

Attachment 1: Terms and Conditions

CONTRACT FOR THE MANDARIN EXCELLENCE PROGRAMME IN SCHOOLS

This contract is effective from 1st day of September 2021

Parties

- 1) **The Secretary of State for Education** whose Head Office is at Sanctuary Buildings, Great Smith Street, London, SW1P 3BT acting as part of the Crown ("**the Department**"); and
- 2) **UCL Consultants Ltd**, registered in England and Wales with registration number 3332258 whose registered office is at The Network Building, 97 Tottenham Court Road, London, W1T 4TP (the "**Contractor**").

each a "**Party**" and together the "**Parties**".

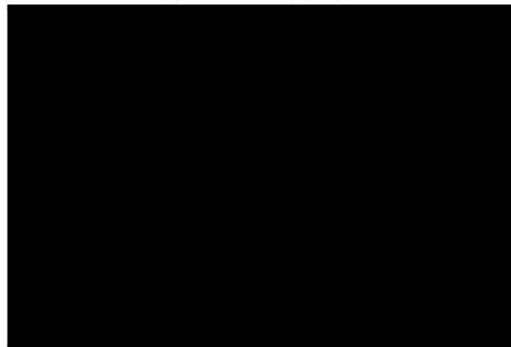
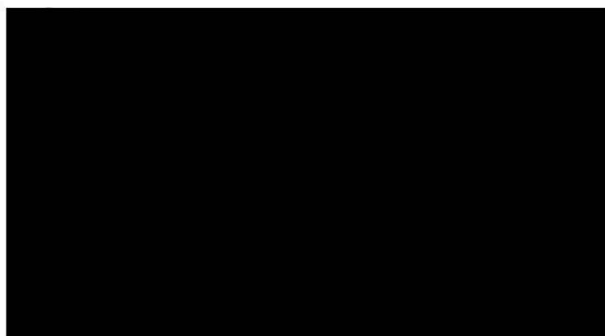
It is agreed that:

1. this contract, together with the attached schedules and annexes, collectively form the "Contract"; and
2. if there is a conflict between the provisions of the clauses of the Contract and the provisions of the schedules, the following order of precedence shall apply:
 - (a) schedule 2 (Terms and Conditions);
 - (b) schedule 1 (Specification);
 - (c) schedules 3 to 9; and
 - (d) schedule 10 (Contractor's Solution).

The Contract has been executed on the date stated below the signatures.

SIGNED by the CONTRACTOR acting by

SIGNED by DfE acting by



Date
Aug 11, 2021

Date
Aug 11, 2021

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Schedule 1

The Specification

1. Introduction/Background

- 1.1. China is a country of strategic importance to the UK. Education plays a key role in developing that wider relationship with important economic, educational and diplomatic benefits. The Government firmly believes that learning other languages is important in our globalised economy, as well as helping pupils to prepare for life in modern Britain.
- 1.2. On 22 September 2015, the Chancellor of the Exchequer announced funding of £10 million for at least 5,000 additional pupils to be taught Mandarin in schools in England by 2020. The programme commenced in September 2016 with 14 secondary schools in September 2016 and 23 additional schools joined in September 2017. A further 27 schools joined in September 2018 and 12 schools joined in September 2019, bringing the total number of schools to 75 with around 5,000 pupils studying Mandarin. We anticipate that approximately 6,500 students currently studying in the programme will need to be supported and approximately 2,000 additional year 7 students will be starting the programme in September 2021. We would expect the number to retain and at least 2,000 year 7 students to be recruited on an annual basis.
- 1.3. The students are tested annually (except 2020 due to Covid) and students generally achieve expected high results. Officially the first cohort will sit their GCSE Mandarin in summer 2021 (although there will have been early entries) and in October 2020 year 10s sat HSK III exams. All students are expected to go on to take GCSEs. Students will be encouraged to take HSK exams up to Level V and A levels or equivalent, provided a suitable exam is available.
- 1.4. There remain relatively few pupils currently studying Mandarin in state-funded schools and the actual numbers entering GCSE differ year on year for a variety of reasons, for example varying overall Year 11 cohort sizes.
- 1.5. There are around 10,000 pupils of any age learning some Chinese in 'Confucius Classrooms'. There are also relatively small numbers of pupils learning Mandarin in other schools at various levels, sometimes in the curriculum, but more often outside class time.
- 1.6. The government took action in 2010 to increase the number of pupils entered for language qualifications by introducing the English Baccalaureate. In 2014 a new Modern Foreign Languages curriculum required all state-funded primary schools to teach a foreign language to pupils at key stage 2. A small number of primary schools opt to teach Mandarin as part of the key stage 2 requirement.
- 1.7. There is continued support for those schools already teaching Mandarin, in particular through:
 - 1.7.1. UCL Institute of Education Confucius Institute, which partners with Peking University and provides Mandarin teacher training. It has a network of 44 Confucius Classroom schools across England.
 - 1.7.2. The British Council's support for school partnerships with China through their Connecting Classrooms programme and through provision of Chinese language assistants in English schools.

2. Demand for Mandarin Chinese Language Learning

- 2.1. According to the CBI's Education and Skills Survey published in 2019, 65% of businesses say they value foreign language skills, most importantly for building relations with overseas contacts (28%). The major European languages continue to be the most in demand, but those geared to business in China are increasingly seen as useful and Mandarin remains in the top 5 languages most valued by employers alongside French, German, Spanish and Arabic.
- 2.2. The [British Council report 'Languages for the Future'](#) published in November 2017, cites Spanish, Mandarin Chinese, French, Arabic and German as the top five languages needed for the UK's prosperity once the country leaves the European Union.
- 2.3. The report also identified the Chinese language as one of the most widely spoken languages and China as fourth in the UK's current most important export markets, making Mandarin one of the most important future languages for the UK.
- 2.4. In January 2021, [an evaluation report of the Mandarin Excellence Programme](#) by the independent research agency Research Stories, was published by UCL and the British Council.

3. Purpose of the programme

- 3.1 The purpose of the first phase of the programme in 2016 was to deliver a minimum of 5,000 speakers of Mandarin on their way to a high level of fluency by 2020. This does not include native Mandarin speakers. We want to build on the success of the original programme which has delivered approximately 6,500 pupils and support schools in continuing to teach Mandarin to new cohorts working towards schools embedding Mandarin in their curriculum. The second phase of the programme will see pupils continuing their Mandarin studies post-GCSE.
- 3.2 Only pupils from state funded schools in England are in the scope of this programme. Other schools may participate but they will not receive any funding, resources or teaching support. Pupils from non-state funded schools will not count towards the aims of the programme.
- 3.3 A key requirement of the programme is to continue to implement a rigorous programme of study to the most able pupils. Schools must therefore be equipped with the resources and teaching expertise to provide this with confidence. For this reason, included within the programme budget and overall contract value, the Department will provide grant funding of £20,000 per annum for each school participating in the programme. Although we anticipate that the 75 schools under the existing programme will continue to be part of the new programme, the contractor will be responsible for selecting replacement schools from the beginning of the contract if some schools are unable to continue with the programme.

4. Structure of the programme

- 4.1. The current Mandarin Excellence Programme has built on the successful Mandarin teaching experience of schools since 2016 to create a 'hub and spoke' model for school-led delivery. Each hub school has proven experience in integrating Mandarin teaching into the curriculum and in addressing the issues of delivering Mandarin within their own communities. These hub schools are ideally placed to lead and encourage subsequent 'spoke' schools in their region joining the programme, which are often schools with less experience in delivering Mandarin. Assistance with specific

regional needs is available for spoke schools from the hubs to successfully implement the step-up of teaching required by the programme, with the hope that these schools will be able to confidently lead additional schools in the future.

- 4.2. Subject development is at the core of each school's own delivery model, which allows teachers, headteachers and schools to offer Mandarin teaching in ways best suited to their local environments. There is a diverse geographical spread of schools across the country, however there is still the potential to expand to other parts of the country where Mandarin teaching has not received the same attention in the past as in other areas. The 'hub and spoke' model has created a framework for the sustainability of Mandarin to continue in regions beyond the life of the programme.
- 4.3. From September 2021, there will be an estimated 2,000 new pupils joining the programme in each year of the contract. There is no cap on the numbers of pupils permitted to join the programme.
- 4.4. Based on the previous retention rate of 95% to Year 11 and 25% into Year 12 (95% thereafter), should 2,000 new pupils join the programme every year the estimated number of pupils in each year group in each year of the programme, including those pupils who do not continue with their Mandarin studies in KS5, will be as follows:

<u>Year Group</u>	<u>AY</u> <u>2021/22</u>	<u>AY</u> <u>2022/23</u>	<u>AY</u> <u>2023/24</u>	<u>AY</u> <u>2024/25*</u>
<u>Year 7</u>	2000	2000	2000	2000
<u>Year 8</u>	1894	1900	1900	1900
<u>Year 9</u>	1671	1800	1805	1805
<u>Year 10</u>	1341	1587	1710	1715
<u>Year 11</u>	772	1274	1508	1624
<u>Year 12</u>	81	193	319	377
<u>Year 13</u>		77	183	303
<u>Total current</u>	7760	8832	9425	9724
<u>Total Completed Y11 (no further progression)</u>	244	579	956	1131
<u>Total Completed Y13</u>			77	183
<u>Total Participating & Completed Students</u>	8004	9655	11281	12894

*To note that the extension year is subject to the Department's discretion.

5. Broad aims of the programme

- 5.1 The primary aim of the programme is to ensure that England has a regular cohort of high-potential pupils that have access to a high-quality and intensive Mandarin education, including the opportunity to progress their Mandarin and gain awareness of China's culture in order to benefit pupils and the UK at large.
- 5.2 To achieve this, the second phase of the programme has the following objectives:
 - 5.2.1 Support, retain and where needed, recruit secondary schools or the secondary phase of all-through schools rated good or outstanding by Ofsted to maintain 75 schools in the programme and place intensive focus on these schools;

- 5.2.2 Involve the rigorous study of Mandarin by highly able and motivated pupils for eight hours a week, made up of a combination of class-time teaching, after school teaching and self-study, including forms of blended/online learning;
- 5.2.3 Ensure continued recruitment and training of UK-based Mandarin teachers to contribute to meeting the needs of schools in England;
- 5.2.4 Embed effective, sustainable teaching practices that will continue to increase the number of pupils studying Mandarin beyond the funding of this project;
- 5.2.5 Provide pupils with an immersive experience of China through an intensive study visit to China for most pupils who reach Year 9 on the programme and/or through the use of digital media where travel is not permitted or possible; and
- 5.2.6 Achieve at least 9,000 pupils currently on the programme and 11,000 pupils since the beginning of the programme on track to a high level of fluency by AY 2023/24.

6. Expectations for quality of teaching

- 6.1 In addition to the above broad aims of the programme, the Contractor will also ensure the high quality of the programme by demonstrating:
 - 6.1.1 A thorough understanding of effective Mandarin teaching pedagogy to non-native Chinese speakers in school settings based on national and international evidence and considerable experience.
 - 6.1.2 A high degree of expertise and experience of developing successful professional development programmes for teachers in a relevant context, such as modern foreign languages.
 - 6.1.3 Demonstrate robust on-going evaluation of all aspects of the programme incorporating effective techniques for measuring success.

7. Expectations for meeting demand

- 7.1 The Contractor will ensure there is sufficient demand for the programme by:
 - 7.1.1 Using other public, private and voluntary sector agencies to help stimulate demand for Mandarin study.
 - 7.1.2 Work with relevant stakeholder groups to raise awareness and share good practice.
 - 7.1.3 Increase teachers' understanding of how effective teaching can engender a positive attitude towards Mandarin, combating the 'Mandarin is too difficult' culture.
 - 7.1.4 Work with Higher Education providers to ensure those institutions are prepared for the requirements and expectations for successful Mandarin Excellence Programme students to continue to study Mandarin alongside side other degree subjects, such as engineering.

8. Expectations of capacity

8.1 The Contractor will ensure that they retain sufficient capacity to:

- 8.1.1 Engage and communicate with a wide range of stakeholders both in England and China to obtain buy-in and demand for the programme.
- 8.1.2 Project manage a project of this size including managing trips to China where national travel guidance allows.
- 8.1.3 Train and assist schools with recruitment where necessary.
- 8.1.4 Put in place a robust financial assurance process to allocate grant funding to schools with financial expertise.

9. Schools participating in the programme

- 9.1 The Contractor must ensure 75 schools continue to participate in the programme. Where schools exit the programme, the Contractor must make every effort to replace them by the school term following their exit.
- 9.2 The Contractor must share guidance of the programme with schools who wish to participate in the programme. This should include, but is not limited to, explaining the benefits of the programme, how schools could structure the programme into their existing curriculum and how they will support schools through the duration of the programme. This guidance was developed as part of the initial programme.
- 9.3 All participating schools will be given £20,000 each per year to support their involvement in the programme. This will be allocated through grant funding by the Contractor from the overall value of the contract and should be included in all costings. This money will not be subject to payment by results or VAT but will be expected to be distributed with due diligence as set out within the responsibilities of the grant administration requirement set out in Schedule 5 clauses 45-48.

10. Vision of success over the length of the contract

10.1 The Department expects to see evidence of the following throughout the contract period:

- 10.1.1 The successful management and support of schools that have been recruited to transition their current syllabuses to fit the programme's rigorous model;
- 10.1.2 A successful and cost-effective promotion plan that promotes the study of Mandarin and removes barriers to the teaching of Mandarin including a significant web presence;
- 10.1.3 Maintenance of 75 schools in the programme including retaining pupils on the programme so that they reach a high level of fluency by the time they leave the programme;
- 10.1.4 Pupils have the opportunity to complete HSK III, IV and V exams within 7 years of starting the programme and the cost of each entry will fall to schools. Pupils should also complete Chinese GCSE. Where a suitable exam is available, students would be encouraged to take an A Level or equivalent;

- 10.1.5 A sufficient supply of Mandarin teachers to support all schools that are part of the programme;
- 10.1.6 Availability and take-up of teacher CPD support and an increase in the knowledge, skills and confidence of teachers teaching Mandarin. Any previously and newly developed resources by the Contractor, including teaching resources, must be available for free and accessible to all schools in England via an open source. All new resources developed as part of the programme will be owned by the Department;
- 10.1.7 A rigorous programme of study adopted by all schools in the programme. This must be at least eight hours a week, made up of a combination of class-time teaching, after-school teaching, blended learning and self-study;
- 10.1.8 A clear exit plan that would demonstrate a seamless transition between the incumbent and any potential future contractors including transitioning support for current pupils on the programme as well as the secure transition of data and assets.

11. Delivery of three intensive learning experiences (subject to travel restrictions):

11.1 The Contractor will provide intensive activities for schools consisting of:

- 11.1.1 Key Stage 3 intensive language study for both Year 7 and Year 8 consisting of activities delivered locally, through a tailored model developed by schools locally, strengthening local networks. Some of this may take the form of blended interactions between MEP schools. The Contractor will support and advise schools on the development of materials for these activities and only the language teaching time will count towards the eight hours a week total;
- 11.1.2 Year 9 residential intensive language study course in China in the summer holidays. The courses should consist of a range of intensive linguistic and cultural programmes, including an average of four hours of intensive language study per day, and totalling at least 40 hours of intensive study. Only the language teaching time will count towards the eight hours a week total.
- 11.1.3 Year 10 4 day tourism project (intensive language study) with 3 days delivered online and a full day event delivered at a local UK university, arranged by schools, supported by IOE who will assist with creating links with universities. As year 10 pupils approach sixth form and making choices for university destinations, they will benefit from enhanced exposure to a university, whether this is to continue their Chinese studies or to follow another degree path.

12. Communications and engagement

- 12.1 There is a significant communications challenge to promote the message about the purpose of Mandarin (and all languages) to pupils, parents and schools so that young people understand the benefits from pursuing a rigorous programme of Mandarin study. It is also crucial that employers and higher education institutions value this to stimulate demand for pupils to take them as part of their post-16 programme of study.
- 12.2 The Department will expect strategic communication relating to the expansion of Mandarin teaching, including engagement with sector bodies and higher education groups. The Department will have minimal input but will support this work through press notices and

other light touch media activity, such as amplifying posts on the Department's own social media channels.

- 12.3 The Contractor will have a communications and engagement strategy in place including a significant web presence. The cost of this will not exceed £100k for the full duration of the contract and will incorporate options at no additional cost. Due to current Cabinet Office restrictions around spending on communications and advertising a full business case and communications plan will need to be submitted and approved by Cabinet Office procedures to release this element of the funding. The Department recommends that this be submitted 6 weeks in advance of any activity that is due to go live. The Contractor should be aware that costed activities may not receive approval through Cabinet Office processes.

13. Programme expert group

- 13.1 The Department has convened a working group that includes serving teachers, academics and other stakeholders. The winning bidder will have a representative on this group who is responsible for overall project delivery.
- 13.2 The group will report to the Department and will:
- Decide on relevant resources to be used in the programme including textbooks, apps and websites
 - Decide on a pedagogical approach in which Mandarin teaching should be delivered;
 - Decide on how the 8 hours should be structured
 - Advise on appropriate schools to join the programme in future years
 - Provide advice on how the contractor can support schools
 - Provide advice on the teacher CPD programme
 - Give advice to the Department on performance management of the contractor.
- 13.3 The Contractor will be required to follow and implement the expert group's recommendations so far as possible.
- 13.4 It is intended that the expert group will meet before the commencement of the contract and meet at least once within the first year of the contract. Beyond this, the expert group will be called upon by the Department as necessary.

14. The specification requirements as part of the Invitation to Tender

- 14.1 For the comprehensive specification issued as part of the Invitation to Tender by the Department, please refer to **Attachment 1**.

Schedule 2
Terms and Conditions
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CLAUSE

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1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract, the following expressions have the following meanings, unless inconsistent with the context:

“Area” means the geographical area within England in respect of which the Contractor is appointed to provide the Services.

“Associated Company” means any company which is, in relation to another company, its holding company or its subsidiary or a subsidiary of its holding company. “Holding company” and “subsidiary” will have the meanings attributed to them in section 736 and 736A of the Companies Act 1985 and section 1159 of the Companies Act 2006.

“Business Days” means Mondays to Fridays (inclusive) in each week, excluding bank and other public holidays in England.

“CCN” means a Change Control Note in the form set out in schedule 6.

“Charges” means the fees subject to clause 8 payable to the Contractor for the provision of the Services calculated in accordance with schedule 3.

“Commercially Sensitive Information” means the information set out in schedule 1 comprising the information of a commercially sensitive nature relating to:

- (a) the Price;
- (b) details of the Contractor’s Intellectual Property Rights; and
- (c) the Contractor’s business and investment plans

which the Contractor has indicated to DfE that, if disclosed by the Authority, would cause DfE significant commercial disadvantage or material financial loss.

“Confidential Information” (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:

- (i) the Disclosing Party Group; or
- (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, Model Services Contract Combined Schedules v1.09A 10 know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above, but not including any Information which:
 - (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) the Recipient obtained on a nonconfidential basis from a third party who is not, to the Recipient’s knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
 - (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; Model Services Contract Combined Schedules v1.09A 11

- (iv) was independently developed without access to the Confidential Information; or
(v) relates to the Contractor's:
(1) performance under this Agreement; or
(2) failure to pay any Subcontractor as required pursuant to Clause 15.15(a) (Supply Chain Protection);

"Consortium" means an association of 2 or more persons acting together to deliver the Services but excludes Sub-Contractors.

"Consortium Agreement" means, if the Contractor is a Consortium, an agreement:

- (a) signed by all the Consortium Members as at the Effective Date; and
- (b) adhered to by Consortium Members who join the Consortium after the Effective Date by signing a Deed of Adherence

which sets out, amongst other things, how the Consortium Members will work together to deliver the Services.

"Consortium Member" means a member of a Consortium (if any).

"Contractor Equipment" means the Contractor's ICT equipment.

"Contract Period" means the start and end date of the contract as set out in Clause 2 subject to any extensions.

"Contractor's Solution" means the Contractor's proposal submitted in response to the DfE's invitation to tender attached at schedule 10.

"Contracts Finder" means the Government's publishing portal for public sector procurement opportunities.

"Copyright" means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

"Crown" means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government offices and government agencies and **"Crown Body"** is an emanation of the foregoing.

"Database Rights" means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

"Deed of Adherence" means a deed under which a new Consortium Member shall covenant with the other Consortium Members to adhere to the terms of the Consortium Agreement in either the form set out in schedule 10 or in any other form approved by DfE in writing.

"Default" means breach of the obligations of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Personnel in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

"DfE Premises" means any premises owned by, leased or hired to or otherwise controlled by DfE or which DfE nominates as such by notice in writing to the Contractor.

"DfE Security Standards" means the security standards as set out in schedule 11

“DfE Trade Marks” means proprietary trade mark rights of DfE including those notified to the Contractor by DfE from time to time.

“Dispute” means any dispute between the Parties in connection with the Contract.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 by the National Insurance (Application of Part 7 of the Finance Act 2004) regulations 2012, SI 2012/1868 made under section 132A of the Social Security Administration Act 1992.

“DPA” means the Data Protection Act 2018

“Effective Date” means **1 September 2021**.

“EIR” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to them.

“Employment Liabilities” means all actions, proceedings, costs (including reasonable legal costs), losses, damages, fines, penalties, compensation, awards, demands, orders, expenses and liabilities connected with or arising from all and any laws including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and other common law rights whether of the European Union, United Kingdom or any other relevant authority relating to or connected with:

- (a) the employment and dismissal of employees (including their health and safety at work); and
- (b) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work),

and all wages, holiday pay and employment benefit costs due in respect of (a) or (b) above, including claims for protective awards.

“FOIA” means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it.

“Force Majeure” means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (a) any industrial action occurring within the Contractor's or any of its Sub-Contractor's organisation, or otherwise involving the Personnel; or
- (b) the failure by any Sub-Contractor of the Contractor to perform its obligations under any sub-contract.

“General Anti-Abuse Rule” means:

- (a) the legislation in Part 5 of the Finance Act 2013; and

- (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“Good Industry Practice” means the standards, practices, methods and procedures conforming to the law and 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 in a similar type of undertaking under the same or similar circumstances.

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“HMRC” means Her Majesty’s Revenue and Customs.

“ICT” means information and communications technology.

“Implementation Plan” means the plan and time schedule for the completion of the obligations of the Contractor under the Contract as set out in schedule 5 as the same may be replaced by any subsequent more detailed plan and time schedule as the Parties may agree in writing from time to time.

“Initial Term” means the period from the Effective Date to **31 August 2024**.

“Intellectual Property Rights” means patents, inventions, trade-marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade and/or business names, rights in confidential information and know how, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“IP Materials” means any materials used or developed for the purposes of the Contract including any programme materials, guidance, papers and research data, results, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

“KPIs” means the key performance indicators in relation to the Services set out in schedule 4 which the Contractor shall comply with.

“Key Personnel” means any of the Personnel identified as such in schedule 7 or otherwise identified as such by DfE pursuant to clause 6.

“Key Sub-Contractor” means any Sub-Contractor identified as such in schedule 7 or otherwise identified as such by DfE.

“Material Breach” means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the DfE would otherwise derive from:

- (a) a substantial portion of the Contract; or
- (b) any of the obligations set out in clauses 9, 10, 12, 15, 17 and 33 and in schedule 8 and Schedule 11.

“NICs” means National Insurance Contributions.

“Occasion of Tax Non-Compliance” means:

- (a) any tax return of the Contractor 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:

- (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation 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 Contractor was involved in, and which was, or should have been, notified to the Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 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 Commencement Date or to a civil penalty for fraud or evasion.

“Performance Measures/Standards” means the standards which the Contractor will be measured against in respect of the delivery of the Services aligned to defined Key Performance Indicators (KPIs)

“Personnel” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, Contractors and Sub-Contractors used in the performance of its obligations under the Contract.

“Prohibited Act” means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the DfE a financial or other advantage to:
 - (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;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act;
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) the defrauding, attempting to defraud or conspiring to defraud the DfE;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification.

“Regulations” means the Public Contract Regulations 2015.

“Regulatory Body” means a government department and regulatory, statutory and other entities,

committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the DfE.

“Relevant Conviction” means a conviction for an offence involving violence or dishonesty, of a sexual nature or against minors, or for any other offence that is relevant to the nature of the Services.

“Relevant Requirements” means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

“Relevant Tax Authority” means HMRC or, if applicable, a tax authority in the jurisdiction in which the Contractor is established.

“Replacement Contractor” means any third party Contractor appointed by the DfE to supply any services which are substantially similar to any of the Services in substitution for the Contractor following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Restricted Country” means:

- a) any country outside the United Kingdom; and
- b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC

“Returning Employees” means those persons agreed by the Parties to be employed by the Contractor (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“Services” means the services described in the Specification.

“Services Commencement Date” means 1st September 2021.

“Service Credits” means the service credits specified in schedule 4 which shall be payable to the DfE by the Contractor in the event that the Service Levels are not met in respect of Services.

“Service Level” means the levels of Service defined in schedule 4.

“Service Period” means the following:

- (a) the first Service Period of the Contract shall begin on the Services Commencement Date and shall expire at the end of the calendar month in which the Service Commencement Date falls; and
- (b) after the first Service Period of the Contract a Service Period shall be a calendar month during the Contract save that the final Service Period of the Contract shall commence on the first day of the calendar month in which the Contract expires or terminates and shall end on the expiry or termination of the Contract.

“Service Users” means those receiving the Services.

“SME” means 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-sized enterprises

“Specification” means the description of the Services to be supplied under the Contract set out in schedule 1.

“Staff” means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor’s servants, agents, Contractors and Sub-Contractors used in the performance of its obligations under the Contract.

“Sub-Contract” means a contract between 2 or more Contractors, at any stage of remoteness from DfE in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Term” means the period from the Effective Date until the date the Contract ends for whatever reason.

“TFEU” means the Treaty on the Functioning of the European Union.

“Treaties” means the TFEU and the Treaty on European Union.

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“Variation” means any variation to the Contract requiring a Change Control Note to be completed in accordance with schedule 6.

“VCSE” means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.

1.2 The following notes of construction and interpretation apply to the Contract:

- 1.2.1 references to a statute or statutory provision shall, unless the context otherwise requires, include a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted or consolidated and all statutory instruments or orders made pursuant to it whether replaced before or after the date of the Contract which are in force prior to the date of the Contract;
- 1.2.2 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture;
- 1.2.3 the words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context;
- 1.2.4 the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require;
- 1.2.5 any reference in the Contract to a clause or schedule is a reference to a clause or schedule of the Contract and references in any schedule to paragraphs relate to the paragraphs in that schedule;
- 1.2.6 the clause headings are included for convenience only and shall not affect the interpretation of the Contract; and
- 1.2.7 the schedules and appendices form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules.

2. TERM

- 2.1 The Contract commences on the Effective Date and, subject to annual funding approval, as well as any provision of this Contract for earlier termination, or extension set out in this clause 2, will terminate at the end of the Initial Term.
- 2.2 The Initial term is subject to annual break clauses where the Department is required to seek onward financial approval for the next contract year. The Department will notify the Contractor with at least 3 months' notice for onward approval of each subsequent year following the first year of the Term. The Department reserves the right to terminate the contract under Clause 24.13, should funding not be available for subsequent years.
- 2.4 The DfE may extend the Initial Term for up to 12 months, subject to the sole discretion of the Contracting Authority and the availability of government funding by giving not less than 3 months' written notice to the Contractor prior to the expiry of the Initial Term.
- 2.5 The scope of this contract may be extended following future, as yet unknown, developments which fall within the scope of the original contract aims, up to a further value of 50% of the original contract value without the need to tender subject to Regulation 72 of the Public Procurement Regulations. Any such changes including revised costs would be agreed with the contractor.

3. THE SERVICES

- 3.1 The Contractor shall provide the Services in the Area in accordance with the Specification and undertake and be responsible for all obligations of the Contractor in respect of the Services.
- 3.2 The DfE may appoint other Contractors for the Services in the Area.
- 3.3 The Contractor shall, in performing its obligations under the Contract:
 - 3.3.1 conform to the requirements of the Specification and the Contractor's Solution or as otherwise agreed in writing between the Parties;
 - 3.3.2 carry out and complete the Services in a proper professional manner (taking account of the standards of a reasonably proficient practitioner) and in conformity with all reasonable directions and requirements of the DfE specified by the DfE from time to time;
 - 3.3.3 comply with Good Industry Practice;
 - 3.3.4 ensure that the Services are provided by competent and appropriately trained personnel;
 - 3.3.5 comply with the Quality Standards and where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
 - 3.3.6 comply with the KPIs, Service Levels and Service Credit requirements set out in schedule 4;
 - 3.3.7 comply with the Implementation Plan;

- 3.3.8 in so far as is reasonably practicable, comply with any policies and procedures adopted by the DfE from time to time within 14 days of the same being brought to the attention of the Contractor by the DfE;
- 3.3.9 comply with applicable law, any applicable codes of practice or governmental regulation, and monitor compliance with relevant legislation;
- 3.3.10 comply with all health and safety legislation, adopt and maintain safe operating systems of work and appropriate safety policies in order to protect the health and safety of Personnel, employees of the DfE, the Service Users and all other persons including members of the public; and
- 3.3.11 comply with all safety, security, acceptable use and other policies of the DfE from time to time notified to it and procure that the Personnel also comply.
- 3.4 The DfE may provide data and materials to the Contractor and access to systems for the purposes of providing the Services that the Contractor may use but only to the extent necessary to enable the Contractor to provide the Services.
- 3.5 All equipment and other property brought onto DfE Premises shall be at the Contractor's own risk and the DfE shall have no liability for any loss of or damage to any such equipment and property unless the Contractor is able to demonstrate that such loss or damage was caused by the negligence of the DfE.
- 3.6 Any land or DfE Premises made available from time to time to the Contractor by the DfE in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or DfE Premises as a licensee and shall vacate the same on completion, termination or abandonment of the Contract or the task in respect of which such land or DfE Premises was made available.
- 3.7 The Contract does not create a tenancy of any nature whatsoever in favour of the Contractor or any of the Personnel and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the DfE retains the right at any time to use any DfE Premises in any manner.

4. CONSORTIA

- 4.1 If the Contractor is a Consortium it shall comply with the terms of this clause 4.
- 4.2 The Contractor may appoint additional or replacement Consortium Members to assist it in carrying out its obligations under the Contract subject to compliance with clause 4.3.
- 4.3 No new person or entity may become a Consortium Member until:
 - 4.3.1 the DfE has given its prior written consent to the new Consortium Member;
 - 4.3.2 the new Consortium Member has signed a Deed of Adherence; and
 - 4.3.3 a copy of the Deed of Adherence has been given to the DfE.
- 4.4 The Contractor shall promptly inform the DfE if and how any Consortium Member breaches the terms of the Consortium Agreement.

5. TRANSFER AND SUB-CONTRACTING

- 5.0 Save as set out in this clause 5 the Contractor may not sub-contract, assign, transfer, charge the benefit and/or delegate the burden of the whole or any part of the Contract (a “**Transfer**”) without the prior written consent of the DfE.
- 5.1 If the DfE consents to a Transfer the Contractor will evidence the Transfer in writing and provide a copy of the Transfer document on request.
- 5.2 The Contractor may award Sub-Contracts with a value per annum not exceeding £10,000 without the DfE’s consent.
- 5.3 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services. The Contractor shall immediately notify the Department if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract
- 5.4 Where the DfE has consented to a Sub-Contract, copies of each Sub-Contract shall, at the request of the DfE, be sent by the Contractor to the DfE as soon as reasonably practicable.
- 5.5 The Contractor shall not terminate or materially amend the terms of any Sub-Contract without the DfE’s prior written consent.
- 5.6 The DfE may require the Contractor to terminate a Sub-Contract if the acts or omissions of the Sub-Contractor have given rise to the DfE’s right of termination pursuant to clause 23 unless the Sub-Contractor can remedy the breach to the DfE’s satisfaction within 21 days of receipt by the Contractor of written notice from the DfE requiring the Sub-Contract to be terminated.
- 5.7 The Contractor shall remain responsible for all acts and omissions of its Sub-Contractors as if they were its own.
- 5.8 If the DfE believes there are:
- 5.8.1 compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Contractor shall replace or not appoint the Sub-Contractor; or
- 5.8.2 non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the DfE may require the Contractor to replace or not appoint the Sub-Contractor and the Contractor shall comply with such requirement.
- Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain**
- 5.9 The Contractor shall:
- 5.9.1 subject to clause 5.9.7, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
- 5.9.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- 5.9.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 5.9.4 provide reports on the information at clause 5.9.3 to the DfE in the format and frequency as

reasonably specified by the DfE;

- 5.9.5 promote Contracts Finder to its Contractors and encourage those organisations to register on Contracts Finder.
- 5.9.6 Each advert referred to at clause 5.9.1 above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.
- 5.9.7 The obligation at Clause 5.9.1 shall only apply in respect of subcontract opportunities arising after the contract award date.
- 5.9.8 Notwithstanding clause 5.9, the DfE may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.
- 5.10 In addition to any other management information requirements set out in this Contract, the Contractor agrees and acknowledges that it shall, on request and at no charge, provide timely, full, accurate and complete SME Management Information (MI) Reports to the DfE including:
 - 5.10.1 the total contract revenue received directly on a specific contract;
 - 5.10.2 the total value of sub-contracted revenues under the contract (including revenues for non-SMEs/non-VCSEs); and
 - 5.10.3 the total value of sub-contracted revenues to SMEs and VCSEs.

6. PERSONNEL

- 6.1 The DfE may refuse admission to DfE Premises and/or direct the Contractor to end the involvement in the Services of any Personnel whom the DfE believes is a security risk.
- 6.2 If the DfE require the removal of any Personnel pursuant to clause 6.1, any Employment Liabilities and any other costs connected with that removal shall be at the Contractor's cost.
- 6.3 The Contractor shall use its reasonable endeavours to ensure continuity of Personnel and to ensure that the turnover rate of Personnel is at least as good as the prevailing industry norm for similar services, locations and environments.
- 6.4 The Contractor shall ensure that no person who discloses a Relevant Conviction or who is found to have any Relevant Convictions (whether as a result of a police check or through the Disclosure and Barring Service Procedures or otherwise), is employed or engaged in providing the Services without the DfE's prior written consent.
- 6.5 For each of the Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the DfE owes a special duty of care the Contractor shall (and shall procure that any relevant Sub-Contractor shall) ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service, and the Contractor shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or what would reasonably be regarded as an inappropriate record.
- 6.6 The Contractor acknowledges that Key Personnel and Key Sub-Contractors are essential

to the proper provision of the Services. The Parties have agreed to the appointment of Key Personnel and Key Sub-Contractors listed in schedule 7 as at the Effective Date.

- 6.7 Key Personnel shall not be released from supplying the Services without the DfE's consent except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar reason.
- 6.8 Any replacements of Key Personnel 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.
- 6.9 The DfE shall not unreasonably withhold consent under clauses 6.7 or 6.8. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse effect on Services which could be caused by a change in Key Personnel or Key Sub-Contractors.
- 6.10 DfE may require the Contractor to remove any Key Personnel who the DfE considers in any respect unsatisfactory.
- 6.11 The DfE shall not be liable for the cost of replacing any Key Personnel and the Contractor shall indemnify the DfE against all Employment Liabilities that may arise in this respect.
- 6.12 Except in respect of any transfer of staff under TUPE, for the Term and for 12 months after the Term neither Party shall (except with the prior written consent of the other) solicit the services of any staff of the other Party who have been engaged in providing the Services or the management of the Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at staff of the other Party.

7. TUPE

- 7.1 No later than 6 Months prior to the end of the Term the Contractor shall fully and accurately disclose to the DfE, within 30 days of the request, all information that the DfE may reasonably request in relation to the Staff including the following:
 - 7.1.1 the total number of Staff whose employment/engagement shall terminate at the end of the Term;
 - 7.1.2 the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause 7.1.1;
 - 7.1.3 the terms and conditions of employment/engagement of the Staff referred to in clause 7.1.1, their job titles and qualifications;
 - 7.1.4 details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - 7.1.5 details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union

(together the **"TUPE Information"**).

- 7.2 At intervals determined by the DfE (which shall not be more frequent than once every 30

days) the Contractor shall give the DfE updated TUPE Information.

- 7.3 Each time the Contractor supplies TUPE Information to the DfE it shall warrant its completeness and accuracy and the DfE may assign the benefit of this warranty to any Replacement Contractor.
- 7.4 The DfE may use TUPE Information for the purposes of any retendering process.
- 7.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Contractor shall indemnify and keep indemnified the DfE, the Crown and any Replacement Contractor against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which they may suffer or incur as a result of or in connection with:
- 7.5.1 the provision of TUPE Information;
 - 7.5.2 any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to EU law or otherwise) in each case arising directly or indirectly from any act, fault or omission of the Contractor or any Sub-Contractor in respect of any Returning Employee on or before the end of the Term;
 - 7.5.3 any failure by the Contractor or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the DfE or a Replacement Contractor to comply with its duties under regulation 13 of TUPE;
 - 7.5.4 any Court or Employment Tribunal claims (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Returning Employees arising from or connected with any failure by the Contractor or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - 7.5.5 any claim by any person who is transferred by the Contractor to the DfE and/or a Replacement Contractor whose name is not included in the list of Returning Employees.
- 7.6 If the Contractor becomes aware that TUPE Information it provided has become inaccurate or misleading, it shall promptly notify the DfE and provide the DfE with up to date TUPE Information.
- 7.7 This clause 7 applies during the Term and indefinitely thereafter.
- 7.8 The Contractor undertakes to the DfE that, during the 12 Months prior to the end of the Term the Contractor shall not (and shall procure that any Sub-Contractor shall not) without written approval of DfE (such approval not to be unreasonably withheld or delayed):
- 7.8.1 amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Personnel (other than where such amendment or variation has previously been agreed between the Contractor and the Personnel in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
 - 7.8.2 terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

- 7.8.3 transfer away, remove, reduce or vary the involvement of any other Personnel from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse effect on the delivery of the Services, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- 7.8.4 recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

8. CHARGES

- 8.1 Except where otherwise expressly stated in the Contract the only payments to be paid by the DfE for the performance by the Contractor of its obligations under the Contract shall be the Charges which shall be inclusive of all costs and expenses incurred by the Contractor in the performance of its obligations.
- 8.2 In consideration for the provision of the Services the DfE shall pay the Charges in accordance with the schedule 3 subject to the receipt of correct invoices pursuant to clause 8.8 being issued by the Contractor.
- 8.3 The Department shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing. For the purposes of this paragraph, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
- 8.4 Except where otherwise expressly stated in schedule 3 the Contractor shall not be entitled to increase the Charges or any rates identified in schedule 3 throughout the Term.
- 8.5 The Charges are exclusive of Value Added Tax ("**VAT**") and all other taxes, duties and levies, but shall be inclusive of all charges, costs and expenses of whatever nature the Contractor incurs in providing the Services, and performing all other obligations of the Contractor, under the Contract (unless expressly stated otherwise in the Contract). The Contractor should notify the DfE of any direct VAT charges for the delivery of the Contract. The Contractor shall identify VAT and other applicable taxes, duties and levies separately on invoices, including identifying the elements of the Charges that are subject to VAT at the standard rate or at any other rates and that are zero rated or exempt from VAT.
- 8.6 Payment of the Charges by the DfE shall be without prejudice to any rights the DfE may have by reason of any Services, or any part thereof, failing to comply with any provision of the Contract and any breach by the Contractor of the Contract shall not be deemed to be accepted or waived by the DfE by reason of such payment.
- 8.7 The DfE may deduct from or offset against any monies due or becoming due to the Contractor under the Contract (including the Charges) any monies due from the Contractor under the Contract or otherwise under any other agreement or account whatsoever.
- 8.8 Invoices shall be submitted electronically by email to accountspayable.OCR@education.gov.uk within 30 days of the end of the relevant invoicing date. To request a statement, please email accountspayable.BC@education.gov.uk. An invoice is a "**Valid Invoice**" if it is legible and includes:
- 8.8.1 the date of the invoice;

- 8.8.2 Contractor's full name and address;
 - 8.8.3 Contract reference number;
 - 8.8.4 the charging period;
 - 8.8.5 a detailed breakdown of the appropriate Charges including deliverables or milestones achieved (if applicable);
 - 8.8.6 days and times worked (if applicable);
 - 8.8.7 Service Credits (if applicable); and
 - 8.8.8 VAT if applicable.
- 8.9 The DfE shall not pay an invoice which is not a Valid Invoice.
- 8.10 The DfE intends to pay Valid Invoices within 5 days of receipt. Valid Invoices not paid within 30 days are subject to interest at the rate of 2% above the base rate from time to time of Barclays Bank. This clause 8.10 is a substantial remedy for late payment of any sum payable under the Contract in accordance with section 8(2) Late Payment of Commercial Debts (Interest) Act 1998.
- 8.11 The DfE shall not be responsible for any delay in payment caused by receipt of invoices which are not Valid Invoices and shall, within 10 Business Days of receipt, return to the Contractor for correction invoices that are not Valid Invoices together with an explanation of the need for correction.
- 8.12 At the end of the Term the Contractor shall promptly draw-up a final invoice which shall cover all Services provided up to the end of the Term which have not already been invoiced to the DfE. The final invoice shall be submitted not later than 30 days after the end of the Term.
- 8.13 The DfE shall not be obliged to pay the final invoice until the Contractor has carried out all of the Service.
- 8.14 The Contractor shall ensure that a term is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice.
- 8.15 The Department shall be entitled to withhold payment due for so long as the Contractor, in the Department's reasonable opinion, has failed to comply with its obligations to pay any Sub-contractors promptly in accordance with clause 8.14. For the avoidance of doubt the Department shall not be liable to pay any interest or penalty in withholding such payment.
- 8.16 If the DfE disputes any amount specified in a Valid Invoice it shall pay such amount of the invoice as is not in dispute and within 10 Business Days notify the Contractor of the reasons for disputing the invoice. The DfE may withhold the disputed amount pending resolution of the dispute.
- 8.17 The Parties shall use all reasonable endeavours to resolve any dispute over invoices within 10 Business Days of the dispute being raised, after which period either Party may refer the matter for resolution in accordance with clause 36.

9. TAX and VAT

- 9.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under the Contract it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax in respect of that consideration.
- 9.2 If the Services are liable for VAT the Contractor shall comply with HMRC rules and regulations. The Contractor will be liable for paying to HMRC any identified VAT including those which may fall due.
- 9.3 If the Contractor is liable to NICs in respect of consideration received under the Contract it shall comply with the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to NICs in respect of that consideration.
- 9.4 The DfE may ask the Contractor to provide information which demonstrates how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it.
- 9.5 A request under clause 9.4 may specify the information which the Contractor must provide and the period within which that information must be provided.
- 9.6 The DfE may terminate this Contract if:
- 9.6.1 in the case of a request mentioned in clause 9.4 the Contractor:
- (i) fails to provide information in response to the request within a reasonable time; or
 - (ii) provides information which does not demonstrate either how the Contractor complies with clauses 9.1 to 9.3 or why those clauses do not apply to it;
- 9.6.2 it receives information which demonstrates that, if clauses 9.1 to 9.3 apply, the Contractor is not complying with those clauses.
- 9.7 The DfE may supply any information which it receives under clause 9.4 to HMRC.
- 9.8 The Contractor bears sole responsibility for the payment of tax and national insurance contributions due from it in relation to any payments or arrangements made under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract.
- 9.9 The Contractor will account to the appropriate authorities for any applicable income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under the Contract or in relation to any payments made by the Contractor to its officers or employees in connection with the Contract. The Contractor shall indemnify DfE against any liability, assessment or claim made by the HMRC or any other relevant authority arising out of the performance by the Contractor of its obligations under the Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by DfE in connection with any such assessment or claim.
- 9.10 The Contractor authorises the DfE to provide HMRC and all other departments or agencies of the Government with any information which they may request as to fees and/or expenses paid or due to be paid under the Contract whether or not DfE is obliged as a matter of law to comply with such request.
- 9.11 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Contractor shall:

9.11.1 notify the DfE in writing of such fact within 5 Business Days of its occurrence; and

9.11.2 promptly give the DfE:

- (i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
- (ii) such other information in relation to the Occasion of Tax Non-Compliance as the DfE may reasonably require.

10. PREVENTION OF CORRUPTION

10.1 The Contractor represents and warrants that neither it, nor to the best of its knowledge any Personnel, have at any time prior to the Effective Date:

10.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; or

10.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

10.2 The Contractor shall not:

10.2.1 commit a Prohibited Act; or

10.2.2 do or suffer anything to be done which would cause the DfE or any of its employees, consultants, contractors, Sub-Contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

10.3 The Contractor shall:

10.3.1 and procure that its Sub-Contractors shall, establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

10.3.2 keep appropriate records of its compliance with its obligations under clause 10.3.2 and make such records available to the DfE on request.

10.4 The Contractor shall immediately notify the DfE in writing if it becomes aware of any breach of clauses 10.1 and/or 10.2, or has reason to believe that it has or any of the Personnel have:

10.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

10.4.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; or

10.4.3 received a request or demand for any undue financial or other advantage of any

kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- 10.5 If the Contractor notifies the DfE pursuant to clause 10.4, the Contractor shall respond promptly to the DfE's enquiries, co-operate with any investigation, and allow the DfE to audit any books, records and any other relevant documentation.
- 10.6 If the Contractor is in Default under clauses 10.1 and/or 10.2, the DfE may by notice:
- 10.6.1 require the Contractor to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
- 10.6.2 immediately terminate the Contract.
- 10.7 Any notice served by the DfE under clause 10.6 shall specify the nature of the Prohibited Act, the identity of the party who the DfE believes has committed the Prohibited Act and the action that the DfE has taken (including, where relevant, the date on which the Contract shall terminate).

11. DISCRIMINATION

- 11.1 The Contractor shall perform its obligations under the Contract in accordance with all applicable equality law.
- 11.2 The Contractor shall comply with DfE's equality and diversity policy as given to the Contractor from time to time and any other requirements and instructions which the DfE reasonably imposes in connection with any equality obligations imposed on the DfE at any time under equality law.
- 11.3 The Contractor indemnifies the DfE in full from and against all Employment Liabilities that may arise as a result of any claims brought against the DfE by any of its employees, agents, consultants and contractors ("**DfE Personnel**") and/or any of the Personnel where such claim arises from any act or omission of the Personnel in respect of anti-discrimination legislation. The Contractor will also provide all reasonable cooperation, assistance and information as the DfE may request in connection with any investigation by the DfE into any complaint or other grievance received by it from any of the DfE Personnel or Personnel in respect of anti-discrimination legislation which may have arisen from, or been contributed to by, any act or omission of the Contractor or any Personnel.

12. INTELLECTUAL PROPERTY

- 12.1 All Intellectual Property Rights in materials:
- 12.1.1 furnished to or made available to the Contractor by or on behalf of the DfE (the "**DfE IP Materials**") shall remain the property of the DfE (save for Copyright and Database Rights which shall remain the property of the Crown); and
- 12.1.2 prepared by or for the Contractor on behalf of the DfE in connection with the Contract (the "**Service Specific IP Materials**") shall vest in the DfE (save for Copyright and Database Rights which shall vest in the Crown)
- (together the "**IP Materials**").
- 12.2 The Contractor shall not, and shall ensure that Personnel shall not, use or disclose IP Materials without the DfE's approval save to the extent necessary for the performance by

the Contractor of its obligations under the Contract.

- 12.3 The Contractor hereby assigns to the DfE or undertakes to procure the assignment to the DfE of all Intellectual Property Rights which may subsist in the Service Specific IP Materials (save for Copyright and Database Rights which it hereby assigns to the Crown or undertakes to procure the assignment of to the Crown). These assignments shall be given with full title guarantee, shall take effect on the Effective Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights in the Service Specific IP Materials and shall include, without limitation, an assignment to the DfE (or the Crown as appropriate) of all rights arising in the United Kingdom and the world together with the right to sue for damages and other remedies for infringement occurring prior to the date of assignment. The Contractor shall execute all documents and do all other acts requested by the DfE and necessary to execute and perfect these assignments and to otherwise evidence the DfE's or the Crown's ownership of such rights.
- 12.4 The Contractor shall waive or procure a waiver on an irrevocable and unconditional basis of any moral rights subsisting in copyright produced by or in connection with the Contract or the performance of the Contract.
- 12.5 Any Contractor Intellectual Property, which both parties agree is in existence at the date of forming this Contract and which both parties agree, supports the performance of the Contract, shall remain in the ownership of the Contractor. The Contractor hereby grants to the Department in respect of the Intellectual Property an irrevocable, non-exclusive, royalty-free, perpetual licence with rights to grant sub-licenses. This includes any new or extended development of the product(s) which could be attributed to funding from this Contract.
- 12.6 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the DfE a non-exclusive licence or, if itself a licensee of those rights, shall grant to the DfE an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and shall include the right for the DfE to sub-licence, transfer, novate or assign to a Replacement Contractor. The Contractor shall notify the DfE of any third party Intellectual Property Rights to be used in connection with the Contract prior to their use in connection with the Contract or the creation or development of the Service Specific IP Materials.
- 12.7 The Contractor shall not infringe any Intellectual Property Rights of any third party in performing its obligations under the Contract and the Contractor shall indemnify and keep indemnified the DfE and any Replacement Contractor from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the DfE may suffer or incur as a result of or in connection with any breach of this clause 14, except to the extent that any such claim arises from:
- 12.6.1 items or materials supplied by the DfE; or
- 12.6.2 the use of data supplied by the DfE which is not required to be verified by the Contractor under any provision of the Contract.
12. The DfE shall notify the Contractor in writing of any claim or demand brought against the DfE for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Contractor.
- 12.8 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for infringement of Intellectual Property Rights in materials

supplied and/or licensed by the Contractor to the DfE, provided always that the Contractor shall:

- 12.8.1 consult the DfE on all substantive issues which arise during the conduct of such litigation and negotiations;
 - 12.8.2 take due and proper account of the interests and concerns of the DfE; and
 - 12.8.3 not settle or compromise any claim without the DfE's prior written consent (not to be unreasonably withheld or delayed).
- 12.9 Notwithstanding clause 12.8. the DfE may take any action it deems appropriate with respect to any such claim and shall have exclusive control of such claim. If the DfE takes action the Contractor shall at the request of the DfE afford to the Contractor all reasonable assistance to the DfE for the purpose of contesting such claim.
- 12.10 The DfE shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the DfE or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract subject to the Contractor indemnifying the DfE on demand and in full for all reasonable costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 12.11 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the DfE and, at its own expense and subject to the consent of the DfE (not to be unreasonably withheld or delayed), use reasonable endeavours to:
- 12.11.1 modify any or all of the Service Specific IP Materials and, where relevant, the Services without reducing the performance or functionality of the same, or substitute alternative materials or services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions of this clause 12 shall apply mutatis mutandis to such modified materials or services or to the substitute materials or services; or
 - 12.11.2 procure a licence to use and supply the Service Specific IP Materials, other relevant Intellectual Property Rights and Services, which are the subject of the alleged infringement, on terms which are acceptable to the DfE.
- 12.12 If the Contractor is unable to comply with clauses 12.11.1 and 12.11.2 within 20 Business Days of receipt of the Contractor's notification the DfE may terminate the Contract with immediate effect by notice in writing.
- 12.13 The Contractor grants to the DfE and, if requested by DfE, to a Replacement Contractor, a royalty-free, perpetual, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights the Contractor owned or developed prior to the Effective Date or otherwise not in connection with the Contract ("**Contractor IP**") and which the DfE (or a Replacement Contractor) reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided and the use and further development of the IP Materials.
- 12.14 The DfE shall comply with the reasonable instructions of the Contractor in respect of the way in which it uses the Contractor IP.

- 12.15 If the Contractor is not able to grant to the DfE a licence to use any Contractor IP for any reason, including due to any Intellectual Property Rights that a third party may have in such Contractor IP, the Contractor shall use its reasonable endeavours to:
- 12.15.1 procure that the third party owner of any Intellectual Property Rights that are or that may be used to perform the Contract grants to the DfE a licence on the terms set out in clause 12.13; or
 - 12.15.2 if the Contractor is itself a licensee of those rights and is able to do so under the terms of its licence, grant to the DfE a sub-licence on the terms set out in clause 12.13.
- 12.16 The Contractor shall not knowingly do or permit to be done, or omit to do in connection with its use of Intellectual Property Rights which are or are to be the DfE IP Materials any act or thing which:
- 12.16.1 would or might jeopardise or invalidate any trade mark application or registration comprised within the same or give rise to an application to remove or amend any such application or registration from the register maintained by the relevant trade mark registry; or
 - 12.16.2 would or might prejudice the right or title of the DfE to any of the DfE IP Materials.
- 12.17 The Contractor shall comply with the DfE's branding guidelines and shall not use any other branding, including its own, other than as set out in the DfE's branding guidelines or as otherwise agreed with the DfE.
- 12.18 When using DfE Trade Marks the Contractor shall observe all reasonable directions given by the DfE from time to time as to colour and size and the manner and disposition thereof on any materials it provides to persons in connection with the Services. The Contractor may not:
- 12.18.1 adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, any DfE Trade Mark, or unfairly competes with any DfE Trade Mark; or
 - 12.18.2 apply anywhere in the world to register any trade marks identical to or so nearly resembling any DfE Trade Mark as to be likely to deceive or cause confusion.

13. PROCESSING DATA (DATA PROTECTION ACT)

- 13.1 The Parties shall comply with the provisions of schedule 8.

14. DATA HANDLING AND SYSTEMS ASSURANCE (SECURITY)

- 14.1 The Parties shall comply with the provisions of schedule 11.

15. PUBLICITY AND PROMOTION

- 15.1 Subject to clause 16.2, without prejudice to the DfE's obligations under the FOIA, the EIR, the Regulations, or any policy requirements as to transparency, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

- 15.2 The Contractor shall use reasonable endeavours to ensure its Personnel comply with clause 15.1
- 15.3 Without prejudice to the generality of clauses 12.18 and 15.1, the Contractor shall not itself, and shall procure that Consortium Members shall not, use the DfE's name, brand or DfE Trade Marks or the Personal Data of the DfE to sell, promote, market or publicise the Contractor's other programmes, courses, services or other activities.
- 15.4 Subject to clauses 12 and 16 DfE may disclose, copy and otherwise distribute to the public, including but not limited to, by way of the Open Government Licence, any information arising out of the Services or comprised in any work relating to the Services.

16. CONFIDENTIALITY

- 16.1 Except to the extent set out in this clause 16 or if disclosure or publication is expressly permitted elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the other Party's written consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.
- 16.2 The Contractor hereby gives its consent for the DfE to publish the whole Contract including from time to time agreed changes to the Contract.
- 16.3 The Contractor may only disclose the DfE's Confidential Information to Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that Personnel are aware of and shall comply with these obligations as to confidentiality.
- 16.4 The Contractor shall not, and shall procure that Personnel do not, use any of the DfE's Confidential Information received otherwise than for the purposes of the Contract.
- 16.5 Clause 16.1 shall not apply to the extent that:
- 16.5.1 such disclosure is a requirement of law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - 16.5.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - 16.5.3 such information was obtained from a third party without obligation of confidentiality;
 - 16.5.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 16.5.5 it is independently developed without access to the other Party's Confidential Information.
- 16.6 Nothing in clause 16 shall prevent the DfE disclosing any Confidential Information obtained from the Contractor:
- 16.6.1 for the purpose of the examination and certification of the DfE's accounts;
 - 16.6.2 for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the DfE has used its resources;

16.6.3 to any other crown body and the Contractor hereby acknowledges that all government departments receiving such Confidential Information may further disclose the Confidential Information to other government departments on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any government department; or

16.6.4 to any consultant, contractor or other person engaged by the DfE provided that in disclosing information under clauses 16.6.3 and 16.6.4 the DfE discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

16.7 Nothing in clauses 16.1 to 16.6 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

16.8 The DfE shall endeavour to ensure that any government department, employee, third party or sub-contractor to whom the DfE's Confidential Information is disclosed pursuant to clause 16.6 is made aware of the DfE's obligations of confidentiality.

16.9 If the Contractor does not comply with clauses 16.1 to 16.5 the DfE may terminate the Contract immediately on notice to the Contractor.

17. FREEDOM OF INFORMATION

17.1 The Contractor acknowledges that the DfE is subject to the requirements of the FOIA and the EIR.

17.2 The Contractor shall transfer to the DfE all Requests for Information that it receives as soon as practicable and in any event within 2 Business Days of receipt:

17.2.1 give the DfE a copy of all Information in its possession or control in the form that the DfE requires within 5 Business Days (or such other period as the DfE may specify) of the DfE's request;

17.2.2 provide all necessary assistance as reasonably requested by the DfE to enable the DfE to comply with its obligations under the FOIA and EIR; and

17.2.3 not respond directly to a Request for Information unless authorised to do so in writing by the DfE.

17.3 The DfE shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other information is exempt from disclosure in accordance with the provisions of the FOIA and/or the EIR.

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

18. OFFICIAL SECRETS ACTS AND FINANCE ACT

18.1 The Contractor shall comply with the provisions of:

18.1.1 the Official Secrets Acts 1911 to 1989; and

18.1.2 section 182 of the Finance Act 1989.

19. LIABILITY

19.1 Neither Party excludes or limits its liability (if any) to the other:

19.1.1 for breach of any obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

19.1.2 for personal injury or death resulting from the its negligence;

19.1.3 under section 2(3) Consumer Protection Act 1987;

19.1.4 any breach of clause 16 (Confidentiality), schedule 8 or Schedule 11;

19.1.5 for its own fraud; or

19.1.6 for any other matter which it would be unlawful for it to exclude or to attempt to exclude its liability.

19.2 Subject to clauses 19.1 and 19.3, the Contractor shall indemnify the DfE and keep the DfE indemnified fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor or any Personnel on the Premises, including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor.

19.3 The Contractor does not exclude or limit its liability (if any) pursuant to any indemnities given by it in clauses 12 (Intellectual Property) and 9 (Tax).

19.4 Subject to clauses 19.1, 19.3 and 19.6, neither Party shall have any liability to the other under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise:

19.4.1 for any losses of an indirect or consequential nature;

19.4.2 for any claims for loss of profits, revenue, business or opportunity (whether direct, indirect or consequential); or

19.4.3 to the extent that it is prevented from meeting any obligation under the Contract as a result of any breach or other default by the other Party.

19.5 Subject to clauses 19.1 and 19.3, the maximum liability of either Party to the other under the Contract, whether in contract, tort (including negligence) or otherwise:

19.5.1 in respect of damage to property is limited to £5,000,000 in each year of the contract, in respect to any one incident or series of connected incidents; and

19.5.2 in respect of any claim not covered by clause 19.5.1, is limited in each calendar

year in aggregate to 150% of the sum of the Charges payable in that year.

- 19.6 The DfE may recover from the Contractor the following losses incurred by the DfE to the extent they arise as a result of a Default by the Contractor:
- 19.6.1 any additional operational and/or administrative costs and expenses incurred by the DfE, including costs relating to time spent by or on behalf of the DfE in dealing with the consequences of the default;
 - 19.6.2 any wasted expenditure or charges;
 - 19.6.3 the additional costs of procuring a Replacement Contractor for the remainder of the Contract and or replacement deliverables which shall include any incremental costs associated with the Replacement Contractor and/or replacement deliverables above those which would have been payable under the Contract;
 - 19.6.4 any compensation or interest paid to a third party by the DfE; and
 - 19.6.5 any fine or penalty incurred by the DfE and any costs incurred by the DfE in defending any proceedings which result in such a fine or penalty.
- 19.7 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 19.8 All property of the Contractor whilst on the DfE's premises shall be there at the risk of the Contractor and the DfE shall accept no liability for any loss or damage howsoever occurring to it.
- 19.9 Without prejudice to its liability to indemnify the Department under this Contract, the Contractor shall take out and maintain in force with a reputable insurance company the Required Insurances and any other insurances as may be required by law. The Required Insurances shall be effective in each case no later than the date on which the relevant risk commences, for the sum and range of cover as the DfE deems to be appropriate but not less than £5,000,000 for any one claim.
- 19.9.1 The contractor must hold insurance of at least £5,000,000 for the purposes of Employers' Liability Compulsory Insurance (ELCI) in respect of each and every occurrence.
 - 19.9.2 For public liability insurance for the sum and range of cover as the DfE deems to be appropriate but not less than £1,000,000 for any one claim.
 - 19.9.3 For professional indemnity insurances, for the sum and range of cover as the DfE deems to be appropriate but not less than £1,000,000 for any one claim. Such insurances shall be maintained for the Term and for a minimum of 6 years following the end of the Term.
- 19.10 The Department may review the minimum indemnity limits specified for the Required Insurances in Clause 19.9 on an annual basis. Any Change that is required to the minimum indemnity limits as a result of the Department's review shall be implemented in accordance with the Change Control Procedure.
- 19.11 The Contractor shall supply to the DfE on demand copies of the insurance policies maintained under clause 19.9.

- 19.12 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.
- 19.13 It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability it has under, or in connection with, the Contract, and any other insurances as may be required by law. The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Department, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

20. WARRANTIES AND REPRESENTATIONS

20.1 The Contractor warrants and represents that:

- 20.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- 20.1.2 in entering the Contract it has not committed any fraud;
- 20.1.3 as at the Effective Date, all information contained in the Contractor's Solution remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the DfE prior to execution of the Contract;
- 20.1.4 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might, and it is not subject to any contractual obligation, compliance with which is likely to, have a material adverse effect on its ability to perform its obligations under the Contract;
- 20.1.5 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- 20.1.6 the Service Specific IP Materials will be its original work and will not have been copied wholly or substantially from another party's work or materials provided that this clause 20.1.6 shall not apply to any IP Materials used by the Contractor under permission or licence from any other person or entity (including, without limitation, any Sub-Contractor); and
- 20.1.7 the use by the DfE of any Intellectual Property Rights assigned or licensed to it by the Contractor under the Contract will not infringe or conflict with the rights of any third party;
- 20.1.8 in the 3 years (or actual period of existence if the Contractor has been in existence for less time) prior to the Effective Date:
- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;

20.1.9 it has and will continue to hold all necessary regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and

20.1.10 it has notified the DfE in writing of any Occasions of Tax Non-Compliance or any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

21. FORCE MAJEURE

- 21.1 If either Party is prevented or delayed in the performance of any of its obligations under the Contract by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to clause 21.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.
- 21.2 If either Party is prevented from performance of its obligations for a continuous period in excess of 3 months, the other Party may terminate the Contract forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.
- 21.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Contract by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Contract may be performed despite the Force Majeure.

22. MONITORING AND REMEDIATION

- 22.1 The DfE or its authorised representatives may visit on reasonable notice to the Contractor any premises of the Contractor, any Consortium Member or any other premises at which the Services (or any part of them) are being or are to be performed to ascertain that the Contractor is conforming in all respects with its obligations arising under the Contract and otherwise to monitor and quality assure the provision of the Services.
- 22.2 During such visits, the DfE may inspect and take copies of such of the records of the Contractor and any Consortium Member as relate to the performance of their obligations under the Contract.
- 22.3 If the DfE reasonably considers that any provision of the Contract is at risk of not being complied with it may, notwithstanding and without prejudice to any other right or remedy that it may have under the Contract or otherwise:
 - 22.3.1 require the Contractor to produce a plan of remedial action in order to remedy or remove such risk, which shall be subject to the approval of the DfE (not to be unreasonably withheld) and which, once approved, the Contractor shall implement;

and

22.3.2 monitor, supervise, direct and/or guide the Contractor's provision of the Services until the DfE reasonably considers that any such risk has been remedied or removed. The Contractor shall cooperate at all times with the DfE in this regard.

22.4 If the Contractor fails to comply with any provision of the Contract or fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the DfE may instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 21 days or such other period of time as the DfE may direct.

22.5 The DfE may review from time to time the progress of the Contractor against the Implementation Plan. The Contractor shall cooperate with the DfE in this regard and provide any information and evidence reasonably required by the DfE.

22.6 The DfE may instruct the Contractor to take appropriate remedial action where the DfE reasonably considers that the Implementation Plan is not being complied with or is at risk of not being complied with and the Contractor shall take such remedial action.

23. STEP IN RIGHTS

23.1 Without prejudice to DfE's rights of termination under clause 23 the DfE may exercise one or more of the rights set out in this clause 23 ("**Step In Rights**") if:

23.1.1 there is a Default by the Contractor which materially prevents or materially delays performance of the Services or any part of the Services;

23.1.2 an event of Force Majeure occurs which materially prevents or materially delays the performance of the Services or any part of the Services;

23.1.3 a Regulatory Body has advised the DfE that exercise by the DfE of its rights under this clause 23 is necessary;

23.1.4 a serious risk exists to the health and safety of persons, property or the environment;

23.1.5 it is necessary to discharge a statutory duty; or

23.1.6 the Contractor becomes insolvent.

23.2 If the DfE has a Step In Right it may serve notice on the Contractor (a "**Step-In Notice**") that it will take action under this clause 23 either itself or with the assistance of a third party.

23.3 The Step-In Notice shall set out:

23.3.1 the action the DfE wishes to take and in particular the Services that it wishes to control (the "**Required Action**");

23.3.2 the event triggering the Step In Rights and whether the DfE believes that the Required Action is due to the Contractor's Default;

23.3.3 the date on which it wishes to commence the Required Action;

23.3.4 the time period which it believes will be necessary for the Required Action;

- 23.3.5 whether the DfE will require access to the Contractor's premises; and
- 23.3.6 to the extent practicable, the effect the DfE anticipates the Required Action will have on the Contractor's obligations to provide the Services during the period that the Required Action is being taken.
- 23.4 Following service of a Step-In Notice, the DfE shall:
- 23.4.1 take the Required Action set out in the Step-In Notice and any consequential additional action as it reasonably believes is necessary to achieve the Required Action;
- 23.4.2 keep records of the Required Action taken and provide information about the Required Action to the Contractor;
- 23.4.3 co-operate wherever reasonable with the Contractor in order to enable the Contractor to continue to provide those Services of which the DfE is not assuming control; and
- 23.4.5 act reasonably in mitigating the cost that the Contractor will incur as a result of the exercise of the Step In Rights.
- 23.5 For as long as and to the extent that the Required Action continues:
- 23.5.1 the Contractor shall not be obliged to provide the Services to the extent that they are the subject of the Required Action; and
- 23.5.2 the DfE shall pay the Contractor the Charges after subtracting any applicable Service Credits and the DfE's costs of taking the Required Action.
- 23.6 If the Contractor demonstrates to the DfE's reasonable satisfaction that the Required Action has resulted in the degradation of any Services not subject to the Required Action beyond that which would have been the case had the DfE not taken the Required Action, the DfE may adjust the Charges.
- 23.7 Before ceasing to exercise its Step In Rights the DfE shall deliver a written notice to the Contractor (a "**Step-Out Notice**"), specifying:
- 23.7.1 the Required Action it has taken; and
- 23.7.2 the date on which the DfE plans to end the Required Action subject to the DfE being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 23.8.
- 23.8 The Contractor shall, following receipt of a Step-Out Notice and not less than 20 Business Days prior to the date specified in clause 23.7.2, develop for the DfE's approval a draft plan relating to the resumption by the Contractor of the Services, including any action the Contractor proposes to take to ensure that the affected Services satisfy the requirements of the Contract.
- 23.9 If the DfE does not approve the draft plan, it shall inform the Contractor of its reasons for not approving it and the Contractor shall then revise the draft plan taking those reasons into account and shall re-submit the revised plan to the DfE for approval. The DfE shall not withhold or delay its approval of the draft plan unreasonably.

- 23.10 The Contractor shall bear its own costs in connection with any Step-In under this clause 23, provided that the DfE shall reimburse the Contractor's reasonable additional expenses incurred directly as a result of any Step-In action taken by the DfE under clauses 23.1.2 to 23.1.5 (insofar as the primary cause of the DfE serving the Step In Notice is identified as not being the result of a Contractor's Default).

24. TERMINATION

- 24.1 The DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a company and in respect of the Contractor:
- 24.1.1 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;
 - 24.1.2 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);
 - 24.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;
 - 24.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
 - 24.1.5 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;
 - 24.1.6 it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;
 - 24.1.7 being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 24.1.8 any event similar to those listed in clauses 24.1.1 to 24.1.7 occurs under the law of any other jurisdiction.
- 24.2 The DfE may terminate the Contract with immediate effect by notice and without paying compensation to the Contractor where the Contractor is an individual and:
- 24.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors;
 - 24.2.2 a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy;
 - 24.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
 - 24.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so,

in either case within the meaning of section 268 of the Insolvency Act 1986;

24.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;

24.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005;

24.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

24.2.8 any event similar to those listed in clauses 24.2.1 to 24.2.7 occurs under the law of any other jurisdiction.

24.3 The Contractor shall notify the DfE immediately in writing of any proposal or negotiations which will or may result in a merger, take-over, change of control, change of name or status including if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Taxes Act 2010 ("**Change of Control**"). The DfE may terminate the Contract with immediate effect by notice and without compensation to the Contractor within 6 months of:

24.3.1 being notified that a Change of Control has occurred; or

24.3.2 where no notification has been made, the date that the DfE becomes aware of the Change of Control

but shall not be permitted to terminate where approval was granted prior to the Change of Control.

24.4 The DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a partnership and:

24.4.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

24.4.2 it is for any reason dissolved;

24.4.3 a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator;

24.4.4 a receiver, or similar officer is appointed over the whole or any part of its assets;

24.4.5 the partnership is deemed unable to pay its debts within the meaning of sections 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or

24.4.6 any of the following occurs in relation to any of its partners:

24.4.6.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;

- 24.4.6.2 a petition is presented for his bankruptcy;
- 24.4.6.3 a receiver, or similar officer is appointed over the whole or any part of his assets; or
- 24.4.6.4. any event similar to those listed in clauses 24.4.1 to 24.4.6 occurs under the law of any other jurisdiction.

24.5 The DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor where the Contractor is a limited liability partnership and:

24.5.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;

24.5.2 it is for any reason dissolved;

24.5.3 an application 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 within Part II of the Insolvency Act 1986;

24.5.4 any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;

24.5.5 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;

24.5.6 a receiver, or similar officer is appointed over the whole or any part of its assets; or

24.5.7 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

24.5.8 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

24.5.9 any event similar to those listed in clauses 24.5.1 to 24.5.8 occurs under the law of any other jurisdiction.

24.6 References to the Insolvency Act 1986 in clause 24.5.1 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

24.7 The DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor if the Contractor commits a Default and:

24.7.1 the Contractor has not remedied the Default to the satisfaction of the DfE within 21 Business Days or such other period as may be specified by the DfE, after issue of a notice specifying the Default and requesting it to be remedied

24.7.2 the Default is not, in the opinion of the DfE, capable of remedy; or

24.7.3 the Default is a Material Breach.

24.8 The DfE may terminate the Contract with immediate effect and without paying

compensation to the Contractor if:

24.8.1 the Contractor's warranty in clause 20.1.10 is materially untrue;

24.8.2 the Contractor commits a material breach of its obligation to notify the DfE of any Occasion of Non-Tax Compliance;

24.8.3 the Contractor has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

24.9 The DfE may terminate the Contract with immediate effect and without paying compensation to the Contractor if:

24.9.1 the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;

24.9.2 the Contractor was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in the award of the Contract; or

24.9.3 the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and the Regulations which has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.

24.10 If the DfE terminates the Contract under clauses 24.7, 24.8 or 24.9:

24.10.1 and makes other arrangements for the supply of the Services, the DfE may recover from the Contractor the cost reasonably incurred of making those other arrangements; and

24.10.2 the DfE shall make no further payments to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DfE), until the DfE has established the final cost of making the other arrangements envisaged under this clause 24.

24.11 Either Party may terminate the Contract (or any part of it) at any time by giving at least 3 months' prior written notice to the other Party.

24.12 If the DfE terminates the Contract under clause 24.11 the DfE shall make no further payments to the Contractor except for Services supplied by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the DfE.

24.13 If any funding from governmental or other sources for the provision of the Services, or for a programme or a project to which the provision of the Services relates is withdrawn, reallocated or no longer available in such a way that the Contract cannot reasonably continue the DfE may terminate, amend or reduce the scope of the Contract (or any part of it) by serving 3 months' written notice on the Contractor. Please be aware that the Department also reserves the right to terminate, amend, or reduce the scope of, any agreement if there is 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.

- 24.14 If the DfE terminates the Contract under clause 24.13 the DfE shall pay to the Contractor for Services supplied prior to the termination and in accordance with the Contract, and any disengagement costs and other costs reasonably incurred by the Contractor as a direct consequence of such termination (excluding any loss of profit and any possible redundancy costs), provided that the Contractor shall use all reasonable endeavours to mitigate the amount of such costs and has provided written evidence of the reasonableness and unavailability of such costs.
- 24.15 If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the DfE in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- 24.16 If the DfE fails to pay the Contractor undisputed sums of money when due the Contractor shall give notice to the DfE of its failure to pay. If the DfE fails to pay such undisputed sums within 30 Business Days of the date of such notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the DfE exercising its rights under clause 8.7 or to Force Majeure.
- 24.17 Save as otherwise expressly provided in the Contract:
- 24.17.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- 24.17.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the DfE or the Contractor under clauses 8 (Payment), 9 (Tax and VAT), 10 (Prevention of Fraud), 12 (Intellectual Property Rights), 13 (Processing Data), 16 (Confidentiality), 17 (Freedom of Information), 18 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 180 (Warranties and Representations), 19 (Liability), 24 (Termination) 25 (Retendering and Handover), 26 (Exit Management), 27 (Audit), and 38 (Governing Law and Jurisdiction).
- 24.18 Termination by DfE if monthly Performance Standards not met
- 24.18.1 If the Contractor fails to meet any of the monthly Performance Standards in any two consecutive months, at either party's request to the other party, both parties must meet to work together in good faith to attempt to understand why the monthly Performance Standards have not been achieved and implement strategies jointly agreed between the parties to attempt to enable the Contractor to achieve the monthly Performance Standards.
- 24.18.2 If the parties agree on a strategy under clause 24.18.1 and, in the month following the implementation of the joint strategy under clause 24.18.1 the Contractor fails to achieve any of the monthly Performance Standards, DfE may terminate this agreement on 30 days' notice to Contractor.
- 24.18.3 If Contractor fails to meet any of the monthly Performance Standards in any three consecutive months, DfE may terminate this agreement on 10 Business Days' notice to the Contractor.

25. RETENDERING AND HANDOVER

- 25.1 Within 30 days of being requested by the DfE, the Contractor shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information reasonably necessary to enable the DfE to issue tender documents for the future provision of replacement services.
- 25.2 The DfE shall take reasonable precautions to ensure that the information referred to in clause 25.1 is given only to potential contractors who have qualified to tender for the future provision of the replacement services.
- 25.3 The DfE shall require that all potential Contractors treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the DfE; and that they shall not use it for any other purpose.
- 25.4 The Contractor shall allow access to the Premises in the presence of DfE's authorised representative, to any person representing any potential contractor whom the DfE has selected to tender for the future provision of the Services.
- 25.5 If access is required to the Contractor's Premises for the purposes of clause 27.4, the DfE shall give the Contractor 7 days' notice of a proposed visit together with the names of all persons who will be visiting.
- 25.6 The Contractor shall co-operate fully with the DfE during any handover at the end of the Contract including allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- 25.7 Within 10 Business Days of being requested by the DfE, the Contractor shall transfer to the DfE, or any person designated by the DfE, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the DfE.

26. EXIT MANAGEMENT

- 26.1 If the DfE requires a continuation of all or any of the Services at the end of the Term, either by performing them itself or by engaging a third party to perform them, the Contractor shall co-operate fully with the DfE and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- 26.2 The Contractor will, within 3 months of the Effective Date, deliver to the DfE, a plan which sets out the Contractor's proposals for achieving an orderly transition of Services from the Contractor to the DfE and/or its Replacement Contractor at the end of the Term (an "**Exit Plan**"). This shall include, but is not limited to, transitioning support for pupils on the programme as well as the secure transition of all data and assets.
- 26.3 Within 30 days of the submission of the Exit Plan, both Parties will use reasonable endeavours to agree the Exit Plan. If the Parties are unable to agree the Exit Plan the dispute shall be referred to the dispute resolution procedure in clause 36.
- 26.4 The Contractor will review and (if appropriate) update the Exit Plan in the first month of each year of the Term to reflect changes to the Services. Following such update the Contractor will submit the revised Exit Plan to the DfE for review. Within 30 days following submission of the revised Exit Plan, the Parties shall meet and use reasonable endeavours to agree the revised Exit Plan and the changes that have occurred in the Services since the

Exit Plan was last agreed. If the Parties are unable to agree the revised Exit Plan within 30 days, such dispute shall be referred to the dispute resolution procedure in clause 37.

26.5 If the Contractor:

26.5.1 does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Charges; or

26.5.2 reasonably incurs additional costs

the Parties shall agree a variation of the Charges.

26.6 If the DfE requests, the Contractor shall deliver to the DfE details of all licences for software used in the provision of the Services including the software licence agreements.

26.7 Within one month of receiving the software licence information described above, the DfE shall notify the Contractor of the licences it wishes to be transferred, and the Contractor shall provide for the approval of the DfE a plan for licence transfer.

26.8 The Contractor shall co-operate fully with the DfE in order to enable an efficient and detailed knowledge transfer from the Contractor to the DfE at the end of the Term and shall provide the DfE free of charge with full access to Personnel, copies of all documents, reports, summaries and any other information requested by the DfE. The Contractor shall comply with the DfE's request for information no later than 15 Business Days from the date that that request was made.

27. AUDIT

27.1 The Contractor shall keep and maintain until 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all Charges.

27.2 The Contractor agrees to make available to the DfE, free of charge, whenever requested, copies of audit reports obtained by the Contractor in relation to the Services

27.3 The Contractor shall permit duly authorised representatives of the DfE and/or the National Audit Office to examine the Contractor's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

27.4 The Contractor (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of his financial audit of the DfE and for carrying out examinations into the economy, efficiency and effectiveness with which the DfE has used its resources. The Contractor shall provide such explanations as are reasonably required for these purposes.

28. ENTIRE AGREEMENT

28.1 The Contract contains all the terms which the Parties have agreed in relation to the subject matter of the Contract and supersedes any prior written or oral agreements, representations or understandings between the Parties.

28.2 Nothing in this clause 28 shall exclude any liability which one Party would otherwise have to the other Party in respect of any statements made fraudulently.

29. PARTNERSHIP

- 29.1 Nothing in the Contract is intended to or shall operate to create a legal partnership between the Parties or to authorise either Party to act as an agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including making any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

30. WAIVER

- 30.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

31. CHANGE CONTROL

- 31.1 Either Party may at any time request in writing a Variation in accordance with the change control procedure set out in schedule 6 (the “**Change Control Procedure**”). No Variation shall be effective unless made in accordance with the Change Control Procedure.

32. COUNTERPARTS

- 32.1 The Contract may be executed in any number of counterparts, each of which so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 33.1 The provisions of clauses 7.5 and 12.6 confer benefits on a Replacement Contractor and are intended to be enforceable by a Replacement Contractor by virtue of the Contracts (Rights of Third Parties) Act 1999 (“**CRTPA**”).
- 33.2 Subject to clause 33.1, a person who is not a Party has no right under CRTPA to enforce provisions of the Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.
- 33.3 A Replacement Contractor may not enforce or take steps to enforce the provisions of clauses 7.5 or 12.6 without DfE’s prior written consent.
- 33.4 The Parties may amend the Contract without the consent of any Replacement Contractor.

34. CONFLICTS OF INTEREST

- 34.1 The Contractor shall:
- 34.1.1 not permit its obligations to its other clients and third parties (including other governmental bodies and organisations providing services to other governmental bodies) to interfere or conflict in any material way with its duty (which the Contractor hereby acknowledges) to comply with its obligations under the Contract to the required standards; and
 - 34.1.2 take appropriate steps to ensure that neither the Contractor nor any of the Personnel is placed in a position where, in the reasonable opinion of the DfE, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or any of the Personnel and the duties owed to

the DfE under the provisions of the Contract in either case, referred to in this clause 34 as a **“Conflict of Interest”**.

- 34.2 If the Contractor becomes aware of any Conflict of Interest (or potential Conflict of Interest) or other situation which has arisen or may arise and which may cause a breach of this clause 34 the Contractor shall forthwith provide full particulars to the DfE.
- 34.3 In performing its obligations under the Contract the Contractor shall conduct its business, operations and activities in a politically neutral fashion.
- 34.4 Without prejudice to the foregoing provisions of this clause 34, if any Conflict of Interest (or potential Conflict of Interest) arises or is likely to arise, the Contractor shall:
- 34.4.1 take all reasonable steps to remove or avoid the Conflict of Interest or to prevent it occurring in each case, or to manage the conflict to the satisfaction of the DfE (acting reasonably); and
- 34.4.2 give the DfE a comprehensive and detailed written statement of the action it had taken.
- 34.5 If the DfE is not satisfied with the Contractor's actions, the Contractor shall, on request by the DfE promptly end any relationship it may have with any third party, where that relationship has given rise to the Conflict of Interest (or potential Conflict of Interest).
- 34.6 Without prejudice to any other right or remedy it may have, the DfE may terminate the Contract with immediate effect by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the DfE, there is any continuing breach by the Contractor of the provisions of this clause 34.

35. FURTHER ASSURANCE

- 35.1 The Parties shall do or procure the doing of all such acts and things and will execute or procure the execution of all such documents as may be reasonably required including on or subsequent to the end of the Contract to vest in the relevant all rights granted under the Contract and otherwise to comply with its terms.

36. NOTICES

- 36.1 Any notice, demand or communication in connection with the Contract shall be in writing and may be delivered by e-mail, addressed to the recipient at its registered office.
- 36.2 The notice, demand or communication shall be deemed to have been duly served:
- 36.2.1 in the case of transmission by e-mail, where the time of transmission is not between 9.00 am and 5.00 pm, service shall be deemed to occur at 9.00 am on the next following Business Day (such times being local time at the address of the recipient).
- 36.3 If proceedings to which the Civil Procedure Rules apply have been issued, the provisions of Civil Procedure Rule 6 must be complied with in respect of the service of documents in connection with those proceedings.

37. DISPUTE RESOLUTION

- 37.1 Any Dispute shall be dealt with in accordance with this clause 37.
- 37.2 In the first instance, a representative of each Party will each use their reasonable

endeavours to resolve the Dispute. If the Dispute cannot be resolved by such representatives within 15 days of the Dispute arising, it will be referred to a senior representative of each Party, who shall each use their reasonable endeavours to resolve the Dispute.

- 37.3 If a Dispute cannot be resolved by negotiation as referred to in clause 37.2 within 30 days of the Dispute arising, either Party may refer the Dispute for determination in accordance with the mediation procedure administered by the Centre for Effective Dispute Resolution, the costs of the mediator being split equally between the Parties, who shall otherwise bear their own costs.

38. GOVERNING LAW AND JURISDICTION

- 38.1 The Contract and any non-contractual obligations arising out of or connection with it will be governed by and construed in accordance with English Law.
- 38.2 The courts of England shall have exclusive jurisdiction to settle any dispute which arises out of or in connection with the Contract.
- 38.3 If any provision of the Contract is held by any court or other competent authority to be void or unenforceable in whole or part, the other provisions of the Contract and the remainder of the affected provisions shall continue to be valid.

Schedule 3

Financials

1. The DfE shall pay the Contractor the Charges below in accordance with the Contract, subject to successful delivery of the Services against the KPIs and Service Levels set out in schedule 4. The Charges are inclusive of all expenses incurred by the Contractor in relation to its provision of the Services and unless agreed otherwise between the Contractor and the DfE, the Contractor shall not be entitled to claim any expenses in addition to the Charges.
2. The DfE may review the detailed costs set out in the Implementation Plan to ensure that the Contract is value for money.
3. Indexation shall not apply to the Charges.
4. The Contractor shall be entitled to invoice the Charges following acceptance by the DfE of satisfactory completion of the Services or, where performance of the Services will continue, either monthly in arrears or on satisfactory completion of milestones as set out in the delivery milestones, outputs or outcomes.
5. The costs in Table 1 and 2 are based on the best estimates from the supplier and that 100% of the payment by results KPIs will be met. They assume that a steady state of 75 schools is maintained throughout the lifetime of the Contract. The figures also assume that a new cohort of 2,000 pupils joins the programme each academic year at an annual retention rate of 95%.
6. Should the Contractor be required to switch between Table 1 and Table 2 costs as a result of international travel restrictions and the subsequent go/no-go decision on the trip to made before 31 January each year, expenses incurred by the Contractor will align with academic years rather than financial years as outlined in Table 1 and Table 2. Where changes need to be made mid financial year, appropriate adjustments will be agreed between the Department and the Contractor in reference to the detailed pricing schedules in Attachments 3 and 4.

Grant funding for Pupils

7. Schools

- 6.1 As grant administrator, the Contractor will be responsible for allocating and monitoring grant funding of £20,000 per annum to be paid to participating schools. £6,000,000 has been budgeted for this purpose over the life of the contract (including any extension year).
- 6.2 As part of this fixed funding to schools, a minimum of 43.3% of the budget over the life of the contract (full 4 years) has been budgeted to support schools to participate with the programme. This is subject to internal review and approval on an annual basis and includes;
8. Schools will be eligible to claim a number of additional payments, for students continued participation in years 8, 9, 10 and 11 and student participation in intensive language study activities. Payments will be paid for registered participating students each year with accompanying evidence and the mechanism for awarding these payments will be

reviewed on an annual basis by the Department, and subject to additional internal approval.

9. Schools will also be able to claim grant funding from the Contractor for students participating in intensive language courses in the UK and China, subject to internal approvals. Please see Schedule 5 Clause 5.1.7 for details of how the Contractor will manage the grant funding. These will be paid based on the number of registered participating students who attend activities as follows:
 - Year 7 and Year 8 (KS3) Chinese intensive studies
 - Year 9 Chinese intensive language study course in China (or online alternative)
 - Year 10 online intensive tourism project including full day study at a local university

Table 1 Should travel to China be permitted and possible, the DfE agrees to pay the following Charges:

Cost line (net of VAT)	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Total
Total staff costs						
Total delivery partner costs						
Total China trip option costs						
Total accommodation costs						
Total technology costs						
Total other operating costs						
Total consultancy services costs						
Total corporate overhead costs						
Profit/Operating Surplus						
Total provider delivery costs (subtotal)						
Total schools costs						
VAT for above costs						
Total contract value (excluding VAT) (total provider delivery costs plus total schools costs)						£16,400,000
Total contract value (including VAT)						£17,053,984

Table 2 Should travel to China not be permitted or possible, the DfE agrees to pay the following Charges:

Cost line (net of VAT)	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	Total
Total staff costs						
Total delivery partner costs						
Total non-trip option costs						
Total accommodation costs						
Total technology costs						
Total other operating costs						
Total consultancy services costs						
Total corporate overhead costs						
Profit/Operating Surplus						
Total provider delivery costs (subtotal)						
Total schools costs						
VAT for above costs						
Total contract value (excluding VAT) (total delivery costs plus total schools costs)						£15,525,000
Total contract value (including VAT)						£16,148,414

Schedule 4

KPIs and Service Levels

1. The objectives of the Service Levels are to:
 - 1.1 ensure that the Services are of a consistently high quality and meet the requirements of the DfE;
 - 1.2 provide a mechanism whereby the DfE can attain meaningful recognition of inconvenience and/or loss resulting from the Contractor's failure to deliver the Services; and
 - 1.3 incentivise the Contractor to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

KEY PERFORMANCE INDICATORS (KPIs) AND SERVICE LEVELS (SLs)

2. This schedule 4 sets out the KPIs and Service Levels against which the Contractor shall measure its performance.
3. The Contractor shall monitor its performance against of each of the KPIs and Service Levels listed under Table 1 and Table 2, will be required to provide progress updates to the Department detailing the KPIs and Service Levels which were achieved in accordance with the provisions of Schedule 4.
4. Where KPIs are not met, payment will be retained on a proportionate basis according to the distance away from the target.

PERFORMANCE STANDARDS/MEASURES

5. The Contractor must meet the Performance Measure for each identified KPI as set out in table 1 below within the agreed Service Period (defined Schedule 2 and within table 1)
 - 5.1 Subject to annual funding approval, the service period is defined as **1st September 2021 until 31st August 2024 (with the potential to extend for up to 12 months until 31st August 2025)**
6. The Contractor confirms that it has taken the Payment by Results Performance Measure into account in calculating the Charges. Both Parties agree that the Payment by Results Performance Measure is a reasonable method of adjusting the Charges to reflect poor Contractor performance.
7. The Contractor will be expected to meet/comply with all Service Levels as set out within table 1 below.

CONTRACTOR

8. The management fee attributed to the Contractor over the four years of the contract has been linked to achievement of the KPIs in Table 1. The allocation of payment by results formulas are subject to the successful Contractor's solution and will be subject to internal approval on annual basis and before any potential extension year. The Department reserves

the right to review and amend KPIs and the associated payment by results formula. A repeated failure to meet the required performance level for the Service Levels in Table 2 will be considered as breaches of this contract and under term 24.18, the Authority will be entitled to terminate this contract on 30 days written notice.

PAYMENT BY RESULTS

10. [REDACTED] % of the total supplier price (excluding payments to schools) for the 4 year programme will be subject to Payment By Results, broken down in the following manner:

Year 1: [REDACTED]

Year 2: [REDACTED]

Year 3: [REDACTED]

Year 4: [REDACTED]

Each annual component will be broken down by the KPIs and weighted as per the table below.

Table 1 KPIs

Please note that where KPIs are not met, payment will be retained on a proportionate basis according to the distance away from the target. For example, should the China trip go ahead and 2000 new Year 7 pupils are recruited in September 2021, the Department will pay out £40,874 in January. Should the trip go ahead and but only 1800 Year 7 pupils are recruited in September, the Department will pay out £36,786.60 to UCL in January (90% of the KPI total).

KPI	Measurement Period	Month due	Performance Measure	Monitoring method	% of annual PBR
1. Recruitment of 2,000 participating pupils per Year 7 cohort from 2021-2024.	At the start of each academic year	January	Number of pupils per year 7 cohort each year	Measured by Unique Pupil Number (UPN) ¹ tracking throughout the entire contract. The Contractor is responsible for establishing UPN numbers and tracking the data year on year.	20%
2. Retention of 75 schools and 90% of their pupils each year in Years 8 -11 throughout the lifecycle of the programme.	Monthly reporting on status of all schools and annually on pupil numbers.	Equal instalments of 10% of annual PBR in September for school retention and 10% of annual PBR in May for pupil retention	Number of schools and pupils retained on the programme per year	Each pupil is measured by Unique Pupil Number (UPN) tracking. The Contractor is responsible for collecting UPN numbers for each pupil on the programme from schools and tracking the data year on year. The Department will hold current tracking UPNs for all those pupils who have participated in the programme.	20%
3. 90% of participating schools report that they are more confident in delivering a rigorous model for teaching Mandarin.	Annually	August	Feedback from participating schools	Measured by an annual independent evaluation.	10%

¹ Overview of UPNs found here: <https://www.gov.uk/government/publications/unique-pupil-numbers>

KPI	Measurement Period	Month due	Performance Measure	Monitoring method	% of annual PBR
4. 80% of pupils across participating schools report that they enjoy being part of the programme and learning Mandarin.	Annually	August	Feedback from pupils on the programme	Measured by a pupil survey as part of an annual independent evaluation.	10%
5. Increase awareness of the MEP and establish agreement that it is important for pupils to learn Mandarin among schools, Higher Education Institutions and employers.	Annually	August	Reach of communications activity across all channels.	Communications channel measurement (e.g. media coverage, website visits, social media and other relevant digital channel metrics) monitored at source by the MEP Communications team. Increased awareness among schools will be measured by an annual independent evaluation.	0%
6. Compliance with the implementation plan for the delivery of a programme of intensive language study activities (including China).	Monthly	Equal instalments in February, March, April, May, June and July	Delivery according to the implementation plan. Monthly reporting evidencing progress made with arrangements for the trip from February to July inclusive. (The DfE will advise by 31 st January of each year as to whether China will go ahead in the July of each year. This KPI will be updated with alternative experiences that can provide the same or increased level of	Department monitoring of progress against implementation plan. Pupil satisfaction as reported in the independent evaluation report relating to intensive study activities.	10%

KPI	Measurement Period	Month due	Performance Measure	Monitoring method	% of annual PBR
			intensive learning where travel is not permitted by government guidelines).		
7. Pupils reach a high level of fluency in Mandarin.	Annually linked to Hurdle tests and/ or other relevant assessments	August	80% of pupils achieve a 'good grade' in the following results at annual tests, HSK, GCSE, and A levels	A good grade will be defined as: 80% of MEP pupils achieve 50% or more in the hurdle tests 50% of MEP pupils achieve 60% in HSK exams 90% of MEP pupils achieve Level 5 in GCSE, subject to review in future years pending impact of Covid-19 on GCSE results. A good grade at A level will be defined pending revisions currently taking place on the Pearson/Edexcel A level and this KPI will be updated accordingly.	15%
8. Offer to at least 20 PGCE Language places to post-graduates who apply to participate in the IOE Mandarin Chinese PGCE each year.	Annually	August	At least 20 trainee teacher trainees per academic year offered places.	Management reporting evidencing number of teachers.	10%
9. Increase the proportion of participating pupils from disadvantaged backgrounds over the length of the contract.	Annually	August	Fulfilment of the implementation plan set out in Schedule 5 which aims to improve participation of pupils who are considered to be from disadvantaged	Baseline to be established and agreed upon in the first year of the contract based on numbers of disadvantaged pupils from previous contract. Annual reviews will be undertaken against this baseline position. Each pupil is measured by Unique Pupil Number (UPN) tracking. The Department holds the pupil	5%

KPI	Measurement Period	Month due	Performance Measure	Monitoring method	% of annual PBR
			backgrounds. Pupils are defined as disadvantaged if they are known to have been eligible for free school meals at any point in the past six years (from Year 6 to Year 11), if they are recorded as having been looked after for at least one day or if they are recorded as having been adopted from care. This information will be provided by the Spring School census.	disadvantage data which it will match to the UPNs provided by the Contractor for monitoring purposes. The Contractor will share correct UPNs for all those pupils who have participated in the programme with the Department, so DfE can produce this metric This will also be captured within the annual independent evaluation report.	
					Total: 100%

Table 2 Service Levels

Service Level	Measure	Compliance
Reporting and Meetings	Monthly reporting: submit a monthly programme report by the third Business Day of the month, including any exception events within this report.	100% - DfE monitoring
	Contractor meetings – monthly	
	Contractor meetings with the Departmental Senior Responsible Officer – quarterly	
	Development and operations meetings – as required	
Administration/Communication	In delivering the Services offer a responsive and supportive service to schools.	
	Respond to 100% of queries from schools and correspondence within 3 Business Days of receipt.	
Finance	Ensure that invoices are submitted to DfE within 10 Business Days of the end of the relevant charging period/completion of the activity.	
	Ensure that payments to schools are made within 10 Business Days following receipt of grant funding applications/ evidence of grant spending from schools.	
Commercial Management	Ensure that Change Control Notes are signed by both Parties prior to any additional work being undertaken (DfE or Contractor to ensure paperwork is issued in a timely fashion when change required).	
Complaints	Ensure that all administrative Personnel are aware of and abide by relevant complaints procedures.	
	Main management contact to report all complaints orally and in writing to DfE within 3 Business Days.	
Records and questionnaires	Ensure that all records are maintained and kept up to date throughout the Term. Records must be updated within 5 Business Days of a request being made or an event taking place (subject to system availability).	
	Support schools to ensure the independent evaluation is completed annually.	
Delivery	Supply appropriate equipment to support the delivery of the Services at any face-to-face events.	100%- Questionnaire records
	Suitability of venue: events take place in venues and facilities which are relevant to the day.	100%-Event questionnaires
	Training shall take place in rooms which are suitable for the size of groups and set up in the style appropriate to the event	
Workshop Events	ICT should be adequate and meet the minimum specification of the course.	
Evaluation	Contribute to the evaluation of the effects of its delivery by reviewing Service User satisfaction, learning outcomes, improvements in schools/school systems, and the commissioning of impact studies.	

Schedule 5

Implementation Plan

1. The Contractor shall provide the Services in accordance with the Implementation Plan set out below.
2. The Implementation Plan shall be sufficiently detailed as is necessary to manage the Services and any proposed changes are subject to the Change Control Procedure.
3. The Contractor shall be responsible for implementing and managing the Services and for taking all such steps as may be necessary so as to ensure that from the Service Commencement Date the Contractor is able to provide the Services:
 - 3.1 in accordance with the provisions of the Contract; and
 - 3.2 in a manner that maintains the continuity of Services to the DfE.
4. The Contractor shall monitor its performance against the Implementation Plan and report to the DfE monthly (or more frequently if so required by the DfE) on its performance.
5. The programme will be managed through:
 - 5.1 monthly contract meetings between the DfE team and the Contractor to address ongoing implementation issues;
 - 5.2 monthly internal Contract and Grants Boards within the Department, at which DDs hold each team to account for programmes funded by the directorate's contracts and grants; and
 - 5.3 quarterly programme boards, chaired by a senior DfE official. These will hold the Contractor to account for progress against the agreed KPIs and budget and monitor ongoing and new risks.
6. The role of the **DfE policy team** is ensuring that the Minister's policy concept is translated into practical implementation and that Ministers' ongoing views are taken into account as the programme develops; monitoring contractor performance and holding them to account, including ensuring the expert panel group recommendations are implemented; and reporting to the Minister on progress of the programme and performance of the Contractor, including on implementing expert group recommendations.
7. The **expert panel** is appointed by the Minister and convened by the department to provide independent Mandarin expertise to the programme board. The supplier will be required under the contract to follow and implement the expert group's recommendations so far as possible. The expert group will meet at least twice within the first year of the contract. Beyond this, the expert group will be called upon by the Department as necessary. The group includes serving teachers, academics and other stakeholders whose role is to advise on:
 - relevant resources to be used in the programme, including textbooks, apps and websites;
 - the pedagogical approach to Mandarin teaching used on the programme;
 - how the 8 hours a week should be structured;
 - criteria for schools to join the programme;

- how the contractor can support schools;
- the teacher CPD programme; and
- the performance management of the contractor.

Project management arrangements

8. Programme responsibilities – UCL IOE

- Leadership and project management
- School management, recruitment, and grant administration
- Contract, financial, and supply chain management
- Research & evaluation
- School Mandarin curriculum and pedagogy support
- Development and quality assurance of teaching resources and teacher training
- Development of regional Mandarin hubs and initiatives to reduce barriers to studying Mandarin
- KS3 and Year 10 UK intensive learning
- Hurdle test development and administration
- Year 9 intensive learning in China:
 - Teacher training
 - Flight bookings & Management
 - Student data capture and data sharing
 - Pre-departure School Coordination
- Year 9 intensive learning non-China:
 - Teacher training (planning)
 - Intensive learning teacher training (delivery)
 - Project Based resource development
- Wider stakeholder engagement.
- School visits & observations.

9. Programme responsibilities – British Council

- Marketing & communications
- Events for students and parents – e.g. pathways with Mandarin
- Year 9 intensive learning in China – physical and/or virtual
- Stakeholder and relationship management in China
- Securing income in kind to cover China trip expenses
- Intensive learning risk assessment, quality assurance logistics and support for schools in China
- Intensive learning China pre-departure school meeting

10. Programme responsibilities – MEP Schools

- Lead on delivery of the programme of study.
- Ensure that MEP pupils study for 8 hours per week throughout the academic year, made up of a combination of timetabled class-time teaching, after-school teaching and self-study including forms of blended/online learning.
- Employ a teacher of Chinese.
- Embed effective, sustainable teaching practices.

- Continue recruiting MEP students in Year 7.
- Implement a rigorous programme of study for the duration of the programme.
- Retain pupils on the programme so that as many as possible achieve a high level of fluency in Mandarin Chinese.
- Ensure pupils already participating in the programme seamlessly continue with their MEP studies into 2021/22 and beyond.
- Ensure that MEP students participate in all MEP learning and assessment activities that contribute towards their 8 hours of study, including intensive study in all year groups as specified by IOE and the British Council.
- If selected to be a hub school, support and advise established MEP schools in their hub cluster with matters relating to the ongoing effective delivery of MEP.
- Work with the delivery partnership in their approach to removing barriers for schools who are new to, or are not yet, delivering Mandarin.
- Ensure delivery and use of funds are in accordance with the grant funding agreement.
- Organise KS3 intensive study and Year 10 intensive study visits to a university

Delivery structure

11. Engaging and supporting the existing MEP schools will be key to programme sustainability and continued impact. UCL IOE will organise schools-led MEP headteacher meetings each term, chaired by an MEP headteacher both to disseminate information about the programme and to provide collaborative strategic guidance and feedback from the headteachers. UCL IOE and the British Council will provide annual MEP communication packs for use in governor and parents' meetings.
12. The original role for hubs was to implement the step-up of teaching required within the first year of the programme and to be able to lead additional new schools in following years. This 'hub and spoke' model will continue as part of the second phase of the programme for delivery and development. Schools will provide pupils with 8 hours of intensive Mandarin learning per week, comprising 4 taught hours and 4 hours of self-study. Delivery models will differ slightly across schools. Most schools will timetable at least one taught hour after the normal school day, while some will also opt for early morning (tutor time) lessons.
13. Encouragement and support will be given to schools via termly teacher meetings and by individual communication and via the online classroom platform Edmodo. The potential for regional school hubs to deliver some of the requisite taught hours collaboratively online will be explored, whether through a regular short session or a whole-day off-timetable intensive study event shared across schools. Regional hubs will also be encouraged to share teaching and expertise in the sixth form, allowing students to stay on the programme even where class sizes are small.
14. Current support relationships with and between all schools will continue uninterrupted and be further developed, emphasising collaborative delivery and sustained innovation in teaching and learning. The existing school hub model will be strengthened and mutual collaboration and support between schools further promoted and facilitated. Experienced lead teachers in hub schools will continue to lead on school hub events. The termly teacher meetings will provide dedicated time for regional colleagues to plan together. Where a school's leadership

changes, UCL will engage proactively with the new SLT for the first year, with the support of the headteacher from the hub school in the region.

Performance reporting

15. All pupils will take standardised hurdle tests at the end of each year, set by curriculum experts at UCL IOE and approved by the programme expert panel. The test formats established for Years 7, 8 and 9 are designed to provide GCSE-relevant skills development through key stage 3 and are set based on clearly defined vocabulary and grammar lists. Students will sit listening and reading tests through an innovative online platform. Speaking and writing tests will be teacher-marked and moderated by IOE. All teachers will receive training on a standardised approach to marking. There will be no speaking component for the Year 9 hurdle test, acknowledging finite staffing capacity in schools, however it will be recommended that Year 9 pupils take part in relevant speaking competitions to enhance their speaking confidence. Students will sit the HSKIII test in Year 10 and GCSE in Year 11. In order to encourage participation where continuation of study post-GCSEs will be possible, updated guidance for sixth form pupils will be created and shared with schools. For these pupils in Years 12 and 13, students will have two possible pathways to follow for progression in Mandarin:
 - 15.1 For those not continuing to do a Level 3 qualification, HSK 4 is encouraged. This could be taken at an appropriate point during Year 12 or 13 as there are a number of testing windows.
 - 15.2 For those continuing to do a Level 3 qualification, Mandarin A level or IB will be available. HSK 4 or 5 is optional for those pupils who also wish as this would enable them to apply for scholarships to study in China.
16. In addition to the above, a China or Chinese-related EPQ is available as another possible option for some students who would benefit from a research-based approach to their studies.
17. In order to monitor pupil progress towards achieving a high level of fluency, MEP hurdle test result data will be submitted to the department annually. Hurdle test results for Years 7, 8, 9 and 10 will be collated after moderation in July and submitted to the Department prior to summer recess for the House of Commons. A complete cleansed data set will be submitted to the Department by the end of August. Success will be measured against the definition of a 'good grade' as defined in the KPI table, acknowledging that due to learning lost in AY2020/2021 and current issues with the Mandarin A level examination, this definition may change over time. Pupil level data will be submitted to the Department in a longitudinal pupil dataset. Due to summer holiday closures, Year 11 results (GCSE grades) will be collected from schools and submitted to the Department in September of each year.

School and teacher quality assurance

18. To ensure high-quality provision across the network, UCL IOE will conduct support visits to schools in person and engage with staff online as appropriate. Classroom observations will continue to form a key part of a formative support strategy promoting a high quality of teaching, both face-to-face and online. Systematic records of interactions with each school, will enable IOE to track school engagement and give specific, constructive feedback, as well as recommendations for ensuring long-term pupil engagement in the relevant school context.

IOE will also routinely identify and monitor challenges affecting delivery and provide practical guidance and follow-up until resolved.

19. As part of routine quality monitoring, each year IOE will identify examples of successful MEP delivery practice to share with other schools, including:
 - Successful timetabling solutions
 - Successful student recruitment approaches
 - Successful intensive learning arrangements
 - Successful parent engagement
 - Effective support for students from disadvantaged backgrounds
20. These will be disseminated alongside the case studies already published on the MEP webpages and shared in the British Council's communications pack for schools.
21. Selected schools will be asked to complete a more comprehensive, whole-programme case study including practical considerations and challenges overcome. Student voice will form part of each case study to ensure that other schools can gain the maximum benefit from students' own experience and feedback.
22. To maintain a stable number of MEP schools overall, potential MEP schools will continue to be identified through contact with current MEP schools, DfE recommendations and through expressions of interest. A rolling shortlist of interested schools will be kept, allowing replacement schools to be selected if some schools are unable to continue with the programme. New schools will follow an established recruitment and induction procedure. IOE will continue to provide induction workshops and materials for new staff and new schools with increased focus on supporting disadvantaged students.
23. IOE will continue to anticipate and respond to teachers' training needs. Training content will continue to be adapted to meet each new development in MEP teaching and learning, targeting relevant schools/teachers as needed. Upcoming training will prioritise equipping teachers to deliver HSKIII and GCSE confidently at KS4, while planning ahead for KS5 progression. Technology will be used to optimise day-to-day support for all schools, while a blended approach to whole-network CPD will be adopted.
24. MEP teachers include increasingly specialised Mandarin teaching experts, so teacher-led training and active sharing of good practice will be facilitated. Quality learning materials will be routinely identified and shared on IOE CI's Mandarin Resources for Schools website, MARS. Leading teachers will continue to be invited to contribute successful and innovative practice at MEP and other IOE training events, and experienced delivery staff will be offered formalised opportunities to gain MEP Expert Teacher status. Expert teachers will be expected to engage with IOE's existing research-based CPD programmes and to contribute to MEP teacher training events, ensuring that all MEP teachers receive ongoing training that is practical, up-to-date, and research-based. Teachers wishing to pursue this route will have access to leadership and/or research methodology training provided by IOE.
25. Regional MEP school collaboration and mutual teacher training opportunities between MEP schools will be crucial to the continued impact and ongoing innovation of the programme. To

support school leadership in exploiting this aspect, IOE will develop and promote practicable models for schools to benefit from working relationships with suitable regional university departments. Existing models such as the Northern Hub initiative with the University of Leeds, which supports MEP schools in the North of England, will be encouraged in other regions, helping school hubs to overcome potential barriers to deliver events including inter-school student competitions and cross-school intensive study events.

Hosting and use of digital resources

26. IOE's Mandarin Resources for Schools (MARS) platform will be used to host resources for teachers, pupils and parents.² MARS enables users to find resources by keyword or filter using a simple search interface. Materials can be filtered specifically for MEP, and filtered further by qualification, type of resource, topic, and language skill. MARS makes all resources free and accessible to all schools in England in perpetuity, forming part of the programme's legacy, and parents will receive a link to the platform through the British Council's schools communications pack. The platform will be made available in line with DfE Security and IT standards as it is open source, there will be no collecting, controlling or processing of any personal information or data from any user accessing the platform. Before any resources are hosted on MARS, they undergo rigorous quality assurance by subject experts to ensure content is relevant, current, and of a suitable standard for classroom use. There is no additional separate cost for UCL IOE to host these resources online.
27. Resources developed under the previous contract and hosted publicly on the IOE website include student projects, MEP teaching films, intensive study materials, case studies and schemes of work. Based on teaching needs in Key Stages 4 and 5, further resources will be developed by IOE including more guided self-study materials (the student projects) to support students' independent learning. New resources will target specific skills based on analysis of longitudinal MEP test data. IOE will continue to author the student projects to support independent learning, while training teachers to use these to promote learner independence. The potential of a flexible shared teaching and learning platform will be explored to ascertain how this could help to standardise the quality of delivery across all MEP schools.

Developing teaching capacity

28. UCL IOE will support Mandarin teachers with consistently high-quality and innovative training. This will incorporate the IOE Secondary PGCE Languages Mandarin Pathway, the Mandarin Teachers' eforum with more than 1,200 members, the Chinese Teachers' Annual Conference and the annual programme of CPD. This CPD, open to all UK Chinese teachers, will be flexible, incorporating year-long and shorter courses, reflecting current pedagogy. The core three strands that comprise the UCL IOE national teacher training programme are as follows:

ITT Provision

29. As an in-kind contribution to MEP, supporting initial teacher training (ITT) and developing teaching capacity for MEP, IOE will offer 20 PGCE Mandarin Language places to post-graduates who apply to participate in the IOE Mandarin Chinese PGCE each year, including those who have studied Chinese at university, those who have lived in China, native speakers of Chinese and the Chinese-speaking diaspora including speakers from Taiwan, Singapore and Malaysia. This innovative pathway, providing significant Mandarin-specific pedagogy and placements in MEP schools with strong Chinese teaching, will maximise the impact of student teacher ITT. In 2020, 65% of graduates went to work in MEP schools and they all join a PGCE Alumni network, which shares best practice.

² See [Mandarin Resources for Schools \(MARS\) | IOE Confucius Institute](#) for more detail.

National in-service CPD programme

30. As an in-kind contribution to MEP, the UCL IOE national Teacher Training CPD Programme will consist of longer courses with certification and workshops and seminars designed to inspire teachers and develop quality sustainable practice. Delivery will be offered flexibly in face-to-face, online and blended learning formats, working with UCL digital colleagues to provide high-quality online content and wider access for teachers. This provision is core IOE Confucius Institute delivery and complements MEP specific CPD. It is not funded by the MEP.
31. There will be core annual courses alongside shorter workshops and seminars reflecting input from evidence-based needs analysis from teachers and headteachers in line with recommendations from the programme expert panel and referring to guidance from NCELP, who currently supply the department's MFL language teaching hubs. Directly supporting MEP delivery will be an Early Career programme for our PGCE graduates' first year of work (NQT) to strengthen and sustain their teaching career. Additionally, IOE's Mandarin Upskilling Programme will provide another sustainable pathway for MEP schools to ensure quality teaching beyond 2025 by upskilling existing teachers of other languages to deliver Mandarin lessons at KS3 in their schools. Shorter workshops support current needs around subject knowledge, pedagogy and assessment.
32. The UCL IOE annual Chinese Teaching Conference will deliver teacher-led workshops, embedding quality teaching practice, strengthened by six plenaries emphasising effective practice grounded in research evidence. It is recognised that there is a gap between research and classroom practice³. Therefore, the approach of UCL IOE will be to encompass what is being done globally, in languages generally and Chinese specifically, linking with Chinese teaching research in the UK, Australia and the US to maximise impact of the CPD. They will support classroom-based research through a subject experts' micro-programme which provides experienced, qualified Mandarin teachers with the opportunity to strengthen and share their pedagogical and subject knowledge through classroom-based enquiry to improve pupil outcomes. Participants in the micro-programme work in groups based around research areas including learning strategies for correct Chinese tone identification and production and developing learners' competence in Chinese character production.

MEP-specific CPD

33. MEP teachers will have the opportunity to profit from programme-specific CPD, providing opportunities for teacher-led input to maximise impact, using classroom-based evidence from MEP delivery. This will build teacher capacity to lead on professional development and is unique to the programme. UCL IOE will expand this innovative approach through regional hub-specific training alongside London-based meetings. By supporting regional training and developing guidelines for exchange, IOE will ensure consistent quality of training whilst creating self-sustaining regional networks that can develop beyond MEP.
34. In line with recommendations from the expert panel, IOE will support schools by developing quality materials and curricula and sharing school-specific delivery models and teacher-generated materials. These will be shared on the online classroom platform Edmodo and MARS (Mandarin Resources for Schools), IOE Confucius Institute's (CI) unique platform. To build on programme legacy, IOE will deliver MEP student projects and cross-curricular projects embracing GCSE, HSKIII-V and Extended Project Qualifications (EPQs) and will develop innovative platforms facilitating blended teaching. IOE will also broker the provision of subject-specialist teaching assistants from IOE CI partners at Peking University and the Centre for Language Education and Cooperation, who will support material creation and delivery in class and online, innovatively ensuring each assistant impacts multiple schools.

³ [About researchED | A day of information-sharing and myth-busting.](#)

35. National and MEP Teacher Training Plan for 2021-2025

National Programme (available to all teachers - not funded by the MEP but complements delivery of the programme)
<p>Mandarin Pathway MFL PGCE (annual)</p> <ul style="list-style-type: none"> - Subject-specific input from IOE CI experts - School visits providing targeted support for student teachers - Support for Mandarin Subject Mentors in school - Masters-level training in pedagogical research methods - Linking theory to practice - In-school action research dissertations <p>Annual Chinese Teaching Conference</p> <ul style="list-style-type: none"> - 2 days - 6 plenaries with national and international speakers - 30 teacher-led workshops - Exhibition of resources to support Mandarin teaching and learning (including overseas study providers, educational book providers, digital content providers) <p>Core Courses (delivered annually): NQT Early Career Micro Programme (year-long course, blended learning) Mandarin Upskilling Programme (three-year course, blended learning)</p> <ul style="list-style-type: none"> - Online course development and provision - Face to face workshops throughout the year - Intensive Study <p>Subject Expert Micro Programme (year-long course, blended learning) Early Leader's Course (year-long course, blended learning: on demand)</p> <p>One Day Workshops, Seminars and Collaborative Events: Schools and Universities Day [with >20 Universities from England, Scotland and Wales- repeated every 2 years] Exams Input Workshop x2 (GCSE and KS5) [with AQA & Edexcel Examination Boards] (x2) Skills-based Workshop x2 (speaking/listening; reading/writing; teaching characters) Pedagogy-based Workshop (grammar, behaviour management et al) Innovative Thinking Workshop (use of technology, project-based learning et al)</p> <p>[other workshops will be added in response to teacher demand and as opportunities arise, in keeping with a flexible approach]</p> <p>(the above to be delivered in different formats- online, face-to-face, blended, as appropriate)</p>
<p>MEP Specific Programme (private to MEP teachers, in addition to the National Programme)</p> <p>One Day Workshops and Seminars: Termly national network training meetings Workshops tailored to individual school cohorts Specific training needs anticipated for each new year group 1 day face-to-face or 2 virtual sessions New learning styles explored, good practice shared Promoting teacher confidence in collaborative online teaching HSK Training for MEP teachers Use of MEP-specific Technology Training</p> <ul style="list-style-type: none"> - Guidance for accessing MEP platforms - e.g. Edmodo for network contact, GoChinese for hurdle test access - Individual walk-throughs for less tech-savvy teachers

MEP School Visits

- SLT discussions
- Lesson observations and targeted feedback from subject experts
- Communication strengthened
- Feedback to MEP team on common themes arising, to inform national training

MEP Intensive Study - Teacher Training in China by IOE ITT and IOE CI experts

Leeds University Northern Hub and other Regional Hubs

- Model for regional school/university collaboration
- Intensive study events for multiple schools (KS3)
- Regional "teach-meet" events with masterclass observation and discussion
- New learning styles explored, good practice shared
- Termly regional network training meetings

Intensive study events

36. For pupils of all abilities, intensive study events have been identified as a key motivator for staying on the MEP⁴. The table below gives an overview of the intensive study events each student will experience on the programme from September 2021:

MEP Year Group	Intensive Study Model
Years 7 and 8	In-school or inter-school intensive study days: <ul style="list-style-type: none"> - Consisting of activities delivered locally, through a tailored model developed by schools locally, strengthening local networks. - Delivered by teachers or local providers - Designed to motivate pupils and consolidate language foundation
Year 9	Intensive learning in China (or online if there is no event in China) <ul style="list-style-type: none"> - See below for more details of the physical trip and the online alternative
Year 10	Blended intensive learning in the UK <ul style="list-style-type: none"> - 3 days delivered by IOE online via school hubs - One full day event delivered at a local UK university - Self-guided online tourism project work over four days; pupils create a viable marketing campaign in Mandarin - Designed to enhance pupils' relevant topical language and transferable professional skills - Competitive group work aspect

37. Two-week residential intensive-learning courses in China will be delivered for students in Year 9. UCL IOE and the British Council have experience delivering large residential intensive-learning courses in China. International trips with a strong language and cultural design are known to have an impact on reinforcing pupil language learning, offering unique and sometimes life-changing experiences with positive impact on confidence, resilience and intercultural outlook. The features of the linguistic and cultural programmes of these residential events include:

- delivery across five to ten cities;

⁴ See [Mandarin Excellence Programme Evaluation Report 2019-2020](#).

- an average of four hours of language learning per day, totalling 40 hours, hosted in prestigious Chinese universities using student residential facilities for accommodation and classroom facilities for lessons;
 - immersive experiences to practise language skills through real-life activities e.g. interviewing locals in a park, market shopping and haggling or navigating the public transportation system to visit different neighbourhoods;
 - a range of evening and weekend activities to introduce students to China's traditional and contemporary culture e.g.:
 - visits to sites off-limits to tourists – the Chinese Meteorological Administration;
 - opportunities to engage in local life - square-dancing with senior Chinese citizens;
 - interactive tasks with young Chinese students from different ethnic minorities - playing Chinese games or learning how to use popular Chinese apps for social networking and engaging with China's growing sharing economy.
38. If required due to future travel restrictions, an online intensive learning programme will exploit digital delivery advantages. Instead of exploring one location, all pupils will experience a national tour of the best locations and sites. This ten-day programme will be delivered over two weeks and will result in a minimum of 30 hours language tuition and interaction with Chinese people. The programme will include the following:
- Live welcome and closing events for all pupils and teachers including cultural performances and speaking opportunities for UK and Chinese stakeholders. UK parents and carers could also attend.
 - Live and recorded visits to places of cultural and historic importance. These visits will take advantage of topical UK and Chinese events and themes e.g. Winter Olympics, COP26, Panda Zoo, Forbidden City, Terracotta Warriors, a Chinese school/university, cooking and tea ceremony demonstration and market visits, where pupils can use their language skills in a live and meaningful context.
 - Live question and answer sessions with Chinese people from the locations above e.g. an athlete, an animal handler and a tour/historic guide.
 - Live language lessons with Chinese teachers – topics and language linked to the visit locations above to help students prepare for visit and reflect afterwards.
 - Live collaboration with Chinese students to practise language from taught lessons and social events – classes will be partnered with the same Chinese peers for the ten days.
 - Live future career and study inspiration sessions with panels of UK students and early career professionals/entrepreneurs that are using Mandarin in their study and work careers.
39. Resources to keep pupils engaged and motivated in absence of a trip to China will be project-based resources that will engage Year 9 students in topical subjects. They can be worked on independently and promote a sense of global citizenship through guided independent study in Mandarin. The themes will be aligned with the GCSE Mandarin syllabus (and its themes of 1. Identity and Culture, 2. Local, national, international and global areas of interest, 3. Current and Future Study and Employment) and will be used either as extension and consolidation complementing regular GCSE schemes of work or as engaging revision tasks.
40. Examples of exercises for inclusion could include or be a combination of:
- guided study assignments

- authentic materials for students to read or watch and analyse
 - support for students in tackling open-ended tasks such as preparing a speech for a debate
 - writing an article, letter, poem or song lyrics
 - creating a short video clip, sound file or multimedia piece
 - designing a poster to persuade
41. In each subsequent year where there is no trip to China, new topics will be developed that are current, engaging and interesting for the students. The resources will be sustainable, last beyond the lifespan of MEP, and suitable for use by schools who are not participating the programme.
42. British Council have secured agreement in principle for both the physical and online programmes through a multi-year MOU with the Centre for Language and Education Cooperation (CLEC) of the Ministry of Education China to part-fund the intensive learning in China. This agreement helps secure the involvement of top institutions to support delivery. This leveraged partnership funding in 2018 and 2019 was estimated at £1.25m for 1,400 students and it cost schools and families approximately £650 per pupil travelling to China. UCL and British Council will again attempt to negotiate so that China-based costs are fully covered for students and teachers.
43. The administration of the £50,000 annual hardship fund will further allow students from disadvantaged backgrounds to have their travel costs fully or partly subsidised. Schools participating in intensive study will be audited prior to the trip to confirm how many students in each school who are participating in the trip are from a disadvantaged background. The hardship fund will be divided equally across the pupils from disadvantaged backgrounds, up to and not exceeding the cost of the intensive study trip to schools/parents. The supplier will notify the department of any underspend.
44. Securing China partner involvement and relationship management, risk assessment, risk mitigation and quality assurance for both physical and virtual intensive learning programmes will be the responsibility of UCL IOE and the British Council. Academic excellence will be assured by IOE, through the training of the teachers delivering the intensive learning. For the physical programme, pupil and teacher flight and visa logistics will be conducted by IOE. Partners, venues, platforms and locations will be reviewed and quality assured to ensure the visits are planned and conducted at a level similar to UK academic, safeguarding, inclusion and data protection standards.

Grant management

45. An MEP grant allocation team, reporting to the MEP programme manager, will be initiated at UCL IOE to:
- Ensure appropriate escrow arrangements are in place;
 - Develop a grant agreement to be approved by the department;
 - Manage grant agreements with schools;
 - Ensure allocation of grant funds;
 - Ensure outcome achievement of the grant agreements;
 - Monitor performance, including checkpoints defined by the grant agreement;
 - Ensure compliance and investigate any alleged fraud;
 - Resolve issues and queries raised by schools.
46. Monitoring and reporting to the department will demonstrate how MEP schools deliver grant outcomes. IOE will report on the progress of activities towards agreed milestones for schools on the programme, performance against retention targets, payments made to schools, risks and issues and lessons learned. As part of this, we will ensure that activity

and outcomes from schools are consistent with the grant conditions. Where activities and outcomes are not meeting grant conditions, we will work with the school and establish whether a satisfactory explanation is available. If not, IOE will agree next steps with the department, which may include either commissioning an audit of the school (budgeted for as a risk premium), suspending the school from the programme, or exploring legal recourses.

47. Retention of schools will be monitored on an on-going basis. If school numbers fall below the 'steady state' of 75 schools the DfE will be informed immediately and steps will be taken to recruit replacements. The number of signed and active grant agreements held by IOE in September of each year will confirm the number of schools participating in the programme, and the £20,000 payments that will need to be made to schools in September of each year.
48. All financial planning below assumes 95% pupil retention in line with recommendation from the independent evaluation of the current MEP.

School Funding - Retention

49. Payments for continued participation of pupils will be made on a 'per pupil' basis. This payment will be made on a sliding scale. Each school will receive multiple payments - one for each year group of MEP pupils. Schools are expected to retain more than 90% of their pupils on the programme. The following payment model will apply for each school:
 - 90%-100% retention - £110 per pupil
 - 80%-89% retention - £95 per pupil
 - 70%-79% retention - £80 per pupil
 - Below 70% retention - no additional payment
50. Assuming intensive study takes place in China, the following model will apply in 2022/23 only to ensure that overall budget for payments to schools do not exceed £3.3million in that year:
 - 90%-100% retention - £95 per pupil
 - 80%-89% retention - £85 per pupil
 - 70%-79% retention - £75 per pupil
 - Below 70% retention - no additional payment
51. If there is no trip to China, retention payments are increased to £220 per Year 9 pupil to enable hub and spoke school regional group activity to complement the virtual online intensive learning and extra activity with groups of MEP learners from other schools during the year, to ensure a high level of motivation is maintained and pupils are retained in future years.
52. Retention of pupils, disaggregated by gender and disadvantage, will be monitored at two stages annually throughout the lifecycle of the programme:
 - The autumn term of each year when all MEP schools will complete a delivery survey providing pupil numbers in year group. Reported student numbers will be shared with the department annually in December.
 - In the spring term of each year, schools will be asked to update their longitudinal student data, indicating any students that have withdrawn from the programme. This will become the measure for student retention in that academic year compared to the previous academic year, and the baseline for the measure of student retention in the following year.
53. Retention payments for schools will be calculated based on the spring term data capture, and payments will be made annually, by school summer half term.
54. The longitudinal student data will also be used to determine, report and calculate any potential bias in gender and/or disadvantage and intensive study payments for Year 7 and

Year 8 pupils in MEP schools. Based on spring term data capture from participating schools, intensive study payments for these year groups will be made by the school summer half term.

School Funding – Intensive Study

55. Intensive study payments will be made to schools to support the following:
- Key Stage 3 intensive language study for both Year 7 and Year 8 at £55 per pupil.
 - Residential intensive language study course in China at £400 per pupil (or alternative UK based intensive study at £200 per pupil).
 - Year 10 intensive language study (tourism project and university visit) at £100 per pupil.
56. Monitoring of pupil participation in Year 9 intensive study in China, including pupils from disadvantaged backgrounds will begin once the annual budget is confirmed by the department. The visit will take place in July. Prior to that student UPN data and hardship funding allocation data pertaining to this activity will be provided to the department. Intensive study payments for pupils travelling to China will be confirmed annually in May, and payments made to schools in June.
57. When there is no trip to China, intensive study payments (£200 per Year 9 pupil) will be used to enable regional school group activity to complement the virtual online intensive learning and extra activity with groups of MEP learners from other schools during the year. The retention payments (£220 per Year 9) pupil will be used by the school to arrange activities that incentivise students in the absence of a China trip and ensure a high level of motivation is maintained and pupils are retained in future years. No other year groups are impacted by the absence of a trip to China. All other grant funding will continue to be allocated in the same way as it would be when the China trip goes ahead.

Communications and engagement plan

58. The supplier's communications approach will support the MEP vision and targets of:
- Removing barriers to teaching and learning Mandarin;
 - Recruiting and retaining schools, teachers and students, including disadvantaged students, and encouraging sustainability;
 - Increasing awareness of the value of Mandarin - especially among higher education and employers; and
 - Supporting DfE and FCDO objectives in China.
59. They will use an insight-led approach, approved by Cabinet Office, to create and deliver clear messaging through tailored content. They will measure effectiveness using a benchmarked Reach, Engagement, Conversion and Advocacy framework.
60. Working with feedback from existing participants and evidence from MFL sector research, they will develop communications addressing known barriers and create and deliver strong and clear messaging to be used across a variety of channels. Short films, infographics, web and social media content will use the voices and work of participants and alumni to highlight individual stories, with data to show the impact and growth of Mandarin fluency across the whole programme.
61. The main objectives for annual planning include:

Aim	Target audience to influence	Strong and clear messages
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Remove barriers for schools to introduce Mandarin, then sustain participation	For use by schools at decision-making points e.g. with parents, students and governors	The use and value of Mandarin for individual learners Mandarin is a language anyone can learn MEP involvement can contribute positively to the school's performance The range of support available to schools
Encourage pupils, especially those who are disadvantaged, to learn Mandarin	Pupils, teachers, parents	Pupils How much fun learning this language can be Connections that language can help you make with other cultures Global future study and career opportunities available to Mandarin speakers Parents Mandarin learning is accessible for all pupils. Language learning develops multiple life skills Funding and support is available, especially for disadvantaged students
Grow awareness of the value of Mandarin within specific sectors	Schools, Education sector, Higher Education Institutions and UUK, and employers including China British Business Council	School sector and specific new schools from DfE list The positive story of Mandarin teaching and learning in the UK Opportunities to take part/join the programme Impact of the MEP programme HE sector Increasing cohort of Mandarin speakers ready to take study further and how to prepare Employers Demonstrate the talent entering the market with Mandarin fluency and increased cultural awareness
Demonstrate the UK's commitment to Mandarin and China relations	Chinese stakeholders. FCDO audiences in China, Language learners in China BEIS ministers	The UK's commitment to increased positive educational, cultural and economic relationships with China Appreciation of China's support and involvement

62. Low-cost or no-cost communications channels will be prioritised. Paid-for channels will only be used where they offer superior value for money and with prior approval from Cabinet Office.

63.

MEP schools	Annual communications pack provided to all MEP teachers and communications leads - standard presentations, social media text and visual content, press releases and guidance for engaging with local press
Digital presence	Dedicated web pages at both British Council and Institute of Education will be used to create new content, that is informational and inspirational
Organic social	Multiple Facebook and Twitter accounts posting several times a

	week. These can be combined into campaigns for greater engagement
Email newsletters to signed up lists	Communications to participating schools through British Council Schools newsletter [8,000 UK teachers], British Council HE newsletter
Languages sector networks	British Council and IOE networks, secretariat to the MFL APPG, and annual language trends research mean we have strong existing relationships and visibility amongst UK MFL and education stakeholders, and at sector events
Events	Live digital events for students and parents with Mandarin speaking guides, under-graduates and early career professionals promoting the benefits and global opportunities available and introducing cultural experiences – kung fu, tea ceremony, cooking
Webinars/F2F events	Report or resource launches, panel events or presentations to relevant audiences. They will also plan around existing scheduled events, for example the British Council Education Exchange webinar series
Press	Moments such as results day, evaluation launches, China intensive learning will be opportunities for UK and China press drives, with the support and approval of the department
Paid channels	Digital banner and social media advertising, sector newsletters and social posts through TES [6 million users]. Up-to-date sector email address lists, segmented by profession or institution

64. In addition to the above, the Department and the Contractor will work together to ensure the programme key messages and communications are carried across owned low cost, no cost channels. This includes mentions via e-bulletins, blog content to share practice and increase awareness of the value and impact of learning Mandarin and social media promotion on DfE's Twitter and LinkedIn channels which have a strong teacher following.

65. The communications timeline will align with:

- the main education decision-making points in the academic year;
- Chinese cultural festivals, UK Education events, World events including COP26 and the China Winter Olympics;
- BEIS and Educational ministerial visits to China; and
- MEP programme milestones.

66. A breakdown of communications costs are included in the tables below:

65.1

Including China					
Item	AY 1	AY 2	AY 3	AY 4	Total
Staff					
UK Comms*					
China Comms*					
Other**					

65.2

Without China					
Item	AY 1	AY 2	AY 3	AY 4	Total

Staff***	
China Comms*	
UK Comms*	
Other****	

*Total Communications costs do not exceed limit of 100k. Communications costs reduce over lifecycle as demand for new activity and content to continue to motivate students reduces and previous content can be recycled.

**Other includes China stakeholder management and running costs.

***Staffing is reduced in comparison to the face-to-face China intensive learning as less staff time is needed for travelling to universities for risk assessments and quality assurance of delivery.

****Other includes China stakeholder management and running costs and additional expenditure on afternoon digital tours and collaboration events for UK students that are not needed in the face-to-face intensive learning version.

Risk management arrangements

67. Risks are recorded in the MEP risk register. Risks are identified, tracked and managed through regular weekly meetings of the wider project team and monthly meetings with the supplier, then escalated to the SRO for information and decision as needed. The SRO or her deputy also chairs quarterly programme board meetings.

Outline project plan

68. Please see Attachment 2 for the project plan.

Stakeholder management

69. The programme relies on multiplies stakeholders for smooth delivery of the two core elements of the programme: the 8-hour weekly language study and the intensive study visits and trips.

68.1

Stakeholders	Reason for engagement with stakeholders
The Department stakeholders	
Finance Commercial Analysts Research	Ongoing monitoring and support to live programme Evaluation of impact
International Education Division	Committed to good working level relationship with China
EBacc and Arts Unit	Contribution to Modern Foreign Languages teaching and achievement of government's EBacc ambition
Ministers	High profile and personal commitment from Minister for School Standards.

Stakeholders	Reason for engagement with stakeholders
The Contractor stakeholders	
UCL	Current and new supplier of the MEP
MEP schools and pupils	Commitment of schools essential to ensure 'pipeline' of able pupils joining the MEP. They also have a key role in the MEP in supporting new schools to the programme and in teacher training.
British Council	Contact with Chinese Government Facilitation of visits to China Advocates for increased take-up of languages in the UK Role in bringing together groups with various interests in languages (CBI, academics, cross-governmental languages groups) who can support the programme Responsible for the programme's communication plan.
Additional stakeholders	
Expert Panel Group for MEP	Experts appointed by Ministers to support and advise on the programme to ensure specialist, expert advice on the programme's objectives and progress.
Chancellor/HMT	Original flagship programme announced by then Chancellor (2015).
Chinese Government	China's Centre for Language Education and Cooperation (CLEC) committed to good working level relationship with UK. Support required to make trip element of the MEP viable and of greater value/impact. Provides financial support whilst pupils are in China for intensive learning.

Arrangements for project evaluation

70. An independent evaluation, conducted by the external and impartial supplier Research Stories, will provide a summative and formative evaluation of the future MEP, building on research and evaluation already undertaken on the first five years of delivery. The next phase of the evaluation will be undertaken following a stage-by-stage methodology beginning in September 2021 until August 2022. An annual interim report confirming the findings towards summative KPIs and formative recommendations for improvement will be published in August 2022, and in August each following year. Dependent on a fourth-year extension of the contract, a final report covering the period from September 2021 until August 2025 will be published in August 2025. Reporting of the independent evaluation will be linked to the communications plan to engage students, schools, parents and external education sector audiences.

71. The methodology, impartiality and focus of the evaluation will be reviewed and adjusted annually following review and recommendations from the evaluators, the Department and the expert panel. The interim and final reports will describe how the programme is being delivered, focusing on the following areas of impact:

- Programme achievements
- Student progress
- The support for schools teaching Mandarin
- The teaching model and adherence to the MEP methodology

- The impact of the Covid-19 pandemic on MEP
- Why schools have withdrawn from the programme.
- Innovative solutions MEP schools use to successfully remove barriers.
- How the programme supports disadvantaged MEP pupils, and successfully remove barriers to disadvantaged pupils
- The additional impact of intensive learning, in particular the trip to China, on pupils' language ability, confidence, resilience and motivations to continue
- Student transition out of MEP into further/higher education and careers

72. The KPIs in the table below will also be evidenced in the independent evaluation reports using the described methodology. This will be used by the Department for purposes of monitoring performance against the KPIs:

71.1

KPI	Methodology
90% of participating schools report that they are more confident in delivering a rigorous model for teaching Mandarin.	Online quantitative and qualitative survey and qualitative interviews
80% of participating schools report that pupils enjoy being part of the programme and learning Mandarin.	
Compliance with the implementation plan for the delivery of a programme of intensive language study activities (including China).	Programme Management Information Data, Online Survey, Telephone Interviews
Increase access to learning Mandarin to pupils from disadvantaged backgrounds.	Programme Management Information Data, Telephone Interviews

Please see Schedule 4 Table 1 for a full list of the KPIs, including details on the measurement period and performance measures.

Methodology

73. The main sources of research and insight to demonstrate impact will be:

73.1 Quantitative analysis of programme MI data, including results of Hurdle Tests, HSK tests and data on teaching hours, gender and disadvantage. School scoping visits visiting 6 schools. These schools will be selected based on criteria including longevity in MEP, prior experience with Mandarin, insight from the MI data and results from the online survey. **Qualitative scoping visits** will include semi-structured interviews with staff and focus groups with students. To maintain an element of longitudinal insight into the performance of and challenges within MEP, the evaluator will continue working with some schools from previous waves of the evaluation through both scoping visits and in-depth interviews.

73.2 Online survey of participating staff and school leaders. The online survey will explore all areas of MEP and will include quantitative and qualitative analysis of questions that address the programme aims and KPI's.

73.3 Follow-up in-depth telephone interviews with school leaders and teachers in targeted schools providing qualitative insight.

73.4 Interviews with staff in schools that are no longer part of the programme but have participated in MEP up to academic year 2020/2021 will provide qualitative insight into

why schools have withdrawn.

73.5 Monitoring and qualitative interviews with MEP student alumni.

74. Impartiality will principally be maintained by:

- Appointing an external supplier, independent of the department, UCL IOE and British Council.
- Sampling, data collection and analysis methodology being selected by the supplier.
- Final reports being assured and issued by the supplier.

75. Annual Evaluation Timeline

Task	Timing
New MI Data: understanding & sampling	October to November
School scoping visits	November to March
Online survey - School staff	April
In-depth interviews with school staff, students and alumni	April to May
Analysis	May to July
1st Draft of report & case studies shared for feedback	End of July
Feedback	Mid August
Final impartial report / Case studies delivered, communications and dissemination, lessons learned	End of August
Plan methodology for the following year as required	September

Schedule 6

Change Control Procedure

- 1 The Parties acknowledge that minor changes to the Contract may be necessary to reflect operational and administrative procedures during the Term and that such minor changes may be agreed in writing between the Parties' respective contract managers.
- 2 The Contractor shall use reasonable endeavours to incorporate minor changes requested by the DfE within the current Charges and shall not serve a Contractor Notice of Change unless the change involves a demonstrable material increase to its costs or requires a material change to the Contract.
- 3 Either Party may request a Variation provided that such Variation does not amount to a material change.
4. The DfE may request a Variation by completing the Change Control Note and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Charges are required in order to implement the Variation within a reasonable time limit specified by the DfE. If the Contractor accepts the Variation it shall confirm it in writing within 21 days of receiving the Change Control Note.
5. If the Contractor is unable to accept the Variation or where the Parties are unable to agree a change to the Charges, the DfE may allow the Contractor to fulfil its obligations under the Contract without Variation or if the Parties cannot agree to the Variation the Dispute will be determined in accordance with clause 36.
6. If the Contractor wishes to introduce a change to the Contract it may request a Variation by serving the Change Control Note on DfE.
7. The DfE shall evaluate the Contractor's proposed Variation in good faith, taking into account all relevant issues.
8. The DfE shall confirm in writing within 21 days of receiving the Change Control Note if it accepts or rejects the Variation.
9. The DfE may at its absolute discretion reject any request for a Variation proposed by the Contractor.

Change Control Note

Contract Number		DfE Contract / Programme Manager
Contractor		Original Contract Value (£)
Contract Start Date		Contract Expiry Date

Variation Requested	
Originator of Variation (tick as appropriate)	DfE <input type="checkbox"/> Contractor <input type="checkbox"/>
Date	
Reason for Variation	
Summary of Variation (e.g. specification, finances, contract period)	
Date of Variation commencement	
Date of Variation expiry (if applicable)	
Total Value of Variation £ (if applicable)	
Payment Profile (if applicable) e.g. milestone payments	
Revised daily rate (if applicable)	

Impact on original contract (if applicable)	
Supporting Information (please attach all supporting documentation for this Change Control)	
Terms and Conditions	Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.
Variation Agreed <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> For the Contractor: Signature..... Full Name..... Title..... Date..... </div> <div style="width: 45%;"> For the <u>DfE</u>: Signature..... Full Name..... Title..... Date..... </div> </div>	

Please note that no works/services described in this form should be undertaken, and no invoices will be paid until both copies of the CCN are signed, returned and counter-signed.

To be entered by the Commercial department:			
Commercial Contact		Reference Number	
Date received		EC Reference	

Schedule 7

Key Personnel and Key Sub Contractors

Key Personnel

The individuals listed in the tables below are Key Personnel.

Key Lead Contractors

Name	Role
	Strategic director
	Programme manager
	Project manager
	Project officer
	Teacher training and professional development coordinator
	Programme coordinator
	Teaching training coordinator

Key Sub-Contractors

The Contractor may sub-contract its obligations under the [Contract](#) to the Sub-Contractors listed in the table below.

Key Sub-Contractor Name	Role
	British Council lead
	Project manager
	China lead
	Marketing and communications
	China intensive study lead

Registered address and charity number of the Sub-Contractor is:

British Council, 1 Redman Place, Stratford, London, E20 1JQ
Charity number 209131

Schedule 8

Processing Data (Data Protection Act) Definitions

"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" are interpreted accordingly;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
"DPA"	The Data Protection Act 2018
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject"	has the meaning given in the DPA;
"Data Subject 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.
"Controller", "Processor," "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer"	shall have the meanings given in the GDPR;
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679)
"Law"	means 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 Processor is bound to comply;

“LED”

Law Enforcement Directive (Directive (EU) 2016/680)

“Processor Personnel”

employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract.

“Protective Measures”

appropriate technical and organisational measures which may include: 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 including those set out in the Contract.

“Sub-processor”

any third Party appointed to process Personal Data on behalf of the Processor related to this Contract

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 8 Annex 1. The only processing that the Processor is authorised to do is listed in Schedule 8 Annex 1 by the Controller and may not be determined by the Processor

1.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- (a) process that Personal Data only in accordance with Schedule 8 Annex 1 , unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that :
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 3a);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

1.5 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

1.6 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
- (d) assistance as requested by the Controller following any Data Loss Event;
- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

- (a) the Controller determines that the processing is not occasional;
- (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

- (a) notify the Controller in writing of the intended Sub-processor and processing;
- (b) obtain the written consent of the Controller;
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
- (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.12 The Processor shall remain fully liable for all acts or omissions of any Sub-processor.

1.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Processing, Personal Data and Data Subjects

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

- 1 The contact details of the Controller's Data Protection Officer are:
dp.enquiries@education.gov.uk
- 2 The contact details of the Processor's Data Protection Officer are:
dataprotection@uclconsultants.com
- 3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 4 Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Schedule 8 Clause 1.1.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to schools participating in the Mandarin Excellence Programme.
Duration of the processing	Until 31 st August 2024 (or subject to extension under the terms of the contract, this will be expected until 31 st August 2025)
Nature and purposes of the processing	<p>The information collected for the annual 'hurdle tests' will be used to monitor pupil participation in the Mandarin Excellence Programme, storing/recording pupil test results for the purpose of demonstrating key performance outcomes for the Programme. The information collected for the residential course in China will be used to arrange travel, teaching, accommodation and other aspects of a Year 9/10 Intensive Learning trip to China, and to help ensure the safety of participating school children and teachers during the visit.</p> <p>The information collected for the Year 10 'Tourism Project' will be used to set up user logins for students to access online learning.</p>
Type of Personal Data	<p>1. Hurdle Tests Pupil First Name Pupil Last Name Unique Pupil Number Test marks</p> <p>2. Residential Course in China Family Name (as Passport) First Name only (as Passport) Middle Name Gender (MIF) Title (e.g. Mr Mrs Ms Miss)</p>

	<p> Next of Kin Name Next of Kin Telephone Number Emergency contact telephone details and telephone number (if next of kin is unavailable) Name of School Dietary request Code (for flight only) Dietary requirements/ special needs Passport Number (as Passport) Nationality (as Passport e.g. British) Date of Birth (as Passport e.g.20/02/89) Passport Expiry Date (as Passport e.g.10/12/08) Country of Residence (e.g. GBR) Country of passport issue Doctor's Name Doctor's Telephone Number Details of any known special dietary requirements. Details of any known allergies. Details of any medical condition and treatment required. What type of pain/flu relief medication may your child be given if required? Date of your child's last tetanus injection. To the best of your knowledge, has your child been in contact with any contagious or infectious diseases or suffered from any illness in the past 4 weeks that may be contagious or infectious? Has your child been receiving treatment or counselling for any emotional or psychiatric condition? Has your child had any recent injuries? Injuries? Any other special needs, requirements, directions, that it would be helpful for us to know about. </p> <p> 3. Virtual China Course (online alternative should the China trip not go ahead) Family Name (as Passport) First Name only (as Passport) Name of School </p> <p> 4. Year 10 Tourism Project Family Name First Name School </p>
Categories of Data Subject	MEP Students pupils Teachers in MEP Schools
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p> 1. Hurdle Tests 31st August 2025 </p> <p> 2. Residential Course in China (a) Subject to paragraphs 1 (b) and 1 (c) below, the personal data will be stored by the contractor until 31st August following the completion of the residential course (b) Subject to paragraph 1 (c) below, if a situation arises where the personal data is required to be retained beyond 31st August following the completion of the residential course in a particular year, the contractor will notify schools (as applicable) of the revised retention requirement on or before 31st August that year. (c) Where the personal data is to be retained beyond 31st August </p>

	<p>following the completion of the residential course in a particular year on the Customer's instructions, the notification deadline set out at paragraph 1 (b) above shall only apply provided that the Customer notifies the contractor of that requirement promptly and in sufficient time to enable the contractor to notify the relevant parties by 31st August that year.</p> <p>3. Virtual China Course (Same terms as residential course detailed above)</p> <p>4. Year 10 Tourism project 31st August 2025</p>
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Schedule 9

Commercially Sensitive Information

The following information is regarded as commercially confidential and will not be made publicly available with the publication of this contract:

Attachment 3 – Pricing Schedule A including trip to China (financial breakdowns)

Attachment 4 – Pricing Schedule B without trip to China (financial breakdowns)

Schedule 10

The Contractor's Solution

The following documents which comprise of the Contractor's response to the Invitation to Tender are included as attachments and together, alongside this document, constitute the Contract.

Attachment 1 – Specification issued as part of ITT

Attachment 2 – Project Plan

Attachment 3 – Pricing Schedule A including trip to China

Attachment 4 – Pricing Schedule B without trip to China

Attachment 5 – Tender response from the Contractor

Attachment 6 – Response from the Sub-Contractor

Attachment 7 – Supporting statements

Attachment 8 – Project references

Attachment 9 – Clarifications

Attachment 10 – Supplier Security Questionnaire

Schedule 11

Data Handling and Systems Assurance (Security) Definitions

Departmental Security Standards for Business Services and ICT Contracts

<p>“BPSS” “Baseline Personnel Security Standard”</p>	<p>means the Government’s HMG Baseline Personal Security Standard . Further information can be found at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</p>
<p>“CCSC” “Certified Cyber Security Consultancy”</p>	<p>is the National Cyber Security Centre’s (NCSC) approach to assessing the services provided by consultancies and confirming that they meet NCSC's standards. See website: https://www.ncsc.gov.uk/scheme/certified-cyber-consultancy</p>
<p>“CCP” “Certified Professional”</p>	<p>is a NCSC scheme in consultation with government, industry and academia to address the growing need for specialists in the cyber security profession. See website: https://www.ncsc.gov.uk/information/about-certified-professional-scheme</p>
<p>“CPA” “Commercial Product Assurance” [formerly called “CESG Product Assurance”]</p>	<p>is an ‘information assurance scheme’ which evaluates commercial off the shelf (COTS) products and their developers against published security and development standards.. See website: https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa</p>
<p>“Cyber Essentials” “Cyber Essentials Plus”</p>	<p>Cyber Essentials is the government backed, industry supported scheme to help organisations protect themselves against common cyber-attacks. Cyber Essentials and Cyber Essentials Plus are levels within the scheme. There are a number of certification bodies that can be approached for further advice on the scheme; the link below points to these providers: https://www.cyberessentials.ncsc.gov.uk/getting-certified/#what-is-an-accreditation-body</p>
<p>“Data” “Data Controller” “Data Protection Officer” “Data Processor” “Personal Data” “Personal Data requiring Sensitive Processing” “Data Subject”, “Process” and “Processing”</p>	<p>shall have the meanings given to those terms by the Data Protection Act 2018</p>

<p>"Department's Data"</p> <p>"Department's Information"</p>	<p>is any data or information owned or retained in order to meet departmental business objectives and tasks, including:</p> <p>(a) any data, text, drawings, diagrams, images or sounds (together with any repository or database made up of any of these components) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Contractor by or on behalf of the Department; or</p> <p>(ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Department is the Data Controller;</p>
<p>"DfE"</p> <p>"Department"</p>	<p>means the Department for Education</p>
<p>"Departmental Security Standards"</p>	<p>means the Department's security policy or any standards, procedures, process or specification for security that the Contractor is required to deliver.</p>
<p>"Digital Marketplace / G-Cloud"</p>	<p>means the Digital Marketplace is the online framework for identifying and procuring cloud technology and people for digital projects.</p>
<p>End User Devices</p>	<p>means the personal computer or consumer devices that store or process information.</p>
<p>"Good Industry Practice"</p> <p>"Industry Good Practice"</p>	<p>means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"Good Industry Standard"</p> <p>"Industry Good Standard"</p>	<p>means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.</p>
<p>"GSC"</p> <p>"GSCP"</p>	<p>means the Government Security Classification Policy which establishes the rules for classifying HMG information. The policy is available at: https://www.gov.uk/government/publications/government-security-classifications</p>
<p>"HMG"</p>	<p>means Her Majesty's Government</p>
<p>"ICT"</p>	<p>means Information and Communications Technology (ICT) and is used as an extended synonym for information technology (IT), used to describe the bringing together of enabling</p>

	technologies used to deliver the end-to-end solution
"ISO/IEC 27001" "ISO 27001"	is the International Standard for Information Security Management Systems Requirements
"ISO/IEC 27002" "ISO 27002"	is the International Standard describing the Code of Practice for Information Security Controls.
"ISO 22301"	is the International Standard describing for Business Continuity
"IT Security Health Check (ITSHC)" "IT Health Check (ITHC)" "Penetration Testing"	means an assessment to identify risks and vulnerabilities in systems, applications and networks which may compromise the confidentiality, integrity or availability of information held on that IT system.
"Need-to-Know"	means the Need-to-Know principle employed within HMG to limit the distribution of classified information to those people with a clear 'need to know' in order to carry out their duties.
"NCSC"	The National Cyber Security Centre (NCSC) is the UK government's National Technical Authority for Information Assurance. The NCSC website is https://www.ncsc.gov.uk
"OFFICIAL" "OFFICIAL-SENSITIVE"	<p>the term 'OFFICIAL' is used to describe the baseline level of 'security classification' described within the Government Security Classification Policy (GSCP).</p> <p>the term 'OFFICIAL-SENSITIVE' is used to identify a limited subset of OFFICIAL information that could have more damaging consequences (for individuals, an organisation or government generally) if it were lost, stolen or published in the media, as described in the GSCP.</p>
"RBAC" "Role Based Access Control"	means Role Based Access Control. A method of restricting a person's or process' access to information depending on the role or functions assigned to them.
"Storage Area Network" "SAN"	means an information storage system typically presenting block based storage (i.e. disks or virtual disks) over a network interface rather than using physically connected storage.
"Secure Sanitisation"	<p>means the process of treating data held on storage media to reduce the likelihood of retrieval and reconstruction to an acceptable level.</p> <p>NCSC Guidance can be found at: https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media</p> <p>The disposal of physical documents and hardcopy materials advice can be found at: https://www.cpni.gov.uk/secure-destruction</p>

“Security and Information Risk Advisor” “CCP SIRA” “SIRA”	means the Security and Information Risk Advisor (SIRA) is a role defined under the NCSC Certified Professional (CCP) Scheme. See also: https://www.ncsc.gov.uk/articles/about-certified-professional-scheme
“Senior Information Risk Owner” “SIRO”	means the Senior Information Risk Owner (SIRO) responsible on behalf of the DfE Accounting Officer for overseeing the management of information risk across the organisation. This includes its executive agencies, arms length bodies (ALBs), non-departmental public bodies (NDPBs) and devolved information held by third parties.
“SPF” “HMG Security Policy Framework”	means the definitive HMG Security Policy which describes the expectations of the Cabinet Secretary and Government’s Official Committee on Security on how HMG organisations and third parties handling HMG information and other assets will apply protective security to ensure HMG can function effectively, efficiently and securely. https://www.gov.uk/government/publications/security-policy-framework

12. 1. The Contractor shall be aware of and comply the relevant [HMG security policy framework](#), [NCSC guidelines](#) and where applicable DfE Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

12. 2. Where the Contractor will provide products or services or otherwise handle information at OFFICIAL for the Department, the requirements of [Cabinet Office Procurement Policy Note – Use of Cyber Essentials Scheme certification - Action Note 09/14](#) dated 25 May 2016, or any subsequent updated document, are mandated, namely that contractors supplying products or services to HMG shall have achieved, and will be expected to retain Cyber Essentials certification at the appropriate level for the duration of the contract. The certification scope shall be relevant to the services supplied to, or on behalf of, the Department.

12.3 The Contractor shall follow the UK Government Security Classification Policy (GSCP) in respect of any Departmental Data being handled in the course of providing this service and will handle all data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

12.4 Departmental Data being handled in the course of providing an ICT solution or service must be separated from all other data on the Contractor’s or sub-contractor’s own IT equipment to protect the Departmental Data and enable the data to be identified and securely deleted when required in line with clause 12.3.

12.5 The Contractor shall have in place and maintain physical security to premises and sensitive areas in line with ISO/IEC 27002 including, but not limited to, entry control mechanisms (e.g. door access), CCTV, alarm systems, etc.

12.6 The Contractor shall have in place and maintain an appropriate user access control

policy for all ICT systems to ensure only authorised personnel have access to Departmental Data. This policy should include appropriate segregation of duties and if applicable role based access controls (RBAC). User credentials that give access to Departmental Data or systems shall be considered to be sensitive data and must be protected accordingly.

12.7 The Contractor shall have in place and shall maintain procedural, personnel, physical and technical safeguards to protect Departmental Data, including but not limited to:

- physical security controls;
- good industry standard policies and processes;
- malware protection;
- boundary access controls including firewalls, application gateways, etc;
- maintenance and use of fully supported software packages in accordance with vendor recommendations;
- use of secure device configuration and builds;
- software updates and patching regimes including malware signatures, for operating systems, network devices, applications and services;
- user identity and access controls, including the use of multi-factor authentication for sensitive data and privileged account accesses;
- any services provided to the department must capture audit logs for security events in an electronic format at the application, service and system level to meet the department's logging and auditing requirements, plus logs shall be:
 - o retained and protected from tampering for a minimum period of six months;
 - o made available to the department on request.

12.8 The contractor shall ensure that any departmental data (including email) transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

12.9 The contractor shall ensure that any departmental data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the department except where the department has given its prior written consent to an alternative arrangement.

12.10 The contractor shall ensure that any device which is used to process departmental data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at:

<https://www.ncsc.gov.uk/guidance/end-user-device-security> and
<https://www.ncsc.gov.uk/collection/end-user-device-security/eud-overview/eud-security-principles>

12.11 Whilst in the Contractor's care all removable media and hardcopy paper documents containing Departmental Data must be handled securely and secured under lock and key when not in use and shall be securely destroyed when no longer required, using either a cross-cut shredder or a professional secure disposal organisation.

The term 'lock and key' is defined as: "securing information in a lockable desk drawer, cupboard or filing cabinet which is under the user's sole control and to which they hold the keys".

12.12 When necessary to hand carry removable media and/or hardcopy paper documents

containing Departmental Data, the media or documents being carried shall be kept under cover and transported in such a way as to ensure that no unauthorised person has either visual or physical access to the material being carried. This clause shall apply equally regardless of whether the material is being carried inside or outside of company premises. The term 'under cover' means that the information is carried within an opaque folder or envelope within official premises and buildings and within a closed briefcase or other similar bag or container when outside official premises or buildings.

12.13 In the event of termination of contract due to expiry, liquidation or non-performance, all information assets provided, created or resulting from the service shall not be considered as the Contractor's assets and must be returned to the department and written assurance obtained from an appropriate officer of the supplying organisation that these assets regardless of location and format have been fully sanitised throughout the organisation in line with clause 12.14.

12.14 In the event of termination, equipment failure or obsolescence, all Departmental information and data, in either hardcopy or electronic format, that is physically held or logically stored by the Contractor must be accounted for and either physically returned or securely sanitised or destroyed in accordance with the current HMG policy using an NCSC approved product or method.

Where sanitisation or destruction is not possible for legal, regulatory or technical reasons, such as data stored in a cloud system, Storage Area Network (SAN) or on shared backup tapes, then the Contractor or sub-contractor shall protect the Department's information and data until such time, which may be long after the end of the contract, when it can be securely cleansed or destroyed.

Evidence of secure destruction will be required in all cases.

12.15 Access by Contractor or sub-contractor staff to Departmental Data, including user credentials, shall be confined to those individuals who have a "need-to-know" in order to carry out their role; and have undergone mandatory pre-employment screening, to a minimum of HMG Baseline Personnel Security Standard (BPSS); or hold an appropriate National Security Vetting clearance as required by the Department. All Contractor or sub-contractor staff must complete this process before access to Departmental Data is permitted. Any Contractor or sub-contractor staff who will be in contact with children or vulnerable adults must, in addition to any security clearance, have successfully undergone an Enhanced DBS (Disclosure and Barring Service) check prior to any contact.

12.16 All Contractor or sub-contractor employees who handle Departmental Data shall have annual awareness training in protecting information.

12.17 The Contractor shall, as a minimum, have in place robust Business Continuity arrangements and processes including IT disaster recovery plans and procedures that conform to ISO 22301 to ensure that the delivery of the contract is not adversely affected in the event of an incident. An incident shall be defined as any situation that might, or could lead to, a disruption, loss, emergency or crisis to the services delivered. If a ISO 22301 certificate is not available the Contractor will provide evidence of the effectiveness of their ISO 22301 conformant Business Continuity arrangements and processes including IT disaster recovery plans and procedures. This should include evidence that the Contractor has tested or exercised these plans within the last 12 months and produced a written report of the outcome, including required actions.

12.18 Any suspected or actual breach of the confidentiality, integrity or availability of

Departmental Data, including user credentials, used or handled in the course of providing this service shall be recorded as an incident. This includes any non-compliance with these Departmental Security Standards for Contractors, or other Security Standards pertaining to the solution.

- o Incidents shall be reported to the department immediately, wherever practical, even if unconfirmed or when full details are not known, but always within 24 hours of discovery. If incident reporting has been delayed by more than 24 hours, the contractor should provide an explanation about the delay.
- o Incidents shall be reported through the department's nominated system or service owner.
- o Incidents shall be investigated by the contractor with outcomes being notified to the Department.

12.19 The Contractor shall ensure that any IT systems and hosting environments that are used to handle, store or process Departmental Data shall be subject to independent IT Health Checks (ITHC) using an NCSC CHECK Scheme ITHC provider before go-live and periodically (at least annually) thereafter. The findings of the ITHC relevant to the service being provided are to be shared with the Department and all necessary remedial work carried out. In the event of significant security issues being identified, a follow up remediation test may be required.

12.20 The Contractor or sub-contractors providing the service will provide the Department with full details of any actual or future intent to develop, manage, support, process or store Departmental Data outside of the UK mainland. The Contractor or sub-contractor shall not go ahead with any such proposal without the prior written agreement from the Department.

12.21 The Department reserves the right to audit the Contractor or sub-contractors providing the service within a mutually agreed timeframe but always within seven days of notice of a request to audit being given. The audit shall cover the overall scope of the service being supplied and the Contractor's, and any sub-contractors', compliance with the clauses contained in this Section.

12.22 The Contractor and sub-contractors shall undergo appropriate security assurance activities and shall provide appropriate evidence including the production of the necessary security documentation as determined by the department. This will include obtaining any necessary professional security resources required to support the Contractor's and sub-contractor's security assurance activities such as: a Security and Information Risk Advisor (SIRA) certified to NCSC Certified Cyber Security Consultancy (CCSC) or NCSC Certified Cyber Professional (CCP) schemes.

12.23 Where the Contractor is delivering an ICT solution to the Department they shall design and deliver solutions and services that are compliant with the HMG Security Policy Framework in conjunction with current NCSC Information Assurance Guidance and Departmental Policy. The Contractor will provide the Department with evidence of compliance for the solutions and services to be delivered. The Department's expectation is that the Contractor shall provide written evidence of:

- o Compliance with HMG Minimum Cyber Security Standard.
- o Any existing security assurance for the services to be delivered, such as: ISO/IEC 27001 / 27002 or an equivalent industry level certification.
- o Any existing HMG security accreditations or assurance that are still valid including: details of the awarding body; the scope of the accreditation; any caveats or

restrictions to the accreditation; the date awarded, plus a copy of the residual risk statement.

- o Documented progress in achieving any security assurance or accreditation activities including whether documentation has been produced and submitted. The Contractor shall provide details of who the awarding body or organisation will be and date expected.

12.24 The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party Contractors, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

Terms and Conditions for IT and Technical Solutions

General Requirements for Technical Solutions

1. The Contractor shall provide and maintain throughout the Term a suitable, online platform on which all resources will be hosted and freely accessible by pupils, teachers and parents at all times.
2. The Contractor's online hosting platform shall meet the requirements of this section throughout the Term.
3. Any digital or technological service which is created, operated or otherwise controlled as a direct consequence of this award, must ensure that it meets the following standards and controls:
 - **Service Standard** - The Service Standard helps teams to create and run great public services ensuring user needs are at the centre of design
 - **Technology code of practice** - The Technology Code of Practice is a set of criteria to help government design, build and operate technology services effectively and efficiently.
4. The Contractor shall share their work with the Department early and often to ensure these expectations are being met and to gain guidance where needed: <https://www.gov.uk/guidance/government-design-principles#do-les>
5. The Contractor's online platform shall:
 - Be hosted by the Contractor
 - Fully meet the requirements of The Data Protection Act 2018.
 - Be fully electronic
 - Be Cyber Essentials compliant ([National Cyber Security Centre - NCSC.GOV.UK](https://www.ncsc.gov.uk/section-1))
 - Comply with Cloud Security Principles ([Implementing the Cloud Security Principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/section-1))
 - Be fully compatible with and accessible on any web browser via any device [Government Service Standard](https://www.gov.uk/service-manual)
 - Work in [browsers specified in the GOV.UK Service Manual](https://www.gov.uk/service-manual)

Domain Name

6. If the Contractor purchases a domain name (or domain names) in connection with the provision of the Services, the Contractor shall transfer ownership of those

domains to the Department free of charge on expiry of the Contract as part of Exit Plan activity.

Design

7. The Contractor shall design any necessary online platform in such a way that it:
 - Is user centered
 - Is logically laid out
 - Is easily accessible via subject or key stage
 - Is easy to navigate
 - Has a full search facility by keyword/phrase
8. Testing shall be carried out with representative users of the service including those who are low on the digital inclusion scales and have impairments. Insight from the Contractor user testing, as well as feedback from users of the live service, shall be shared with the Department and used to develop, resolve issues and continually improve the services.
9. As a minimum the Contractor shall test their digital service works in [browsers specified in the GOV.UK Service Manual](#).
10. The content shall comply with the Department's specification on format (HTML), structure, browser and device compatibility and meet the relevant [WCAG 2.1 level AA](#) accessibility standards.

Accessibility Requirements

11. The Digital Platform shall be accessible on a mobile and able to be navigated using a keyboard. By default, content should be created in HTML in order to make it easier for users to stay oriented within the digital offering as well as making it easier to maintain, view on mobile devices and be accessible by screen readers.
12. Where plugins are used, they shall support the use of subtitles and audio descriptions, including media players and embedded videos. Testing shall be carried out with representative users of the service including those who are low on the digital inclusion scales and have impairments. Insight from the Contractor user testing, as well as feedback from users of the live service, shall be shared with the Department and used to develop, resolve issues and continually improve the services.

Data Protection and Personal Information

13. In addition to full compliance with all clauses regarding data protection, security and GDPR, the Contractor shall not collect, control or process any personal information or data from any user accessing the platform unless the necessary departmental policies have been complied with.

Technical Support

14. The Contractor shall provide a service where users can log any issues around difficulties accessing the contractors hosting platform and resources at any time.

Maintenance and Upgrades

15. The Contractor's Digital Platform (and that used by any Delivery Partners) shall comply with the requirements set out above and the Contractor shall:
- Carry out monitoring and maintenance to ensure the hosting platform is available and fully functional with an uptime of no less than 99.99%
 - And introduced and effected outside of normal school hours in order to minimise potential disruption to platform availability

End of Department's Security Standards Clause

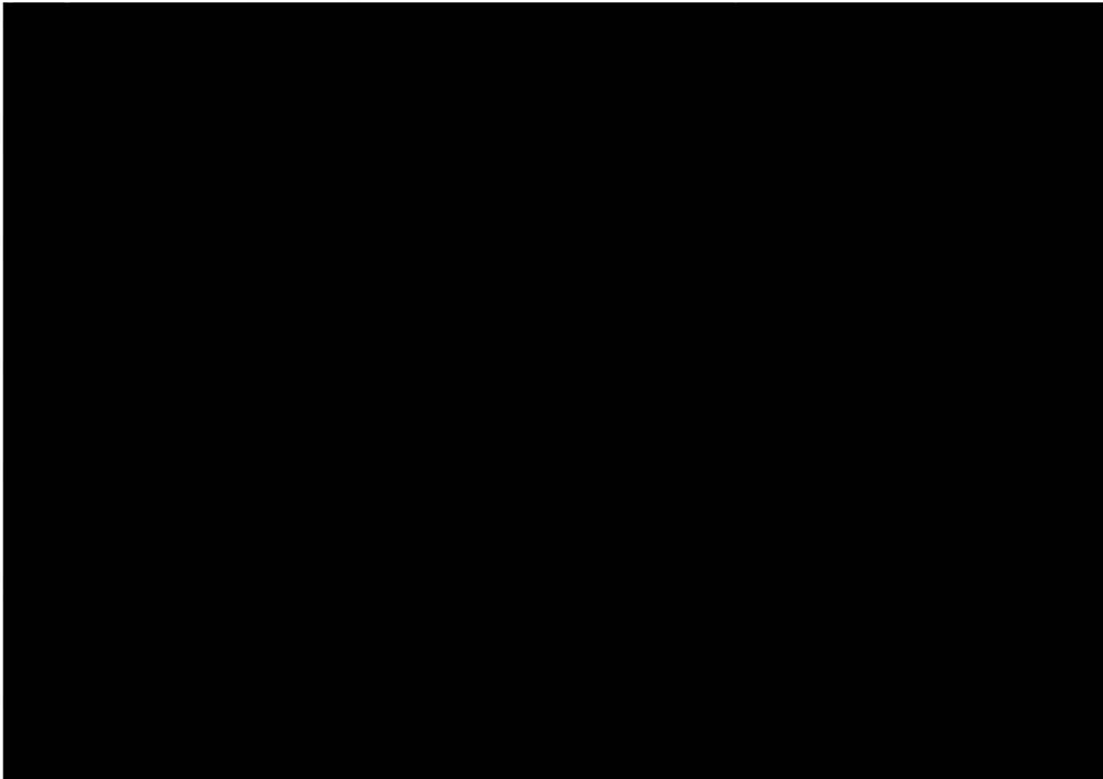
MEP 2021 contract - FINAL VERSION FOR SIGNATURE

Final Audit Report

2021-08-11

Created:	2021-08-11
By:	[REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAA4iGwQv2aOjBzBV3wgEgHfjcY-OuZSP4U

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✓ Agreement completed.
2021-08-11 - 1:44:30 PM GMT