

**Invitation to Tender**

**European Social Fund – Employer Led Skills Project (ELS)**

**Specification Reference: Cross-sector consultancy and training- ELS**

**ESF Priority Axis:** Priority Axis 2: Skills for Growth

**ESF Investment Priority 2.1:** Enhancing equal access to lifelong learning

**Area:** Cornwall and Isles of Scilly (C&IoS)

**Opens:** 2nd December 2020

**Closes:** 8th January 2021

**Contents**

1. About Cornwall Marine Network
2. About the ITT
3. Background and Context
   1. Background & Context
   2. Additionality
   3. Eligible participants
4. Specification Requirements
   1. Budget
   2. Location
   3. Duration
   4. Objectives
   5. Audit
   6. Selection
5. Cross Cutting Themes
6. Application Process & Prioritisation Methodology
7. Timetable
8. Submission Requirements
9. General Information

1. **About Cornwall Marine Network**

Cornwall Marine Network (CMN) is a not for profit company, limited by guarantee, set up in 2002 to help marine businesses improve their prosperity and sustainability. In the last 15 years it has worked to secure project funding to deliver a range of services to its now more than 300 member businesses and has successfully delivered more than 100 business support projects to its marine member businesses since 2005, creating more than 3,000 new jobs and seeing the key to the current and future success as continuing to support members through innovative training, marketing initiatives and business support including productivity and innovation improvements. CMN has extended this effective role to include services to other sectors through a network of Delivery Partners.

1. About the ITT

CMN has secured project funding through the European Structural and Investment Funds (ESIF), known locally as the Cornwall and Isles of Scilly Growth Programme, from the European Union’s European Social Fund for a project named Employer Led Skills (ELS). In order to effectively respond to the needs of employers across Cornwall and the Isles of Scilly (IoS), CMN is seeking to procure a framework of suitably qualified freelance tutors and assessors, consultants and training providers, covering a wide breadth of skills subject areas that can offer high quality and innovative training and support to businesses across the county and IoS. Individual procurements from the framework will then be “called off” as required. Examples of areas of focus to be included on the framework include, but will not be limited to; strategic and operational support, financial management, marketing your business, generic business skills, marine industry, sector specific short courses and mental health awareness. Training offered will deliver both accredited qualification based outcomes as well as bespoke non accredited provision. Some curriculum development work is likely to be required in order to design and deliver bespoke training packages. Delivery methods will offer flexibility consisting of both face to face provision and complete online delivery, as well as a blended learning offer. Further information regarding the framework is detailed in sections 2a and 3d of this specification.

This framework is being procured in response to the needs of the ELS project, it is expected that it will also service CMN’s delivery on other ESF projects such as Flourish, Business Clusters and SERCO, as well as other ESF and non EU training projects as they emerge. In order to ensure CMN can efficiently respond to the needs of businesses throughout the lifetime of the project the framework will be reviewed every 6 months, inviting new providers to tender to join as relevant to the projects’ and businesses’ needs.

1. **Background and Context:**
   1. One of the dominant contributory factors to the region’s productivity and economic growth is the level of education, training and skills within the working age population. This specification seeks to address a range of issues concerning the development and upskilling of the marine workforce. It aims to help businesses to develop and grow, become more resilient and more productive.

The Employer Led Skills (ELS) project will provide a strategic approach to addressing

identified skills gaps across Cornwall & Isles of Scilly through delivery of business-led

programmes designed to upskill the workforce. 3,090 individuals will be engaged in a range

of training and qualifications to develop their knowledge, skills and competencies to support

progression within their chosen career. Businesses will benefit from increased workforce

capability which will drive productivity improvements and economic growth.

The Employer Led Skills (ELS) project will address the following strategic objectives:

* + - To address the basic skills needs of employed people, particularly in SMEs and micro businesses.
      * The ELS project will engage 1,303 participants without basic skills and support 353 participants to gain a basic skill.
    - To increase the skills levels of employed people from the existing level to the next level up, to encourage progression in employment.
      * The ELS project will support 833 participants to gain a Level 2 or below unit / qualification.
    - To increase the number of people with technical and job specific skills, particularly at L3 and above and into higher and advanced level apprenticeships.
      * The ELS project will support 269 participants to gain a Level 3 and above unit / qualification.
    - To increase the skills levels of employed women to encourage progression in employment and help address the gender employment and wage gap.
      * The ELS project will support and encourage 594 employed women to progress within their employment and career pathway. In addition, women will be upskilled with transferrable skills to enable them to move into and within sectors where they are traditionally under-represented.

In C&IoS the percentage of people with no qualifications remains relatively static, in terms of the percentages of those in employment. In addition, there are substantial numbers of employees without level 2 qualifications underpinning the arguments for creating the Employer Led Skills project.

The intention is to produce a Framework that includes a core number of freelance tutors, training providers and consultancy services, making readily accessible a wealth of training and development opportunities for SME businesses across C&IoS. Training opportunities and consultancy services must be geographically spread across the County in order to be able to service the needs of employers in North, Mid and West Cornwall, and the Isles of Scilly. Employers will be able to pick from a predetermined offer hosted by the individuals and organisations on the Framework. Further to this, those named on the Framework should be able to design and deliver bespoke training as required by employers and agreed by CMN as part of the ELS project.

Training will be delivered across sectors and as such the framework will include a training and consultancy offer that covers a wide scope of provision including, but not limited to:

**Strategic and operational support:** consultants who can support businesses to develop strategy and longevity, as well as offer mentoring and coaching for current and aspiring business leaders

**Generic business skills:** develop and deliver training to support businesses to grow and be sustained, offering new courses as well as those currently offered by CMN. For a list of the current CMN business offer please see here: <https://cornwallmarine.net/training-courses>

**Marine:** short courses such as fire safety, RYA, Powerboat, Water sports instructor, SUP, STCW, sustainable energy and other marine based training

**Sector specific short courses:** in areas such as digital solutions, construction (digger, forklift and tele-handling), arboriculture, welding and retail

**Mental health:** awareness raising across all sector businesses engaged with the project. Mental Health First Aid and other similar awareness training as relevant

CMN is keen to create a framework that offers employers a wide scope of training and development, and meets the diverse needs of businesses across C&IoS. Freelance tutors and assessors, external training organisations and consultancy services are therefore encouraged to submit proposals for consideration that while not stated, would offer value to one or more of the sectors identified above.

* 1. **Additionality** – It is important for applicants to ensure that proposals do not duplicate existing activities or activities that do not address market failure. ESF can only be used to achieve additional activity or bring forward activity more quickly. Applicants must be able to demonstrate that proposals are additional to activity that would have occurred anyway and/or enables activity to be brought forward and delivered more quickly than otherwise would be the case in response to the demand established by sectoral development work and needs analysis.
  2. **Eligible participants** - Employees – full time or part time, including furloughed staff (further guidance available re those with zero-hour contracts) and the Self Employed. All marine sector businesses in C&IoS.

1. **Specification Requirements:**
   1. **Budget** – CMN expects to allocate up to **£228,563 of ESF** inclusive of VAT for purchasing from this Framework**.** CMN reserves the right to increase or decrease this allocation by up to 15% subject to the quality of the proposals received and demand for training and support from employers. The total value of the contract is split into 2 lots:
      1. external training providers - **£168,563**
      2. freelance tutors, assessors & consultants - **£60,000**

*Please note: CMN’s ‘standard' daily rate for contracted* ***freelance tutors*** *is £14 per hour, up to a maximum of £115.50 per day (1 full day = 7.5 hours). This rate is subject to review and may vary depending on course numbers, specialism, subject level, accreditation, qualifications held. On joining the framework, a payment schedule relevant to individual tutor’s work allocation will be agreed and payment thereafter will reflect this agreement. All tutors must be mindful of this when submitting their application for Framework consideration.*

***External training providers and consultants*** *are asked to state the costs of their provision as part of their framework submission.*

* 1. **Location**: all training delivery will be based in C&IoS and will be delivered either online, face to face (when safe to do so) and via a range of blended learning methods.
  2. **Duration** – All training will be completed by 31st March 2023. The end date may be extended by 6 months to 30th September 2023 subject to further dialogue with DWP.
  3. **Objectives** -
     1. CMN is looking for **consultancy services** that can work with businesses and individuals to support strategy and operational developments as well as offer mentoring and coaching to current and aspiring business leaders. Consultancy services must:
* have a proven track record of successful coaching and mentoring at a strategic level, supporting employers to develop their people and their businesses
* offer a flexible approach to the service through both face to face and online communication
  + 1. CMN is looking **for freelance tutors, assessors and training organisations** who can offer:
       - delivery of accredited, non-accredited and bespoke training packages at levels 1, 2 and 3 to businesses across C&IoS
       - flexible delivery times to overcome barriers to learner engagement
       - delivery in a range of formal, non-formal and informal settings, including workplace delivery and support to address travel and rurality issues
       - facilitation of aggregated employer demand in key geographic clusters across Cornwall
       - participants the opportunity to develop transferrable skills, both into and within sectors, as well as support for over 50’s succession planning for business owner-managers
    2. **Freelance tutors, assessors and training organisations** must:
       - be qualified to the appropriate level within their vocational/specialist subject
       - have a relevant teaching qualification – minimum of level 3 (AET/PTLLS or equivalent) if delivering non-accredited training and minimum of level 4 (CET/CTLLS or equivalent) if delivering qualification based accredited courses.
       - hold an Assessors Award (TAQA or equivalent - if applying to the framework as an assessor)
       - have the capacity to deliver training online and through blended learning, as well as face to face delivery in C&IoS over the term of this tender
       - be able to demonstrate the embedding of basic skills development into delivery
       - hold appropriate levels of insurance (professional, indemnity, public liability)
       - have demonstrable experience of delivering high quality training packages
       - have up to date training on safeguarding and prevent
       - hold a recent and relevant DBS, or apply for a DBS check and provide a copy to CMN
    3. Applicants must outline their experience and skills against the points identified above in their Framework application.
    4. Applicants should also include in their response:
       - Information about each course available to be offered and which of the identified sectors it fits within
       - how many courses can be delivered and at what level
       - whether the training offer will result in accredited or non-accredited learning
       - the geographical locations where they can deliver (if not online) – North, Mid or West Cornwall, and IoS
       - the duration of each course/training package
       - the cost of each course/training package
       - Provide evidence of qualifications
  1. **Audit** – All payment claims will be subject to audit by CMN and other bodies such as DWP, which is the Managing Authority for ESF funds in England. Non-compliance by **freelance tutors and assessors** with the terms and conditions set out in the SLA may lead to financial penalties. Please see Annexe A of this specification for an example **freelance tutor** SLA.

*Please note: the annexed SLA is for freelance tutors and assessors and for example purposes only - the SLA issued may differ slightly in line with the review of payment terms and specific offer of work.*

* 1. **Selection** – All proposals for Framework inclusion will be scored in line with the criteria specified in section 5g below.

1. **Cross Cutting Themes** - All applications received under this specification should demonstrate how the cross-cutting themes will be addressed in their training and development. The cross-cutting themes for ESF are ‘gender equality and equal opportunities’ and ‘sustainable development’. This may include control of waste in manufacturing, use of renewables, a focus on those over 50 to enable sustainable inclusion and improved productivity, or women within the workforce where the project would see improved equality and progression for example.
2. **Application Process & Prioritisation Methodology:**
   1. Procurement - Robust and transparent procurement is required to ensure that CMN considers:
      1. value for money;
      2. maximises the efficient use of public money; and
      3. maintains competitiveness and fairness across the European Union.
   2. This specification identifies specific requirements for all applicants to consider in respect of their proposals. CMN will appraise proposals against these requirements.
   3. This specification is being assessed in a ‘single stage’ process.
   4. CMN will check applicant eligibility; activity and expenditure eligibility; and the fit with the specification as initial gateway criteria. Proposals that pass this stage will then be considered against the following points: Strategic fit; Value for money; Management & control; Deliverability. The assessment and any prioritisation will be undertaken using only the information supplied as part of the application process.
   5. Questions can be addressed to CMN by email to [vicky.peters@cornwallmarine.net](mailto:vicky.peters@cornwallmarine.net). All questions and answers will be published for the benefit of all potential applicants on the CMN website.
   6. CMN will also complete a Financial Due Diligence exercise and ask applicants to provide:
      1. Proof of trading – financial accounts/statements
      2. Proof of Existence – Certificate of Incorporation, VAT Registration Certificate, etc.
   7. Evaluation Methodology:
      1. As a deliverer of public funds, CMN will advertise this tender in accordance with public contracting regulations.
      2. The decision to award the contract will be based on a number of criteria:

|  |  |  |
| --- | --- | --- |
| Criteria | Score (0=not addressed, 5=Fully addressed) | Weighting (%) |
| Best value for money | 0-5 | 20 |
| Understanding of the brief, including clarity and credibility of the proposal. | 0-5 | 20 |
| Proposed delivery model addresses the objectives outlined above. | 0-5 | 20 |
| Quality of the approach to the work. | 0-5 | 20 |
| Capabilities and experience of delivering similar programmes | 0-5 | 20 |
|  | Max. 25 points | 100 |

* + 1. Each proposal will be checked for completeness and compliance with all requirements.
    2. During the evaluation of proposals, CMN reserves the right to seek clarification in writing from applicants to assist it in its consideration of the service procurement.
    3. CMN is not bound to accept the lowest price or any proposal. CMN will not reimburse any expense incurred in preparing proposals.
    4. When training needs of an employer requires delivery from the Framework, providers who wish to do so, will be asked to bid to secure the delivery work. As all Training providers will have been quality checked as part of the Framework selection process, the result of this bidding process will be based on best price.
    5. Training organisations must note that successful selection on to the Framework does not guarantee an offer of work. Offers of work will depend on employer need and match to the Training Organisation’s ability to provide (geographical location, content and price point).

1. **Timetable**: The anticipated timetable for submission of the tender is set out below.

|  |  |
| --- | --- |
| Milestone | Date |
| Issue Invitation to Tender | Day 0 (2nd December 2020) |
| Final date for receipt of clarifications | Monday 14th December 2020 |
| Final date for response to clarifications | Friday 18th December 2020 |
| **Deadline to return proposals to CMN** | **5pm Friday 8th January 2021** |
| Evaluation of proposals by CMN - commencement | Monday 11th January 2021 |
| Successful and unsuccessful quoting organisation/s informed | w/c Monday 25th January 2021 |

1. **Submission Requirements:**
2. Any questions or points of clarification to be directed by email to [vicky.peters@cornwallmarine.net](mailto:vicky.peters@cornwallmarine.net) by **Monday 14th December**
3. Please submit the proposal document/s by email or post or in person by **5pm on Friday 8th January 2021**
4. If submitting electronically, please send by email to [vicky.peters@cornwallmarine.net](mailto:vicky.peters@cornwallmarine.net) with the following wording in the subject box: “ELS - Cross-sector consultancy & training proposal - Strictly Confidential.”
5. Applicants are advised to request an acknowledgement of receipt when submitting by email.
6. If submitting by post or in person, the quotation document must be enclosed in a sealed envelope, marked as follows:  
   “ELS Cross-sector consultancy & training proposal - Strictly Confidential.” Vicky Peters, ELS Compliance Manager, Cornwall Marine Network, Maritime Business Centre, Units 7a & 7b Falmouth Business Park, Bickland Water Road, Falmouth, TR11 4SZ
7. The proposal should be clearly marked for Cornwall Marine Network, issued on a letterhead that includes your company name, company number and VAT number.
8. In you are delivering the proposal by hand or courier it should be delivered to Reception at Cornwall Marine Network during normal working hours (9.00am to 5.00pm Monday to Friday) and an official receipt obtained.
9. Please ensure you cover all the elements of the specification objectives and your costings should be inclusive of VAT (where this element applies)
10. **General Information**: All proposals **must** consider **all** of the following points as pre-requisite if the proposal is to be considered;
    1. **Equality and Diversity** - CMN is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful applicant will be equally committed to equality and diversity in its provision and will ensure compliance with all anti-discrimination legislation. You will be required to comply with CMN’s Equality & Diversity policy and practices if successful in securing this contract.
    2. **Environmental Policy** - CMN is committed to sustainable development and the promotion of good environmental management. The successful applicant will be committed to a process of improvement with regard to environmental issues. You will be required comply with CMN’s Environmental policies and practices if successful in securing this contract.
    3. **Indemnity and Insurance** - The successful applicant must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the provider’s obligations and liabilities under this contract, including but not limited to:
       1. Professional indemnity insurance with a limit of liability of not less than £5 million.
       2. Public liability insurance with a limit of liability of not less than £5 million.
       3. Employers liability insurance with a limit of liability of not less than £5 million (if appropriate)
       4. All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract.
       5. If applicants do not hold the stated level of insurance, CMN will discuss levels of insurance on a case by case basis, as relevant to the content of training being delivered.
    4. **Exclusions** - CMN shall exclude the applicant from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant’s company, has been the subject of a conviction by final judgment of one of the following reasons:
       1. Participation in a criminal organisation
       2. Corruption
       3. Fraud
       4. Terrorist offences or offences linked to terrorist activities
       5. Money laundering or terrorist financing
       6. Child labour and other forms of trafficking in human beings
    5. **Document Retention** - All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CMN at the end of the contract so that we can retain them for future reference/audit. The provider will not be expected to store these documents for future reference.
    6. **Document ownership** - Any document or curriculum developed on behalf of CMN shall remain the Intellection Property of CMN and will be branded as so.
    7. **Disclaimer** 
       1. The issue of this documentation does not commit CMN to award any contract pursuant to the quoting process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CMN or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CMN and any other party (save for a formal award of contract made in writing by or on behalf of CMN).
       2. CMN reserves the right to terminate a provider’s inclusion on the framework if concerns over quality or integrity are identified and substantiated.
       3. Providers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their quote responses. Information supplied to the providers by CMN or any information contained in CMN’s publications is supplied only for general guidance in the preparation of the quote response. Providers must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CMN for any loss or damage of whatever kind and howsoever caused arising from the use by providers of such information.
       4. No representation by way of explanation or otherwise to persons or corporations quoting or desirous of quoting as to the meaning of the Invitation to Quote, contract or other quote documents or as to any other matter or thing to be done under the proposed contract shall bind CMN unless such representation is in writing and duly signed by the CEO of CMN. All such correspondence shall be returned with the quotation documents and shall form part of the contract.
       5. **Payment terms** – as per CMN’s payment terms:
          * The ‘standard’ daily rate for contracted **freelance tutors** is £14 per hour, up to a maximum of £115.50 per day. This rate is subject to review and may vary depending on course numbers, specialism, subject level, accreditation, qualifications held.
          * On joining the framework, a payment schedule relevant to individual **tutor’s** work allocation will be agreed and payment thereafter will reflect this agreement.
          * Payment is made to the **freelance tutor** on the basis of the quality product delivered and payment of the agreed sum shall be made by CMN within 30 days of receipt of a valid and authorised invoice.
          * **External training providers and consultants** will be paid through an invoice system with payment made within 30 days of receipt of the invoice.
       6. **Course cancellation** - in the unlikely situation of a course being cancelled:

* If work has commenced, you will be paid for the time /cost incurred with the provision of a timesheet, invoice and any outputs produced at that stage
* If work has not started, CMN will be unable to pay for the planned work (unless stated otherwise) because it will not receive payment in turn for the outputs
* CMN will endeavour to allocate other work wherever possible to compensate for time and income lost due to cancellation.
  + - * If you are unable to deliver the work allocated, please contact the CMN Team with as much advance notice as possible, so that a new tutor can be allocated if possible.
    1. CMN reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

**Annexe A: Example Freelance Tutor / Assessor Service Level Agreement (SLA)**



**Service Level**

**Agreement**

**Between**

**Cornwall Marine Network Ltd**

**And**

# XXXXXXXX

**THIS AGREEMENT** is made to come into effect from the **DATE**

**BETWEEN**

**XXXXXX**

(Hereinafter referred to as “Freelance Tutor/ Assessor”);

## And Cornwall Marine Network

Cornwall Marine Network Ltd, Maritime Business Centre, Unit 7b, Falmouth Business Park, Bickland Water Road, Falmouth, Cornwall, TR11 4SZ. (Hereinafter referred to as “CMN”).

## WHEREAS

The Freelance Tutor/ Assessor is contracted with CMN to provide delivery, assessment and /or development, for training undertaken through CMN. The Freelance Tutor/ Assessor will provide training, monitoring information, assessment and IAG throughout the Apprentice or other training programmes in accordance with this agreement and as agreed with CMN through the Freelance Tutor/ Assessor allocation letter.

**IT IS HEREBY AGREED:**

1. The Freelance Tutor/ Assessor will deliver a bespoke and high quality programme to learners as agreed through Freelance Tutor/ Assessor allocation letters for each individual learner.
2. Both parties shall cooperate and provide information to each other in order to promote the joint delivery of customer service excellence and continuous improvement.
3. The Freelance Tutor/ Assessor will ensure that they have all up to date and relevant qualifications and any other training as required by CMN from time to time to ensure that they can deliver at the required standard by the awarding organisation (if training is accredited) and be responsible for undertaking relevant continual professional development (CPD).
4. The Freelance Tutor/ Assessor will undertake to support the learner’s achievement and enable them to complete on target.
5. Payment is made to the Freelance Tutor/ Assessor on the basis of the quality product delivered and payment of the agreed sum shall be made by CMN within 30 days of receipt of a valid and authorised invoice. The payment schedule relevant to your work allocation is attached at Annex 1.
6. CMN hereby undertakes to provide training in accordance with the Quality Procedures as set out in Schedule 1 to this Agreement.
7. The Freelance Tutor/ Assessor hereby undertakes to CMN, the learner, employer and the host employer/ placement (if applicable) that all information will be stored confidentially in accordance with the General Data Protection Regulations (GDPR) requirements. CMN will provide the Freelance Tutor / Assessor with access to a copy of CMN’s GDPR policy to understand and comply.
8. All information exchanged between the Parties hereto shall be treated as confidential unless:
   1. The information is already in the public domain
   2. The information must be disclosed by law
   3. The information is specifically stated not to be confidential
   4. Disclosure must be made to funding authorities; or other properly constituted authorities; or by Order of the Court.
9. Both Parties shall cooperate and provide information to each other such that any specific incident reporting requirement can be undertaken within the scope of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR, 1995).
10. CMN and the Freelance Tutor/ Assessor will ensure that equality of opportunity is built into all aspects of their provision and that these comply with the principles set out in the ESFA’s National Equality and Diversity Strategy. This will also include upholding Safeguarding at all times and Prevent measures
11. The Freelance Tutor/ Assessor must report any Health and Safety incidents or complaints to CMN immediately, or within 24 hours if low risk. Safeguarding or Prevent concerns must be reported immediately to the CMN Safeguarding team.
12. The Freelance Tutor/ Assessor will report any significant issues or concerns that may impact on the delivery or achievement of an individual or group of learners within 24 hours to Gaynor.bagnall@cornwallmarine.net
13. All documentation relating to this delivery on behalf of CMN shall be retained by CMN until 31st December 2023.
14. Any document or curriculum developed on behalf of CMN shall remain the Intellection Property of CMN and will be branded as so.
15. CMN may at any time terminate your engagement with immediate effect with no liability to make any further payment to you (other than in respect of any accrued fees or expenses at the date of termination) if:
    1. You are in material breach of any of your obligations under this agreement; or
    2. Other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the Services. Any delay by CMN in exercising its rights to terminate shall not constitute a waiver of those rights.
16. This Agreement may be terminated in all other circumstances at any time by either Party giving to the other notice of two weeks or four weeks for development work. Such notice shall be in writing and delivered to the address set out first before or via email to Gaynor Bagnall Gaynor.bagnall@cornwallmarine.net
17. CMN may withhold payment if the required level and standard of evidence and learner updates for all learners are not received by the last day of the month.
18. Restrictive Covenants: The Freelance Tutor / Assessor agrees that:

* during the contracting period and for the period of six months after the Termination Date for the purposes of any businesses or learners in direct or indirect competition with CMN either on your own behalf or on behalf of any other person, firm, limited liability partnership, company or other entity, directly or indirectly solicit or entice away or try to solicit or entice away from CMN or deal with any Client or induce or attempt to induce any Client to cease conducting any business with CMN or to reduce the amount of business conducted with CMN or adversely to vary the terms upon which any business is conducted with CMN;
* for the period of six months after the Termination Date, either on your own behalf or for any other person, firm, limited liability partnership, company or other entity, directly or indirectly solicit, interfere with, entice away or try to entice away from CMN any employee.

1. CMN reserves the right to vary the terms of this agreement at any point, subject to prior consultation with the Freelance Tutor / Assessor, as a result of any material changes in CMN’s business or contracting arrangements.

**SCHEDULE 1**

CMN and the Freelance Tutor/ Assessor will deliver the required training programme to a high standard of quality and, if training is accredited, as defined by the qualification awarding organisation and consistent with CMN’s objective to become OFSTED graded ‘Outstanding’. CMN will carry out observations of teaching and learning assessment (OTLA) of the Freelance Tutor/ Assessor’s delivery on an annual basis or more frequently if deemed necessary by CMN as required by Ofsted, ESFA and other contract providers. Ofsted, ESFA and other contract providers may also carry out OTLA’s in accordance with contract and quality compliance.

The Freelance Tutor/ Assessor will:

1. Provide suitable and current email address, contact (including emergency contact details) details and bank details for payments
2. Provide copies of certificates of current qualifications and training, including any new CPD completed during the contracted period
3. Provide proof of Learner attendance at appointments i.e. register as appropriate
4. Provide fully completed evidence of Learner progress to the standard required by CMN on a monthly basis
5. If delivering CMN’s accredited and non-accredited training attend scheduled meetings held by CMN i.e. Standardisation Meetings, in order to support continuous quality improvement
6. Obtain security / DBS clearance as required prior to contracted appointment, at your own cost. CMN can arrange this service as required
7. Ensure all accredited learner folders are completed and appropriately assessed ready for verification, to the standard required by CMN
8. That any malfunctions with electronic equipment, along with printer and projector, are reported to CMN for attention or repair immediately they occur
9. Return paperwork and resources to CMNimmediately following each course or assessment
10. Agree time and frequency of learner visits hours to be spent on delivery in advance of the learner starting their journey with CMN
11. Ensure all paperwork is completed and submitted efficiently and accurately and to the standard required by CMN
12. Not disclose, either during or after the termination of contract, any information of a confidential nature relating to CMN, its members, clients, suppliers or any third party
13. Ensure where applicable to either accredited or non-accredited training that lesson plans, schemes of work and assignment briefs are current and of high quality
14. Provide a safe, healthy and supportive environment
15. Ensure all criteria in awarding organisation standards are met if accredited learning is being delivered
16. Receive from CMN access to copies of all its relevant policies and procedures, including its Code of Conduct and Lone Worker Policy. Freelance Tutors / Assessors must ensure they comply with the policies and codes at all times when representing CMN

CMN and the Freelance Tutor/ Assessor shall take all reasonable steps to:

1. Meet the requirements of inspection criteria as assessed by Ofsted, the awarding organisation and other contract providers
2. Offer equality of access to learning opportunities and close equality gaps in learning and outcomes
3. Provide good ownership, management and leadership of the learning process
4. Deliver value for money and financial probity and claim only for time actually delivering for CMN in accordance with contracted schedules. CMN staff will monitor delivery time and invoices accordingly
5. Minimise learner drop-out rates and deliver high completion and achievement rates and successful outputs and outcomes
6. CMN will make all associated paperwork (and required resources where applicable) available to the Freelance Tutor / Assessor, who will in turn, collect prior to use, fully complete with learners to accurate and high standards, be responsible for and returning paperwork to nominated CMN team members within the schedule agreed. Please note that failure to accurately complete paperwork which results in a loss of income to CMN will be reflected in reductions in subsequent claims for payments made by the Freelance Tutor / Assessor
7. Ensure all equipment and resources provided are stored safely and securely when not in use and returned to CMN following training or assessing delivery. Any damage or operational issues with equipment must be reported to CMN at the end of the day it is noticed.
8. Your CMN Training Centre Manager is Gaynor Bagnall. All workload must be noted by and agreed with the Centre Manager. Any issues, changes in circumstances, appointments, illness and feedback should be reported to Gaynor in the first instance. In Gaynor’s absence please report to Lucy Harris, CMN Operations Director.
9. You will be issued with a CMN email address and calendar for use relating to all CMN activity (this is part of the GDPR compliance). Use of the CMN email address will be strictly for communications relating to delivery of this contract and may not be used for personal business. You will ensure that the training team has the information available to maintain the training diary.

In witness whereof the Parties hereto have signed this agreement the day and date first before written.

|  |  |
| --- | --- |
| Signed | …………………………….. |
| Print name | **Gaynor Bagnall** |
| Position | Centre Training Manager (CORNWALL MARINE NETWORK) |
| Date | ……………….………………… |
| Signed | ……………………………… |
| Print name | **NAME** |
| Position | Freelance Tutor/ Assessor |
| Date | …………..……………………… |

**ANNEX 1** (Effective as of **DATE**)

CMN will provide the Freelance Tutor/ Assessor with the following for delivering Training / Apprenticeship standards and frameworks –

***NOTE:*** *these rates will be reviewed in line with work offered as noted in the ITT document*

|  |  |  |  |
| --- | --- | --- | --- |
| Activity | No. Days / Visits | Fee per day / Visit | Notes |
| Apprenticeship Assessment | Varies per framework / Standard (12-42 months) | £63 per visit per month | This will include a minimum of two hours visit time with the Apprentice. Also included in this fee is: completing all assessing, marking and wrap around support to the apprentice associated with the Apprentice’s needs for that month, including travel time.  An allocation letter will be issued per learner / Apprenticeship. |
| Tutor (delivering pre-created content) and assessment | Per day | £115.50 | 1 full day = 7.5 hours |
| Attendance at standardisation meetings and other meetings at the request of CMN | Per hour | £14 | With a maximum of £115.50 per day spent in attendance. |
| Curriculum development and procurement of course materials | Per hour  Per day | £14  £115 | To a maximum of £115 per day. To be agreed in advance with Training Centre Manager |
| Mileage | Per mile | 45p | Details to be included in a mileage claim. |
| Finder’s fee | Per Learner / Business | £50 | This will be only paid if / when a referral leads to new business for CMN earning a minimum of £100 |