubs undertake an assessment of each candidate school's characteristics in order to identify any factors which may affect or impede the adoption of the</p>
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	<p>Teaching for Mastery approach and inform the support to be provided under the Mastery Readiness strand</p> <p>D3.3 development and delivery of one or more induction sessions to provide schools and teachers with an introduction to the Teaching for Mastery approach and information on the activities comprised within the Mastery Readiness strand and schools' and teachers' responsibilities as Mastery Readiness strand participants</p> <p>D3.4 working with Maths Hubs to ensure that bespoke support is provided to all schools participating in the Mastery Readiness strand, and that this support is sufficient to prepare those schools for progression to the Primary Teaching for Mastery programme</p> <p>D3.5 ensuring that each academic year, sufficient places on the Primary Teaching for Mastery Programme are available to schools which have successfully completed the Mastery Readiness strand in the previous academic year, and that these schools are encouraged to enrol.</p> <p>D4 Continue to deliver and refine the Primary Teaching for Mastery strand of the Teaching for Mastery Programme as outlined in <i>Document 2a – Background and Policy</i>, including:</p> <p>D4.1 ensuring that this continues to incorporate:</p> <p>D4.1.1 the mastery approach to teaching mathematics as articulated in the published document <i>The Essence of Maths Teaching for Mastery</i>, (link provided above)</p> <p>D4.1.2 the 'five big ideas' articulated in the document <i>Five Big Ideas in Teaching for Mastery</i>, (link provided above)</p> <p>D4.1.3 a range of high-quality training and training resources; and</p> <p>D4.1.4 a wide range of high-quality resources to support teaching which align with the non-statutory mathematics National Curriculum guidance for key stages 1, 2 and 3;</p> <p>D4.2 Provide primary Mastery Specialists with such initial and ongoing professional development and support as is appropriate to prepare them for and ensure they are able to serve effectively in that role. This includes, in the first year:</p>
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	<p>D4.2.1 an induction day for both the Mastery Specialists and the headteachers of the schools at which they are employed</p> <p>D4.2.2 a comprehensive programme of professional development and support to enable each Mastery Specialist to:</p> <p style="padding-left: 20px;">D4.2.3.1 develop his/her own understanding of and skills in teaching using mastery techniques in his/her own class</p> <p style="padding-left: 20px;">D4.2.3.2 work with colleagues to develop Teaching for Mastery approaches across his/her school, using a range of professional development activity</p> <p style="padding-left: 20px;">D4.2.3.3 collaborate with the Maths Hub's leadership and other Maths Hub primary Mastery Specialists in order to share best practice.</p> <p>and in the second and each subsequent year;</p> <p>D4.2.4 ensuring that, on at least six occasions distributed at even intervals throughout the academic year, the primary Mastery Specialist leads a Work Group comprising teachers from other primary providers to support those teachers to embed Teaching for Mastery within the schools at which they are employed, the number of schools represented in each Work Group to be agreed with DfE in advance of each academic year</p> <p>D4.2.5 ensuring that the primary Mastery Specialist (and/or, if appropriate, a lead from the NCEM) carries out a visit to each school at which a participant in the Work Group referenced at D4.2.4 above is employed in order to conduct lesson observations, support in-school work groups and provide tailored advice and support to the teacher participating in the Work Group referenced at D4.2.4 and the headteacher of the school at which that teacher is employed</p> <p>D4.2.6 ensuring that the primary Mastery Specialist continues to develop and embed Teaching for Mastery approaches in the school or college at which he/she is employed</p>
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	<p>D4.2.7 ensuring that the primary Mastery Specialist continues to collaborate with the respective Maths Hub’s leadership and Mastery Specialists, and and in the second year only:</p> <p>D4.2.8 training to achieve accreditation as a professional development lead</p> <p>D5 Continue the development and delivery of a new Secondary Teaching for Mastery strand of the Teaching for Mastery Programme in consultation with DfE and as outlined in <i>Document 2a – Background and Policy</i>, including:</p> <p>D5.1 ensuring that this incorporates:</p> <p>D5.1.1 the mastery approach to teaching mathematics as articulated in the published document <i>Secondary Mathematics Teaching for Mastery: some themes and key priorities</i>, available online at https://www.ncetm.org.uk/media/q0yktje/secondary-teaching-for-mastery-march-2021.pdf</p> <p>D5.1.2 the ‘five big ideas’ articulated in the document Five Big Ideas in Teaching for Mastery, published online at https://www.ncetm.org.uk/teaching-for-mastery/mastery-explained/five-big-ideas-in-teaching-for-mastery/</p> <p>D5.1.3 a range of high-quality training and training resources, and</p> <p>D5.1.4 a wide range of high-quality resources to support teaching which align with the non-statutory mathematics National Curriculum guidance for key stages 1, 2 and 3.</p> <p>D5.2 provide secondary Mastery Specialists with such initial and ongoing professional development and support as is appropriate to prepare them for and ensure they are able to serve effectively in that role, including, in the first year:</p> <p>D5.2.1 an induction day for both the Mastery Specialists and the headteachers of the schools or colleges at which they are employed</p> <p>D5.2.2 a comprehensive programme of professional development and support to enable each Mastery Specialist to:</p>
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	<p>D5.2.2.1 develop his/her own understanding of and skills in teaching using Mastery techniques in his/her own class; and</p> <p>D5.2.2.2 collaborate with the Maths Hub's leadership and other Maths Hub primary Mastery Specialists in order to share best practice;</p> <p>and in the second year:</p> <p>D5.2.3 a comprehensive programme of in-school professional development and comprising as a minimum:</p> <p>D5.2.3.1 a structured programme of work within mathematics department of school or college at which the Mastery Specialist is employed</p> <p>D5.2.3.2 collaboration with the respective Maths Hub's secondary professional development lead</p> <p>D5.2.3.3 conducting mathematics lesson observations in classes taught using the Teaching for Mastery approach, and</p> <p>and in the third and each subsequent year:</p> <p>D5.2.6 training to achieve accreditation as a professional development lead</p> <p>D5.2.7 ensuring that the Secondary Mastery Specialist leads a Work Group comprising at least four teachers from other secondary providers to support those teachers to embed Teaching for Mastery within the schools or colleges at which they are employed, the number of schools represented in each Work Group to be agreed with DfE in advance of each academic year</p> <p>D5.2.8 ensuring that, on at least three occasions distributed at even intervals throughout the academic year, the secondary Mastery Specialist (and/or, if appropriate, a lead from the NCETM) carries out a visit to each secondary provider at which participants in the Work Group referenced at D5.2.7 above are employed in order to conduct lesson observations, support in-school/in-college work groups and provide tailored advice and support to the teachers</p>
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	<p>participating in the Work Group referenced at D5.2.7 and the headteacher of the secondary provider at which those teachers are employed</p> <p>D5.2.8 ensuring that the Secondary Mastery Specialist continues to develop and embed Teaching for Mastery approaches in the school or college at which he/she is employed, and</p> <p>D5.2.9 ensuring that the Secondary Mastery Specialist continues to collaborate with the respective Maths Hub's leadership and Mastery Specialists.</p> <p>D6 Support and ensure the sharing of best practice:</p> <p>D6.1 nationally, between Teaching for Mastery primary professional development leads, between Teaching for Mastery secondary professional development leads, between primary Mastery Specialists, and between secondary Mastery Specialists, and</p> <p>D6.2 between participating schools and colleges participating in individual Teaching for Mastery Work Groups.</p> <p>D7 Ensure, and support the Maths Hubs in, the ongoing monitoring of:</p> <p>D7.1 the quality of Teaching for Mastery Work Groups; and</p> <p>D7.2 the performance of primary and secondary Mastery Specialists; and</p> <p>in the event that this assessment identifies one or more areas of concern, work with the respective Maths Hub to identify, implement and monitor interventions to address these.</p> <p>D8 Coordinate the ongoing monitoring, refinement and continuous improvement of the Teaching for Mastery programme in terms of both impact and value for money, capturing and disseminating findings both within the Maths Hub network and to DfE to ensure that they are able to inform further refinement of the Teaching for Mastery programme and wider DfE policy.</p> <p>D9 Support DfE's programme to promote the use of high-quality mathematics materials such as textbooks, through NCEM and Maths Hubs communication channels as required by DfE.</p> <p>D10 If required, support primary and secondary providers implementing the Teaching for Mastery programme by production, publication and maintenance of high-quality mastery-based training</p>
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	<p>resources, which are to be available free of charge to all state-funded primary and secondary providers located in England.</p> <p>D11 support and facilitate continued links with China to continue China-England pedagogy exchange by:</p> <p>D11.1 working with Chinese connections to arrange and implement a digital exchange of knowledge and best practice in order to maintain a strong working relationship with Chinese teachers and specialists and continue to learn from them (subject to agreement with China);</p> <p>D11.2 liaising with schools in the Maths Hub network to agree arrangements for hosting 'showcase events' to promote the Teaching for Mastery programme and the lessons learnt from continued connections with China; and</p> <p>D11.5 attending 'showcase events' and promoting these to eligible state-funded primary and secondary providers in England.</p> <p>D12 ensure that Teaching for Mastery is implemented consistently and in a way which is aligned with DfE's vision for the programme by:</p> <p>D12.1 continuing the implementation and roll-out of a national peer-review programme for schools which have adopted the Teaching for Mastery approach by:</p> <p>D12.1.1 leading the national implementation of the peer-review model developed by the previous supplier</p> <p>D12.1.2 ensuring that mastery leads are provided with suitable training to enable them to assess fidelity to the Teaching for Mastery approach in line with the Teaching for Mastery Framework</p> <p>D12.1.3 working with Maths Hubs and participating schools to arrange and coordinate peer-review visits to collect information</p> <p>D12.1.4 when requested, enabling the external monitoring of peer-review visits by working with Maths Hubs and schools to facilitate the attendance of peer-review visits by DfE-appointed third party external reviewers.</p>
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	<p>D12.2 if requested by DfE, work in partnership with DfE to undertake such further development of the peer-review model as may be required, which may include (but not necessarily be limited to):</p> <p>D12.2.1 undertaking such refinement of the peer-review model as may be required to address any issues identified in the course of implementation</p> <p>D12.2.2 revising the Teaching for Mastery Framework to address any issues identified in the course of its implementation or to take account of evolving DfE policy.</p> <p>D12.3 providing advice and support to the Teaching for Mastery lead within each Maths Hub assisting with embedding Teaching for Mastery pedagogy within all schools attached to the hub, ensuring national oversight and quality assurance of the Teaching for Mastery lead, and identifying appropriate strategies to remedy weak areas.</p>
<p>E: Train, accredit and support Local Leaders of Mathematics Education (LLME)</p>	<p>Deliver training, accreditation and ongoing support for primary, secondary, early years, post-16, and mastery readiness professional development leads and other Local Leaders of Mathematics Education (LLME), ensuring that these have the requisite knowledge and skills to serve effectively in their respective roles.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>E1 Work with each Maths Hub to ensure that, based on the work of that Maths Hub, it has a suitable number of appropriately qualified:</p> <p>E1.1 primary professional development leads;</p> <p>E1.2 secondary professional development leads;</p> <p>E1.3 early years professional development leads;</p> <p>E1.4 post-16 professional development leads; and</p> <p>E1.5 mastery readiness professional development leads;</p> <p>E1.6 local leaders of mathematics education (LLME)</p>

	<p>providing such practical support as may be necessary to assist the Maths Hub in recruiting new candidates to fill all LLME vacancies.</p> <p>E2 Provide each newly appointed professional development lead, and where appropriate other LLME, with such initial training as is appropriate to prepare them for and ensure that they are able to serve effectively in that role. This should include (but not limited) to such training as may be appropriate to enable the professional development lead to:</p> <ul style="list-style-type: none"> E2.1 train others in his/her specialist subject area E2.2 identify, recognise and advise on high-quality and effective mathematics teaching practice in his/her specialist subject area E2.3 deliver professional development to others in a way which is effective at influencing and enhancing the effectiveness of their pedagogical practice and subject knowledge E2.4 in the case of primary professional development leads, secondary professional development leads and mastery readiness professional development leads, support others to develop their skills in implementing the mastery pedagogy in their teaching practice consistently and in a way which is aligned with DfE's vision. <p>E3 Perform accreditation of newly trained professional development leads, ensuring consistent high standards and effective support to meet these.</p> <p>E4 Manage and oversee the register of all LLME, ensuring that individuals are required to renew their registration annually should they wish to continue to serve in their appoint role.</p> <p>E5 Provide LLME with such ongoing support and professional development as is appropriate to ensure that they are able to serve effectively in that role on an ongoing basis.</p> <p>E6 Develop and ensure that LLME have access to a bank of high-quality resources to support them in their work whatever the role they serve.</p> <p>E7 Set up and maintain an online community for LLME, enabling them to establish and maintain contact with their counterparts in other parts of the country and facilitate the exchange of best practice.</p>
<p>F: Provide expertise on</p>	<p>Develop and maintain professional and productive relationships with other key areas of DfE, other relevant government-funded programmes, schools and teachers, and act as a source of expertise across the</p>

<p>mathematical education</p>	<p>mathematics education landscape by putting in place and utilising a readily available bank of leading experts on mathematics, mathematics teaching and related issues.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>F1 Build and ensure continued availability of a bank of experts in the fields of mathematics and mathematics teaching to inform ongoing programme development and design and meet contractor obligations to schools, colleges and DfE.</p> <p>F2 Provide DfE and, where requested by DfE, other Government departments, executive agencies and Government-funded education programmes with a source of expertise in mathematics and the teaching of mathematics. This shall include (but not limited to):</p> <p>F2.1 advising as required on current practice and trends in mathematics teaching, including by conducting literature reviews and surveys and interviews with primary and secondary providers to produce one-off reports or collect data as required</p> <p>F2.2 providing confidential expert advice on the likely impact and consequences of any potential future curriculum policy changes, including risks and possible mitigations</p> <p>F2.3 providing expert insight and opinion on technical questions or issues in relation to Maths Hubs, mathematics, mathematics teaching and the mathematics curriculum including taking part in assessment panels</p> <p>F2.4 providing ad-hoc support to draft policy documentation relating to mathematics teaching, including (but not limited to) providing confidential feedback on draft CPD documentation and contributing information on the NCETM, Teaching for Mastery and the work of the Maths Hub network</p> <p>F2.5 where requested, producing and publishing advice for schools on the implementation of DfE mathematics curriculum policy, ensuring that this is approved by DfE prior to publication</p> <p>F2.6 providing confidential advice and feedback to DfE on possible refinements and improvements to Government-funded mathematics support programmes and associated delivery mechanisms, including the Maths Hub delivery model, and</p>
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	<p>F2.7 organising, coordinating, administering and participating in expert advisory groups as required to advise on DfE policy and delivery.</p> <p>F3 Working with DfE and, where required, other relevant stakeholders in both Government and the education sector to ensure alignment and avoid duplication between the work of the NCETM, the Maths Hub network and other relevant DfE programmes. This includes:</p> <p>F3.1 establishing strong relationships with a diverse range of key stakeholders in the field of mathematics education</p> <p>F3.2 building and maintaining a detailed understanding of the education landscape in England, particularly in relation to mathematics education, and the interactions between various programmes and stakeholders in this field</p> <p>F3.3 advising programme and system leaders across the education sector and other relevant stakeholders as required on the role of the NCETM, the Maths Hub network, the interaction between them, and their contribution to educational improvement</p> <p>F3.4 collaborating with DfE and other Government officials, programme and system leaders across the education sector, and other relevant stakeholders to foster and facilitate alignment and partnership working between educational improvement programmes across the education sector. This will include (but not limited to):</p> <p>F3.4.1 where appropriate and, subject to the prior written agreement of DfE, refinement of the NCETM and Maths Hub network models</p> <p>F3.4.2 if requested by DfE, facilitating the orderly transfer to, or from, other DfE-funded programmes which have as their objective supporting and improving mathematics provision for students aged 16 and above and working towards qualifications which are categorised as being level 2 or below on the Register of Regulated Qualifications maintained by Office of Qualifications and Examinations Regulation (Ofqual)</p> <p>F3.4.4 ensuring that Maths Hubs engage with and fulfil all reasonable requests for support and assistance from the Advanced Mathematics Support Programme (AMSP) which have as their objective:</p>
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	<p>F3.4.4.1 increasing participation in and improving the teaching of AS/A level mathematics, AS/A level further mathematics and level 3 core maths qualifications; and/or</p> <p>F3.4.4.2 encouraging and supporting progression to mathematics-related undergraduate degrees; and</p> <p>F3.4.5 working collaboratively with providers of initial teacher training and subject knowledge enhancement courses to support the effective recruitment, training and professional development of teachers of mathematics.</p> <p>F4 Work with DfE and Maths Hubs to build relationships with schools and colleges across England, through an effective communications strategy to deliver the services and obligations within this specification.</p> <p>F5 Work with DfE to promote Government mathematics policy and/or funding incentives to schools and colleges.</p>
<p>G: Governance – a robust approach to programme management, security of data and quality assurance of the programme</p>	<p>The NCETM will be required to develop and maintain robust programme management across the delivery structure and maintain quality of delivery in line with the requirements of this invitation to tender. This should be aligned to the supplier’s implementation and delivery plans.</p> <p>The supplier will be required to collect management information on the programme to support its own continuous improvement and assess impact and value for money. It will also be required to collect and supply information for other relevant organisations, including DfE, the National Audit Office, and any appointed evaluation contractor.</p> <p>The supplier will ensure that the collection, transfer and storage of this information complies with relevant statutory requirements, including the General Data Protection Regulation (GDPR). You will submit a security plan that explains how you will ensure that any DfE and personal data will be protected.</p> <p>The supplier will be required to contribute to, and participate in, regular reporting of management information as outlined in this invitation to tender pack and Contract, including, but not limited to, recruitment and performance data, marketing activity and financial expenditure. NCETM will be required to work with Maths Hubs to collect this data electronically and provide to DfE on an agreed timeframe.</p>

	<p>Detailed requirements:</p> <p>The supplier will:</p> <p>G1 Develop, implement and progressively refine robust yet responsive programme management and data collection arrangements to ensure timely and effective delivery:</p> <p>G1.1 of all services, deliverables, obligations and outputs specified in this invitation to tender, in particular (but not exclusively) <i>Document 2a Background and Policy</i> and this <i>Document 2b Service Specification</i>;</p> <p>G1.2 against the proposal submitted by the supplier in response to this invitation to tender;</p> <p>G1.3 against the implementation and delivery plans produced by the supplier and developed in accordance with A1, A2 and H7 of this Document 2b;</p> <p>G1.4 of all services, deliverables and outputs otherwise contained or otherwise implicit within the Contract concluded between the NCETM and DfE, including any subsequent amendments or variations; and</p> <p>G1.5 of such other services, deliverables and outputs as may from time to time be required to enable the Maths Hubs to deliver against their strategic priorities as developed under B6 above;</p> <p>G2 Develop, implement and maintain processes and systems for ensuring costs and pricing are assessed and managed appropriately throughout the life of the contract, having regard to Cabinet Office spending controls and the need to ensure the prudent and transparent management of public funds.</p> <p>G3 Ensure that there are simple, clear and transparent governance controls for the management of DfE funds disbursed to the Maths Hubs, including those distributed by the Maths Hubs to schools and colleges.</p> <p>G4 At all times support, cooperate fully with, and provide such management information and intelligence as may be required to meet the needs of DfE, the National Audit Office, and any third party evaluation contractor appointed by DfE. Such information should include, as a minimum:</p>
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G4.1 in relation to each schools or college participating in one or more Network Collaborative Projects:

- G4.1.1 the unique reference number (URN);
- G4.1.2 the full name of the school or college; and
- G4.1.3 the postcode associated with the school's or college's prime correspondence address;
- G4.1.4 the name(s) of the NCP(s) with which the school has engaged.

G4.2 in relation to each participant in one or more Network Collaborative Projects:

- G4.2.1 the unique reference number (URN) of the school or college at which the teacher is employed; and
- G4.2.2 the participant reference number (TRN); or, if this is not available:
 - G4.2.2.1 the participant's full name;
 - G4.2.2.2 the participant's full maiden name (if applicable); and
 - G4.2.2.3 the participant's date of birth;
- G4.2.3 the name(s) of the NCP(s) with which the participant has engaged;
- G4.2.4 the participant's role within the NCP (e.g. professional development lead, Mastery Specialist, Work Group participant);
- G4.2.5 the academic year during which the participant commenced active engagement with the NCP(s);
- G4.2.6 any subsequent academic year(s) during which the participant continued to be actively engaged with any NCP(s);
- G4.2.7 a professional email address;
- G4.2.8 the year group or groups for which the participant is or was primarily responsible in each academic year of active engagement with the NCP, including the date on which any change to this became effective;

<p>G4.2.9 the teacher's role at the school or college at which they are employed at the time of engagement with the NCP(s);</p> <p>G4.2.10 the work group or work groups in which the participant was part of or led;</p> <p>G4.2.11 the proportion of each year group that was taught using techniques resulting from the NCP by the participant during that participant's engagement with the NCP;</p> <p>G4.2.12 the proportion of each year group that was taught using techniques resulting from the NCP by others in the same school who were upskilled by the participant during that participants' engagement with the NCP; and</p> <p>G4.2.13 when the participant started to embed changes:</p> <p style="padding-left: 20px;">G4.2.13.1 within their own practice; and</p> <p style="padding-left: 20px;">G4.2.13.2 within the practice of other teachers at the school [or college] at which they are employed.</p> <p>G4.3 in relation to G4.1, the data shall be provided and/or updated at least termly, or if the DfE should require the data before the termly updates, in a reasonable timeframe to be agreed with DfE based on the size and complexity of the request</p> <p>G4.4 in relation to materials and resources held on the NCETM website, provide information on unique downloads and user feedback when requested by DfE</p> <p>G4.5 any further information as may from time to time be specified by DfE or any third party evaluation contractor appointed by DfE in accordance with such timescales and at such intervals as may be specified in the supplier's delivery plans or as may be reasonably required from time to time by DfE, the National Audit Office or any third party evaluation contractor appointed by DfE. Develop, agree with DfE and subsequently implement robust processes for gathering and disseminating insights to inform continuous improvement, including:</p> <p style="padding-left: 20px;">G5.1 the systematic and robust gathering of information on performance against outcomes and barriers and bridges to good practice</p> <p style="padding-left: 20px;">G5.2 processes to ensure that the NCETM identifies, records, acts on and disseminates findings and recommendations to encourage and facilitate continuous improvement:</p>	
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	<p>G5.2.1 internally within the programme and the NCETM itself</p> <p>G5.2.2 throughout the network of Maths Hubs, and</p> <p>G5.2.3 in the practice of participants engaged in the programme.</p> <p>G6 Share knowledge acquired during the contract term:</p> <p>G6.1 with DfE to improve awareness of strategic approaches and system intelligence, including on (but not limited to) any identified potential refinements to the delivery approach</p> <p>G6.2 if so requested by DfE, with other suppliers delivering similar programmes on DfE's behalf, and</p> <p>G6.3 subject to DfE approval or if so requested by DfE, with other internal and external stakeholders, including (but not limited to) within the context of programme meetings and through the medium of presentations linked to findings of the programme.</p> <p>G7 At all times ensure:</p> <p>G7.1 compliance with all applicable legislation which has as its purpose the promotion of equality and diversity, including (but not limited to) the Equality Act 2010</p> <p>G7.2 the timely and accurate collection of equality and diversity data, including records of any reasonable adjustments implemented, and</p> <p>G7.3 the timely provision to DfE of all reasonable assistance with any data collection relating to equality and diversity of programme participants.</p> <p>G8 Provide to DfE all reasonable support and assistance in responding to any ad-hoc or urgent data requests to which Officials are required to respond as a consequence of legislative requirements or constitutional convention, including (but not limited to) requests under the Freedom of Information Act 2000 or the Data Protection Act 2018, requests from Ministers, and questions submitted by Members of Parliament; such support and assistance to be provided in a flexible and timely manner within the agreed timescales and at no additional cost to DfE.</p> <p>G9 At all times ensure adherence to the data security standards outlined in Document 15b.</p>
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	<p>G10 Take appropriate action to ensure that at all times the collection and transfer of information complies with the Data Protection Act 2018, the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>), including the inclusion of specific statements (on which DfE will advise) in a privacy notice to be issued to participants, and ensuring the secure storage and transfer of data.</p> <p>G11 Develop, implement internally and ensure the adoption by the Maths Hubs of suitable robust data management and audit requirements compliant with the requirements of this Document 2b and Document 15a of this ITT pack.</p> <p>G12 Develop and implement a robust process to ensure data security and confidentiality in compliance with the Departmental data security standards contained in Document 15a of this ITT pack and within 30 days of contract award submit a security plan that explains how the supplier will ensure that DfE or personal data will be protected, including a risk assessment.</p> <p>G13 In the event that the services provided include digital delivery, register with and at all times remain compliant with the Cyber Essentials Scheme, including the requirements for basic technical protection from cyberattacks.</p>
<p>H: Risk management, reporting and key performance indicators</p>	<p>The supplier will be required to comply with all elements of this specification, its delivery proposal for the programme in the form agreed by DfE, the terms and conditions of the contract, and the agreed key performance indicators for the programme. It will be required to continually monitor and regularly report on progress against these, on risks to and issues affecting the successful delivery of programme objectives, on progress against the agreed implementation plan, high-level delivery plan and detailed delivery plans, and on programme finances. It will be required to attend monthly programme board and service monitoring meetings. The supplier will be required to work with DfE to meet contract management objectives. It should also deliver to DfE within three months of the effective date, and thereafter keep updated, an exit plan and a transfer of subcontractor undertakings plan.</p> <p>Detailed requirements:</p> <p>The supplier will:</p> <p>H1 Comply with the provisions of this specification, its delivery proposal for the programme in the form agreed by DfE, the terms and conditions contained at Documents 14, 15, 15a and 15b, and the agreed key performance indicators for the programme.</p>

	<p>H2 Provide to DfE details of all costs needed to complete the requirements of this contract. Develop and implement simple and clear governance controls for the management and distribution of funds, including those transferred to schools, and at all times take all reasonable steps to ensure value for money.</p> <p>H3 Continually monitor performance against each key performance indicators, and ensure that accurate records are maintained throughout the life of the contract in accordance with the requirements of function G.</p> <p>H4 Attend regular programme board meetings to make decisions regarding the direction of the programme and discuss relevant issues relating to effective delivery of the programme. These shall take place once per month (or more frequently if so required by DfE).</p> <p>H5 In advance of each programme board meeting, produce and submit to DfE:</p> <p>H5.1 a report detailing the key performance indicators which have been achieved and progress against those which have not yet been achieved</p> <p>H5.2 a register of:</p> <p>H5.2.1 risks to the full and timely delivery of the programme and its outputs, and a considered assessment in the supplier's reasonable opinion of the inherent likelihood of those risks occurring and their likely impact on programme delivery if realised, in the absence of any contingency measures.</p> <p>H5.2.2 any issues which have been identified as compromising the full and timely delivery of the programme and its outputs, and a considered assessment in the supplier's reasonable opinion of the inherent impact of those issues on programme delivery, in the absence of any contingency measures.</p> <p>H5.2.3 what contingency measures have been identified and, if appropriate, implemented in order to prevent or reduce the likelihood of the risks identified at H5.2.1 above being realised, or to reduce those risks' likely impact in the event that they are realised, as well as a considered assessment in the supplier's reasonable opinion of the residual likelihood of those risks occurring and their</p>
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	<p>likely impact on programme delivery if realised, in light of the identified contingency measures having been implemented.</p> <p>H5.2.4 any countermeasures which have been implemented to prevent or reduce the impact on delivery of the issues identified at H5.2.2 above, and a considered assessment in the supplier's reasonable opinion of the residual impact of those issues on programme delivery in light of those countermeasures having been implemented.</p> <p>H5.3 a document showing:</p> <p>H5.3.1 during the period covered by the agreed implementation plan, progress against that plan</p> <p>H5.3.2 during any given performance reporting year, progress against the detailed delivery plan for that year</p> <p>H5.3.3 with respect to any period for which a detailed delivery plan has not or has yet to be agreed between the parties, progress against the agreed high-level delivery plan.</p> <p>and containing a sufficient level of detail to enable DfE to form an accurate and meaningful judgement of the extent to which the programme's deliverables have been achieved or are on track to be achieved.</p> <p>H5.4 a report detailing:</p> <p>H5.4.1 invoicing during the financial year to date ('financial year' being defined as the period starting on 1 April each calendar year and ending on 31 March of the following calendar year)</p> <p>H5.4.2 an up-to-date budget profile showing anticipated total expenditure in each month for the remainder of the financial year</p> <p>H5.5 Copies of any management information submitted to the NCETM by the Maths Hubs and which DfE may reasonably request or require in order to assure itself of the continued smooth functioning of the Maths Hub network.</p>
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	<p>H5.6 in advance of the first programme board meeting following the conclusion of each Performance Reporting Year:</p> <p>H5.6.1 an annual report detailing the NCETM contract outputs (specifically including, but not limited to, the supplier's performance against all key performance indicators), financial expenditure, key risks through the year and mitigation of them, impact and any insights gained over the preceding Performance Reporting Year. This report will be confidential.</p> <p>H5.6.2 an annual report detailing the work of the Maths Hubs network over the course of the preceding Performance Reporting year. This report may be published so should not hold any commercially sensitive information but should focus on Maths Hubs activity.</p> <p>H5.6.3 unless the meeting takes place following the conclusion of the contract term:</p> <p>H5.6.3.1 if requested by DfE and unless the meeting takes place following conclusion of the contract, such evidence as DfE may reasonably require to ensure that the prerequisites for contract award continue to be met, including but not limited to:</p> <p>H5.6.3.1.1 certificates demonstrating that such insurances as are required under the terms of the contract continue to be held</p> <p>H5.6.3.1.2 evidence that the supplier continues to hold the requisite level of certification under the Cyber Essentials Scheme required under the terms of the contract, or has in place suitable alternative cybersecurity measures of equivalent scope and coverage</p> <p>H5.6.3.2 a copy of the current exit plan</p> <p>H5.6.3.3 a copy of the current transfer of subcontractor undertakings plan.</p>
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	<p>H6 Attend regular service monitoring meetings to discuss operational matters relating to the programme and policy direction, and which shall take place once per month (or more frequently if so required by DfE).</p> <p>H7 Develop and, by 1 August in each year of the term, submit to DfE for approval a detailed delivery plan for the forthcoming Performance Reporting Year, showing how the supplier intends to deliver against the programme specification, targets, key performance indicators (KPIs) and DfE priorities outlined in Documents 2a and 2b of this invitation to tender during that period. This shall supplement the high-level delivery plan developed in accordance with A2 above.</p> <p>H8 Develop and, within three months of the contract effective date, submit to DfE for approval:</p> <p>H8.1 a clear exit plan to ensure, upon the conclusion or termination of the contract, howsoever brought about:</p> <p>H8.1.1 the transfer to DfE and/or any replacement supplier appointed by DfE of programme management data generated during the contract term, and of any materials or other products for which the intellectual property rights are property of DfE or of the Crown, and destruction of any remaining copies retained by the supplier in accordance with the terms and conditions contained in Document 14, 15, 15a and 15b of this ITT pack.</p> <p>H8.1.2 the smooth and orderly transfer of delivery functions to DfE or any replacement supplier appointed by DfE, or should DfE so determine,</p> <p>H8.1.3 the smooth and orderly closure of the programme, having regard to the need to minimise disruption to the Maths Hubs and any residual cohorts of teachers receiving training.</p> <p>H8.2 in the event that any activities are subcontracted, a transfer of subcontractor undertakings plan to ensure the smooth and orderly transfer of those subcontracted activities to the supplier itself or another subcontractor upon the conclusion or termination of the subcontract, howsoever brought about.</p>
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	<p>These plans are to be reviewed, updated and submitted to DfE for reapproval at least annually, or more frequently if so required by DfE, and in any event not less than six months before the conclusion of the contract term.</p> <p>H9 Work with DfE to develop, and within three months of the contract effective date, agree with DfE a contract management strategy which will demonstrate successful delivery of all elements of the contract. This strategy to be reviewed and updated at least annually or more frequently if so required by DfE or if so agreed between the parties, any such updates to subject to the agreement of both parties.</p> <p>H10 Attend such other meetings as DfE may reasonably require in order to monitor and assure the smooth functioning of the programme and of the Maths Hub network.</p>
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Part B: Technical Specification and Supplier's Response

1. Summary

This publication provides technical details from the Department for Education (DfE). It has been produced to help prospective bidders for the National Centre for Excellence in the Teaching of Mathematics (NCETM) programme to evaluate and respond on their approach for delivery of technology and digital services supporting the programme.

1.1 Expiry or review date

This guidance will be reviewed before August 2022.

1.2 Who is this publication for?

The target audience is bidders for the NCETM contract.

1.3 Main points

The purpose of the NCETM contract is to provide mathematical expertise to Maths Hubs, DfE and the school sector and manage and coordinate the delivery of the Maths Hub programme with the aim of improving the teaching of mathematics in England. This contract requires digital solutions to support the delivery of the requirements set out in this procurement pack.

1.4 Glossary

What follows is the list of terms and their meaning within the context of the technical requirements	Description
The Department for Education (DfE)	Responsible for children’s services and education, including higher and further education policy, apprenticeships, and wider skills in England.
Disaster Recovery (DR)	Set of policies, tools, and procedures to enable the recovery or continuation of vital technology infrastructure and systems following a natural or human-induced disaster.
Government Digital Service (GDS)	Part of the Cabinet Office focusing on the digital transformation of government. Collaborating with departments to build platforms, standards, and digital services.
High-Level Design (HLD)	This outlines the overall system design - covering the system architecture and design; including data flow, and data structures. It also describes the relation between various modules and functions of the system.
Information Commissioner’s Office (ICO)	The UK’s independent authority set up to uphold information rights in the public interest, promoting openness by public bodies and data privacy for individuals.
Information Standards Board (ISB)	The overarching authority and governing body for the management and assurance of data and information standards in the Education, Skills and Children’s Services sector.
Internet Watch Foundation (IWF)	A registered charity set up to minimise the availability of online sexual abuse content, specifically child sexual abuse images and videos hosted anywhere in the world and non-photographic child sexual abuse images hosted in the UK.
Key Performance Indicator (KPI)	A measurement of performance which is agreed with parties and is assessable (e.g., customer satisfaction, number of problems, amount of downtime)
Local Authorities (LA)	An organisation that is officially responsible for all the public services and facilities in a particular area.
Multi-factor Authentication (MFA)	A process for granting access based on more than two forms of verification being presented.

National Centre for Excellence in the Teaching of Mathematics (NCETM)	The National Centre for Excellence in the Teaching of Mathematics is an institution set up in the wake of the Smith Report to improve mathematics teaching in England
Service Level Agreement (SLA)	A commitment between parties with regards an aspect of service (e.g., quality, availability, responsiveness)
Single Sign-on (SSO)	User authentication service that permits a user to use one set of login credentials (e.g., name and password) to access multiple applications.

3. Introduction and Scope

3.1. Abstract

The purpose of this document is to specify the technical requirements to deliver a solution for the NCETM contract. The scope of this document is limited to the technical requirements for the ITT.

3.2. Background

In 2014, the Government launched a network of 35 Maths Hubs across England, now expanded to 40 (since September 2020), led by a network of inspirational schools and colleges. These are centres of excellence leading transformational change in mathematics teaching. The Maths Hubs draw on expertise from key stakeholders and experts, including teaching school alliances, academy trusts, neighbouring schools and colleges, universities, mathematics experts and employers.

The schools within the Maths Hubs aim to raise the standard of mathematics education from reception through to A Level, and harness mathematics leadership and expertise within an area to develop and spread excellent practice, for the benefit of all students. Maths Hubs use their networks to deliver a range of Continued Professional Development (CPD) in mathematics to schools in their geographical patch.

The Maths Hub network is co-ordinated and managed by the National Centre for Excellence in the Teaching of Mathematics (NCETM), which provides specialist advice and support to each Maths Hub, acting as a source of expertise in mathematical education and providing high-quality resources and information to meet requirements for a range of issues on mathematics education nationally. The NCETM has ensured quality and consistency across the network to build effective school-based local leadership of mathematics through the network whilst delivering a national programme.

The NCETM contract requirements can be found in Documents 2a and 2b of this procurement pack.

3.3. Business Overview

To meet the business objectives described in the tender specification and support this programme of work, the DfE requires an IT solution that will:

1. support up to 25,000 users;
2. process up to 2,000 unique visits per day;

3. provide ongoing helpline support and other relevant guidance to support Maths Hubs and schools participating in Maths Hub programme activity;
4. provide greater user help and self-service functionality thereby improving user interaction with application processes, increasing user satisfaction and quality of information provided whilst also reducing uncertainty and the need for support or assisted intervention;
5. support up to 60,000 subject specific web content pages that will include, but not limited to; standard content, news items, event pages, training information, curriculum support, application forms, and training resources;
6. support up to 5000 subject specific teaching and learning resources, including but not limited to; interactive learning pages, Word, Excel, PowerPoint, videos, presentations, files;
7. be readily scalable, highly available, fault-tolerant, resilient, and accurate to conform and support the service level expectations and key performance metrics of the overarching business service;
8. provide detailed management information to the Department on a weekly, monthly, annual, and ad-hoc basis, including individual hub cost models to calculate funding estimates; and
9. enable any contractor appointed to carry out the evaluation of the implementation of the programme.

A key objective of this procurement exercise is to procure an IT solution that is based on industry standard products and is not proprietary making it readily transferable to DfE (or other party) following exit of the contract in August 2024, or the end of the contract, whichever is sooner. The IT solution must be interoperable with existing and future back-end systems and user applications.

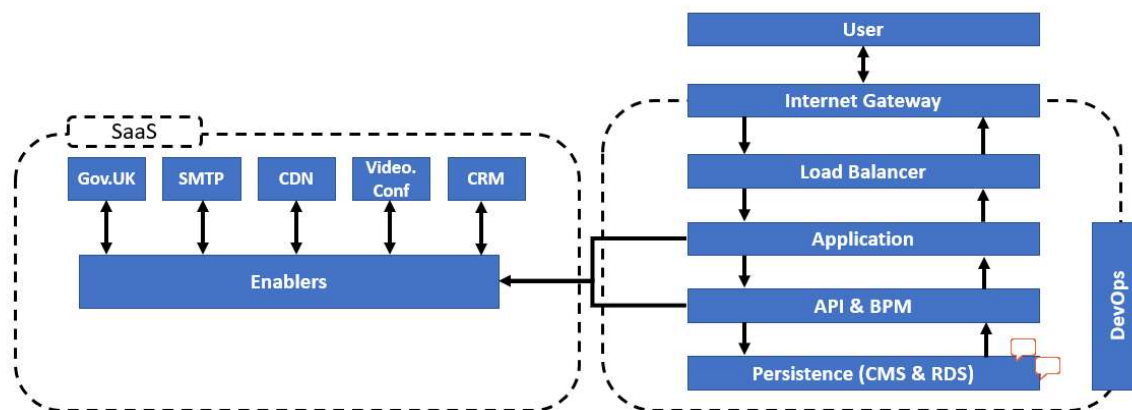
Any data being collected, stored, and processed via the IT solution has been classified as Official and/or Official Sensitive and is the property of the Crown.

3.4. Technical Overview

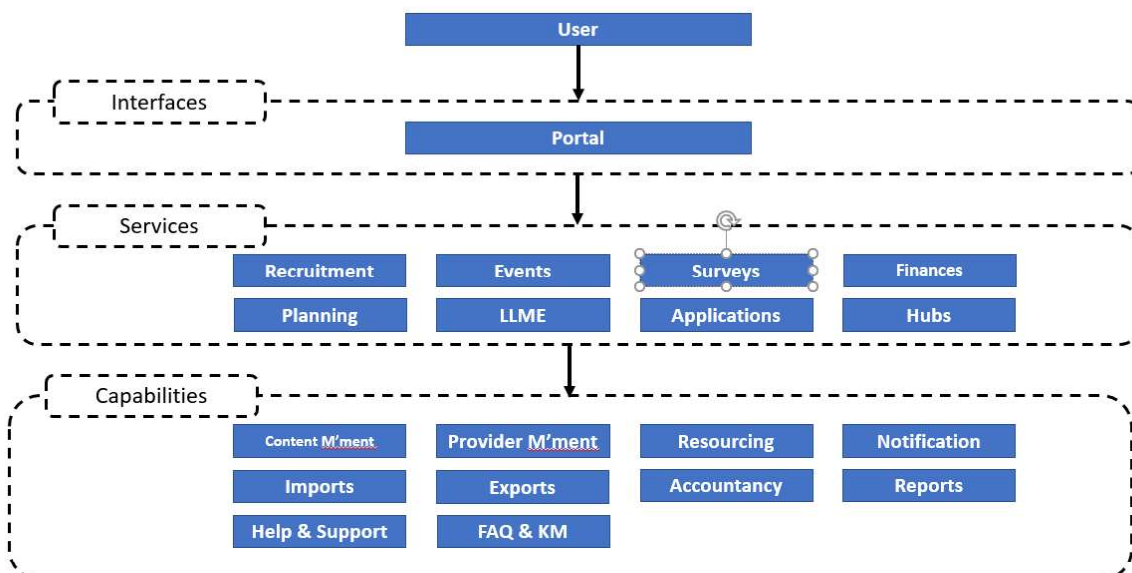
The technical overview will provide an insight into the steady-state, as-is landscape for the existing service offerings and detail the core logical breakdown on the technology structures and assets used to deliver the current service. Subsequently, it will provide high-level details about the user journey, workflows and interaction points which make up these services.

3.4.1. Platform Overview

The diagram below displays the high-level architecture and layering which is used to deliver the digital services associated with the NCETM programme.



An internal supportive and enabling eco-system also exists for back-office tasks, administration, business management processes, logistical coordination, and user collaboration. A summary breakdown of the topology is below and is not exhaustive:



A summary breakdown of applicable assets under the intellectual property right of the Department for Education in delivery of the NCETM programme is defined below; this list is not exhaustive, access to the full asset register can be obtained via secure messaging in Jaggera:

3.5. Digital Assets

- Social media platform profiles, including:
 - o <https://twitter.com/NCETM>
 - o <https://www.facebook.com/ncetm/>
- NCETM digital branding, logos, and stylings.
- Approximately 550 web resources (web pages) with associated sub content.

- Captured data relating to the programme and services in facilitating operational continuity. Details available on request through secure message in Jaggaer.

The current NCETM website is the defined Intellectual Property Right (IPR) of Tribal and, as such, is not considered a readily transferable asset which vests within The Crown.

The content hosted on the current NCETM website was developed with DfE funding and therefore the content IPR rests with the Department.

To allow sufficient time for development the supplier will be expected to create a new online presence under the NCETM brand no later than March 2023 which is the property of the Crown and readily transferable to DfE or other party. This includes transferring all DfE owned content from the current website (as of the start of this contract, 01 July 2022) to a new website platform. During this time, work with the current NCETM website supplier to maintain an online presence with minimal, essential updates to the website only. From March 2023, or sooner if applicable, the supplier will take over all online activity.

The supplier is expected to prioritise the creation of a content management system from the start of the contract to ensure stability and as much consistency as possible for the Maths Hubs. To support exit management the supplier will ensure that all digital solutions to contract management and online stakeholder engagement (including the website and communities) are readily transferable to DfE (or other party) following exit of the contract in August 2024, or the end of the contract, whichever is sooner.

3.6. Development Assets

Not applicable.

3.7. Interfaces

Not applicable.

3.8. Workflows

The following are user journeys, workflows, functions, and capabilities needed in delivering and enabling the current NCTEM programme; please note the subcategories are for guidance and are not absolute.

3.9. NCETM Digital Journeys

- (a) News and Features:
 - (i) used to disseminate information on the programme, including articles, news, newsletters, and podcasts.
- (b) Professional Development:
 - (i) supporting teachers in developing classroom practice and pedagogy.
- (c) In the classroom:
 - (i) a place to find materials, guidance, and national curriculum resources to support meeting pupil needs.
- (d) Teaching for Mastery:
 - (i) a place to learn about what teaching for mastery in maths means.
- (e) Maths Hubs:
 - (i) opportunity to find out how to get involved, find out what Maths's hubs are, what they are doing and your local hub.

3.10. Administration Workflows

Service breakdown:

- (a) Recruitment:
 - (i) capability for hubs to record intention to recruit and provide early indicative numbers to support planning.
- (b) Events:
 - (i) users can define single or multi day events and invite groups or individuals, the event functionality includes booking information and venue management.
- (c) Survey:
 - (i) custom survey design and reporting.
- (d) Finances:
 - (i) creation and management of the structure for the annual NCETM programme.
- (e) Planning:
 - (i) functionality to support the annual planning cycle.
- (f) LLME:
 - (i) management of LLME Status.
- (g) Applications:
 - (i) custom application processes.
- (h) Hubs:
 - (i) people involved in the delivery;
 - (ii) activities and leads;
 - (iii) textbook funding claims;
 - (iv) budget planning;
 - (v) finance monitoring and reporting;
 - (vi) recording of participation;
 - (vii) report commentary;
 - (viii) income Management; and
 - (ix) activity risk status.

Capability breakdown:

- (a) Content
 - (i) composition;
 - (ii) stewardship;
 - (iii) management; and
 - (iv) versioning.
- (b) Providers:
 - (i) integrating with Get Information about Schools (GIAS) and Ofsted providing custom and standard datasets.
- (c) People:
 - (i) users and recipients of the programme.
- (d) Notifications:
 - (i) shared notification functionality.
- (e) Imports:
 - (i) dataset imports.

- (f) Exports:
 - (i) dataset exports.
- (g) Accounts:
 - (i) user account management.
- (h) Reports:
 - (i) self serve report; and
 - (ii) dashboard functionality.
- (i) Help and support:
 - (i) raising support requests.
- (j) FAQ's & knowledge management (KM):
- (k) User Interface design and templates.

4. Solution and Technical Requirements

4.1 Solution Design

The Solution Design requirement resides here to facilitate easier readability of the functional (and other) requirements which follow and to assist in the evaluation of the bid responses.

Requirement:

Responders **shall**:

- a. provide a Solution Design Diagram with a suitable commentary describing (at a minimum):
 - i. the technology stack and the platforms and components it's based upon;
 - ii. the data consumed and exported;
 - iii. hosting, cloud partners and any 'as-a-service' provisions; and
 - iv. integration with other services and solutions.
- b. develop and deliver a solution that is flexible enough to accommodate any future changes, where appropriate, based on legislative or other requirements;
- c. provide a full Solution Design documentation set that includes (but is not limited to):
- d. a High-Level Design and Low-Level Design that can be reviewed and endorsed as part of the Department's governance and assurance processes; and
- e. the justifications, benefits, shortcomings and any risks or issues associated with the recommended solution.

Supporting References: Not Applicable

Responder Compliance:

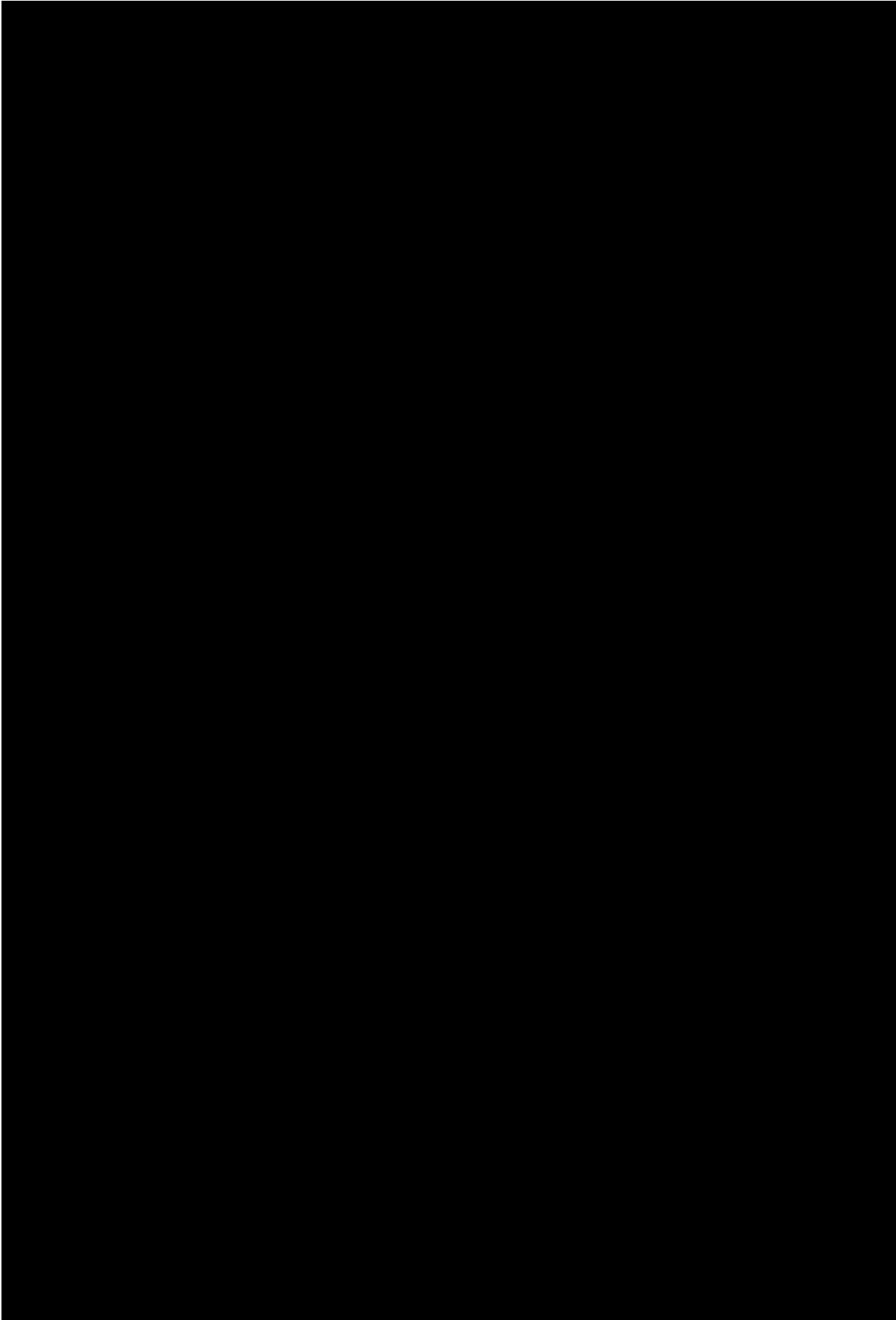
Responders shall confirm that they comply with requirements a, b, c, and d.

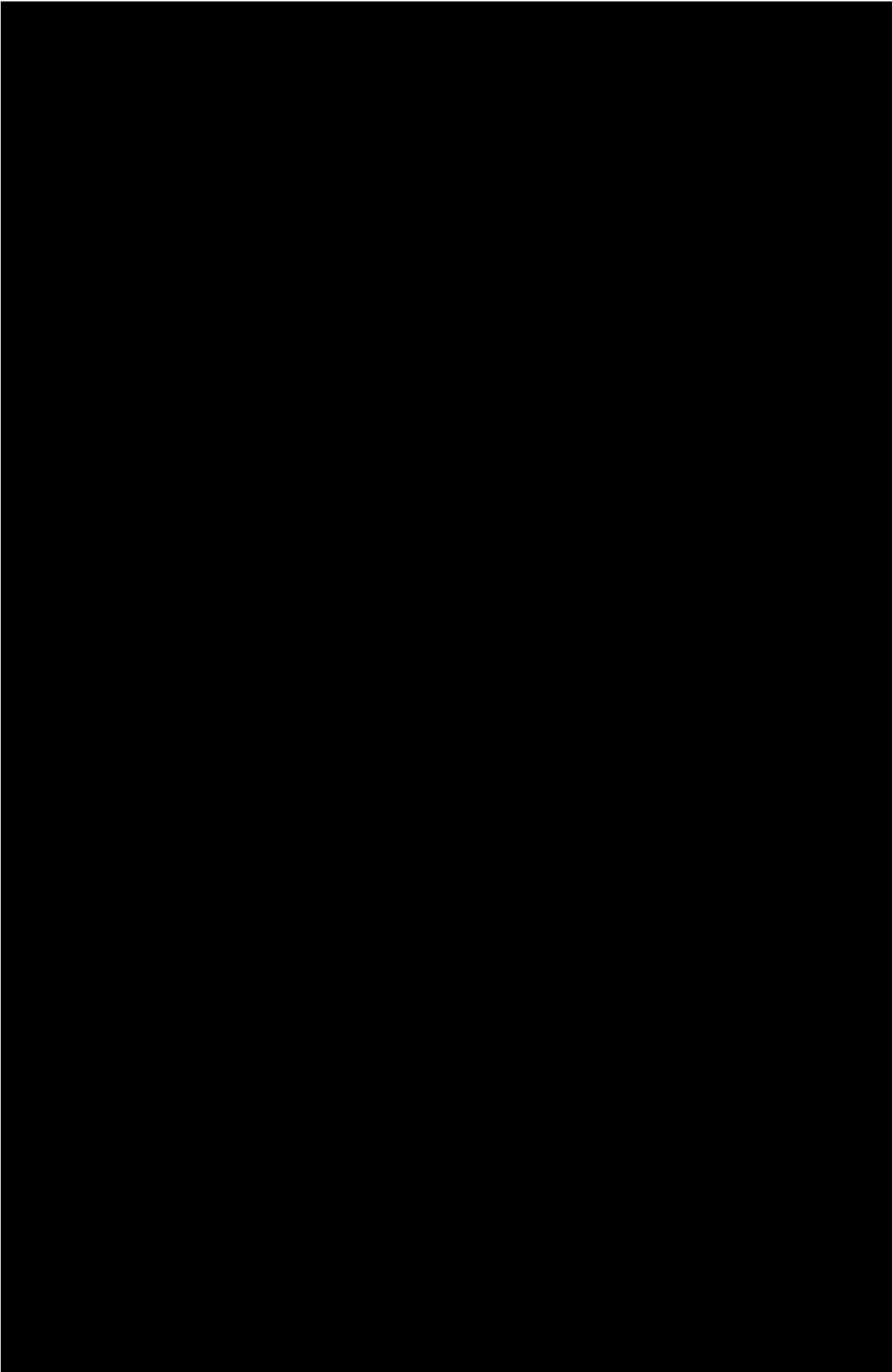
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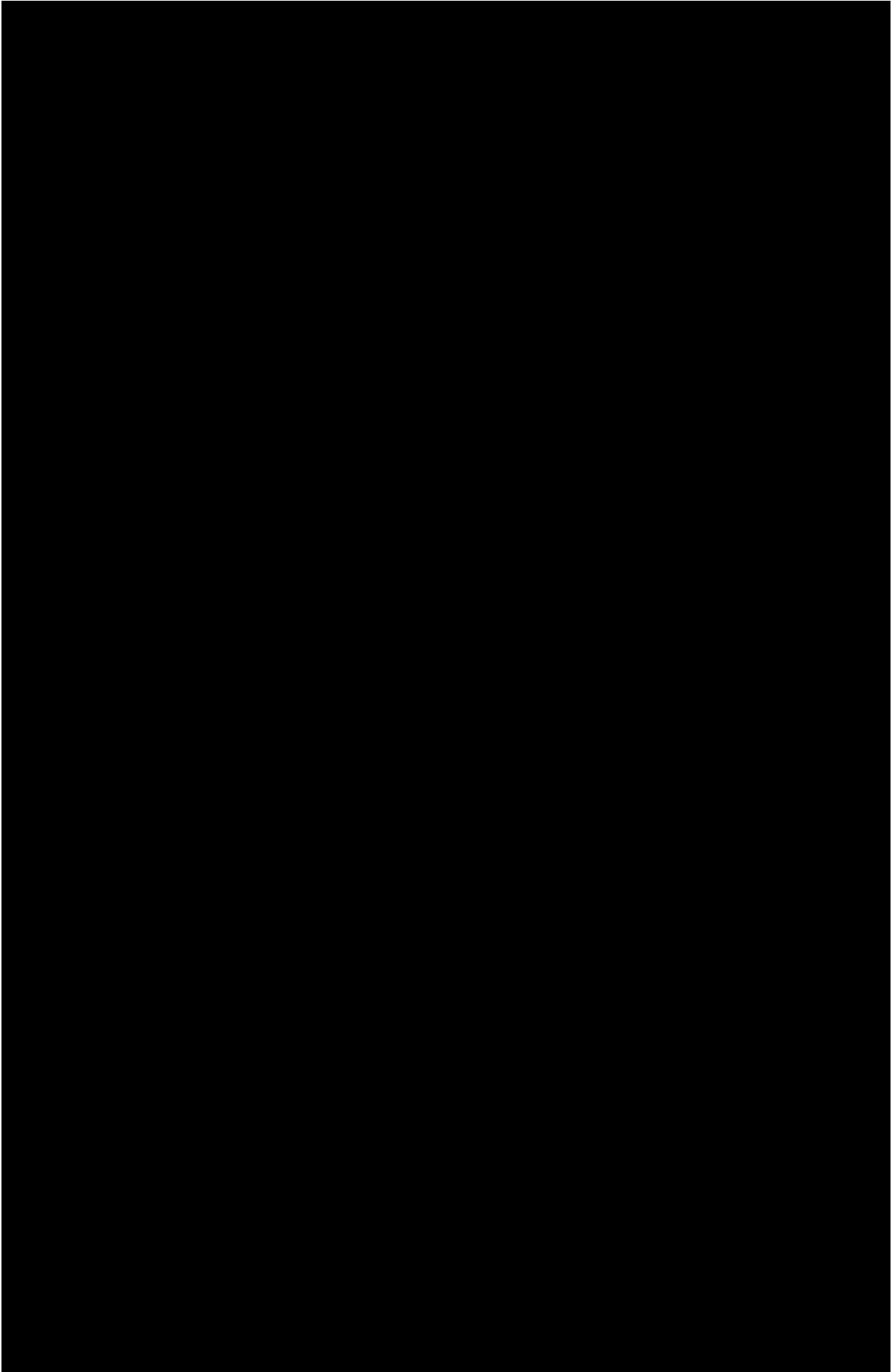
Partially Compliant

Non-Compliant

Evidence of Compliance (word limit - 1000): Responders **must** include a diagram and a description of their solution. Details **must** also include how their solution will be developed and delivered to meet the current and future business needs. **a. Solution design**







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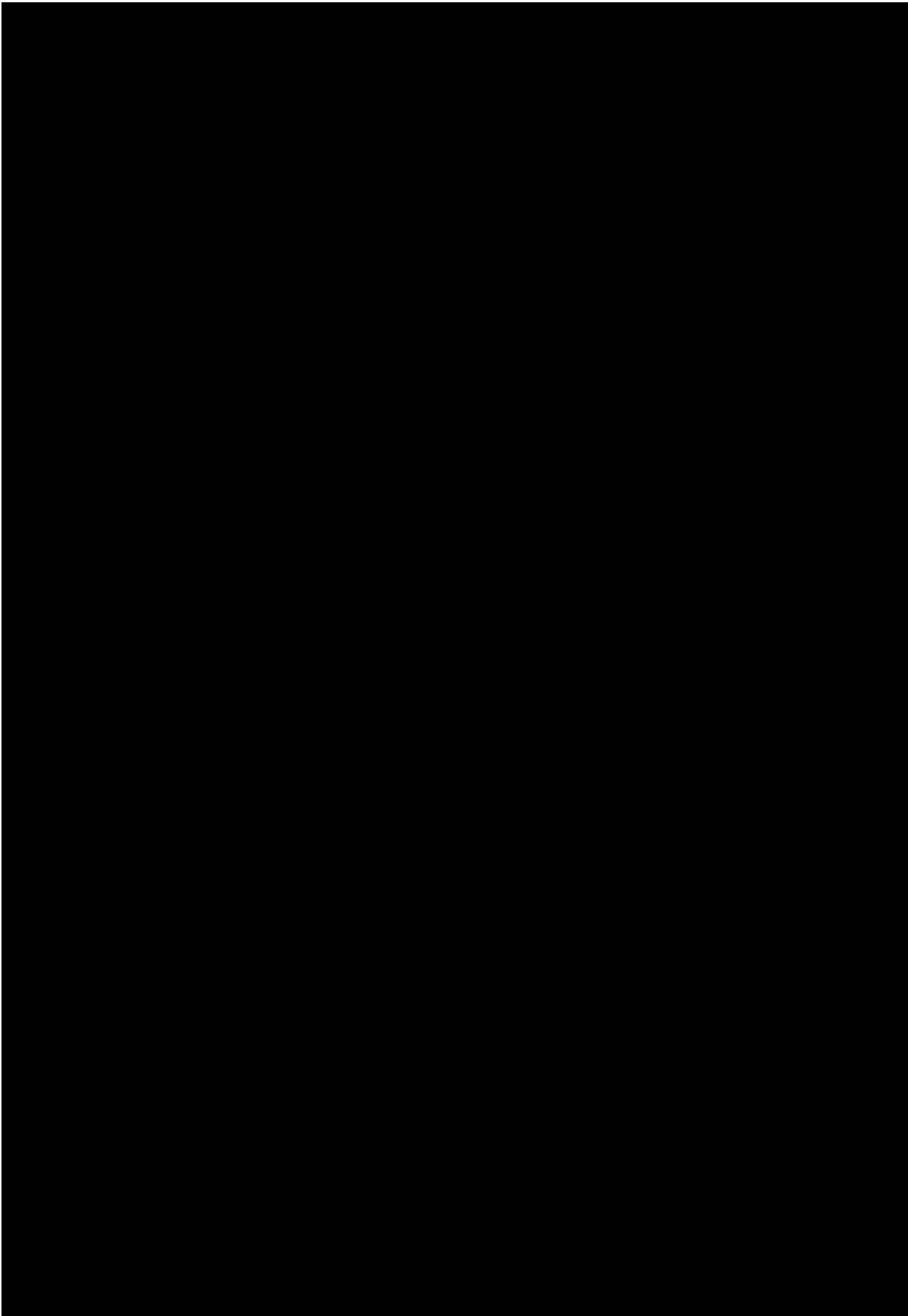
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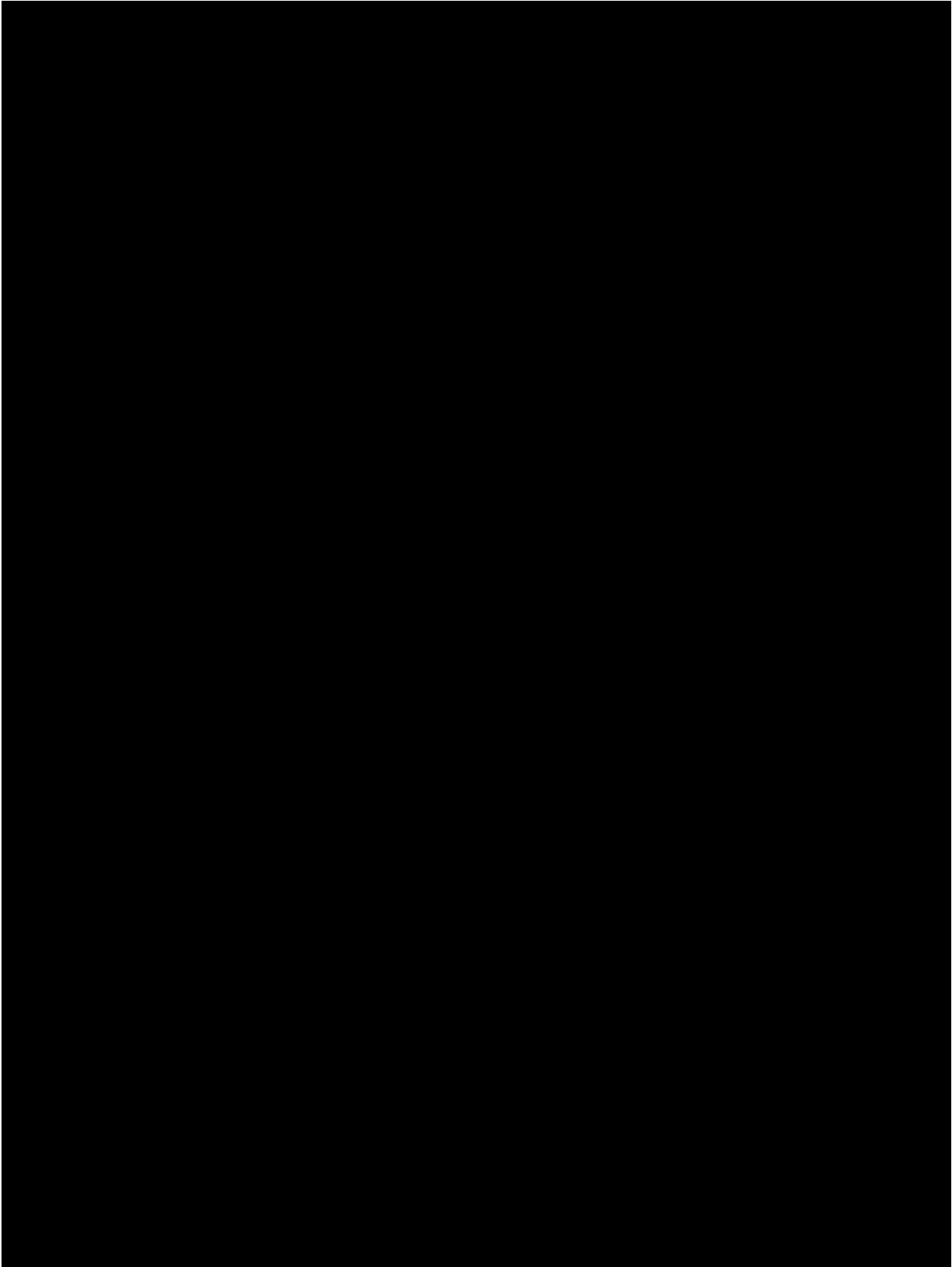
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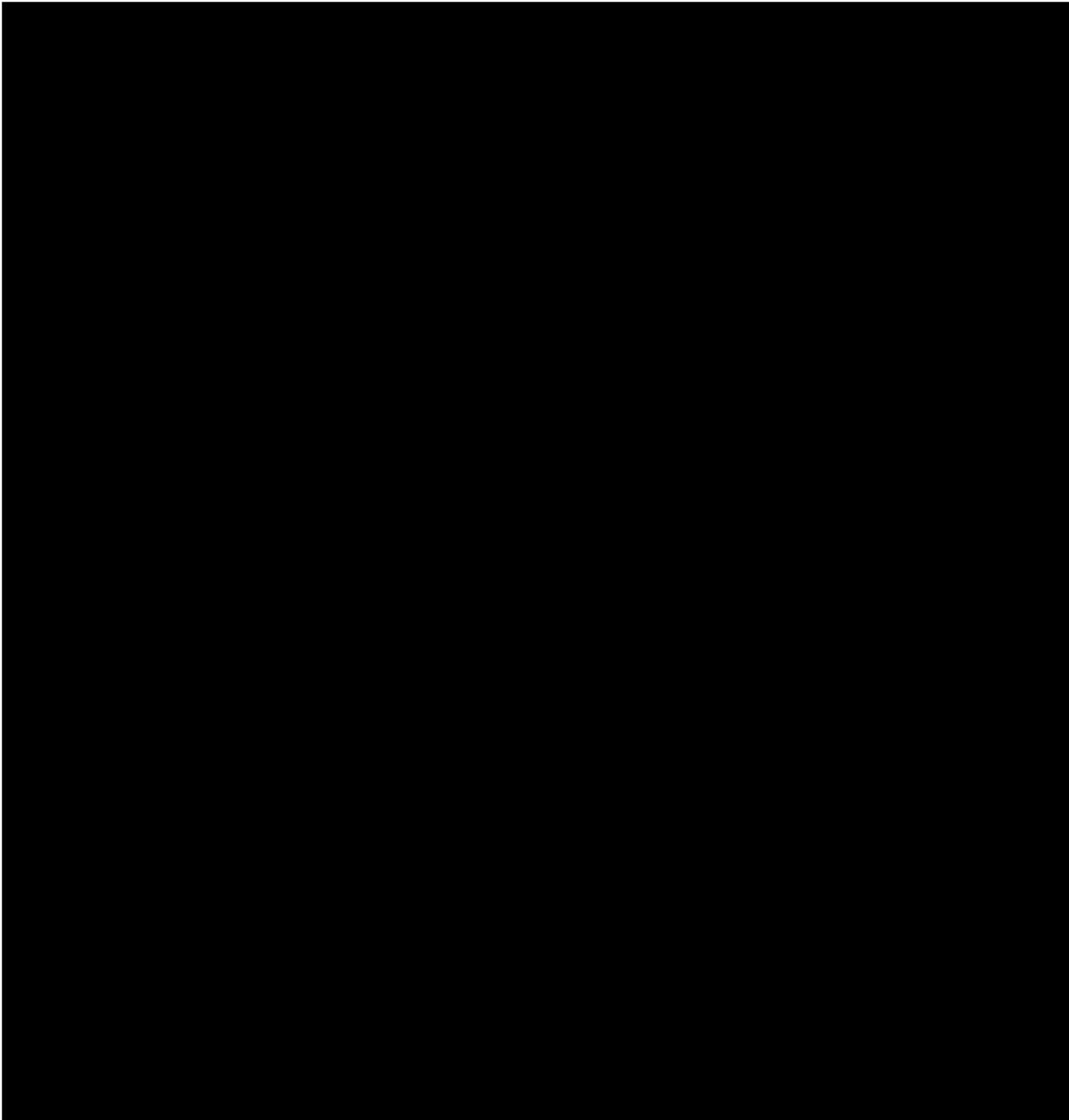
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Schedule 3: Charges

1. How Charges are calculated

1.1 The Charges:

- 1.1.1 shall be calculated in accordance with the terms of this Schedule;
- 1.1.2 cannot be increased except as specifically permitted by this Schedule; and

1.2 Any variation to the Charges payable under a Contract must be agreed between the Supplier and the Buyer and implemented using the procedure set out in this Schedule.

2. Are costs and expenses included in the Charges

2.1 The Charges shall include all costs and expenses relating to the provision of Deliverables as detailed in the tables in Annex 1. No further amounts shall be payable in respect of matters such as:

- 2.1.1 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
- 2.1.2 costs incurred prior to the commencement of the Contract.

3. When the Supplier can ask to change the Charges

3.1 The Charges will be fixed for the Contract Period, save as detailed in this Schedule.

3.2 Any notice from the Supplier requesting an increase in the Charges shall include:

- 3.2.1 a list of the Charges to be reviewed;
- 3.2.2 for each of the Charges under review, written evidence of the justification for the requested increase including:
 - (a) a breakdown of the profit and cost components that comprise the relevant part of the Charges;
 - (b) details of the movement in the different identified cost components of the relevant Charge;
 - (c) reasons for the movement in the different identified cost components of the relevant Charge;
 - (d) evidence that the Supplier has attempted to mitigate against the increase in the relevant cost components; and
 - (e) evidence that the Supplier's profit component of the relevant Charge is no greater than that applying to Charges using the same pricing mechanism as at the Contract Commencement Date.

- 3.3 The Buyer shall consider each request for a price increase. The Buyer may grant Approval to an increase at its sole discretion.
- 3.4 Where the Buyer approves an increase then it will be implemented from a date determined by the Buyer at its sole discretion reasonably and Annex 1 shall be updated accordingly.

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
 - 4.1.4 any extension or variation of the Contract at request of the Buyer or Supplier and agreed by both Parties.

Annex 1: Rates and Prices

1. Fixed Prices

1.1 The rates below shall not be subject to variation by way of Indexation and do not include VAT.

Period	Fixed Charge (£)
July 2022-March 2023	£2,683,380.78
April 2023-March 2024	£4,206,341.58
April 2024-August 2024	£1,774,372.54
TOTAL	£8,664,094.90

1.2 The Fixed Charges detailed in the above table have been calculated in accordance with the following financial profile submitted by the Supplier.

Table 1: Set-up costs over Financial Year 2022-23

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total FY22-23
Direct Staff Costs	████	████	████	████	████	████	████	████	████	████
Staff related Expenses	████	████	████	████	████	████	████	████	████	████
Accommodation	████	████	████	████	████	████	████	████	████	████
Technology	████	████	████	████	████	████	████	████	████	████
Subcontractor	████	████	████	████	████	████	████	████	████	████
Other operating costs	████	████	████	████	████	████	████	████	████	████
Consulting cost	████	████	████	████	████	████	████	████	████	████
other costs	████	████	████	████	████	████	████	████	████	████
Corporate overheads	████	████	████	████	████	████	████	████	████	████
Advertising, Marketing and communications	████	████	████	████	████	████	████	████	████	████
Events	████	████	████	████	████	████	████	████	████	████
Profit	████	████	████	████	████	████	████	████	████	████
Total	████	████	████	████	████	████	████	████	████	████

Table 2: Business as usual costs over Financial Year 2022-23

	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Total FY22-23
Direct Staff Costs	████	████	████	████	████	████	████	████
Staff related Expenses	████	████	████	████	████	████	████	████
Accommodation	████	████	████	████	████	████	████	████
Technology	████	████	████	████	████	████	████	████
Subcontractor	████	████	████	████	████	████	████	████
Other operating costs	████	████	████	████	████	████	████	████
Consulting cost	████	████	████	████	████	████	████	████
other costs	████	████	████	████	████	████	████	████
Corporate overheads	████	████	████	████	████	████	████	████
Advertising, Marketing	████	████	████	████	████	████	████	████

and communications																				
Events																				
Profit																				
Total																				

Table 3: Business as usual costs Financial Year 2023-24

	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Total FY23-24
Direct Staff Costs													
Staff related Expenses													
Accommodation													
Technology													
Subcontractor													
Other operating costs													
Consulting cost													
other costs													
Corporate overheads													
Advertising, Marketing and communications													
Events													
Profit													
Total													

Table 4: Business as usual costs Financial Year 2024-25

	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Total FY24-25
Direct Staff Costs	██████████	██████████	██████████	██████████	██████████	██████████
Staff related Expenses	██████████	██████████	██████████	██████████	██████████	██████████
Accommodation	██████████	██████████	██████████	██████████	██████████	██████████
Technology	██████████	██████████	██████████	██████████	██████████	██████████
Subcontractor	██████████	██████████	██████████	██████████	██████████	██████████
Other operating costs	██████████	██████████	██████████	██████████	██████████	██████████
Consulting cost	██████████	██████████	██████████	██████████	██████████	██████████
other costs	██████████	██████████	██████████	██████████	██████████	██████████
Corporate overheads	██████████	██████████	██████████	██████████	██████████	██████████
Advertising, Marketing and communications	██████████	██████████	██████████	██████████	██████████	██████████
Events	██████████	██████████	██████████	██████████	██████████	██████████
Profit	██████████	██████████	██████████	██████████	██████████	██████████
Total	██████████	██████████	██████████	██████████	██████████	██████████

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Schedule 6: Transparency Reports

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Format	Frequency
Key Personnel	Schedule 29	On replacement of key personnel
Performance Monitoring report	Schedule 10, Part B	Monthly
Contract Year Performance report	Schedule 10	Annually
Maths Hub Annual Performance Report	Schedule 10	Annually
Security Management Plan	Schedule 16	Annually
Security Certificates	Schedule 16	Annually
Exit Plan	Schedule 30, Including policy on Net Book Value and Asset register	Within 3 months of start date, then updated annually or when requested by Buyer.
Key Subcontractors	Schedule 27	Following change in subcontractor/s
Supply Chain transparency report	Schedule 18	
Implementation plan	Schedule 8	
Detailed Delivery Plan	Schedule 8	
Financial Distress Service Continuity Plan	Schedule 24	as soon as reasonably practicable, and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event
Financial Indicators report	Schedule 24	Annually
Continuous Improvement Plan	Schedule 11, can be part of Annual performance report and/or Strategic Goal Evaluations.	Annual
Proof of Insurance	Schedule 22	Within fifteen (15) days after policy renewal or replacement
Cyber Essentials Plus Certificate or recognised equivalent	Schedule 19	Annually
Management Information	Schedule 2	Monthly, Annually and ad hoc as appropriate for the data being shared
Rectification Plan	template in Schedule 25	As appropriate following the process set out in Clause 10.4.2 to 10.4.4 of the Core Terms

Schedule 7: Staff Transfer

1. Definitions

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

- "Employee Liability"** all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:
- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
 - b) unfair, wrongful or constructive dismissal compensation;
 - c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
 - d) compensation for less favourable treatment of part-time workers or fixed term employees;
 - e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
 - f) claims whether in tort, contract or statute or otherwise;
- any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
- "Former Supplier"** a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);

"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Deliverables as further provided for in Clause 10.8 (Partially ending and suspending the contract).
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Start Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Deliverables or any relevant part of the Deliverables which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension

or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Transferring Buyer Employees"

those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;

"Transferring Former Supplier Employees"

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Buyer, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Contract:

- Part C (No Staff Transfer On Start Date)
- Part D (Pensions)
 - Annex D1 (CSPS)
 - Annex D4 (Other Schemes)

- Part E (Staff Transfer on Exit)

Part A: Not used

Part B: Not used

Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Deliverables or of any part of the Deliverables will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - (a) the Buyer will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Sub-contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or
 - 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure

- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Start Date.
 - 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-contractor.
- 2. Limits on the Former Supplier's obligations**

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

- "Actuary"** a Fellow of the Institute and Faculty of Actuaries;
- "Admission Agreement"** means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
- "Broadly Comparable"** (b) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and
- (c) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,
- and **"Broad Comparability"** shall be construed accordingly;
- "CSPS"** the schemes as defined in Annex D1 to this Part D;
- "Fair Deal Employees"** those:
- (d) Transferring Buyer Employees; and/or
- (e) Transferring Former Supplier Employees; and/or
- (f) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of

Parts A or B or Paragraph 1.2.4 of Part C;

- (g) where the Former Supplier becomes the Supplier those employees;

who at the Start Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fund Actuary"	means Fund Actuary as defined in Annex D3 to this Part D;
"LGPS"	the schemes as defined in Annex D3 to this Part D;
"NHSPS"	the schemes as defined in Annex D2 to this Part D;
"New Fair Deal"	the revised Fair Deal position set out in the HM Treasury guidance: " <i>Fair Deal for Staff Pensions: Staff Transfer from Central Government</i> " issued in October 2013 including: <ul style="list-style-type: none">(a) any amendments to that document immediately prior to the Relevant Transfer Date; and(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
- 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

- 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

3.1 The Supplier undertakes to the Buyer:

- 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
- 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.

4.2 The Supplier hereby indemnifies the NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
- 4.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

4.3 The indemnities in this Part D and its Annexes:

- 4.3.1 shall survive termination of this Contract; and
- 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the Buyer and the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the Buyer and the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the Buyer and the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:
- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "**New Employer**") complies with the provisions

of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

10.1 If either:

10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

10.2.1 supply to the Buyer details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;

10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;

10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or NHS Pension and/or CSPS

and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

- 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;
- 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and
- 10.2.6 indemnify the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

Not Applicable

Annex D4: Other Schemes

Not Applicable

Part E: Staff Transfer on Exit

1. Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within 20 Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Buyer of a Service Transfer or intended Service Transfer;
 - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of the relevant Contract;
 - 1.1.3 the date which is 12 Months before the end of the Term; and
 - 1.1.4 receipt of a written request of the Buyer at any time (provided that the Buyer shall only be entitled to make one such request in any 6 Month period),

it shall provide in a suitably anonymised format so as to comply with the Data Protection Laws, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Buyer.

- 1.2 At least 20 Working Days prior to the Service Transfer Date, the Supplier shall provide to the Buyer or at the direction of the Buyer to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Buyer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-contractor.
- 1.4 The Supplier warrants, for the benefit of The Buyer, any Replacement Supplier, and any Replacement Sub-contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it shall not assign any person to the provision of the Deliverables who is not listed on the Supplier's Provisional Supplier Personnel List and shall, unless otherwise instructed by the Buyer (acting reasonably):

not replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces

not make, promise, propose, permit or implement any material changes to the terms and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

- 1.5.1 not increase the proportion of working time spent on the Deliverables (or the relevant part of the Deliverables) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.2 not introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.3 not increase or reduce the total number of employees so engaged, or deploy any other person to perform the Deliverables (or the relevant part of the Deliverables);
- 1.5.4 not terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process;
- 1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor;
- 1.5.6 give the Buyer and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Buyer, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;
- 1.5.7 co-operate with the Buyer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Deliverables, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
- 1.5.8 promptly notify the Buyer or, at the direction of the Buyer, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;
- 1.5.9 not for a period of 12 Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is

- transferred to the Buyer and/or the Replacement Supplier (unless otherwise instructed by the Buyer (acting reasonably));
 - 1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;
 - 1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;
 - 1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Deliverables on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);
 - 1.5.13 promptly provide to the Buyer such documents and information mentioned in Paragraph 3.1.1 of Part D: Pensions which the Buyer may reasonably request in advance of the expiry or termination of this Contract; and
 - 1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Deliverables on the expiry or termination of this Contract.
- 1.6 On or around each anniversary of the Start Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Deliverables are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:
- 1.6.1 the numbers of employees engaged in providing the Deliverables ;
 - 1.6.2 the percentage of time spent by each employee engaged in providing the Deliverables;
 - 1.6.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and
 - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as

appropriate. Without prejudice to the generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:

- 1.7.1 the most recent month's copy pay slip data;
- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

2. Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Deliverables (or part of the Deliverables), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Buyer and the Supplier agree that where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Buyer and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission of the Supplier or any Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date.
- 2.4 The indemnity in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-contractor whether occurring or having its origin before, on or after the Service Transfer Date.
- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her

contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.

- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within 5 Working Days of becoming aware of that fact, notify the Buyer and the Supplier in writing;
- 2.5.2 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.3 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.4 if after the period referred to in Paragraph 2.5.2 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 2.5.1 to 2.5.4 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.

2.6 The indemnity in Paragraph 2.5 shall not apply to:

- 2.6.1 (a) any claim for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief, or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 (b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-contractor neglected to follow a fair dismissal procedure.

2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than 3 Months from the Service Transfer Date.

2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.

2.9 The Supplier shall promptly provide the Buyer and any Replacement Supplier and/or Replacement Sub-contractor, in writing such information as is necessary to enable the Buyer, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under

regulation 13 of the Employment Regulations. The Buyer shall procure that the Replacement Supplier and/or Replacement Sub-contractor, shall promptly provide to the Supplier and each Sub-contractor in writing such information as is necessary to enable the Supplier and each Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

- 2.10 Subject to Paragraph 2.9, the Buyer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-contractor and its Sub-contractors against any Employee Liabilities arising from or as a result of any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-contractor (as applicable) to comply with its obligations under the Employment Regulations, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

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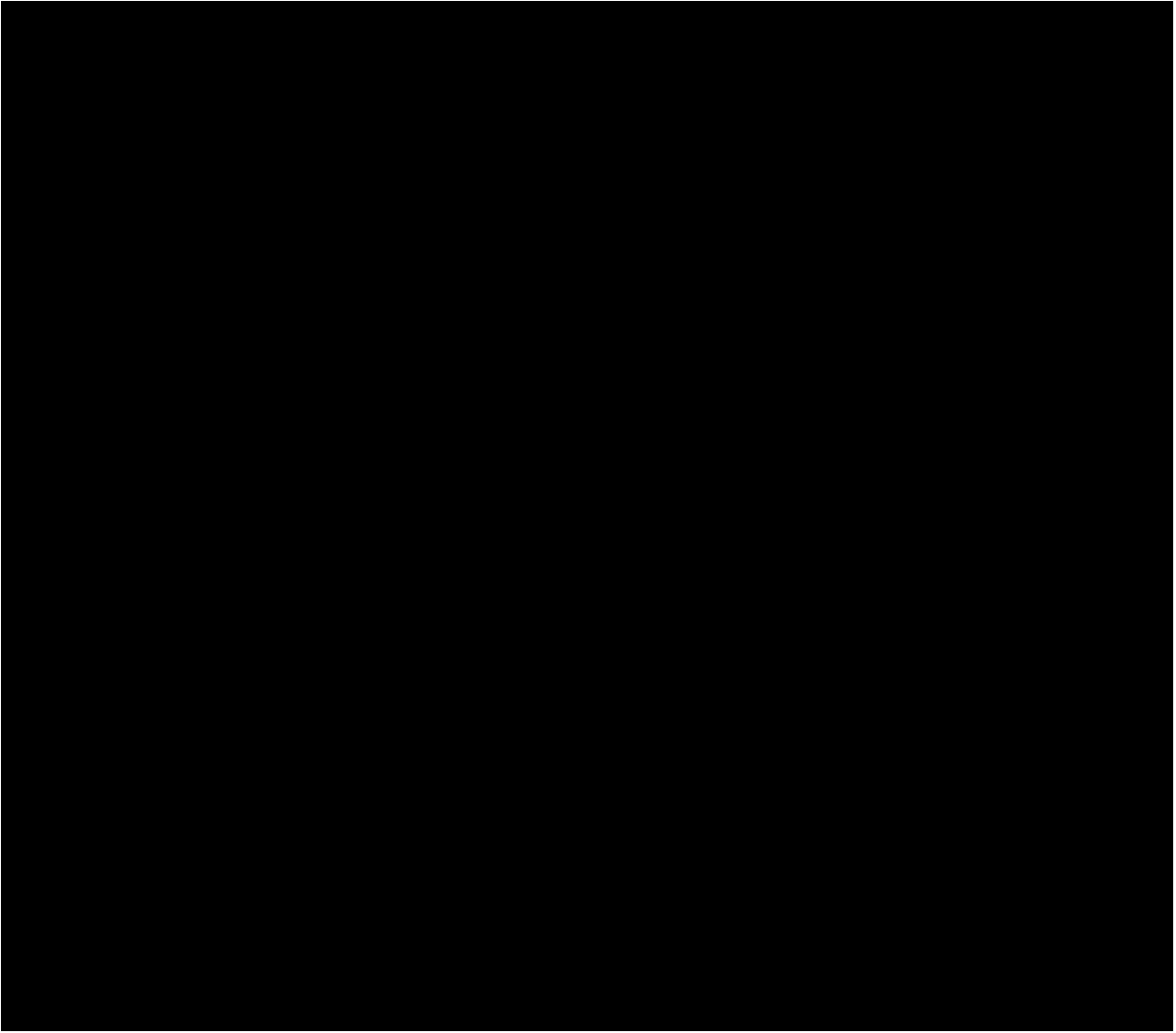
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Schedule 9: Installation Works (Not Applicable)

Schedule 10: Performance Levels

1. Definitions

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

“Critical KPI Failure”	means failure to achieve more than 50% of the Performance Measure;
“Deliverable Period”	a calendar month, save that: the first deliverable period shall begin on the first Operational Deliverable Commencement Date and shall expire at the end of the calendar month in which the first Operational Deliverable Commencement Date falls; and the final deliverable period shall commence on the first day of the calendar month in which the Contract Period expires or terminates and shall end on the expiry or termination of the Contract Period (the “Final Deliverable Period”);
“Key Performance Indicator” / “KPI”	shall be as set out against the relevant Performance Measure in Annex A to Part A of this Schedule;
"KPI Failure"	means a failure to meet the Performance Measure in respect of one or more KPIs;
“Performance Measure”	means the measure of performance for each KPI and SPI as detailed in Annex A to Part A of this Schedule;
"Service Credits"	any service credits specified in Annex A to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPI;
"Service Credit Cap"	has the meaning given to it in the Award Form;
“Service Credit Ceiling”	means the maximum applicable Service Credit applied in relation to any KPI Failure in each Contract Year calculated as set out in Annex A to Part A of this Schedule;
"Service Credit Floor"	means the minimum applicable Service Credit applied in relation to a KPI Failure in each Contract Year calculated as set out in Annex A to Part A of this Schedule;
“Subsidiary Performance Indicators” / “SPI”	shall be as set out against the relevant Performance Measure in Annex B to Part A of this Schedule.

2. What happens if you don't meet the Performance Measures

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the KPIs (which attract Service Credits) and SPIs (which do not attract Service Credits) for each Performance Measure.
- 2.2 The Supplier acknowledges that any KPI Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any KPIs.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing progress against each KPI and SPI in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a KPI Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the KPI Failure:
 - (a) exceeds the relevant Service Credit Ceiling;
 - (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - (c) results in the corruption or loss of any Government Data; and/or
 - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
 - 2.4.3 the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 of the Core Terms (Buyer Termination Rights).
- 2.5 The Buyer reserves the right to revise KPIs and SPIs on an annual basis following the first Contract Year. Amendments to the KPIs and SPIs should be agreed by both Parties in accordance with the Variation Procedure.

3. Critical KPI Failure

- 3.1 On the occurrence of a Critical KPI Failure:
- 3.1.1 any Service Credits that would otherwise have accrued during the relevant Deliverable Period shall not accrue; and
 - 3.1.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Deliverable Period ("Compensation for Critical KPI Failure"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Performance Levels and Service Credits

1. Key Performance Indicators

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any KPI; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,
the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a KPI Failure or Critical KPI Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a KPI Failure has occurred, deduct the applicable Service Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical KPI Failure has occurred, exercise its right to Compensation for Critical KPI Failure (including the right to terminate for material Default).

2. Service Credits

- 2.1 The Buyer shall use the Performance Monitoring Reports and any supplementary reports as may be needed to verify the KPI measure supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Contract Year.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex A to Part A of this Schedule.
- 2.3 The Buyer may, at its sole discretion, determine that Service Credits should not be applied with respect to an incident of failure to meet the KPIs, or determine that the Service Credit to be applied should be in an amount lower than the maximum applicable as calculated in accordance with the Contract. Any such determination shall not affect the Buyers right to apply Service Credits with respect to future instances in which the Supplier fails to meet the KPIs, whether in relation to the same KPI or others, subject to not exceeding the maximum applicable Service Credit Ceiling in relation to any individual KPI in any given Contract Year.
- 2.4 Any decision by the Buyer to apply Service Credit will not affect the Buyers future right to additionally exercise any other right for which provision is made in the Contract including a material Default. A material Default shall specifically include any breach of the Supplier's obligations as set out in Schedule 2 (Specification) which is serious in the widest sense of having a serious effect on the benefit which the Buyer would otherwise derive from the KPIs.

Annex A to Part A: Key Performance Indicators (KPI) Table

Theme	KPI Definition	Performance Measure	Monitoring Method and Frequency	Service Credit Ceiling for delivery costs	Service Credit floor
1. Maintaining a high-quality Maths Hub network	Plan and monitor Maths Hub performance regularly against obligations set out in the Grant Funding Agreement, putting in place interventions and support to maintain a high-quality service for teachers and schools and report to DfE on progress.	<p>Maths Hub termly progress meetings and reports:</p> <ul style="list-style-type: none"> i. 100% of Maths Hubs receive a termly monitoring visit ii. 95% of Maths Hubs submit a completed progress report on time 	<p>Measured by progress reports submitted to DfE termly, on a date to be agreed each year.</p> <p>NCETM attending termly progress reporting meetings with DfE to provide a full account of hub performance.</p> <p>Applied annually each Contract Year.</p>	1%	£1,000
2. Maintaining a high-quality service	Provide a high-quality of service to Maths Hubs in supporting and challenging them to perform effectively across all Maths Hubs activities.	<p>100% of Maths Hubs complete a survey at the end of the academic year.</p> <p>At least 80% of respondents report a positive experience and impact from the services the NCETM contractor provide the Maths Hubs.</p>	<p>Measured by responses to an annual survey provided to Maths Hub staff developed in conjunction with DfE analysts or third-party evaluator.</p> <p>Applied annually each Contract Year.</p>	1%	£1,000

Theme	KPI Definition	Performance Measure	Monitoring Method and Frequency	Service Credit ceiling for delivery costs	Service Credit floor
3. Primary Teaching for Mastery programme	Work with the Maths Hubs to recruit primary schools across England to the primary Teaching for Mastery programme with the ambition to reach 75% of all primary schools by the end of academic year 2024/25. ⁹	Total number of new schools completing the Primary Teaching for Mastery programme each year. ¹⁰ a) 1000 in AY2022-23 b) 1000 in AY2023-24 c) 383 in AY2024-25	Measured by the number of new schools (schools that have not taken part in TfM previously) recruited and trained in the applicable academic year. Measured by URN of the school. Schools could be recruited as a Mastery Specialist, Mastery Readiness or a Development Work Group School. Applied annually each Contract Year.	2%	£2,000
4. Secondary Teaching for Mastery programme	Work with the Maths Hubs to recruit secondary schools across England to the secondary Teaching for Mastery programme with the ambition to reach 65% of all secondary schools by the end of academic year 2024/25. ¹¹	Total number of new schools completing the secondary Teaching for Mastery programme each year. ⁴ a) 275 in AY2022-23 b) 275 in AY2023-24 c) 245 in AY2024-25	Measured by the number of new schools (schools that have not taken part in TfM previously) recruited and trained in the applicable academic year. Measured by URN of the school. Schools could be recruited as a Mastery Specialist or a Development Work Group School. Applied annually each Contract Year.	2%	£2,000

⁹ The total number of schools recruited across the three academic years needs to reach 75% of all state-funded primary schools before the end of academic year 2024 - 2025 to meet our ambition. This will start with a baseline of 10,267 already reached by the end of academic year 2022/23. The total number of state-funded primary schools in academic year 2020-21 was 16,791 <https://explore-education-statistics.service.gov.uk/find-statistics/school-pupils-and-their-characteristics#dataDownloads-1>

¹⁰ Figures should be provided as part of your bid response in section 2, Technical Evaluation, Question TQ6 of the Award Criteria. We recognise that if the contract is not extended for a 3rd year we will not reach the ambition figures noted in these footnotes.

¹¹ The total number of schools recruited across the three academic years needs to reach 65% of all state-funded secondary schools by the end of academic year 2024-2025 to meet our ambition. This will start with a baseline of 1,463 already reached by the end of academic year 2022/23. The total number of state-funded secondary schools in academic year 2020-21 was 3,458 <https://explore-education-statistics.service.gov.uk/find-statistics/school-pupils-and-their-characteristics#dataDownloads-1>

Theme	KPI Definition	Performance Measure	Monitoring Method and Frequency	Service Credit ceiling delivery costs	Service Credit for floor
5. Quality of Continued Professional Development (CPD): Teaching for Mastery	Provide directly or support the provision of high-quality mathematics training through the Teaching for Mastery programme to schools and teachers which has a positive impact on improving teachers' skills and confidence in the teaching of mathematics.	85% of Teaching for Mastery participants responding to a quality-assessment survey report a positive impact on improving knowledge, skills and confidence in the teaching of mathematics.	Measured by an annual survey of participants developed in conjunction with DfE analysts or third-party evaluator. Surveys are to take place towards the end of the appropriate academic year and should be provided to all participants to complete. Applied annually each Contract Year.	1.5%	£1,500
6. Quality of Continued Professional Development (CPD): Non-TfM NCPs	Provide directly or support provision of high-quality mathematics Continued Professional Development (CPD) (non-TfM NCPs) through Maths Hubs to schools and/or classroom practitioners which has a positive impact on improving teachers' skills and confidence in the teaching of mathematics.	85% of CPD participants responding to a quality-assessment survey report a positive impact on improving knowledge, skills and confidence in the teaching of mathematics.	Measured by an annual survey of participants developed in conjunction with DfE analysts or third-party evaluator. Surveys are to take place towards the end of the appropriate academic year and should be provided to all participants to complete. Applied annually each Contract Year.	1.5%	£1,500
7. Social Value: Tackling economic inequality	Work with Maths Hubs to remove barriers to participation in Continued Professional Development (CPD) for schools and colleges with high proportions of disadvantaged pupils/students.	33% of schools and colleges engaged across all Maths Hubs projects are in the top 33% of schools with the highest proportion of pupils eligible for Free-School Meals (FSM).	Applied annually each Contract Year. Measured using the URN of the schools/colleges participating each academic year and DfE data on distribution of Free-School Meals (FSM). Applied at the end of the Contract.	1%	£1,000

Service Credit Calculations

The maximum Service Credit amount that could apply for failure to meet the KPIs and in each Contract Year shall be:

1. where the Supplier has achieved an output equivalent to less than 50% of any given volume, the respective Service Credit Ceiling detailed in the KPI Table and calculated as a proportion of the total Charges payable in that Contract

Year.

2. where the Supplier has achieved an output equivalent to at least 50% but less than 100% of any given volume, the greater of an amount determined in accordance with the formula;
 - 2.1 The respective Service Credit Floor (as detailed in the table above) (£ amount), or
 - 2.2 Service Credit Ceiling % * (1 – KPI % achieved)

and calculated as a proportion of the total Charges payable in that Contract Year for KPIs 1-6 or calculated as a proportion of the total Charges payable in the Contract for KPI 7.

ANNEX B: Subsidiary Performance Indicators Table

Service Level Theme	Subsidiary Definition	Performance Measure	Monitoring Method and Frequency	Service Credit Cap for delivery costs	Service Credit floor
National engagement	Work with Maths Hubs to support the retention, or return, of schools engaged in the Maths Hub programme year-on-year in order to support sustained Continued Professional Development in schools.	50% of schools in England engage with the Maths Hub Programme each year which increases yearly.	URN of schools that are either participants in a Maths Hub NCPs or LLME engaged in ongoing training from NCETM and Hubs. Measured annually	0%	£0
Mathematics CPD for classroom practitioners	Provide directly or support provision of high-quality mathematics Continued Professional Development (CPD) to classroom practitioners	2000 participants receive training on a Specialist Knowledge for Teachers of Mathematics NCP each academic year (subject to funding being available).	Number of participants receiving training in SKTM Work Groups in the given academic year. Measured annually	0%	£0

Part B: Performance Monitoring

3. Performance Monitoring

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Performance Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with Performance Monitoring Reports which shall contain, as a minimum, the following information in respect of the relevant Deliverable Period just ended:
 - 3.2.1 for each KPI and SPI, the actual performance achieved for the relevant Deliverable Period;
 - 3.2.2 a summary of all achievements and failures to achieve KPIs and SPIs that occurred during that Deliverable Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 a register of risks and issues which must include a description of the risk or issue, contingencies and countermeasures identified to reduce the likelihood and impact of the risk or issue and a considered reasonable assessment of likelihood and impact of the risk or issue;
 - 3.2.6 a breakdown of the Charges for the Deliverable Period;
 - 3.2.7 details of any deviation to Milestones within the approved Implementation Plan and the Delivery Plan including as a minimum mitigating actions; and
 - 3.2.8 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall discuss Performance Monitoring Reports at the Programme Management Board on a Monthly basis unless agreed otherwise by the Buyer. The Programme Management Board will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Programme Management Board shall:
 - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 3.3.2 be attended by the Supplier's Contract Manager and the Buyer's Representative; and
 - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Programme Management Board will be

agreed through email correspondence within two (2) weeks of the Programme Management Board by both the Supplier's Contract Manager and the Buyer's Representative.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Deliverable Period.

4. Contract Year Performance Report

- 4.1 The Supplier shall provide the Buyer with a performance report at the end of each Contract Year ("Contract Year Performance Report") in such format as agreed between the Parties and contain, as a minimum, the following:

- 4.1.1 for each KPI and SPI, the actual performance achieved by the Supplier over the previous Contract Year;
- 4.1.2 a summary of all KPI Failures that occurred over the previous Contract Year including the circumstances surrounding the failures and any remedial actions undertaken;
- 4.1.3 which KPI Failures remain outstanding and progress in resolving them;
- 4.1.4 for any Critical KPI Failures or material Defaults occurring during the Contract Year, the cause of the Failure or Default and the action being taken to reduce the likelihood of recurrence;
- 4.1.5 the status of any outstanding Rectification Plan Process, including:
 - (a) whether or not a Rectification Plan has been agreed; and
 - (b) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- 4.1.6 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- 4.1.7 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Security Management Plan;
- 4.1.8 a full breakdown of Charges invoiced to the Buyer within the Contract Year with comparison to the original Charges profile contained within Schedule 3;
- 4.1.9 a summary of the impact of the Supplier's communications and digital strategy;
- 4.1.10 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract; and
- 4.1.11 such other details as the Buyer may reasonably require.

- 4.2 The Contract Year Performance Report shall be reviewed and the contents agreed by the Parties at the Annual Performance Meeting held in accordance with Schedule 13.

- 4.3 The Buyer shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure.
- 4.4 The Contract Year Performance Report shall be submitted to the Buyer no more than two (2) months following the end of the Contract Year or one (1) month before the Contract is due to expire or a Termination Notice has been issued in accordance with the Contract.

5. Maths Hubs Annual Performance Report

- 5.1 The Supplier shall provide the Buyer with a performance report at the end of each Contract Year which summaries the activity, as guided by the Supplier through the Deliverables, undertaken by the Maths Hubs Network in the previous Contract Year ("Maths Hub Annual Performance Report") in such format as agreed between the Parties and contain, as a minimum, the following:
 - 5.1.1 descriptions of all Network Collaborative Projects (as described in the Specification (Schedule 2));
 - 5.1.2 analysis of participation in all Network Collaborative Projects;
 - 5.1.3 recommendations identified through Continuous Improvement as referred in Schedule 11;
 - 5.1.4 a summary of resource and materials development which support the delivery of the programme; and
 - 5.1.5 such other details as the Buyer may reasonably require.
- 5.2 The Maths Hub Annual Performance Report will be made available to the public on the NCETM website following Approval by the Buyer.
- 5.3 The Maths Hub Performance Report shall be submitted to the Buyer no more than two (2) months following the end of the Contract Year or one (1) month before the end of the Contract where the Contract has expired or has been terminated in accordance with the terms and conditions of the Contract.

Schedule 11: Continuous Improvement

1. Supplier's Obligations

- 1.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 1.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 1.3 In addition to Paragraph 1.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.3.1 identifying the emergence of relevant new and evolving technologies;
 - 1.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 1.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within three (3) Months following the Start Date.
- 1.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 1.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.7 If the Buyer wishes to incorporate any improvement into this Contract which constitutes a change to the Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer unless such a change can reasonably be reviewed as substantial. Any Charges relating to substantial changes to the Contract must be agreed by both Parties in accordance with the procedures outlined in Schedule 3 Charges.
- 1.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 1.5, the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan.
- 1.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year in accordance with the procedure and timescales set out in Paragraphs 1.3 and 1.4.
- 1.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges unless agreed under a Variation.
- 1.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables unless agreed otherwise by the Buyer.

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Final Audit Report

2022-07-01

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