

## VARIATION AGREEMENT

**THIS AGREEMENT** is made on 6 April 2020

**BETWEEN:** - (1) **THE SECRETARY OF STATE FOR EDUCATION** whose Head Office is at

Sanctuary Buildings, Great Smith Street, London, SW1P 3BT (the "**Department**"); and

(2) **NASEN** registered in England and Wales under number **02674379** whose registered office is Units 4&5 Amber Business Village, Amber Close, Tamworth, Staffordshire, B77 4RP (the "**Contractor**")

### **RECITALS:** -

- (A) The Department and the Contractor entered into a Contract for the Provision of Services dated 01 April 2018 with the Department's reference number of **LDSG (SEND) 18-19/03** ("**Original Contract**") for the purposes of embedding SEND within the school led system of School Improvement in order to equip the workforce in mainstream and special schools, from foundation stage to sixth form, to deliver high quality teaching across all types of SEN. This will involve ensuring the school workforce recognises the value of, and knows how to access, high quality training and CPD opportunities, and identify appropriate, evidence-based interventions.
- (B) The Department and the Contractor have agreed to vary the terms of the Original Contract as set out in this Agreement.
- (C) The Department's reference number for this Variation Agreement is 05.

**IT IS AGREED** as follows: -

#### 1. **CONSIDERATION**

In consideration of each of the parties entering into this Agreement (such consideration being agreed by the parties to be good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged and agreed), the parties have agreed to vary the Original Contract in accordance with Schedule 6.

#### 2. **VARIATION OF THE ORIGINAL CONTRACT**

2.1 The parties agree with effect from the date of this Agreement the Original Contract shall be varied as set out in Annex 1 attached.

2.2 Subject to the variations set out in Annex 1, the Original Contract and Variation Agreement 1, shall continue in full force and effect in all respects.

2.3 In addition to the amendments set out in Annex 1, the Original Contract shall be construed and interpreted with such further consequential amendments as are necessary to give effect to the amendments set out in Annex 1 of this Agreement, as if such further amendments were also expressly set out in Annex 1.

2.4 Except as provided in Clause 2.3 and Annex 1, the parties agree that no other liabilities, financial or otherwise, shall accrue to the Department because of this Variation Agreement.

3. **SEVERABILITY**

The provisions of this Agreement are intended by the parties to be severable in the event that any part of it is held to be illegal or unenforceable (in whole or in part) and such part shall not affect the validity and enforceability of the remaining provisions or the remainder of the affected provision under this Agreement.

4. **AUTHORITY AND COSTS**

Each party undertakes that it has full power and authority to enter into and shall be responsible for its own costs arising in relation to this Agreement.

5. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

5.1 Subject to Clause 5.2 below, this Agreement is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person who is not a party to this Agreement. Accordingly, the parties confirm that no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

5.2 It is the intention of the parties that any other department, officer or agency of the Crown, may as required from time to time act as the Department's agent in enforcing the Department's rights under this Agreement.

6. **GOVERNING LAW AND JURISDICTION**

The parties agree that this Agreement and any dispute arising under or in any way connected with the subject matter of this Agreement (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of England, and the parties submit to the jurisdiction of the English Courts.

**EXECUTED** by the parties on the first date in this Agreement.

**Authorised to sign for and on behalf of the Secretary  
of State for Education**

[Redacted]

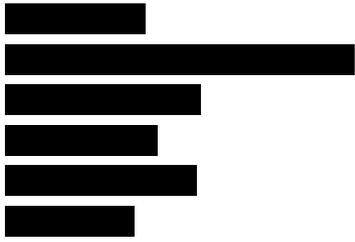
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**Authorised to sign for and on behalf of NASEN**

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## **ANNEX 1 VARIATIONS TO ORIGINAL CONTRACT**

All references to Clauses in this Annex 1 are to Clauses in the Original Contract.

1. Schedule 1 – the specification shall be amended to include the following Aims (Schedule 1, clause 2) Objectives (Schedule 1, clause 3) and Methodology (Schedule 1, clause 4).

### **Aims**

The aim of the overarching contract, and this variation, is to embed effective SEND provision within School Improvement in order to equip the workforce in mainstream and special schools, from foundation stage to sixth form, to deliver high quality teaching across all types of SEN. This involves ensuring the school workforce recognises the value of, and knows how to access, high quality training and CPD opportunities, and to identify appropriate, evidence-based interventions.

This variation supports wider Departmental priorities to ensure that mainstream schools are equipped to support pupils with SEND both to improve pupil outcomes. The programme of activity for 2020-21 aims to improve SEN Support to ensure needs are identified and addressed early, which could reduce the need for later, more costly support, requiring an Education, Health and Care plan. It will do this by:

- clarifying expectations around SEN provision in mainstream schools;
- Exemplifying expectations on inclusive teaching and learning for different levels of the profession to build capacity in mainstream schools; and
- improving access to specialist support in particular where Ofsted/CQC support highlight this (condition specific organisations, EPs, and services such as SLTs).

Learning from activity in 2018-20 has shown that the building of a self-sustaining community of practice, a strategy on which this contract is based, is an effective means to reach school-based professions and improve their inclusive practice. Therefore, this

variation will consolidate and expand the regional operation to engage a wider forum of practitioners and to enable the Regional SEND Leads to provide training and information on identified areas for development in their region, including school improvement planning.

### **Objectives**

The contractor shall use all reasonable endeavours to achieve the following objectives by the end of March 2021:

- Drive education institutions to prioritise SEND by ensuring the community of practice is well established in the 8 RSC regions and that teachers and other

practitioners are supported to identify expertise and knowledge within their locality.

- Equip schools to meet their training needs in relation to SEND by creating and delivering a new LA support package that is responsive to the identified need of schools in at least 14 LAs.
- Build the specialist workforce in mainstream and special schools by ensuring that all school professionals understand how to contribute to excellent SEND provision at every point in their career and how to develop their practice and access relevant training and resources.
- Identify and respond to any gaps in the training and resources by creating a new structure for commissioning new work from the Consortium in line with Departmental priorities and emerging gaps.

Specifically, the contract variation will aim to deliver four specific areas of activity, aligned to the contract's original objectives. The activity builds on that delivered under the original contract in 2018-2020.

**1. A core regional offer of support and training delivered through school based Regional SEND leads to improve SEN Support in mainstream school, working with the new Teaching Hubs:**

Activity: Delivery of CPD events within each RSC region to at least 280 schoolbased delegates. The events will be used to: raise awareness of the Community of Practice and WSS resources amongst key stakeholders, raise awareness of the WSS suite of resources and how they can be used with TSAs, SLEs, NLEs and policy hubs, deliver training and information on priority areas identified by the SEND regional leads and raise awareness of sources of SEND CPD.

**2. Support for LAs to improve SEN Support in schools, with an enhanced offer of support to provide SEND specific expertise to meet identified need**

Activity: Consortium expertise to create a suite of flexible support options which can be constructed and delivered in consultation with the regional team member within each supported LA.

To help ensure the sustainability of the LA Support offer, Whole School SEND will develop an online version of SEND reviewer training with content for mainstream, AP, and specialist settings.

**3. Targeted activity aimed at teachers and leaders at specific times of their career to improve SEN provision across the system.**

Activity: Creation of a new Early Career Teacher (ECT) SEND resource, further development of the Knowledge and Skills Tool, case studies of effective use of

specialists (including EPs, OTs and SaLTs) in schools, activity to support the implementation of the Autism Strategy in schools, and continued dissemination of relevant SEND research to the profession.

**4. Consortium Development Fund available to consortium partners to deliver pilot or focussed projects to address identified gaps in the provision of SEND training, resources and improve SEN Support in schools.**

Activity: Development and operation of a new commissioning structure, with steering group, which supports the identification of future work strands and the award of small projects and pilots. This activity contributes to the growth of a strong consortium offer.

**Value**

The contract value for 2020-2021 to £2.18 million (all figures inclusive of VAT).

**Schedule of work Value**

The contract value for 2020-2021 to £2.18 million (all figures inclusive of VAT).

**Schedule of work**

The full schedule of work is shown below. Further detail of KPIs and quarterly payment schedule will be held in individual project briefs for each strand of work.

<b>Aims/strands</b>	<b>2020-2021 activity</b>	<b>Cost: £2.18m</b>
<b>Aim 1: Drive education institutions to prioritise SEND within their CPD and school improvement plans including facilitating greater links between mainstream and special schools.</b>		

<p><b>Strand 1a</b> disseminate high quality relevant SEND research to the schools' workforce</p>	<p>1a(1) host SEND research package on SEND gateway.</p> <p>KPIs:</p> <p>12 x consortium research blogs ██████████</p> <p>1 x nasenco research booklet ██████████</p> <p>5 x research video hosted on SEND gateway ██████████</p> <p>1 x academic SEND research publication hosted on SEND gateway ██████████</p> <p>(formally 1a(2))</p>	<p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p> <p>██████████</p>
<p><b>Strand 1b</b> A core regional offer of support and training delivered through school based Regional SEND leads to improve SEN Support in mainstream school, working with the new Teaching Hubs.</p>	<p>1b(1) Regional CPD events/digital conferences</p> <p>KPI 8 x 280 delegates training</p> <p>████████████████████</p> <p>████████████████████</p> <p>(formally 1c(3))</p>	<p>████████████████████</p> <p>██████████</p> <p>██████████</p> <p>████████████████████</p> <p>████████████████████</p>
	<p>1b (2) Regional SEND Leaders to provide information and advice to DfE around implementation COVID19 education measures relating to EHCPs and/or special school settings.</p>	<p>Covered in Regional Leadership consultancy days below.</p>
	<p>KPI – SEND Regional Leadership team to share pertinent information as required or necessary with DfE colleagues.</p>	

<b>Sub-total strand 1</b>		██████████
<b>Aim 2: Equip schools to meet their training needs in relation to SEND by creating and delivering a new LA support package that is responsive to the identified need of schools in 14 LAs.</b>		
<b>Strand 2a Support for LAs to improve SEN Support in schools, with an enhanced offer of support to provide SEND specific expertise to meet identified need</b>	<p>2a(1) LA support packages</p> <p>KPI: deliver 200 days ██████████ from Whole School SEND Consortium partners to LAs identified by DfE for support.</p> <p>(formally 1b(1))</p>	██████████ ██████████ ██████████ ██████████ ██████████
	<p>2a(2) Regional SEND Lead days for LA consultancy</p> <p>28 days ██████████</p> <p>KPI: Deliver 2 days consultancy to 14 LAs identified by DfE.</p> <p>(formally 1b(2))</p>	██████████ ██████████ ██████████ ██████████
<b>Strand 2b Online reviewer training</b>	<p>2b(1) SEND Reviewer Training</p> <p>KPI: Develop an online version of SEND reviewer training, including platform, content development and testing and launch. Including relevant content for mainstream, AP, and specialist settings.</p> <p>(formally 2.b.7)</p>	██████████ ██████████ ██████████ ██████████ ██████████
<b>Sub-total strand 2</b>		██████████

**Aim 3: Build the skills of teachers working in mainstream and special schools and of SENCOs and teachers of classes of children and young people with sensory impairments by promoting best practice.**

<p><b>Strand 3a</b> Develop guidance on the role of the Early Career Teacher in delivering SEND provision that clearly sets out how ECTs can remove barriers for learning for pupils with SEND in their classrooms.</p>	<p>3a(1) ECT SEND Resource Pack KPI: Create and publish ECT SEND Resource Pack.  (formally 3d(1))</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>Strand 3b</b> Development of Knowledge and Skills tool initiated under 2018/2020 contract</p>	<p>3b(1) Proposal for developing and user testing the Knowledge and Skills tool agreed with DfE and delivered. KPI: Final SEND review tool improves understanding of the SEND skills and knowledge needed by school practitioners, to enable schools' practitioners to provide effective SEND support.  (formally 2b(9))</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

<p><b>Strand 3c</b> Case studies highlighting effective use of specialists in mainstream schools</p>	<p>3c(1) Case studies and report highlighting good and promising practice around use of specialists in mainstream schools to build universal and SEN support provision.</p> <p>KPIs:</p> <p>10 case studies identified at least 3 each for EP, OT and SaLT = [REDACTED] per case study</p> <p>Report discussing key features of good and promising practice and top tips for school</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>leaders, SENCOs and classroom teachers = [REDACTED]</p> <p>(formally 3e(1))</p>	
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<p><b>Strand 3d</b> Raise awareness of autism strategy within schools' workforce to support high quality provision for pupils with Autism.</p> <p><i>(Project brief to specify that work needs to be developed with ITT providers and neurodiverse professionals)</i></p>	<p>3d(1) (to be tendered within consortium during Q1)</p> <p>Creation of Autism Strategy resource suite including:</p> <ul style="list-style-type: none"> <li>• demystifying reasonable adjustments for schools,</li> <li>• reducing risks around transition from primary to secondary,</li> <li>• non-negotiables in school classroom, corridors and cultures for inclusion,</li> <li>• supporting ND professionals in schools,</li> <li>• working with colleges and HE providers on transition from school.</li> </ul> <p>KPI:</p> <p>Project delivery group to include parental representatives and young people with Autism, group to meet at least 3 times over course of project.</p> <p>Resource suite scoped and designed in first draft.</p> <p>Resource suite trialled in at least 10 primary schools and 5 secondary</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
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	<p>schools with feedback incorporated into final suite. [REDACTED]</p> <p>Resource suite disseminated to ITT, ECF, NPQ providers, MATs and LAs. [REDACTED]</p> <p>(formally 3f(1))</p>	
<b>Sub-total strand 3</b>		[REDACTED]
<b>Aim 4: Identify and respond to any gaps in the training and resources available to schools.</b>		
<p><b>Strand 4a Consortium Development Fund available to consortium partners to deliver pilot or focussed projects to address identified gaps in the provision of SEND training, resources and improve SEN Support in schools.</b></p> <p>(First project to focus on matching ITT providers with specialists in the four broad areas of need to develop content that helps NQTS understand how to use to Graduated Response to support pupils with SEND through the lens of a specific condition.)</p>	<p>4a(1) Consortium development fund initiated to respond to Departmental SEND priorities and emerging gaps.</p> <p>KPIs: 8 x projects [REDACTED]</p> <p>(formally 4c(1))</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

	4a(2) WSS Consortium steering group set up to support dissemination of Consortium outputs and strategy for maximising impact of work  KPIs: Groups to meet 3 times ██████████ per meeting	██████████  ██████████ ██████████ ██████████ ██████████
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	(formally 4c(2))	
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<b>Sub-total strand 4</b>		██████████
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<b>5: Robust Programme Management/Governance and Evaluation</b>		
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<b>Strand 5a</b> Programme management	5a(1)	Nil
	5a(2)	Nil
	5a(3)	Nil
	5a(4) Governance meetings 4 x ██████████	██████████

<b>Strand 5b</b> Direct costs	5b(1) Web and print	Nil
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	5b(2) Travel and subsistence	██████████
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<b>Strand 5c</b> Evaluation audit	5c(1) external audit of programme	██████████
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<b>6: Staff and consultancy costs</b>		
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Staffing and consultancy costs	Nasen central team plus SEND national leads	██████████
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Regional SEND Leaders	██████████/day payable to school 40 days per RSL 8 RSLs	██████████
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Deputy Regional SEND Leaders	<p>██████ /day payable to school</p> <p>70 days per DRSL</p> <p>16 DRSLs</p> <p>(8 at 40 days, 8 at 30 days)</p>	██████
Hosting Charge	Administration, HR, legal, gateway technical support, design and publications, training, recruitment, tender processes, meeting rooms	██████
Sub-totals		██████
Overheads at 10%	Premises (including services ie gas, electric), IT, internet licences.	██████
Total (exc VAT)		██████
VAT at 20%		██████
<b>Total 2020-21 (inc VAT)</b>		£2,177,340

## 1 Tax Indemnity

- 1.1 Where the Contractor is liable to be taxed in the UK in respect of consideration received under this contract, it shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 1.2 Where the Contractor is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

- 1.3** The Department may, at any time during the term of this contract, ask the Contractor to provide information which demonstrates how the Contractor complies with Clauses 1.1 and 1.2 above or why those Clauses do not apply to it.
- 1.4** A request under Clause 1.3 above may specify the information which the Contractor must provide and the period within which that information must be provided.
- 1.5** The Department may terminate this contract if-
- (a) in the case of a request mentioned in Clause 1.3 above if the Contractor:
    - (i) fails to provide information in response to the request within a reasonable time, or
    - (ii) provides information which is inadequate to demonstrate either how the Contractor complies with Clauses 1.1 and 1.2 above or why those Clauses do not apply to it;
  - (b) in the case of a request mentioned in Clause 1.4 above, the Contractor fails to provide the specified information within the specified period, or
  - (c) it receives information which demonstrates that, at any time when Clauses 1.1 and 1.2 apply, the Contractor is not complying with those Clauses.
- 1.6** The Department may supply any information which it receives under Clause 1.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.
- 1.7** The Contractor warrants and represents to the Department that it is an independent contractor and, as such, bears sole responsibility for the payment of tax and national insurance contributions which may be found due from it in relation to any payments or arrangements made under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 1.8** The Contractor will account to the appropriate authorities for any income tax, national insurance, VAT and all other taxes, liabilities, charges and duties relating to any payments made to the Contractor under this Contract or in relation to any payments made by the Contractor to its officers or employees in connection with this Contract.
- 1.9** The Contractor shall indemnify Department against any liability, assessment or claim made by the HM Revenue and Customs or any other relevant authority arising out of the performance by the parties

of their obligations under this Contract (other than in respect of employer's secondary national insurance contributions) and any costs, expenses, penalty fine or interest incurred or payable by Department in connection with any such assessment or claim.

- 1.10** The Contractor authorises the Department to provide the HM Revenue and Customs 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 this Contract whether or not Department is obliged as a matter of law to comply with such requests